

April 8, 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

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.



April 8, 2024 – Regular Meeting Agenda – 7:00 p.m.

IMPORTANT NOTICE REGARDING THIS MEETING

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

<https://www.zoomgov.com/j/1617363152?pwd=bkx1cndlTHZITDNCTIFkcNVPsUVRUT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Meeting Webinar ID: 161 736 3152 / Passcode: 692516
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at [website cco@ci.lathrop.ca.us](mailto:cco@ci.lathrop.ca.us) or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

Addressing the Council

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

Citizen's Forum

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

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

General Information

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

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

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



**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 8, 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 6:45 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 LIABILITY CLAIMS

Pursuant to Government Code Section 54956.95(a)

- Claimant: Rumanti Marsh
Agency Claimed Against: City of Lathrop

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S)

- SAN JOAQUIN COUNTY MOSQUITO & VECTOR CONTROL DISTRICT
UPDATE ON THE 2023 INVASIVE *Aedes aegypti* "YELLOW FEVER
MOSQUITO"

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

- 2.1 CERTIFICATE OF RECOGNITION PRESENTED TO KULWANT SINGH DHALIWAL AS GLOBAL AMBASSADOR FOR WORLD CANCER CARE CHARITABLE SOCIETY
- 2.2 CERTIFICATE OF RECOGNITION PRESENTED TO JASS SANGHA AS AMBASSADOR FOR UNITED STATES CANCER CARE CHARITABLE SOCIETY

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 February 12, 2024
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 24-457 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING 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

Waive Full Reading and Adopt Ordinance 24-457 Amending 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

- 4.4 RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED SOFTWARE SUBSCRIPTION
Adopt Resolution Ratifying the Purchase with CDW-G for a Cyber Security Related Software Subscription
- 4.5 RATIFY THE AGREEMENT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEM FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING, CIP GG 21-13
Adopt Resolution Ratifying the Agreement with ICU Technologies, Inc. for the Camera Surveillance System for the Lathrop Police Department Evidence Building, CIP GG 21-13
- 4.6 RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS SURVEILLANCE, CIP GG 22-35
Adopt Resolution Ratifying the Service Contract with ICU Technologies, Inc. for the Surveillance Systems for Phase II of Major City Parks Surveillance, CIP GG 22-35
- 4.7 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR THE LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL 21, 2024
Adopt Resolution Approving Professional Services Agreement with Butler Amusement, Inc. for the Lathrop Police Department to Provide Law Enforcement Services for their Annual Carnival Event on April 18, 2024 through April 21, 2024
- 4.8 APPROVE TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP, INC. FOR CITYWIDE CFF UPDATE, CIP GG 22-01 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving Task Order No. 12 with Goodwin Consulting Group, Inc., for the Citywide Capital Facilities Fees Update, CIP GG 22-01 and Approve Budget Amendment
- 4.9 APPROVE AMENDMENTS NO. 3 AND NO. 4 WITH RBI TO PROVIDE ADDITIONAL STUDIES AND PERMIT COMPLIANCE SUPPORT SERVICES FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving Amendments No. 3 and No. 4 with Robertson-Bryan Inc., to Provide Additional Studies and NPDES Permit Compliance Support Services for the Consolidated Treatment Facility

Surface Water Discharge Project, CIP WW 20-17 and Approve Budget Amendment

- 4.10 APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES, CIP PW 24-12
Adopt Resolution Approving a Professional Engineering Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades, CIP PW 24-12
- 4.11 ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2023
Adopt Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2023 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development
- 4.12 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-99, LOCATED AT 18580 CHRISTOPHER WAY FROM NEW CINGULAR WIRELESS PCS, LLC DBA AT&T
Adopt Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-99, Located at 18580 Christopher Way from New Cingular Wireless PCS, LLC dba AT&T
- 4.13 AUTHORIZE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING (REAP 2.0) GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES
Adopt Resolution Authorizing Application for, and Receipt of, REAP 2.0 Grant Program Funds through the San Joaquin Council of Governments
- 4.14 AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR THE CONSTRUCTION OF PAVEMENT REHABILITATION, CIP PS 24-29 AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Award a Construction Contract to DSS Company dba Knife River Construction for Construction of CIP PS 24-29 Pavement Rehabilitation and Approve Budget Amendment
- 4.15 CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICE AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENTS
Adopt Resolution Creating CIP GG 24-33 SCADA Integration and Maintenance, Ratify the Professional Service Agreement with MCC Controls LLC, dba Primex and, Approve Related Budget Amendments

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution Certifying and Adopting the Lathrop Active Transportation Plan, CIP PS 22-17

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO FORM COMMUNITY FACILITIES DISTRICT NO. 2024-1 (EAGLES LANDING SERVICES)

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution of Formation of the Community Facilities District 2024-1 (Eagles Landing Services); and
3. Adopt Resolution Calling Special Election for the Community Facilities District No. 2024-1 (Eagles Landing Services); and
4. Adopt Resolution Declaring Results of Special Election and Direct Recording of Notice of Special Tax Lien for the Community Facilities District No. 2024-1 (Eagles Landing Services); and
5. Introduce Ordinance Levying Special Taxes Within Community Facilities District No. 2024-1 (Eagles Landing Services)

5.3 DISCUSS AND CONSIDER OPTIONS TO INSTALL A FENCE OR WALL ON MCKEE BOULEVARD FROM RIVER ISLANDS PARKWAY TO TOWNE CENTRE DRIVE

Discuss and Consider Options to Install a Fence or Wall on McKee Boulevard from River Islands Parkway to Towne Centre Drive

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Ava Community Energy (Diallo/Torres-O'Callaghan)*
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
- *Council of Governments (Lazard/Diallo)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Local Agency Formation Commission (LAFCo) (Diallo)*
- *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)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

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1.7 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Item 4.21, due to her employment with Dell’Osso Farms. Vice Mayor Diallo declared a conflict of interest with Item 4.21, due to an agreement with the River Islands Development.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING FEBRUARY AS BLACK HISTORY MONTH

Councilmember Torres-O’Callaghan, accompanied by the City Council, presented the proclamation declaring February as Black History Month to Chief of Police Stephen Sealy.

2.2 INTRODUCTION OF NEW EMPLOYEES

Finance Director Cari James introduced Accountant Yuliana Llamas. Information Systems Department Director Tony Fernandes introduced Management Analyst Emily Malay and Information Technology Technician Alex Vargas.

3. CITIZEN’S FORUM

Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California’s 13th District. Armando Valerio (in person speaker) provided information regarding the Denim & Diamonds charitable event benefiting Shriners Children’s Northern California, scheduled for April 27, 2024, at Oak Farm Vineyards. Mr. Valerio expressed appreciation to the Lathrop Manteca Fire District for their prompt response to a locked vehicle situation, and he expressed concern with the handling of a public safety matter. Paul Camarena (in person speaker) expressed concern with lack of signage identifying the City of Lathrop, proposed an LED mounted sign and lights on the Mossdale Bridge. Michelle Maddon (in person speaker) commented on the City’s ADA Self Evaluation and Transition Plan, expressed appreciation for the public workshops, and requested additional information regarding a future public survey.

Mayor Dhaliwal arrived during Citizens Forum, at 7:28 p.m., and stayed for the remainder of the meeting

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O’Callaghan, seconded by Vice Mayor Diallo, the City Council approved Items 4.1 through 4.20, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

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

4.3 TREASURER'S REPORT FOR DECEMBER 2023

Approved Quarterly Treasurer's Report for December 2023.

4.4 SECOND READING AND ADOPTION OF ORDINANCE 24-455 OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 5, BUSINESS LICENSES AND REGULATIONS, TITLE 8, HEALTH AND SAFETY, TITLE 15, BUILDINGS AND CONSTRUCTION, AND TITLE 17, ZONING (TA-23-139)

Waived full reading and adopted **Ordinance 24-455** adopting various amendments to the Lathrop Municipal Code to modernize, simplify, and streamline various sections of Title 5, Business Licenses and Regulations, Title 8, Health and Safety, Title 15, Buildings and Construction, and Title 17, Zoning (TA-23-139).

4.5 RATIFY THE PURCHASE OF TWO DIGITAL MARQUEES AND APPROVE A SERVICE CONTRACT WITH ABV SCOREBOARD SERVICES, INC., FOR THE INSTALLATION OF TWO MARQUEES AT CITY HALL

Adopted **Resolution 24-5448** ratifying the purchase of two digital marquees and a service contract with ABV Scoreboard Services, Inc., for the installation of two marquees at City Hall.

4.6 AUTHORIZE THE CITY OF LATHROP TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY SHERIFF AND LOCAL LAW ENFORCEMENT AGENCIES TO CREATE A PUBLIC SAFETY DATA EXCHANGE CONSORTIUM FOR THE PERIOD FEBRUARY 2024 THROUGH JANUARY 2029

Adopted **Resolution 24-5449** authorizing the City of Lathrop to enter into a Memorandum of Understanding with San Joaquin County Sheriff and Local Law Enforcement Agencies to create a Public Safety Data Exchange Consortium for the period of February 2024 through January 2029.

4.7 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PFM ASSET MANAGEMENT LLC FOR INVESTMENT ADVISORY SERVICES

Adopted **Resolution 24-5450** approving Professional Services Agreement with PFM Asset Management LLC for investment advisory services for a term of two (2) years with an option to renew two (2) additional one-year periods.

4.8 APPROVE CONTRACT CHANGE ORDER NO. 1 WITH ST. FRANCIS ELECTRIC AND APPROVE BUDGET AMENDMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

Adopted **Resolution 24-5451** approving Contract Change Order No. 1 with St. Francis Electric and approve budget amendment for CIP GG 19-07 Citywide Surveillance Systems.

4.9 APPROVE AMENDMENT NO. 1 WITH O'DELL ENGINEERING, INC. FOR THE HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5452** approving Amendment No. 1 with O'Dell Engineering, Inc. for the Historic Lathrop Beautification Project, CIP GG 24-23 and approving budget amendment.

4.10 APPROVE COOPERATIVE AGREEMENT WITH CALTRANS TO COMPLETE THE PROJECT INITIATION DOCUMENT PHASE FOR ROTH ROAD AND I-5 INTERCHANGE, CIP PS 14-04

Adopted **Resolution 24-5453** approving Cooperative Agreement with the California Department of Transportation (Caltrans) to complete the project initiation document phase for the Roth Road and I-5 Interchange, CIP PS 14-04.

4.11 AUTHORIZE THE FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2024-1 (EAGLES LANDING SERVICES)

Adopted **Resolution 24-5454** of Intention establishing City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services) to finance public services.

- 4.12 CREATE CIP GG 24-28 FOR ELECTRIC VEHICLE CHARGING STATIONS AT THE LATHROP COMMUNITY CENTER / LATHROP SENIOR CENTER AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5455** creating CIP GG 24-28 for Electric Vehicle Charging Stations at the Lathrop Community Center / Lathrop Senior Center and approve budget amendment.

- 4.13 CREATE CIP PS 24-29 PAVEMENT REHABILITATION ON CHERRY HILLS DRIVE, CHERRY HILLS COURT, KILARNEY DRIVE, AND KILARNEY COURT, AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5456** creating CIP PS 24-29 Pavement Rehabilitation on Cherry Hills Drive, Cherry Hills Court, Kilarney Drive, and Kilarney Court, and approve budget amendment.

- 4.14 CREATE CIP PS 24-31, YOSEMITE AVENUE PAVEMENT REHABILITATION, APPROVE REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5457** creating CIP PS 24-31, Yosemite Avenue Pavement Rehabilitation, approving Reimbursement Agreement with Yosemite Lathrop 2, LLC and approve budget amendment.

- 4.15 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR EP NO. 2021-09 LOCATED ON GOLDEN VALLEY PARKWAY AND RIVER ISLANDS PARKWAY FROM EVERGREEN AND APPROVE CHANGE ORDER NO. 32 FOR LANDSCAPE MAINTENANCE

Adopted **Resolution 24-5458** accepting public improvements with associated conditions for Encroachment Permit No. 2021-09 located Golden Valley Parkway and River Islands Parkway, from Evergreen and approve Change Order No. 32 with Dave Silva, dba Silva Landscape, for landscape maintenance services.

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SINCLAIR GENERAL ENGINEERING CONSTRUCTION, INC. FOR FUELING FACILITY TANK FOOTINGS, CIP GG 21-13

Adopted **Resolution 24-5459** accepting public improvements constructed by Sinclair General Engineering Construction, Inc. for Fueling Facility Tank Footings, CIP GG 21-13, authorizing the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIEDE CONSTRUCTION, INC. DBA DIEDE CONSTRUCTION FOR LATHROP CITY HALL ADA IMPROVEMENTS COUNCIL CHAMBER, CIP GG 22-04

Adopted **Resolution 24-5460** accepting public improvements constructed by Diede Construction, Inc. dba Diede Construction for the Lathrop City Hall ADA Improvements Council Chamber, CIP GG 22-04, authorize the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. DBA LUMA ENGINEERING FOR FACILITIES ADA IMPROVEMENTS, CIP GG 23-14

Adopted **Resolution 24-5461** accepting public improvements constructed by Luma Engineering Contractors, Inc. dba Luma Engineering for the Facilities ADA Improvements, CIP GG 23-14, authorize the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.19 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY COMMERCIAL PUMP & MECHANICAL FOR THE WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CIP PW 22-37

Pulled by Councilmember Akinjo. Assistant City Manager Michael King provided additional information.

Adopted **Resolution 24-5462** accepting public improvements constructed by Commercial Pump & Mechanical for the Well 10 Testing, Analysis and Modifications, CIP PW 22-37, authorizing the filing of a Notice of Completion, release of contract retention, and release of Performance and Payment Bonds.

- 4.20 AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS, INC. FOR THE POLICE EVIDENCE BUILDING LANDSCAPE ASSOCIATED WITH CORPORATION YARD IMPROVEMENTS, CIP GG 21-13

Adopted **Resolution 24-5463** awarding Construction Contract to Amerine Systems, Inc. for the Police Evidence Building landscape, associated with Corporation Yard Improvements, CIP GG 21-13.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard and Vice Mayor Diallo recused themselves at 7:45 p.m., following the vote of the consent calendar, prior to the vote of Item 4.21, due to declared conflict of interested as noted on Item 1.7.

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council approved Item 4.21, by the following roll call vote, unless otherwise indicated:

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

4.21 APPROVE A DESIGN AND CONSTRUCTION FUNDING AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC FOR PHASE 3 EXPANSION OF THE LATHROP CONSOLIDATED TREATMENT FACILITY, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 24-5464** approving a Design and Construction Funding Agreement with River Islands Development, LLC for the Phase 3 Expansion Lathrop Consolidated Treatment Facility, CIP WW 22-38 and approve budget amendment.

5. SCHEDULED ITEMS

Councilmember Lazard and Vice Mayor Diallo returned to the dais at 7:48 p.m.

5.1 CONTINUE DISCUSSION FROM JANUARY 8, 2024, REGULAR MEETING, REGARDING THE ADOPTION OF 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 a summary of the continued discussions, and presented the new information requested during the January 8, 2024 City Council meeting, in which the City Council requested that staff perform pedestrian counts during school start and stop times for roadway segments near Lathrop High School. The City Council discussed and considered the count results in the proposed speed limit recommendations.

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

1. Testimony presented during the Public Hearing held January 8, 2024; and
2. Waived first reading and introduced an ordinance of the City Council of the City of Lathrop amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2024-2025

Economic Development Administrator Shelley Burcham provided the presentation. A question and answer period ensued throughout the presentation. Hilda Maya, with San Joaquin Fair Housing, provided additional information regarding to their programs. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 24-5465** recommending the allocation of the CDBG and HOME Funds for FY 2024/2025 for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD) pursuant to budget amendments.

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO AMEND AND RESTATE THE CITY OF LATHROP'S PARTICIPATION IN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

Finance Director Cari James provided the presentation. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 24-5466** amending and restating the City of Lathrop's participation in the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and

levy assessments and special taxes and to form Assessment Districts and Community Facilities Districts within the territory of the City of Lathrop; embodying a Joint Community Facilities Agreement setting forth the terms and conditions of Community Facilities District financings; approving form of Acquisition Agreement for use when applicable; and authorizing related actions.

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

5.4 OUT OF STATE TRAVEL APPROVAL FOR 2024 SAN JOAQUIN AREA FLOOD CONTROL AGENCY TRIP

City Clerk Teresa Vargas provided the presentation. The City Council discussed authorizing out of state travel for Council Members to attend the 2024 San Joaquin Area Flood Control Agency Trip.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Diallo, the City Council adopted **Resolution 24-5467** authorizing Option 1, out of state travel for Councilmembers Akinjo and Lazard, and City Manager Stephen Salvatore, to the 2024 San Joaquin Area Flood Control Agency Trip to Washington D.C. from April 9-11, 2024.

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

5.5 OUT OF STATE TRAVEL APPROVAL FOR 2024 SAN JOAQUIN COUNTY ONE VOICE TRIP

City Clerk Teresa Vargas provided the presentation. The City Council discussed authorizing out of state travel for Council Members to attend the 2024 San Joaquin County One Voice Trip. Council consensus provided staff with a new option, "Option 6", which consisted of travel approval for four (4) Councilmembers, and the City Manager.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 24-5468** authorizing Option 6, out of state travel for Mayor Dhaliwal, Vice Mayor Diallo, and Council Members Akinjo and Lazard, and City Manager Stephen Salvatore, to the 2024 San Joaquin County One Voice Trip to Washington D.C. from May 5-9, 2024.

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

5.6 ESTABLISH LOCAL HOUSING ASSISTANCE PROGRAM FOR SWORN CITY OF LATHROP POLICE DEPARTMENT AND SWORN LATHROP STATIONED LATHROP-MANTECA FIRE DISTRICT (LMFD) EMPLOYEES

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. Armando Valerio (in person speakers) commented on expanding the program to real estate transactions within the entire San Joaquin County, not limited to the City of Lathrop. Michelle Maddon (in person speaker) commented on Measure C Committee review.

On a motion by Councilmember Lazard, seconded simultaneously by Councilmember Torres-O'Callaghan and Vice Mayor Diallo, the City Council considered and adopted **Resolution 24-5469** establishing a local housing assistance program for sworn City of Lathrop Police Department and sworn Lathrop Stationed Lathrop-Manteca Fire District (LMFD) employees and associated budget amendment.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL - Appointment of a Board Of Director, and an Alternate, to the Ava Community Energy Board of Directors

City Clerk Teresa Vargas provided an overview of the Ava Community Energy program and requirements of appointed Board of Directors. Mayor Dhaliwal made the following appointments:

<u>Ava Community Energy Board of Directors</u>	<u>Term Expires</u>
Minnie Diallo, Board of Director	December 31, 2024
Jennifer Torres-O'Callaghan, Alternate	December 31, 2024

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to a recent meeting of the San Joaquin Valley Air Pollution Control District.

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation for fellow Councilmembers getting involved in regional and national committees and advocating for the City of Lathrop public interests. Councilmember Lazard thanked those in attendance and wished everyone a goodnight. Councilmember Torres-O'Callaghan expressed appreciation to maintenance and public safety staff for their work during the winter storms. Vice Mayor Diallo provided additional information received during educational conferences regarding stipends and health benefits for elected officials, and expressed appreciation for the Letter of Support provided by Congress Member Duarte for the Lathrop Interchange Project. Mayor Dhaliwal echoed similar sentiments, and thanked those in attendance.

7. **ADJOURNMENT** – there being no further business, Mayor Dhaliwal adjourned the meeting at 8:57 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

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ITEM 4.3

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

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 24-457 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING 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: **Waive Full Reading and Adopt Ordinance 24-457 Amending 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**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 24-457 entitled:

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

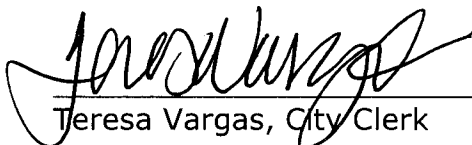
SUMMARY:

On March 11, 2024, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk

3/28/24

Date

ORDINANCE NO. 24-457

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 11th 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:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ITEM 4.4

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

ITEM: **RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED SOFTWARE SUBSCRIPTION**

RECOMMENDATION: **Adopt a Resolution Ratifying the Purchase with CDW-G for a Cyber Security Related Software Subscription**

SUMMARY:

On March 11, 2024, City Council approved for the Information Systems Department (ISD) to increase the budget for software subscriptions related to cyber security. The increase in funding was essential to maintain the ongoing enhancement of the City's cyber security systems. However, it's imperative to note that the details of the proposed cyber security software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information. Publishing these details could inadvertently provide malicious actors with valuable insights, potentially enabling them to exploit vulnerabilities and launch harmful cyber-attacks against our systems. Therefore, to safeguard against such threats and ensure the continued integrity of the City's cyber security infrastructure, the specific details of the software subscription must remain undisclosed.

The City Manager approved this purchase in March 2024, to expedite the implementation of the software by ISD, aligning with the urgency of achieving compliance with the rigorous standards set forth by the Department of Homeland Security (DHS). By promptly adopting this software, the City aims to bolster its cyber security posture, thereby mitigating potential risks and ensuring adherence to regulatory standards. Moreover, maintaining compliance with these standards is essential for securing cyber insurance coverage, which not only enhances our overall cyber security resilience but also has the potential to reduce associated costs. Hence, this investment serves as a proactive measure to fortify our cyber security defenses and safeguard the integrity of our digital infrastructure.

Tonight, Staff is requesting City Council adopt a resolution to ratify the purchase order with CDW-G for a sum not to exceed \$96,836.70 for the purchase of a one (1) year cyber security related software subscription.

BACKGROUND:

The approval of the budget increase for cyber security software subscriptions by the City Council on March 11th, 2024, marked a significant milestone in bolstering the City's cyber security posture. This augmentation was specifically earmarked to cover the expenses associated with acquiring cyber security software subscriptions, essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST). Compliance with these standards is not only

CITY MANAGER’S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED
SOFTWARE SUBSCRIPTION

mandated by the Department of Homeland Security (DHS) and the Department of Justice (DOJ) but also required for the City to pursue State and Federal Grants in the future. Additionally, adherence to NIST guidelines enables the City to maintain its’ cyber security insurance, thereby potentially reducing the overall cyber security insurance expenses incurred by the City. By investing in this initiative, the City demonstrates its commitment to proactive cyber security measures, ensuring resilience against emerging threats.

Staff requested quotes from twelve vendors and received the following responses in table 1 below.

Table 1

Vendor	Total Amt (est. taxes & shipping)
CDW-G	\$96,836.70
Insight	\$121,469.80
ANS	\$152,622.84

Tonight, Staff is requesting City Council adopt a resolution to ratify the City Manager’s signature approval of the purchase order with CDW-G in the amount of \$96,836.70.

REASON FOR RECOMMENDATION:

To ensure compliance with the requirements of the Department of Homeland Security (DHS) and the Department of Justice (DOJ), enhance the City’s cyber security posture, maintain cyber security insurance coverage, and potentially reduce insurance premiums.

FISCAL IMPACT:

There are sufficient funds in the budget for GL 1010-17-20-435-10-00 as approved by the City Council on March 11th, 2024.

ATTACHMENTS:

- A. Resolution Ratifying the Purchase with CDW-G for a Cyber Security Related Software Subscription
- B. Redacted PO #2024-712 with CDW-G for the Cyber Security Related Software Subscription

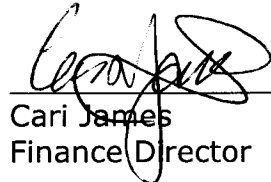
CITY MANAGER'S REPORT
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RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED
SOFTWARE SUBSCRIPTION

APPROVALS:



Tony Fernandes
Information Systems Director

3-26-2024
Date




Cari James
Finance Director

3/27/2024
Date



Michael King
Assistant City Manager

3.28.2024
Date



Salvador Navarrete
City Attorney

3.26.2024
Date



Stephen J. Salvatore
City Manager

4.1.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED SOFTWARE SUBSCRIPTION

WHEREAS, on March 11, 2024, City Council approved an increased budget for the Information Systems Department (ISD) for software subscriptions related to cyber security; and

WHEREAS, this budget augmentation may be used for expenses associated with acquiring cyber security software subscriptions, including those essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST); and

WHEREAS, it is imperative to note that the details of the proposed cyber security software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information; and

WHEREAS, the City Manager approved this purchase in March 2024 to expedite the implementation of the software by ISD, aligning with the urgency of achieving compliance with the rigorous standards set forth by the Department of Homeland Security (DHS).

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's approval of the purchase order with CDW-G in the amount of \$96,836.70 for a cyber security software subscription.

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

AYES:

NOES:

ABSENT:

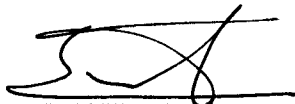
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment B



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2024-00000712

Date 3/25/2024

Resolution

The parties to this agreement are:

Vendor No. 1568

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 CDW Government, Inc
 75 Remittance Dr, Suite 1515
 Chicago, IL 60675-1515

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.00	EACH	[REDACTED]	\$20,867.0100	\$41,734.02
2.00	EACH	[REDACTED]	\$4,731.3500	\$9,462.70
1.00	EACH	[REDACTED]	\$3,057.5300	\$3,057.53
1.00	EACH	[REDACTED]	\$42,031.5900	\$42,031.59
1.00	EACH	[REDACTED]	\$492.4400	\$492.44
1.00	EACH	[REDACTED]	\$58.4200	\$58.42

\$96,836.70

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:

 3/26/2024
 CITY OF LATHROP
 RECOMMENDED FOR APPROVAL DATE

DocuSigned by:

 3/26/2024
 2C70D602BDDMER
 VENDOR (Signature)
 APPROVED BY DATE

4-1-24
 CITY OF LATHROP
 APPROVED BY DATE

Tim Sharkey 3/26/2024
 VENDOR (Print Name)
 APPROVED BY DATE

Special Instructions

Software Subscription [REDACTED]

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof, no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

TONY FERNANDES,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: Thank You.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
[REDACTED]	3/14/2024	[REDACTED]	1652748	\$96,836.70

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	2	[REDACTED]	\$20,867.01	\$41,734.02
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	2	[REDACTED]	\$4,731.35	\$9,462.70
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$3,057.53	\$3,057.53
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$42,031.59	\$42,031.59
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$492.44	\$492.44

QUOTE DETAILS (CONT.)

[REDACTED]	1	[REDACTED]	\$58.42	\$58.42
Mfg. Part#: [REDACTED]				
Electronic distribution - NO MEDIA				
Contract: MARKET				

SUBTOTAL	\$96,836.70
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$96,836.70

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LATHROP ACCTS PAYABLE 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF LATHROP TONY FERNANDES 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tim Sharkey | (877) 881-6919 | timshar@cdwg.com

Need Help?

- My Account
- Support
- Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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CITY MANAGER'S REPORT **PAGE 2**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
RATIFY THE AGREEMENT WITH ICU TECHNOLOGIES INC. FOR THE
CAMERA SURVEILLANCE SYSTEM FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13

Tonight, Staff is requesting City Council adopt a resolution to ratify the agreement with ICU Technologies, Inc. for a sum not to exceed \$249,919.10 for the Lathrop Police department Evidence Building surveillance cameras and licensing.

BACKGROUND:

At the June 12, 2023, City Council Meeting, Council approved the budget and awarded the contract for the construction of an evidence building for the Lathrop Police Department. This building will become a critical asset for the Lathrop Police department, especially during investigations. The construction of this building is almost complete and ready for technological components to be installed. This equipment has a long lead time due to supply chain and demand, therefore staff is preparing for the new building by ordering equipment now.

After the building is accepted, the technology used to process evidence along with network infrastructure, computers, monitors, and other technological equipment will be installed. Cyber security equipment and data backup servers are crucial to the protection of the data being processed and the technological evidence being stored in the building. It is crucial that the City utilizes technology to help protect these assets and deter any malicious activity. Surveillance cameras can be a deterrent for malicious activities and provide an investigative tool for the Lathrop Police department in the event of an incident.

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

Staff requested that ICU provide a proposal to provide, configure and install the surveillance cameras and licensing for the Lathrop Police department Evidence Building. ICU provided a proposal in the amount of \$249,919.10 that is equal to the pricing of their GSA Contract. Therefore, the claimed bidding exemption for the agreement to provide, configure and install the cameras and the licensing for the Lathrop Police department Evidence Building is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a).

CITY MANAGER'S REPORT **PAGE 3**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
RATIFY THE AGREEMENT WITH ICU TECHNOLOGIES INC. FOR THE
CAMERA SURVEILLANCE SYSTEM FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13

Due to supply chain demand, there is a long lead time for the required equipment to be shipped. Due to the extended lead time, to provide the Lathrop Police department with a tool to utilize in the event of vandalism and to deter any malicious activities, the City Manager signed the agreement in March 2024, with ICU for the camera surveillance system for the Lathrop Police Department Evidence building.

Tonight, Staff is requesting City Council adopt a resolution to ratify the agreement with ICU Technologies, Inc. for a sum of \$249,919.10 for the surveillance cameras for the Lathrop Police department Evidence Building for CIP 21-13.

REASON FOR RECOMMENDATION:

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 21-13 represents an effort to utilize technology to deter crimes and expedite crime solving.

FISCAL IMPACT:

There are sufficient funds available in CIP GG 21-13 to cover the cost and installation of a camera surveillance system procured through ICU Technologies, Inc.

ATTACHMENTS:

- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance Systems for the Lathrop Police Department Evidence Building for CIP 21-13
- B. Agreement with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance System at Lathrop Police Department Evidence Building CIP 21-13

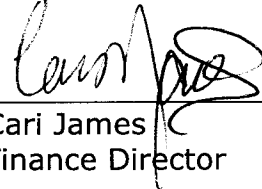
CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
RATIFY THE AGREEMENT WITH ICU TECHNOLOGIES INC. FOR THE
CAMERA SURVEILLANCE SYSTEM FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13

APPROVALS:



Tony Fernandes
Information Systems Director

3-26-2024
Date



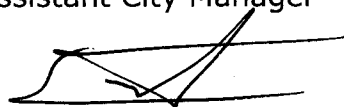
Cari James
Finance Director

3/26/2024
Date



Michael King
Assistant City Manager

3.26.2024
Date



Salvador Navarrete
City Attorney

3-26-2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE AGREEMENT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

WHEREAS, at the June 12, 2023, City Council Meeting, Council approved the budget and awarded the contract for the construction of an evidence building for the Lathrop Police Department for CIP GG 21-13; and

WHEREAS, the construction of this building is almost complete and ready for technological components to be installed; and

WHEREAS, due to the extended lead time, to provide the Lathrop Police department with a tool to utilize in the event of vandalism and to deter any malicious activities, the City Manager signed the agreement in March 2024; and

WHEREAS, ICU currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software; and

WHEREAS, ICU presented proposals totaling \$244,919.10 at pricing equal to the contract that ICU holds with GSA and therefore, this agreement is exempt from bidding pursuant to Lathrop Municipal Code (LMC) 2.36.110(a) for the purchase, configuration and installation of the surveillance cameras and the licenses for the Lathrop Police Department Evidence Building CIP GG 21-13.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the agreement with ICU Technologies Inc. for the Camera Surveillance Systems for the Lathrop Police Evidence Building CIP GG 21-13 in the amount of \$244,919.09.

The foregoing resolution was passed and adopted this 8th day of April 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

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

March ~~23~~²⁴, 2024

ICU Technologies, Inc.
Tommy Smith
1382 Blue Oaks Blvd, Suite #110
Roseville, CA 95678

Dear Mr. Smith:

Enclosed please find your original executed agreement to provide the **Purchase, Configuration and Installation Cameras for the Lathrop Police Department Evidence Building CIP GG 21-13**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP AGREEMENT BETWEEN THE CITY OF LATHROP
AND ICU TECHNOLOGIES, INC.
FOR THE PURCHASE, INSTALLATION AND CONFIGURATION OF
PIVOT TILT ZOOM (PTZ) AND MULTI-SENSOR CAMERAS FOR THE
LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13**

THIS AGREEMENT, dated for convenience this 29 day of March 2024, is by and made and entered into by and between ICU TECHNOLOGIES, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

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

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

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

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

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

AGREEMENT

(1) Scope of Service.

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

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$133,044.92** as described in Exhibit "A".

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

(3) Effective Date and Term.

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

(4) Independent Contractor Status.

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

(5) Billings.

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

(6) Advice and Status Reporting.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

(7) **Assignment of Personnel.**

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

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

(8) **Assignment and Subcontracting.**

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

(9) **Insurance.**

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

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

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

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

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

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

**CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE**

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

(10) Indemnification - CONSULTANT'S Responsibility.

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

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

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

(11) Licenses.

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

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

(15) Notices.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

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

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

(16) Miscellaneous.

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

**CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE**

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

(17) General Contractor Responsibilities.

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

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

(18) Notice to Proceed.


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

(19) Signatures.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

Approved as to Form: City of Lathrop
City Attorney



Salvador Navarrete Date 3-21-2024


Recommended By: Director of Information Systems

DocuSigned by:


Tony Fernandes Date 3/21/2024
Information Systems Director

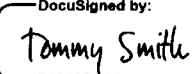
Approved By: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution # _____



Stephen J. Salvatore Date 3-29-24
City Manager

CONSULTANT: ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Fed ID #: 27-3118908
Business License #: 41814

DocuSigned by:


Tommy Smith Date 3/21/2024
Signature Title
Tommy Smith CEO
Print Name Title



ICU Technologies Inc.

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

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

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

ESTIMATE 2024-1006
 DATE 03/20/2024
 EXPIRATION 04/26/2024
 DATE

PROJECT NAME
 Property & Evidence

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	8.0C-H6A-BO1-IR (deleted) 8MP H6A Bullet IR Camera with 4.4-9.3mm Lens	2	1,581.46	3,162.92T
	8.0C-H6A-DO1-IR (deleted) 8MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	2	1,680.51	3,361.02T
	15C-H5A-3MH (deleted) 3X5MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	5	1,866.24	9,331.20T
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	14	2,233.17	31,264.38T
334220	12.0W-H5A-FE-DO1-IR 12.0 MP; Fisheye Dome Camera; Day/Night; WDR; 1.6mm f/2.0; Next-Generation Analytics; Integrated IR	9	1,077.64	9,698.76T
OLM	ICU-MISC-GSA Avigilon:CRNMT-1001 - CORNER MNT FOR LRGE PENDT WLMT-1001	3	89.25	267.75T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	5	98.27	491.35T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-CEIL1 - In-Ceiling Mount. For use with the Avigilon H5A Multi	3	143.37	430.11T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-DOME1 - Outdoor surface mount adapter. For use with the Avigilon H5A Multisensor	11	161.42	1,775.62T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	5	161.42	807.10T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	19	315.409999	5,992.79T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	16	199.20	3,187.20T
OLM	ICU-MISC-GSA Avigilon:H5AMH-DC-COVR1	3	71.26	213.78T

OLM	ICU-MISC-GSA Microchip PD-9512GC/AC-US	3	2,402.91	7,208.73T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	32	256.37	8,203.84
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	1,133.4215	1,133.42T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	251	127.27	31,944.77
541330L	ICU-Project Lead Project Lead-Manage and set schedule, coordinate with others, communicate system status.	32	162.76	5,208.32
				Subtotal: 123,683.06
N/A	GSA-IFF	123,683.06	0.007556	934.55
N/A	ICU-SHIPPING Freight to customer location	1	1,160.00	1,160.00
OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 4 round trips x 1 vehicle - 82 miles each direction	656	0.58	380.48T

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	126,158.09
TAX	6,886.83
TOTAL	\$133,044.92

Accepted By

Accepted Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2024

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).

PRODUCER Navo Financial, Inc. Insurance and Financial Solutions 2045 South Court Street, Suite A Visalia CA 93277	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (559) 733-5169 FAX (A/C, No): (888) 456-0130 E-MAIL ADDRESS: certs@navofinancial.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ICU Technologies Inc 1382 BLUE OAKS BLVD Suite 110 ROSEVILLE CA 95678-7019	INSURER A: LANDMARK AMER INS CO 33138	
	INSURER B: HARTFORD ACCID & IND CO 22357	
	INSURER C: HUDSON INS CO 25054	
	INSURER D: HARTFORD CASUALTY INS CO 29424	
	INSURER E: GREAT AMER RISK SOLUTIONS SURPLUS LINES II 35351	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHA142219	06/09/2023	06/09/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
B	AUTOMOBILE LIABILITY <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	Y	Y	51UECBD7944	06/09/2023	06/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HXS 1001910 01	06/09/2023	06/09/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
D	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	51 WEC BA8T7Y	01/03/2024	01/03/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
E	PRODUCT LIABILITY			PL 3288670-04	03/12/2024	03/12/2025	EACH OCC \$ 1,000,000
							PROD-COMP AGG \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Of Lathrop is listed as additional insured per written contract or agreement per attached general liability and commercial auto endorsement

CERTIFICATE HOLDER CANCELLATION

City Of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Anthony Maese</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): ANY PREMISES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p>Additional Premium: \$ INCLUDED</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”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
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 their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
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" 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.

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
<p>ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW</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", "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 – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:
ANY STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION TO WHOM
OR TO WHICH YOU ARE OBLIGATED BY THE ISSUANCE OR EXISTENCE OF A WRITTEN PERMIT TO
PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.**

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 6/9/2023
forms part of Policy Number LHA142219
issued to ICU TECHNOLOGIES INC
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: Hartford Casualty Insurance Company

NCCI Company Number: 14397

Policy Effective Date: 01/03/24

Policy Number: 51 WEC BA8T7Y

Effective Date: 03/22/24

Named Insured and Address:

ICU TECHNOLOGIES INC
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678

Audit Period: ANNUAL

Policy Expiration Date: 01/03/25

Endorsement Number: 002

Effective hour is the same as stated on the Information Page of the policy.

FEIN Number: 27-3118908

Producer Name: NAVO FIN INC INS AND FIN SOLUTIONS

Producer Code: 51135504

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of an additional premium of \$131, it is agreed that:

Policy is amended to add the following condition(s):

Waiver of Our Right to Recover from Others Endorsement

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC040306

WC990006A(.2)

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

G-4119-0

WC990006A(.1P)

Countersigned by

Susan S. Castaneda

Authorized Representative

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
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CA - Location 1

Rating Period: 01/03/2024-03/22/2024

7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	45,112.00	3.950000	1,782
8742 SALESPERSONS - OUTSIDE	201,169.00	0.500000	1,006
8810 CLERICAL OFFICE EMPLOYEES-N O C	177,426.00	0.350000	621

Rating Period: 03/22/2024-01/03/2025

7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	163,888.00	3.950000	6,474
8742 SALESPERSONS - OUTSIDE	730,831.00	0.500000	3,654
8810 CLERICAL OFFICE EMPLOYEES-N O C	644,574.00	0.350000	2,256

Rating Period: 01/03/2024-01/03/2025

7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	209,000.00	3.950000	-8,256
8742 SALESPERSONS - OUTSIDE	932,000.00	0.500000	-4,660
8810 CLERICAL OFFICE EMPLOYEES-N O C	822,000.00	0.350000	-2,877

Total State Summary

Total Class Premium			0
CA Territorial Differential	0.00	0.877000	1
Waiver charge	0.00	0.020000	248
Schedule Rating Factor	0.00	0.500000	-125
Premium discount	0.00	0.010000	-2
Expense constant	0.00		0
Terrorism Risk Insurance Program Reauthorization Act	0.00	0.020000	0
Disclosure Endorsement			
CA User Fund	0.00	2.460400	4

Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 03/22/24

Page 2
Policy Expiration Date: 01/03/25

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL RENUMERATION	RATES PER 100 OF RENUMERATION	ESTIMATED ANNUAL PREMIUMS
CA Fraud	0.00	0.412200	1
CA Uninsured Employers Benefit Trust Fund	0.00	0.150500	0
CA Subsequent Injuries Benefit Trust Fund Assessments	0.00	1.589100	3
CA Occupational Safety & Health Fund	0.00	0.726600	1
CA Labor Enforcement & Compliance Fund	0.00	0.710900	0
California Total Cost			131



POLICY HOLDER NOTICE - PAYROLL BILLING

Thank you for choosing The Hartford. Your policy is on our payroll billing method. The payroll billing method uses actual payrolls received throughout the policy period and a blended rate(s) to determine premiums due during the policy period. To learn more about how your premium is calculated on the payroll billing method please visit: <https://www.thehartford.com/blended>

Below are the blended rate(s) being used for each state and classification code on your policy:

State	Class Code	Blended Rate	Effective
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.180000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.850000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.250000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.260000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.890000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.190000	03/22/2024



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 51 WEC BA8T7Y

Endorsement Number: 002

Effective Date: 03/22/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ICU Technologies Inc
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 22, 2024

For Informational Purposes Only
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678-7052

Account Information:

Policy Holder Details :	ICU Technologies Inc
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAVO FIN INC INS AND FIN SOLUTIONS 51135504 2045 SOUTH COURT STREET VISALIA CA 93277	CONTACT NAME:	
	PHONE (559) 733-5169 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A: Hartford Casualty Insurance Company 29424	
INSURED ICU TECHNOLOGIES INC 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	51 WEC BA8T7Y	01/03/2024	01/03/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes Only 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>

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AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY NAVO FIN INC INS AND FIN SOLUTIONS		NAMED INSURED ICU TECHNOLOGIES INC 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301, attached to this policy.

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ITEM 4.6

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

ITEM: **RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS SURVEILLANCE CIP GG 22-35**

RECOMMENDATION: **Adopt a Resolution Ratifying the Service Contract with ICU Technologies, Inc. for the Surveillance Systems for Phase II of Major City Parks Surveillance CIP GG 22-35**

SUMMARY:

At the September 12, 2022, City Council Meeting, Council approved a budget to cover the cost of a camera surveillance system for the first phase of Capital Improvement Project (CIP) GG 22-35 Camera Surveillance Systems for Major City Parks. In December 2023, City Council was presented with an update on the parks as the first phase was almost complete and staff proposed the addition of the parks listed below, to be added to CIP GG 22-35 as Phase II for the installation of a camera surveillance system.

- Champion Park
- Park West
- Woodfield Park Basin
- William S. Moss Park
- Mossdale Landing Community Park

Staff requested proposals from ICU Technologies, Inc. (ICU) for the hardware and services required at each park. ICU currently holds an active contract with the U.S. General Services Administration (GSA) in Security & Protection and Information Technology Hardware & Software and is an authorized seller of surveillance cameras that meets the hardware specification of the City's standard camera surveillance system for city parks under CIP GG 22-35. Furthermore, ICU is certified to perform the configuration and installation of these cameras. ICU presented a proposal with a sum of \$244,919.10 to provide the licenses and cameras, configuration, and installation for all five (5) additional parks.

Due to the supply chain demand, there is a long lead time for the required equipment. To minimize delay to the project and to provide a tool for the Lathrop Police department to use during investigations and deter further vandalism the City Manager signed the Service Contract with ICU Technologies Inc. for the camera surveillance systems for Phase II of the CIP 22-35 Major City Parks in March 2024.

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS SURVEILLANCE CIP GG 22-35**

Tonight, Staff is requesting City Council adopt a resolution to ratify the service contract with ICU Technologies, Inc. for a sum not to exceed \$244,919.10 for the purchase, and configuration, and installation of surveillance cameras for Phase II of the CIP GG 22-35 Major City Parks Surveillance.

BACKGROUND:

On September 13, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks. One year after on September 12, 2022, Council approved Resolution 22-5150 authorizing a budget to cover the cost of a camera surveillance system for the first phase of CIP GG 22-35 Camera Surveillance Systems for Major City Parks. The first phase included the three parks listed below.

- Apolinar Sangalang Park
- Manuel Valverde Park
- Woodfield Park

In December 2023, City Council was presented with a slide presentation update of Phase I as it was almost complete. During the presentation, staff proposed the following five (5) parks to have the surveillance system installed as Phase II. These parks have recently suffered significant damage from vandalism resulting in repair expenses exceeding \$10,000 for a single park.

- Champion Park
- Park West
- Woodfield Park Basin
- William S. Moss Park
- Mossdale Landing Community Park

These parks would have benefitted from surveillance systems as they act as a deterrent to vandalism and malicious activities. The Lathrop Police Department would have been able to utilize the system to investigate the criminal activities and the system would have facilitated the solving of these crimes.

Staff requested ICU present a proposal for each of the parks due to these circumstances. ICU currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software. This program, administered by the United States Government, provides government agencies with discounted pricing schedules, and establishes purchasing contracts with vendors through a competitive bidding process. The GSA's competitive bidding process is in conformance with the Office of Procurement, Department of General Services of the State of California exemption as described in the Lathrop Municipal Code Section 2.36.110. Furthermore, ICU has provided, configured, and installed other camera surveillance systems and the licenses at numerous City facilities.

**RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE
CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS
SURVEILLANCE CIP GG 22-35**

ICU presented proposals that are equal to the pricing of the contract ICU holds with GSA. Therefore, the claimed bidding exemption is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a) for the Service Contract with ICU for the purchase, configuration and installation of the surveillance cameras and the licenses for CIP 22-35 Major City Parks.

Due to the supply chain and demand, there is a long lead time for the required equipment. To not delay the project, provide a tool for the Lathrop Police department to use during investigations and deter further vandalism the City Manager signed the Service Contract with ICU Technologies Inc. for the camera surveillance systems for Phase II of the CIP 22-35 Major City Parks in March 2024.

Tonight, Staff is requesting City Council adopt a resolution to ratify City Manager approval of the service contract with ICU Technologies, Inc. for a sum of \$244,919.10 for Phase II of Major City Parks CIP 22-35.

REASON FOR RECOMMENDATION:

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 22-35 for Camera Surveillance System for Major City Parks represents an effort to utilize technology to deter crimes, expedite crime solving, and to enhance crime prevention and public safety.

FISCAL IMPACT:

There are sufficient funds available in CIP GG 22-35 to cover the costs of installation of a camera surveillance systems procured through ICU Technologies, Inc.

ATTACHMENTS:

- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance Systems for Phase II of Major City Parks Surveillance Systems CIP GG 22-35
- B. Service Contract with ICU Technologies, Inc. to Provide, Configure and Install Camera Surveillance System for Phase II of Major City Parks Surveillance Systems CIP GG 22-35

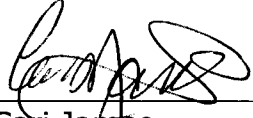
CITY MANAGER'S REPORT
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
RATIFY THE SERVICE CONTRACT WITHICU TECHNOLOGIES INC. FOR THE
CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS
SURVEILLANCE CIP GG 22-35

APPROVALS:



Tony Fernandes
Information Systems Director

3-25-2024
Date



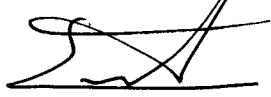
Cari James
Finance Director

3/25/2024
Date



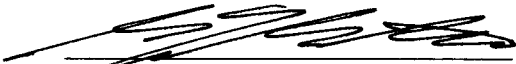
Michael King
Assistant City Manager

3.26.2024
Date



Salvador Navarrete
City Attorney

3-22-2024
Date



Stephen J. Salvatore
City Manager

3.28.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE SERVICE CONTRACT WITH ICU TECHNOLOGIES INC. FOR THE CAMERA SURVEILLANCE SYSTEMS FOR PHASE II OF MAJOR CITY PARKS CIP GG 22-35

WHEREAS, on September 13, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-35 for Camera Surveillance Systems for Major City Parks; and

WHEREAS, the first phase that included Apolinar Sangalang Park, Manuel Valverde Park and Woodfield Park is complete; and

WHEREAS, staff proposed Champion Park, Park West, Woodfield Park Basin, William S. Moss Park and Mossdale Landing Community Park to have the surveillance system installed as Phase II; and

WHEREAS, ICU currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software; and

WHEREAS, ICU presented proposals totaling \$244,919.10 at pricing equal to the contract that ICU holds with GSA and therefore, this contract is exempt from bidding pursuant to Lathrop Municipal Code (LMC) 2.36.110(a) for the purchase, configuration and installation of the surveillance cameras and the licenses for CIP 22-35 Major City Parks.

WHEREAS, to not delay the project provide a tool for the Lathrop Police department to use during investigations and deter further vandalism, the City Manager signed the Service Contract with ICU Technologies Inc. in March 2024.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the service contract with ICU Technologies Inc. for the Camera Surveillance Systems for Phase II of Major City Parks Surveillance CIP GG 22-35 in the amount of \$244,919.09.

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

AYES:

NOES:

ABSENT:

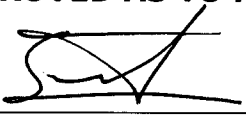
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

March 29, 2024

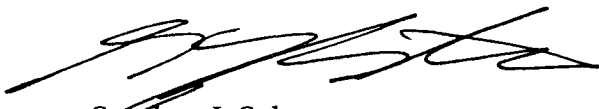
ICU Technologies, Inc.
Tommy Smith
1382 Blue Oaks Blvd, Suite #110
Roseville, CA 95678

Dear Mr. Smith:

Enclosed please find your original executed agreement to provide the **Purchase, Configuration and Installation Cameras for CIP GG 22-35 Major Parks Surveillance Phase II**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP AGREEMENT BETWEEN THE CITY OF LATHROP
AND ICU TECHNOLOGIES, INC.
FOR THE PURCHASE, INSTALLATION AND CONFIGURATION OF
PIVOT TILT ZOOM (PTZ) AND MULTI-SENSOR CAMERAS FOR CIP GG
22-35 MAJOR CITY PARKS SURVIELLANCE**

THIS AGREEMENT, dated for convenience this 24 day of March 2024, is by and made and entered into by and between ICU TECHNOLOGIES, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

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

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

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

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

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

AGREEMENT

(1) Scope of Service.

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

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$244,919.10** as described in Exhibit "A" through Exhibit "E".

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

(3) Effective Date and Term.

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

(4) Independent Contractor Status.

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

(5) Billings.

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

(6) Advice and Status Reporting.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

(7) Assignment of Personnel.

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

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

(8) Assignment and Subcontracting.

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

(9) Insurance.

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

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

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

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

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

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

(10) Indemnification - CONSULTANT'S Responsibility.

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

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

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

(11) Licenses.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

(15) Notices.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

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

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

(16) Miscellaneous.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

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

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

(17) General Contractor Responsibilities.

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

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

(18) Notice to Proceed.

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

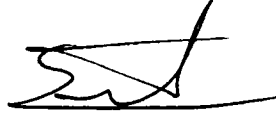
(19) Signatures.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND CONFIGURATION OF PTZ AND MULTI-SENSOR
CAMERAS FOR CIP GG 23-35 MAJOR CITY PARKS SURVIELLANCE

Approved as to Form:
Subject to Ratification

City of Lathrop
City Attorney



3-20-2024


Salvador Navarrete

Date

Recommended By:

Director of Information Systems

DocuSigned by:



3/20/2024

16290F53101F478...

Tony Fernandes

Date

Information Systems Director

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution # _____



3-29-24

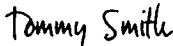
Stephen J. Salvatore
City Manager

Date

CONSULTANT:

ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Fed ID #: 27-3118908
Business License #: 41814

DocuSigned by:



3/20/2024

74C195C4C9704A0...

Signature

Date

Tommy Smith

CEO

Print Name

Title



ICU Technologies Inc.

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

Exhibit A

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

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

ESTIMATE 2024-1007
 DATE 02/08/2024
 EXPIRATION 03/29/2024
 DATE

PROJECT NAME
 Champion Park Video Solution

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	10	2,233.17	22,331.70T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	4	2,543.22	10,172.88T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	14	98.27	1,375.78T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	10	161.41	1,614.10T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	10	161.42	1,614.20T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	10	315.41	3,154.10T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	14	93.15	1,304.10T
334220	NVR5-PRM-96TB-S19-NA NVR5 PRM 96TB 2U Rack Mnt; WS19 NA	1	33,734.39	33,734.39T
OLM	ICU-MISC-GSA Aetek:H40-022-90-120-A -	13	546.00	7,098.00T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	14	256.37	3,589.18
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	520.00	520.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	134	127.27	17,054.18

Subtotal:
 103,562.61

N/A	GSA-IFF	103,562.61	0.007556	782.52
OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	1,521.92	0.58	882.71
N/A	ICU-SHIPPING Freight to customer location	1	1,250.00	1,250.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	106,477.84
TAX	7,255.43
TOTAL	\$113,733.27

Accepted By

Accepted Date

Exhibit B



ICU Technologies Inc.

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

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

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

ESTIMATE 2024-1011
 DATE 01/17/2024

PROJECT NAME
 Mossdale Landing Video Solution

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	6	2,233.17	13,399.02T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	3	2,543.22	7,629.66T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	9	98.27	884.43T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	6	161.41	968.46T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	6	161.42	968.52T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	6	315.41	1,892.46T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	9	93.15	838.35T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	4	2,552.60	10,210.40T
OLM	ICU-MISC-GSA Avigilon:POE-INJ2-95W-BT-NA - Indoor single Port PoE Injector Gigabit, 95W, NA power cord, for use with H4IR PTZ - indoor installation rated.	3	382.33	1,146.99T
	POE-INJ2-60W-NA Indoor single port Gigabit PoE++ 60W, North American power cord included.	6	147.37	884.22T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	9	256.37	2,307.33
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	390.00	390.00T

541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	96	127.27	12,217.92
				Subtotal: 53,737.76
N/A	GSA-IFF	53,737.76	0.007556	406.04
OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	1,141.44	0.58	662.04
N/A	ICU-SHIPPING Freight to customer location	1	582.00	582.00

Estimate Notes.

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	55,387.84
TAX	3,431.09
TOTAL	\$58,818.93

Accepted By

Accepted Date



ICU Technologies Inc.

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

Exhibit C

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

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

ESTIMATE 2024-1008
 DATE 01/17/2024

PROJECT NAME
 Park West Video Solution

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	3	2,233.17	6,699.51T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	3	2,543.22	7,629.66T
OLM	PP350 Pelco PP350 Parapet Wall Mount	6	448.50	2,691.00T
OLM	ICU-MISC-GSA Avigilon:NPTA-1001 - 1.5 inch NPT Adapter for Large Pendant Mount Camera	6	53.19	319.14T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	3	161.41	484.23T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	3	161.42	484.26T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	3	315.41	946.23T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	3	2,552.60	7,657.80T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	6	256.37	1,538.22
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	260.00	260.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	48	127.27	6,108.96
				Subtotal: 34,819.01
N/A	GSA-IFF	34,819.01	0.007556	263.09

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	570.72	0.58	331.02
N/A	ICU-SHIPPING Freight to customer location	1	404.00	404.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	35,817.12
TAX	2,377.54
TOTAL	\$38,194.66

Accepted By

Accepted Date

Exhibit D



ICU Technologies Inc.

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

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

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

ESTIMATE 2024-1010
 DATE 01/17/2024

PROJECT NAME
 William S. Moss Video Solution

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	1	2,233.17	2,233.17T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	1	2,543.22	2,543.22T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	2	98.27	196.54T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	1	161.41	161.41T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	1	161.42	161.42T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1	315.41	315.41T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	2	93.15	186.30T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	2	2,552.60	5,105.20T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	2	256.37	512.74
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	130.00	130.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	32	127.27	4,072.64
				Subtotal: 15,618.05
N/A	GSA-IFF	15,618.05	0.007556	118.01

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	380.48	0.58	220.68
N/A	ICU-SHIPPING Freight to customer location	1	164.00	164.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	16,120.74
TAX	965.36
TOTAL	\$17,086.10

Accepted By

Accepted Date



ICU Technologies Inc.

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

Exhibit E

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

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

ESTIMATE 2024-1009
 DATE 01/17/2024

PROJECT NAME
 Woodfield Basin Video Solution

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
	20C-H5A-4MH 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	1	2,233.17	2,233.17T
334220	2.0C-H5A-PTZ-DP36 H5A; 2MP 36x Pendant PTZ Dome	1	2,543.22	2,543.22T
OLM	ICU-MISC-GSA Avigilon:WLMT-1001 - Wall Mount for large pendant camera	2	98.27	196.54T
	H5AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	1	161.41	161.41T
OLM	ICU-MISC-GSA Avigilon:H5AMH-AD-PEND1 - Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	1	161.42	161.42T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	1	315.41	315.41T
OLM	ICU-MISC-GSA Avigilon:PLMT-1001 - POLE MOUNT FOR LRGE PENDT WLMT-1001	2	93.15	186.30T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	2	2,552.60	5,105.20T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	2	256.37	512.74
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	130.00	130.00T
541330L	ICU-TECH1 Installation and service of access control and video surveillance field devices/systems.	32	127.27	4,072.64
				Subtotal: 15,618.05
N/A	GSA-IFF	15,618.05	0.007556	118.01

OLM	ICU-MISC-GSA Round-Trip Mileage from ICU HQ to Lathrop - 20 round trips x 2 vehicles - 82 miles one way	380.48	0.58	220.68
N/A	ICU-SHIPPING Freight to customer location	1	164.00	164.00

Estimate Notes:

1. DIR# 1000064885
2. Email Order to orders@icu-techinc.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	16,120.74
TAX	965.36
TOTAL	\$17,086.10

Accepted By

Accepted Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2024

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).

PRODUCER		CONTACT NAME: Certificates	
Navo Financial, Inc. Insurance and Financial Solutions		PHONE (A/C, No, Ext): (559) 733-5169	FAX (A/C, No): (888) 456-0130
2045 South Court Street, Suite A		E-MAIL ADDRESS: certs@navofinancial.com	
Visalia CA 93277		INSURER(S) AFFORDING COVERAGE	
		INSURER A: LANDMARK AMER INS CO	
		INSURER B: HARTFORD ACCID & IND CO	
		INSURER C: HUDSON INS CO	
		INSURER D: HARTFORD CASUALTY INS CO	
		INSURER E: GREAT AMER RISK SOLUTIONS SURPLUS LINES IT	
		INSURER F:	
INSURED		NAIC #	
ICU Technologies Inc		33138	
1382 BLUE OAKS BLVD		22357	
Suite 110		25054	
ROSEVILLE CA 95678-7019		29424	
		35351	

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSO	WVD				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	LHA142219	06/09/2023	06/09/2024	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 \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	51UECBD7944	06/09/2023	06/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			HXS 1001910 01	06/09/2023	06/09/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED RETENTION \$						
D	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	51 WEC BA8T7Y	01/03/2024	01/03/2025	<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
E	PRODUCT LIABILITY			PL 3288670-04	03/12/2024	03/12/2025	EACH OCC \$1,000,000 PROD-COMP AGG \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Of Lathrop is listed as additional insured per written contract or agreement per attached general liability and commercial auto endorsement

CERTIFICATE HOLDER	CANCELLATION
City Of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anthony Maese

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): ANY PREMISES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW</p>
<p>Additional Premium: \$ INCLUDED</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", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
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 their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
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" 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.

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(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
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 – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision: ANY STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION TO WHOM OR TO WHICH YOU ARE OBLIGATED BY THE ISSUANCE OR EXISTENCE OF A WRITTEN PERMIT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY.</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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 6/9/2023
forms part of Policy Number LHA142219
issued to ICU TECHNOLOGIES INC
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: Hartford Casualty Insurance Company

NCCI Company Number: 14397

Policy Effective Date: 01/03/24

Policy Number: 51 WEC BA8T7Y

Effective Date: 03/22/24

Named Insured and Address:

Effective hour is the same as stated on the Information Page of the policy.

ICU TECHNOLOGIES INC
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678

Audit Period: ANNUAL

Policy Expiration Date: 01/03/25

Endorsement Number: 002

FEIN Number: 27-3118908

Producer Name: NAVO FIN INC INS AND FIN SOLUTIONS

Producer Code: 51135504

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of an additional premium of \$131, it is agreed that:

Policy is amended to add the following condition(s):

Waiver of Our Right to Recover from Others Endorsement

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC040306
WC990006A(.2)

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

G-4119-0
WC990006A(.1P)

Countersigned by

Susan L. Castaneda

Authorized Representative

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER 100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUMS
CA - Location 1			
Rating Period: 01/03/2024-03/22/2024			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	45,112.00	3.950000	1,782
8742 SALESPERSONS - OUTSIDE	201,169.00	0.500000	1,006
8810 CLERICAL OFFICE EMPLOYEES-N O C	177,426.00	0.350000	621
Rating Period: 03/22/2024-01/03/2025			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	163,888.00	3.950000	6,474
8742 SALESPERSONS - OUTSIDE	730,831.00	0.500000	3,654
8810 CLERICAL OFFICE EMPLOYEES-N O C	644,574.00	0.350000	2,256
Rating Period: 01/03/2024-01/03/2025			
7605 SECURITY ALARM, FIRE ALARM OR LIFE SAFETY SYSTEMS INSTALLATION, SERVICE OR REPAIR - INCLUDING SHOP, YARD OR STORAGE OPERATIONS	209,000.00	3.950000	-8,256
8742 SALESPERSONS - OUTSIDE	932,000.00	0.500000	-4,660
8810 CLERICAL OFFICE EMPLOYEES-N O C	822,000.00	0.350000	-2,877
Total State Summary			
Total Class Premium			0
CA Territorial Differential	0.00	0.877000	1
Waiver charge	0.00	0.020000	248
Schedule Rating Factor	0.00	0.500000	-125
Premium discount	0.00	0.010000	-2
Expense constant	0.00		0
Terrorism Risk Insurance Program Reauthorization Act	0.00	0.020000	0
Disclosure Endorsement			
CA User Fund	0.00	2.460400	4

Form WC 99 00 06 A (1) Printed in U.S.A.
Process Date: 03/22/24

Page 2
Policy Expiration Date: 01/03/25

CHANGE IN INFORMATION PAGE (Continued)

Policy Number: 51 WEC BA8T7Y

SCHEDULE

IT IS AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

CLASS CODE NUMBER AND DESCRIPTION	ESTIMATED TOTAL ANNUAL RENUMERATION	RATES PER 100 OF RENUMERATION	ESTIMATED ANNUAL PREMIUMS
CA Fraud	0.00	0.412200	1
CA Uninsured Employers Benefit Trust Fund	0.00	0.150500	0
CA Subsequent Injuries Benefit Trust Fund Assessments	0.00	1.589100	3
CA Occupational Safety & Health Fund	0.00	0.726600	1
CA Labor Enforcement & Compliance Fund	0.00	0.710900	0
California Total Cost			131



POLICY HOLDER NOTICE - PAYROLL BILLING

Thank you for choosing The Hartford. Your policy is on our payroll billing method. The payroll billing method uses actual payrolls received throughout the policy period and a blended rate(s) to determine premiums due during the policy period. To learn more about how your premium is calculated on the payroll billing method please visit: <https://www.thehartford.com/blended>

Below are the blended rate(s) being used for each state and classification code on your policy:

State	Class Code	Blended Rate	Effective
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.180000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.850000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.250000	01/03/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8742	0.260000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	7605	1.890000	03/22/2024
1: 1382 BLUE OAKS BLVD STE 110, ROSEVILLE, CA	8810	0.190000	03/22/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAVO FIN INC INS AND FIN SOLUTIONS 51135504 2045 SOUTH COURT STREET VISALIA CA 93277	CONTACT NAME: PHONE (559) 733-5169 FAX: (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC#</td> </tr> <tr> <td style="border: none;">INSURER A : Hartford Casualty Insurance Company</td> <td style="border: none; text-align: right;">29424</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED ICU TECHNOLOGIES INC 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS																					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG																					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)																					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE																					
A	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 <input type="checkbox"/>	N/A	X	51 WEC BA8TY7	01/03/2024	01/03/2025	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><input checked="" type="checkbox"/></td> <td style="text-align: center; border: none;">PER STATUTE</td> <td style="text-align: center; border: none;"><input type="checkbox"/></td> <td style="text-align: center; border: none;">OTH-ER</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$1,000,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">E.L. DISEASE -EA EMPLOYEE</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$1,000,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="text-align: right; border: none;">\$1,000,000</td> </tr> </table>	<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
<input checked="" type="checkbox"/>	PER STATUTE	<input type="checkbox"/>	OTH-ER																									
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	E.L. DISEASE -EA EMPLOYEE			\$1,000,000																								
	E.L. DISEASE - POLICY LIMIT			\$1,000,000																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER For Informational Purposes Only 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 10px;"> </div>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 51 WEC BA8T7Y

Endorsement Number: 002

Effective Date: 03/22/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: ICU Technologies Inc
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative

AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY NAVO FIN INC INS AND FIN SOLUTIONS		NAMED INSURED ICU TECHNOLOGIES INC 1382 BLUE OAKS BLVD STE 110 ROSEVILLE CA 95678-7052	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of the Certificate Holder per the Broad Form Endorsement-Extended Option WC990301, attached to this policy.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 22, 2024

For Informational Purposes Only
1382 BLUE OAKS BLVD STE 110
ROSEVILLE CA 95678-7052

Account Information:

Policy Holder Details :	ICU Technologies Inc
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

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

ITEM: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL 21, 2024

RECOMMENDATION: Adopt Resolution Approving Professional Services Agreement with Butler Amusement, Inc. for Lathrop Police Department to Provide Law Enforcement Services for their Annual Carnival Event on April 18, 2024 through April 21, 2024

SUMMARY:

Butler Amusements, Inc. (Butler) is holding its annual carnival for 2024 at 1401 River Islands Parkway (APN 213-310-40). The event is scheduled to be held from April 18, 2024 through April 21, 2024. Set up for the event will begin on April 15, 2024 and teardown will be on April 21, 2024. Butler is contracting with a private security firm to provide security for the duration of the event. In addition, Butler has requested law enforcement services from the City of Lathrop Police Department (LPD) for their event for additional security. The Lathrop Police Department is requiring two (2) Police Officers and one (1) Community Service Officer (CSO) during the peak hours of the event as detailed in the table below:

Date	No. of Officers	No. of CSOs	Hours	Total Hours
Friday, April 19	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Saturday, April 20	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Sunday, April 21	2	1	4:30PM – 9:30PM (5 hours)	15 Hours

The total hours required for the duration of the event is thirty (30) police officer overtime hours and fifteen (15) CSO overtime hours. LPD is able to provide the required overtime hours for the carnival. Butler has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety at the event.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services for Butler Amusement’s annual carnival event.

**CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING**

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL 21, 2024

BACKGROUND:

Butler holds an annual carnival during the month of April that attracts thousands of local attendees from the City of Lathrop and the surrounding areas. For 2023, LPD provided law enforcement services to Butler for their annual carnival, and Butler has requested LPD to provide law enforcement services for their carnival again this year. LPD is able to provide the requested hours for the event.

The carnival is scheduled from April 18, 2024 through April 21, 2024 and will be held at 1401 River Islands Parkway, near the Welcome Center in River Islands. The carnival will consist of nineteen (19) amusement rides, approximately eleven (11) game concessions and two (2) food concessions. Lathrop Police Department is requiring a total of thirty (30) police officer overtime hours and fifteen (15) CSO overtime hours for the duration of the event.

Lathrop Police Officers will work the hours below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
Friday, April 19	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50
Saturday, April 20	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50
Sunday, April 21	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50

Community Service Officers will work the hours below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
Friday, April 19	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70
Saturday, April 20	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70
Sunday, April 21	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70

LPD officers will work on a voluntary and rotational basis, and officers working the event will do so outside of their regularly assigned work schedule.

The total estimated cost for the overtime hours requested is \$4,166. Butler further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event.

APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL 21, 2024

REASON FOR RECOMMENDATION:

LPD is able to provide the services requested and Butler has agreed to pay the overtime rate to cover the costs of sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for Butler's annual carnival.

FISCAL IMPACT:

LPD overtime for the event is estimated at \$4,166 and Butler agrees to pay this amount as an initial deposit. At the conclusion of the event, the City will invoice Butler for the actual cost of providing law enforcement services and apply the deposit as a credit. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, Butler will be responsible for reimbursement of the actual hours worked and costs for mutual aid.

There is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-40-20-341-01-01 (Current Service Charges) \$909

Increase Revenue: 1010-40-30-341-01-01 (Current Service Charges) \$3,257

Increase Expense: 1010-40-30-410-13-00 (Overtime) \$909

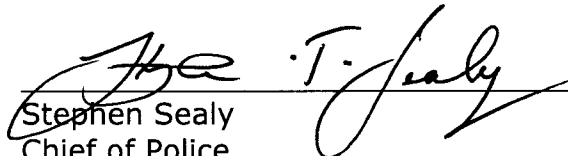
Increase Expense: 1010-40-20-410-13-00 (Overtime) \$3,257

ATTACHMENTS:

- A. Resolution Approving Professional Services Agreement with Butler Amusements, Inc. for Lathrop Police Department to Provide Law Enforcement Services for Annual Carnival Event on April 18, 2024 through April 21, 2024
- B. Professional Services Agreement with Butler Amusements, Inc. for Lathrop Police Department to Provide Law Enforcement Services for Annual Carnival Event on April 18, 2024 through April 21, 2024

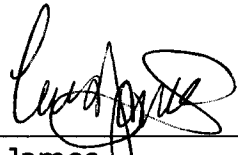
CITY MANAGER'S REPORT **PAGE 4**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER
AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW
ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18,
2024 THROUGH APRIL 21, 2024

APPROVALS:




Stephen Sealy
Chief of Police

3/27/2024
Date



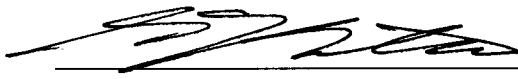
Cari James
Finance Director

3/27/2024
Date



Salvador Navarrete
City Attorney

3.28.2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL 21, 2024

WHEREAS, Butler Amusements, Inc. (Butler) is holding its annual carnival at 1401 River Islands Parkway (APN 213-310-40); and

WHEREAS, the event is scheduled to be held from April 18, 2024 through April 21, 2024, with set up for the event to begin on April 15, 2024 and teardown will be on April 22, 2024; and

WHEREAS, the carnival will consist of nineteen (19) amusement rides, approximately eleven (11) game concessions and two (2) food concessions; and

WHEREAS, Butler is contracting with a private security firm to provide security for the duration of the event; and

WHEREAS, for 2023, Butler contracted with the Lathrop Police Department (LPD) to provide additional law enforcement services for their annual carnival; and

WHEREAS, Butler has requested LPD provide law enforcement services for their annual event this year, and LPD is able to provide the requested hours; and

WHEREAS, Government Code 53069.8 allows the legislative body of any city to contract with private entities to preserve the peace at special events or occurrences and provide supplemental law enforcement services; and

WHEREAS, the Lathrop Police Department is requiring two (2) police officers and one (1) Community Service Officer for the duration of the event as detailed in the table below; and

Date	No. of Officers	No. of CSOs	Hours	Total Hours
Friday, April 19	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Saturday, April 20	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Sunday, April 21	2	1	4:30PM – 9:30PM (5 hours)	15 Hours

WHEREAS, the total hours required for the duration of the event is thirty (30) police officer overtime hours and fifteen (15) CSO overtime hours; and

WHEREAS, officers will work on a voluntary and rotational basis, and officers working the event will do so outside of their regularly assigned work schedule; and

WHEREAS, Butler further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event; and

WHEREAS, overtime for the event is estimated at \$4,166; and

WHEREAS, there is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-40-20-341-01-01 (Current Service Charges) \$909
Increase Revenue: 1010-40-30-341-01-01 (Current Service Charges) \$3,257
Increase Expense: 1010-40-30-410-13-00 (Overtime) \$909
Increase Expense: 1010-40-20-410-13-00 (Overtime) \$3,257

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the agreement with Butler Amusements, Inc. to provide law enforcement services for the annual carnival event on April 18, 2024 through April 21, 2024.

The foregoing resolution was passed and adopted this 8th day of April 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

**PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC.
FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT
SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 18, 2024 THROUGH APRIL
21, 2024**

THIS AGREEMENT for law enforcement services to BUTLER AMUSEMENTS, INC. for the ANNUAL CARNIVAL event (hereinafter “EVENT”), dated for convenience this **8th day of April 2024** is by and between **BUTLER AMUSEMENTS, INC.**, a separate and distinct entity (hereinafter “BUTLER”) and the **City of Lathrop**, a California municipal corporation (hereinafter “CITY”). The CITY and BUTLER may be referred to herein as “Party” or collectively as “Parties”.

RECITALS:

WHEREAS, BUTLER requests the CITY to provide law enforcement security services for its EVENT; and

WHEREAS, the CITY desires to accommodate BUTLER’S request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate EVENT for the purposes of public safety; and

WHEREAS, any costs associated with work hours pursuant to this AGREEMENT wherein Officers worked at the EVENT shall be paid for by BUTLER at the rate indicated in the estimated cost schedule below.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions in this Agreement, BUTLER and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CITY's assigned police officers shall provide law enforcement security services to BUTLER’S ANNUAL CARNIVAL EVENT located at 1401 River Islands Parkway, Lathrop, CA 95330 in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY's employee and shall be subject to the CITY's administration, supervision, and control.
- B. BUTLER agrees to the estimated costs for law enforcement security provided by the Lathrop Police Department.
- C. The estimated costs is based on the understanding that CITY shall assign Police Officers and Community Service Officers to cover the EVENT on each requested day on a rotational basis. Police and Community Resource Officer(s) will work from a schedule with a total of 136 hours for the duration of the EVENT as detailed in Section 2 Compensation below.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

- D. The CITY shall be entitled to a reimbursement should circumstances arise requiring more hours/and or personnel and the estimated cost would be adjusted accordingly.
- E. BUTLER shall be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. Additionally, event hours are estimates. If the EVENT closes early, officers may work less hours.
- F. BUTLER agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those cost will be the responsibility of BUTLER. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.

(2) Compensation

BUTLER hereby agrees to pay an initial deposit of \$4,166, which is the total estimated cost of law enforcement services as detailed in the schedule below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
4/19/24	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50
4/20/24	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50
4/21/24	2	4:30PM – 9:30PM (5 hours)	10	\$108.55	\$1,085.50
Total Police Officers Estimated Cost					\$3,256.50

Date	No. of CSOs	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
4/19/24	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70
4/20/24	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70
4/21/24	1	4:30PM – 9:30PM (5 hours)	5	\$60.54	\$302.70
Total Community Service Officers Estimated Cost					\$908.10

After the EVENT, CITY will invoice BUTLER for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for the EVENT and apply the initial deposit as a credit. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the estimated cost schedule above may vary.

(3) Effective Date and Term

The effective date of this Agreement shall be from the date of its full execution through **April 21, 2024**, unless terminated earlier by either party providing seven (7) days’ written notice.

(4) Employment of Officer(s) and Assignments

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. BUTLER shall

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement. CITY shall assign Police Officers to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule as detailed in Section 2 Compensation of the Agreement, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

(5) Billings

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services incurred and any additional resource costs incurred for the EVENT. BUTLER shall remit payment to the CITY within thirty (30) days of receipt of invoice.

(6) Supplies & Equipment

CITY shall provide each officer with the following equipment:

- A. Police Vehicles: City shall,
 - 1. Provide a standard patrol vehicle for each officer.
 - 2. Maintain the motor vehicles assigned to each officer.
 - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
 - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. Weapons and Ammunition
 - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. Office Supplies
 - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

(7) Compliance With the Laws

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

(8) Insurance

- A. BUTLER shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) 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. BUTLER general liability policies shall be primary and shall not seek contribution from the CITY's coverage, and be endorsed using ISO 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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

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 BUTLER shall not affect coverage provided the CITY.
- C. Coverage shall state that BUTLER 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.

(9) Indemnification

- A. BUTLER shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of BUTLER or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- C. If BUTLER rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, BUTLER shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by BUTLER.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

(10) Integration of Prior Terms and Conditions

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

(11) Termination

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving seven (7) days' written notice to the other party. Upon termination of this Agreement as herein provided, BUTLER shall have no obligation to compensate of pay the CITY except for services provided prior to termination.

(12) 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 (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Lathrop Police Department 940 River Islands Parkway Lathrop, CA 95330
To BUTLER:	Butler Amusements, Inc. Attn: Andrea Stillwell P.O. Box 2210 Fairfield, CA 94533

(13) 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.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. 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.
- 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. 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.
- K. 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.
- L. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. 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.
- N. 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.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 18, 2024 THROUGH APRIL 21, 2024.

(14) 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 BUTLER and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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ITEM 4.8

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

ITEM: APPROVE TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP, INC. FOR CITYWIDE CFF UPDATE, CIP GG 22-01 AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving Task Order No. 12 with Goodwin Consulting Group, Inc., for the Citywide Capital Facilities Fees Update, CIP GG 22-01 and Approve Budget Amendment

SUMMARY:

Capital Facilities Fees (CFF's) are essential to providing a revenue source for capital improvement projects within the City. As development progresses, it is necessary to update the CFF's to include modifications to land uses, reimbursements for developer installed infrastructure and adjustments to existing fees for current project costs.

Staff received a proposal from Goodwin Consulting Group, Inc. (GCG) to update the CFF's, CIP GG 22-01. Staff requests that City Council approve Task Order No. 12 with GCG for \$59,500. Sufficient funds were not approved in the FY 23-24 budget, therefore; staff also requests that City Council approve a budget amendment as detailed in the fiscal impact section below.

BACKGROUND:

On November 13, 2023, City Council approved the Central Lathrop Specific Plan (CLSP) Phase 2 Amendment changing the zoning in the CLSP Phase 2 area from residential to limited industrial. Pursuant to the conditions of the CLSP Phase 2 Amendment, Hodgdon Group (Developer) is required to complete a Capital Facility Fee Study to update existing fees and establish new fees that will fund existing and proposed infrastructure throughout the City. The change from residential to limited industrial zoning modified the weight in which the CFF's are distributed throughout the City and therefore, a citywide CFF update is needed.

The State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project. The City retained GCG to assist in preparing fees for CLSP Phase 2, in accordance with AB 1600. GCG has assisted the City in establishing CFF's for various specific plan areas throughout the City.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP, INC.
FOR CITYWIDE CFF UPDATE, CIP GG 22-01 AND APPROVE BUDGET
AMENDMENT

REASON FOR RECOMMENDATION:

CFF’s are essential to providing a revenue source for capital improvement projects within the City. As development progresses, it is necessary to update the CFF’s to include modifications to land uses, reimbursements for developer installed infrastructure and adjustments to existing fees for current project costs.

FISCAL IMPACT:

The total cost of Task Order No. 12 with GCG is \$59,500 to update the CFF’s. The Developer has funded Task Order No. 12, but the funds need to be transferred to the project (GG 22-01), therefore staff requests that City Council approve a budget amendment as detailed below.

Increase Revenue		
2710-80-00-372-01-00		\$59,500
Increase Transfer Out		
2710- 9900-90-9010		\$59,500
Increase Transfer In		
3010-9900-393-0000	GG 22-01	\$59,500
Increase Appropriation		
3010-8000-420-1200	GG 22-01	\$59,500

ATTACHMENTS:

- A. Resolution Approving Task Order No. 12 with Goodwin Consulting Group, Inc., for the Citywide Capital Facilities Fees Update, CIP PS 22-01 and Approve Budget Amendment
- B. Task Order No. 12 with Goodwin Consulting Group to update the Citywide Capital Facilities Fees Update, CIP GG 20-17

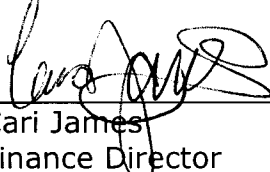
CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP, INC.
FOR CITYWIDE CFF UPDATE, CIP GG 22-01 AND APPROVE BUDGET
AMENDMENT

APPROVALS



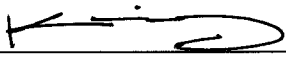
Brad Taylor
City Engineer

3/26/2024
Date




Cari James
Finance Director

3/26/2024
Date



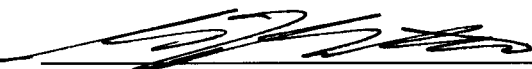
Michael King
Assistant City Manager

3.26.2024
Date



Salvador Navarrete
City Attorney

3-26-2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP, INC. FOR THE CITYWIDE CAPITAL FACILITIES FEES UPDATE, CIP GG 22-01 AND APPROVE BUDGET AMENDMENT

WHEREAS, on November 13, 2023 City Council approved the Central Lathrop Specific Plan (CLSP) Phase 2 Amendment changing the zoning in the CLSP Phase 2 area from residential to limited industrial; and

WHEREAS, pursuant to the conditions of the CLSP Phase 2 Amendment Hodgdon Group Realty, Inc. (Developer) is required to complete a Capital Facility Fee Study to update existing fees and establish new fees that will fund existing and proposed infrastructure throughout the City; and

WHEREAS, the change from residential to limited industrial zoning modified the weight in which the CFF's are distributed throughout the City and therefore, a citywide CFF update is needed; and

WHEREAS, the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a development impact fee as a condition of approval of a development project. The City retained GCG to assist in preparing fees for CLSP Phase 2, in accordance with AB 1600. GCG has assisted the City in establishing CFF's for various specific plan areas throughout the City; and

WHEREAS, the total cost of Task Order No. 12 with GCG is \$59,500 to update the Citywide CFF's, CIP GG 22-01. The Developer has funded Task Order No. 12, but the funds need to be transferred to the project; therefore, staff requests that City Council approve a budget amendment as follows:

Increase Revenue		
2710-80-00-372-01-00		\$59,500
Increase Transfer Out		
2710- 9900-90-9010		\$59,500
Increase Transfer In		
3010-9900-393-0000	GG 22-01	\$59,500
Increase Appropriation		
3010-8000-420-1200	GG 22-01	\$59,500

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Task Order No. 12 with Goodwin Consulting Group, Inc. for \$59,500 to update the Citywide CFF's and budget amendment as detailed above.

The foregoing resolution was passed and adopted this 8th day of April 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

**TASK ORDER NO. 12 PURSUANT TO MASTER CONSULTING
AGREEMENT DATED MAY 13, 2019 WITH
GOODWIN CONSULTING GROUP**

**TO PREPARE THE CITYWIDE CAPITAL FACILITIES FEES UPDATE,
CIP GG 22-01**

THIS TASK ORDER NO. 12, dated for convenience this **8th of April 2024** is by and made and entered into by and between **GOODWIN CONSULTING GROUP** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on May 13, 2019, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, and pursuant to Section 3 "Effective Date and Term," the AGREEMENT shall automatically be renewed under the same terms and conditions by which the CONSULTANT has agreed to prepare Capital Facilities Fees for Various Development Projects; and

WHEREAS, at the request of the City, CONSULTANT submitted the scope of work and fee estimate for services which are attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the developer (Hodgdon Group Realty, Inc.) has fully funded the cost of this agreement, and payment has been deposited with the CITY;

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

AGREEMENT

(1) Incorporation of Master Agreement

This Task Order No. 12 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services dated May 13, 2019, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

CITY OF LATHROP – TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP
TO PREPARE THE CITYWIDE CFF UPDATE, CIP GG 22-01

(3) **Effective Date and Term.**

The effective date of this **Task Order No. 12** is **April 8, 2024**, and it shall terminate no later than **December 31, 2025**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$59,500** for the scope of work and fee proposal attached hereto as Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) **Notice to Proceed**

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

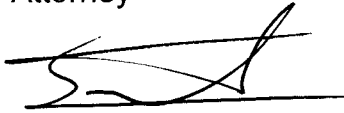
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 12 WITH GOODWIN CONSULTING GROUP
TO PREPARE THE CITYWIDE CFF UPDATE, CIP GG 22-01

Approved as to Form:

City of Lathrop
City Attorney



3-24-2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Goodwin Consulting Group
655 University Avenue, Suite 200
Sacramento, CA 95825

Fed ID # _____
Lathrop Bus License # _____

By: Print Name, Title

Date



I. CITY OF LATHROP FEE STUDY UPDATE - SCOPE OF WORK

Goodwin Consulting Group, Inc. (GCG) will prepare the City of Lathrop (City) Capital Facilities Fee (CFF) Study Update (the "Study") to ensure that the fees included in the Study are compliant with the Mitigation Fee Act (Government Code Section 66000 et. seq.) and updated for revised land uses approved in Phase 2 of the Central Lathrop Specific Plan (CLSP) area. Additionally, GCG will evaluate the existing fee methodologies and update as required to comply with new impact fee requirements pursuant to Assembly Bill 602 (AB 602) that went into effect in 2022. These CFFs will be used to fund various public facilities both within Central Lathrop and also other development areas of the City that share facilities with Phase 2 of CLSP. The CFFs included in this scope of work are as follows:

- West/Central Lathrop Regional Transportation
- Water System – West/Central Lathrop Well Improvement
- Sewer/Recycled Water System for CLSP
- Culture and Leisure
- CLSP In-Lieu Community Parks Dedication
- CLSP Storm Drainage System Improvements for WS4
- Municipal Services
- WLSP Regional Transportation

Following is a summary of the tasks that will be provided.

Task 1. Project Initiation Meeting

GCG will coordinate with City staff on the updated facilities, costs, and development estimates within CLSP and other areas that will be used to calculate the fees. GCG will also coordinate with staff on the cost allocation methodology that will be used to calculate the fees. GCG will review the cost allocation methodologies to ensure they are a reasonable approach to establish nexus between the land uses and the fees and to ensure compliance with AB 602. GCG will coordinate with the City on reviewing existing levels of service and any justifications needed for increases as a result of the fee updates. Additionally, GCG will coordinate with the City to examine fees collected prior to the fee update to justify fee increases, if any, as required by AB 602. Finally, GCG will coordinate with City staff to determine the preferable fee format for the program.

Task 2. Data Collection and Development

GCG will collect updated land use, infrastructure, parcel, and development data related to the CLSP area and refer to the DA regarding reimbursement provisions for the facilities and costs. GCG will also obtain land use information for other affected areas as necessary. If necessary,

GCG will collect existing residential square footage data to develop an average for use in converting fees to a per square-foot basis, as required by AB 602. GCG will rely on an existing traffic study or a new traffic study for trip generation information used to update the West/Central Lathrop Regional Transportation CFF.

Task 3. Fee Calculation and Analysis

Once the facilities and land costs have been updated, GCG will allocate costs based on application of the following steps:

- Allocate each facility's costs based on acreage or equivalent dwelling units (EDUs) to the land use categories in CLSP and any other affected areas. Coordinate with City staff on acreage totals and whether acreage numbers should be reduced to account for streets and other public uses.
- Calculate fees on a per square-foot basis or convert where necessary to comply with requirements in AB 602. Otherwise, GCG will calculate fees on a per unit basis for residential development and on a per square foot basis for non-residential development, or on any other basis that is compliant with the Mitigation Fee Act.

Once calculated, GCG will provide the draft fees to the City for discussion, comment, and to make any necessary changes to the fee analysis.

Task 4. Report Preparation

This task involves summarizing all data and assumptions used to determine the fees and presenting the findings of the Study. The report will identify all facilities and detailed costs to be funded by the plan, outline the nexus argument for the fee amounts and provide a clear discussion of how fees were calculated. GCG will also provide a clear summary of the land uses within the affected area of each fee.

The report will also identify the cost allocation methodology used to determine the fair share cost for the development areas. Pursuant to AB 602, the report will review levels of service for any fees that are establishing a higher level of service as a result of the CFF update. The report will also review fees collected for any fees that increase as a result of the update. Finally, the report will include a discussion of the annual accounting, reporting, and administrative procedures that are required pursuant to AB 1600. GCG will provide the City with an administrative draft version of the report, a draft report for public distribution, and a finalized report for presentation to the City Council and the public.

Task 5. Meetings

GCG will attend up to two meetings associated with this scope of work, which may include, but will not be limited to, meetings with City staff or developer(s) to review data requirements, assumptions, or the draft fee report; and City Council meeting to present the final report. GCG will also prepare a PowerPoint presentation for the City Council meeting that summarizes the results of the Study.

II. FEE PROPOSAL

In association with the scope of work set forth in Section I above, GCG proposes a fee of \$59,500. This fee represents a maximum amount not to be exceeded subject to the limitations set forth below. If the scope of work can be completed for less than the maximum budget, only the hours actually expended will be billed. Services will be billed on a time and materials basis using the hourly rates set forth in the table below.

Expenses

GCG shall be reimbursed for all costs such as travel mileage, overnight delivery, and data purchases.

Billing Structure

GCG shall submit monthly invoices to the City providing details of services rendered and expenses incurred. Out of scope services that are requested by the City will be billed at the hourly rates listed in Table 1. Out of scope services include:

- Meetings for which GCG is requested to attend that would be in excess of the two included in this scope of work will be billed at the hourly rates listed in Table 1
- Should the City determine that additional CFFs need to be updated as part of this work effort, an additional fee of \$6,000 per additional CFF will be charged.

TABLE 1
GCG HOURLY SERVICE RATES

Managing Principal	\$345/Hour
Senior Principal	325/Hour
Principal	310/Hour
Vice President	275/Hour
Senior Associate	250/Hour
Associate	230/Hour
Analyst	215/Hour
Research Assistant	95/Hour

ITEM 4.9

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

ITEM: **APPROVE AMENDMENTS NO. 3 AND NO. 4 WITH RBI TO PROVIDE ADDITIONAL STUDIES AND PERMIT COMPLIANCE SUPPORT SERVICES FOR THE SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Amendments No. 3 and No. 4 with Robertson-Bryan Inc., to Provide Additional Studies and NPDES Permit Compliance Support Services for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17 and Approve Budget Amendment**

SUMMARY:

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. On November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Robertson-Bryan, Inc., (RBI) to assist the City with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) permit for the Consolidated Treatment Facility (CTF) river discharge project.

Additional permit compliance services from RBI are needed for: 1) one-time tasks to prepare studies required by the National Marine Fisheries Service (NMFS) Biological Opinion for River Discharge and; 2) routine tasks needed for the continuing implementation of permit requirements through Fiscal Year 2024-2025.

Staff requests Council approve Amendments No.3 and No.4 to the PSA with RBI for LCTF NPDES permit compliance services to be provided for a time and materials cost, not to exceed; 1) \$298,289 for the one-time tasks under Amendment No.3, and; 2) \$300,271 for the routine tasks under Amendment No.4, for a total cost of \$598,860 and associated budget amendment.

Sufficient funds were not included in the FY 2023-2024 or FY 2024-2025 budgets to pay for these tasks under CIP# WW 20-17 or for the CTF – MBR Sewer Professional Services operations. Therefore, staff requests Council approve a budget amendment to transfer funds for \$298,289 from the Wastewater Connection Fee Fund (6030) to the CIP #WW 20-17 Surface Water Discharge for Fiscal Year 2023-2024. For Amendment No. 4 staff request approval of a budget amendment to transfer funds for \$300,571 from the CTF – MBR Sewer Fund (6080) to CTF Operations – Professional Services for Fiscal Year 2024-2025.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENTS NO. 3 AND NO. 4 WITH RBI TO PROVIDE
ADDITIONAL STUDIES AND PERMIT COMPLIANCE SUPPORT SERVICES FOR
CIP WW 20-17 AND APPROVE BUDGET AMENDMENT

BACKGROUND:

The Surface Water Discharge Project CIP, WW 20-17 was created to obtain a NPDES permit to discharge effluent generated by the Lathrop Consolidated LCTF to the San Joaquin River in order to minimize future sewer rate increases, and support growth as the City’s wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

The Regional Water Quality Control Board (RWQCB) issued the NPDES permit in February 2022, with river discharge commencing on February 1, 2024. On November 8, 2021, City Council approved a PSA with RBI to assist the City with meeting the requirements of the NPDES permit. Amendments No. 1 and No. 2 to the PSA for additional LCTF permit compliance support services RBI were also approved by Council on December 12, 2022 for: 1) one-time tasks to prepare the LCTF for discharge of effluent to the San Joaquin River, and 2) routine tasks needed for the continuing implementation of permit requirements through the end of 2023.

Additional permit compliance services from RBI are needed for; 1) one-time tasks to prepare studies required by the National Marine Fisheries Service Biological Opinion for River Discharge and; 2) routine tasks needed for the continuing implementation of permit requirements through the end of Fiscal Years (FY) 2023-2024 and through FY 2024-2025.

RBI has provided three proposals to provide the additional permit compliance support services for a time and materials cost, not to exceed \$298,289 for the one-time tasks needed for studies required by the NMFS Biological Opinion for River Discharge, and \$300,571 for the routine NPDES permit compliance tasks, for a total cost of \$598,860. These services are to be provided under Amendments No. 3 and No. 4 respectively to the PSA for LCTF permit compliance support services as follow:

Amendment No. 3		
Proposal	Funding Source	Cost
Constituents of Emerging Concern Study	WW 20-17 (Fund 6030)	\$163,165
Effluent Dispersion Study	WW 20-17 (Fund 6030)	\$135,124
COST OF AMENDMENT NO. 3		\$298,289

Amendment No. 4		
Proposal	Funding Source	Cost
NPDES Permit Compliance	LCTF Operations (Fund 6080)	\$300,571
COST OF AMENDMENT NO. 4		\$300,571

CITY MANAGER’S REPORT **PAGE 3**
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENTS NO. 3 AND NO. 4 WITH RBI TO PROVIDE
ADDITIONAL STUDIES AND PERMIT COMPLIANCE SUPPORT SERVICES FOR
CIP WW 20-17 AND APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The ability to dispose of effluent from the LCTF to the San Joaquin River is necessary to minimize future rate increases and support growth as the City’s wastewater flows increase and as land becomes unavailable for the storage and disposal of recycled water. Additional permit compliance support services from RBI are needed to assist the City meet the NPDES permit requirements for river discharge.

Staff requests Council approve Amendments No.3 and No.4 to the PSA with RBI for LCTF NPDES permit compliance services to be provided for a time and materials cost, not to exceed; 1) \$298,289 for the one-time tasks under Amendment No.3, and; 2) \$300,571 for the routine tasks under Amendment No.4 for a total cost of \$598,860.

FISCAL IMPACT:

Sufficient funds were not included in the FY 2023-2024 or FY 2024-2025 budgets to pay for these tasks under CIP# WW 20-17, or for the CTF – MBR Sewer, Professional Services operations. The one-time tasks to prepare the LCTF for the discharge of effluent to the San Joaquin River under Amendment No. 3 are proposed to be paid from the Surface Water Discharge CIP WW 20-17 and the routine tasks needed for the continuing implementation of permit requirements for Fiscal Year 2024- 2025 under Amendment No.4 will be paid from the CTF-MBR Sewer Fund 6080.

For RBI Contract Amendment No. 3, staff is requesting approval of a budget amendment to transfer funds for \$298,289 from the Wastewater Connection Fee Fund (6030) to the CIP #WW 20-17 Surface Water Discharge for Fiscal Year 2023-2024. For Amendment No. 4 staff is requesting approval of a budget amendment to transfer funds for \$300,571 from the CTF – MBR Sewer Fund (6080) to CTF Operations – Professional Services for Fiscal Year 2024-2025 as follows:

FISCAL YEAR 2023-2024;

<u>Increase Transfer Out</u>		
6030-9900-990-90-10		\$298,289
 <u>Increase Transfer In</u>		
6090-9900-393-00-00		\$298,289
 <u>Increase Appropriations</u>		
6090-8000-420-01-00	WW 20-17	\$298,289

CITY MANAGER’S REPORT **PAGE 4**
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENTS NO. 3 AND NO. 4 WITH RBI TO PROVIDE
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CIP WW 20-17 AND APPROVE BUDGET AMENDMENT

FISCAL YEAR 2024-2025;

Increase Appropriations

CTF – MBR Sewer Fund

6080-5034-420-01-00

\$300,571

ATTACHMENTS:

- A. Resolution Approving Amendments No. 3 and No. 4 with Robertson-Bryan Inc. to Provide Additional Studies and NPDES Permit Compliance Support Services for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17 and Approve Budget Amendment
- B. Amendment No. 3 with Robertson-Bryan Inc. to provide Professional Services to Conduct a Constituent of Emerging Concern Study and Provide Effluent Dispersion Study Professional Services for the City of Lathrop Consolidated Treatment Facility - CIP WW 20-17
- C. Amendment No. 4 with Robertson-Bryan Inc. to provide Professional Services to the City of Lathrop for the Monitoring, Reporting, and Compliance Activities Associated with Operations of the Consolidated Treatment Facility – CIP WW 20-17

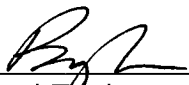
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APPROVALS



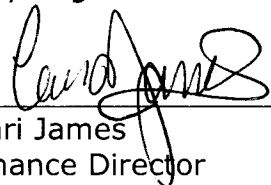
Greg Gibson
Senior Civil Engineer

03/21/2024
Date



Brad Taylor
City Engineer

3/26/2024
Date



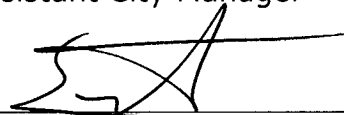
Cari James
Finance Director

3/26/2024
Date



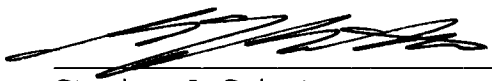
Michael King
Assistant City Manager

3.22.2024
Date



Salvador Navarrete
City Attorney

3.22.2024
Date



Stephen J. Salvatore
City Manager

3.28.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENTS NO. 3 AND NO. 4 WITH ROBERTSON-BRYAN INC., TO PROVIDE ADDITIONAL STUDIES AND NPDES PERMIT COMPLIANCE SUPPORT SERVICES FOR THE CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT, CIP WW 20-17 AND APPROVE BUDGET AMENDMENT

WHEREAS, the Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created in order to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River; and

WHEREAS, on November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Robertson-Bryan, Inc., (RBI) to assist the City with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) permit for the Consolidated Treatment Facility (CTF) river discharge project; and

WHEREAS, additional permit compliance services from RBI are needed for: 1) one-time tasks to prepare studies required by the National Marine Fisheries Service (NMFS) Biological Opinion for River Discharge and; 2) routine tasks needed for the continuing implementation of permit requirements through Fiscal Year 2024-2025; and

WHEREAS, staff requests Council approve Amendments No.3 and No.4 to the PSA with RBI for LCTF NPDES permit compliance services to be provided for a time and materials cost, not to exceed; 1) \$298,289 for the one-time tasks under Amendment No.3, and; 2) \$300,571 for the routine tasks under Amendment No.4 for a total cost of \$598,860 and associated budget amendment; and

WHEREAS, sufficient funds were not included in the FY 2023-2024 or FY 2024-2025 budgets to pay for these tasks under CIP# WW 20-17, or for the CTF – MBR Sewer, Professional Services operations; and

WHEREAS, staff requests Council approve a budget amendment to transfer funds in the amount of \$298,289 from the Wastewater Connection Fee Fund (6030) to the CIP #WW 20-17 Surface Water Discharge for Fiscal Year 2023-2024; and

WHEREAS, for Amendment No. 4 staff is requesting approval of a budget amendment to transfer funds in the amount of \$300,571 from the CTF – MBR Sewer Fund (6080) to CTF Operations – Professional Services for Fiscal Year 2024-2025; and

WHEREAS, the one-time tasks to prepare the LCTF for the discharge of effluent to the San Joaquin River under Amendment No. 3 are proposed to be paid from the Surface Water Discharge CIP WW 20-17 and the routine tasks needed for the continuing implementation of permit requirements for Fiscal Year 2024- 2025 under Amendment No.4 will be paid from the CTF-MBR Sewer Fund 6080.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Amendments No.3 and No.4 to the PSA with RBI for LCTF NPDES permit compliance services to be provided for a time and materials cost, not to exceed; 1) \$298,289 for the one-time tasks under Amendment No.3, and; 2) \$300,571 for the routine tasks under Amendment No.4 for a total cost of \$598,860; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a budget amendment using the Wastewater Connection Fee Fund (6030) to transfer funds in the amount of \$298,289 to the CIP #WW 20-17 Surface Water Discharge for Fiscal Year 2023-2024, and for Amendment No. 4 to transfer funds from the CTF - MBR Sewer Fund (6080) in the amount of \$300,571 for FY 2024-2025 to CTF Operations - Professional Services as follows:

Fiscal Year 2023-2024;

<u>Increase Transfer Out</u>		
6030-9900-990-90-10		\$298,289
 <u>Increase Transfer In</u>		
6090-9900-393-00-00		\$298,289
 <u>Increase Appropriations</u>		
6090-8000-420-01-00	WW 20-17	\$298,289

Fiscal Year 2024-2025;

<u>Increase Appropriations</u>		
CTF - MBR Sewer Fund		
6080-5034-420-01-00		\$300,571

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

AMENDMENT NO. 3

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
ROBERTSON-BRYAN, INC DATED NOVEMBER 8, 2021**

**TO CONDUCT A CONSTITUENT OF EMERGING CONCERN STUDY AND PROVIDE
EFFLUENT DISPERSION STUDY PROFESSIONAL SERVICES FOR THE CITY OF
LATHROP CONSOLIDATED TREATMENT FACILITY IN ACCORDANCE WITH NMFS
BIOLOGICAL OPINION REQUIREMENTS – CIP WW 20-17**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 3") to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this **8th day of April 2024**, is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on November 8, 2021, CONSULTANT and CITY entered into an AGREEMENT for Professional Engineering Consulting Services to Assist the CITY with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$294,532; and

WHEREAS, on December 12, 2022, CONSULTANT and CITY entered into an Amendment No. 1 to the AGREEMENT for Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$262,082; and

WHEREAS, on December 12, 2022, CONSULTANT and CITY entered into an Amendment No. 2 to the AGREEMENT for Professional Services to Assist with Implementing all Requirements of the City of Lathrop Consolidated Treatment Facility NPDES Permit, CIP WW 20-17, in the amount not to exceed \$259,290; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 3 to Conduct a Constituent of Emerging Concern Study for the City of Lathrop Consolidated Treatment Facility Required by the NMFS Biological Opinion for River Discharge, CIP WW 20-17, in the amount not to exceed \$163,165; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "B" for Amendment No. 3 to Provide Effluent Dispersion Study Professional Services for the City of Lathrop Consolidated Treatment Facility in accordance with Requirements of the NMFS Biological Opinion for River Discharge, CIP WW 20-17, in the amount not to exceed \$135,124; and

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
AMENDMENT NO. 3 TO CONDUCT A CONSTITUENT OF EMERGING CONCERN STUDY AND
PROVIDE EFFLUENT DISPERSION STUDY PROFESSIONAL SERVICES FOR THE CITY OF LATHROP
CONSOLIDATED TREATMENT FACILITY IN ACCORDANCE WITH NMFS BIOLOGICAL OPINION
REQUIREMENTS – CIP WW 20-17

WHEREAS, parties have previously agreed to extend the term of the Professional Services Agreement, dated November 8, 2021, to expire on December 31, 2024 and now desire to further extend the term to expire December 31, 2025; and

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

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

AMENDMENT NO. 3 TO AGREEMENT

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

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibits “A” and “B” in addition to the scope of work in the original AGREEMENT dated November 8, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional cost of **\$298,289** for the Professional Engineering Consulting Services set forth in Exhibits “A” and “B” of this Amendment No. 3, with a total sum not to exceed of \$1,172,935 (\$294,532 for the original Agreement, \$320,824 for Amendment No. 1, \$259,290 for Amendment No. 2, and \$298,289 for Amendment No. 3). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term.** Section (3) of the AGREEMENT is hereby amended as follows:

The effective date of the original agreement dated November 8, 2021 is November 8, 2021 and the effective date of Amendments No. 1-2 are as indicated by each. The effective date of Amendment No. 3 is April 8, 2024. The term of the Agreement, as amended by Amendments No. 1-3, inclusive, is hereby extended to end on **December 31, 2025**. All other terms of the original AGREEMENT as amended shall remain in full force and effect.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
AMENDMENT NO. 3 TO CONDUCT A CONSTITUENT OF EMERGING CONCERN STUDY AND
PROVIDE EFFLUENT DISPERSION STUDY PROFESSIONAL SERVICES FOR THE CITY OF LATHROP
CONSOLIDATED TREATMENT FACILITY IN ACCORDANCE WITH NMFS BIOLOGICAL OPINION
REQUIREMENTS – CIP WW 20-17

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated November 8, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

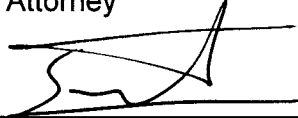
(5) Signatures

The individuals executing this AMENDMENT NO. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
AMENDMENT NO. 3 TO CONDUCT A CONSTITUENT OF EMERGING CONCERN STUDY AND
PROVIDE EFFLUENT DISPERSION STUDY PROFESSIONAL SERVICES FOR THE CITY OF LATHROP
CONSOLIDATED TREATMENT FACILITY IN ACCORDANCE WITH NMFS BIOLOGICAL OPINION
REQUIREMENTS – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3-20-2024

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:

Robertson-Bryan, Inc.
3100 Zinfandel Drive
Rancho Cordova, CA 95670
Phone: (916) 714-1801

Federal ID # **68-0460693**
Lathrop Business License # **20647**

Signature

Date

Print Name and Title



February 16, 2024

DELIVERED BY EMAIL

Mr. Michael King, P.E.
Assistant City Manager
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

Subject: Proposal to Conduct a Constituent of Emerging Concern Study for the City of Lathrop Consolidated Treatment Facility Required by the NMFS Biological Opinion for River Discharge

Dear Mr. King:

Robertson-Bryan, Inc. (RBI) has assisted the City of Lathrop (City) in preparing to discharge treated effluent from its Consolidated Treatment Facility (CTF) to the San Joaquin River, including obtaining necessary regulatory approvals for construction of the CTF's San Joaquin River outfall. RBI prepared a *National Marine Fisheries Service Biological Assessment and Essential Fish Habitat Assessment for the City of Lathrop Consolidated Treatment Facility Surface Water Discharge Project* (2020), and subsequent addendums (collectively, Biological Assessment or BA). The National Marine Fisheries Service (NMFS) subsequently issued an *Endangered Species Act Section 7(a)(2) Biological Opinion and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the City of Lathrop Outfall Installation Project [408 Permission Section (19535)]* (2021; Biological Opinion or BO). The BO addressed potential effects of the City's discharge to the San Joaquin River on federally listed threatened Central Valley spring-run Chinook salmon (*Oncorhynchus tshawytscha*) Evolutionarily Significant Unit, the threatened California Central Valley steelhead (*O. mykiss*) Distinct Population Segment (DPS), and the threatened southern DPS green sturgeon (*Acipenser medirostris*) in accordance with Section 7 of the Endangered Species Act (ESA). The BO identifies conservation measures (CMs) that must be met by the project to mitigate potential environmental effects of the outfall construction on ESA-listed anadromous fishes potentially occurring in the lower San Joaquin River. This proposal for professional services is provided in regard to CM 15 (Chemicals of Emerging Concern Study), which is defined in the BO as follows:

Within six months of initiating discharge to the San Joaquin River, the City will initiate a monitoring study of chemicals of emerging concern (CECs). This study will evaluate chemicals of concern to NMFS, but not yet regulated by the Regional Water Board. The study is proposed to monitor undiluted effluent and river water quarterly for two years. River monitoring will occur at a location(s) where the CTF discharge

has fully mixed with river flows. The City's consultant will develop the list of CECs to monitor and route to NMFS staff for review and approval prior to study initiation.

The City initiated discharge to the San Joaquin River on February 1, 2024, triggering these study requirements. RBI's scope of work for developing and implementing a CEC study to satisfy CM 15 is provided in the subsequent sections of this proposal.

I. SCOPE OF WORK

TASK 1: CEC SAMPLING AND ANALYSIS PLAN

RBI will prepare a sampling and analysis plan (SAP) describing a schedule for conducting the CEC study, CECs to be monitored, sampling locations, and other details describing the monitoring study. CEC sampling will occur quarterly for two years as required by CM 15 of the BO. The list of CECs to be monitored will be consistent with California CEC monitoring guidance from Drewes et al. (2023)¹, Tadese (2016)², and the State Water Resources Control Board Resolution 2013-0003 recycled water policy. It was assumed, for the purpose of this proposal, that the CECs to be monitored are those recommended by these three guidance documents for monitoring in freshwater because of concerns for potential effects to aquatic life. The proposed list of CECs to be monitored is provided in **Attachment 1**.

The following three locations will be sampled.

- CTF Final Effluent at EFF-001 or EFF-002
- San Joaquin River upstream of the outfall at RSW-001
- San Joaquin River downstream of the outfall

The downstream San Joaquin River sampling location will be approximately 0.35 miles downstream of the outfall (fully mixed per RBI mixing zone study) or as informed by the City's Effluent Dispersion Study (CM 14) to confirm where effluent mixing with the San Joaquin River is complete.

The SAP will describe sampling conditions that include timing based on flows in the San Joaquin River (i.e., so that flows will be in the downstream direction for sufficient time to ensure that effluent is not present at the upstream sample location), that sampling will only

¹ Drewes, J.E., P. Anderson, N. Denslow, D.C.G. Muir, A.W. Olivieri, D. Schlenk, and S.A. Snyder. 2023. Monitoring Strategies for Constituents of Emerging Concern (CECs) in California's Aquatic Ecosystems. Recommendations of a Science Advisory Panel. Prepared by California Water Resources Control Board by the Southern California Coastal Water Research Project. Technical Report 1302.
https://www.waterboards.ca.gov/water_issues/programs/cec/docs/ecopanel-finalreport-SCCWRP-TR1302.pdf

² Tadese, D. 2016. Constituents of Emerging Concern (CECs) Statewide Pilot Study Monitoring Plan. State Water Board. Prepared by Statewide CEC Pilot Study Monitoring Plan. Office of Information Management and Analysis. January. http://www.sfestuary.org/wp-content/uploads/2017/09/SOE17Abstract23_PubOutreach.pdf

occur when the CTF is discharging to the river, avoiding sampling when there is stormwater discharge from the MS4 outfall between RSW-001 and the CTF outfall, and avoiding sampling during facility maintenance or episodic storm events when discharge and river flows are not representative of typical conditions. The SAP also will describe effluent and water quality constituents that will be measured at the time of sampling (i.e., dissolved oxygen, pH, conductivity, and temperature). Effluent flow will be recorded from meters established by the City and San Joaquin River flow will be obtained from the San Joaquin River California Data Exchange Center (CDEC) station at the Mossdale Bridge³. Data quality objectives, quality assurance and quality control samples, sample container types, volumes, analytical methods, method detection limits, reporting limits, and quality control limits also will be presented.

A draft SAP will be provided to the City for review and a revised draft SAP will be provided to NMFS for review. After which, the SAP will be finalized. The budget assumes that the preliminary list of CECs identified by RBI in the SAP is approved by NMFS.

Deliverables:

- *Draft CEC Sampling and Analysis Plan for review by the City*
- *Revised Draft CEC Sampling and Analysis Plan for submittal to NMFS*
- *Final CEC Sampling and Analysis Plan*

TASK 2: FIELD SAMPLING

RBI will conduct CEC sampling and coordinate analysis with the City and Eurofins Test America (West Sacramento, CA). CECs are often new compounds that are not common in typical analyses. Thus, most commercial laboratories do not offer all or even some of the analyses needed for this study. Eurofins Test America provides analyses for all CEC listed in Attachment 1 and has reporting limits sufficiently low to meet monitoring recommendations. The budget includes the costs of analysis and Eurofins Test America will be contracted directly by RBI. Prior to sampling, RBI will contact the City to ensure sampling conditions are met and for access to the CTF and San Joaquin River. The analytical laboratory also will be contacted prior to sampling to supply sample containers that will be prepared for sample collection by RBI. Field preparation will include equipment calibration and decontamination.

Two RBI staff will mobilize to the field during each of the eight sampling events to collect grab samples of final effluent at the CTF and San Joaquin River and document field conditions at the outfall and at sampling locations in the river. River water samples will be collected from the riverbank using a pole to access surface water not influenced by near-shore disturbances. Each sampling event is expected to be conducted in a single day and samples will be shipped by overnight courier or taken directly to the analytical laboratory.

³ <https://cdec.water.ca.gov/index.html>

Reports and electronic data deliverables (EDDs) received from the analytical laboratory will be reviewed to identify any deviations from data quality objectives in the SAP and to determine if corrective actions are needed to address any issues in the next sampling event. RBI will discuss any data issues and any necessary actions to remedy the issues with the City.

TASK 3: REPORTING

RBI will review, analyze, and report data collected during the CEC study. The focus of the data report will be to fully implement CM 15 of the BO by presenting the CEC analytical results. The report also will describe the methods used for this CEC study, field data collected at the time of sampling, any deviations from data quality objectives described in the SAP, and any corrective actions taken.

A draft report will be provided to the City for review. Upon request, RBI also will meet with the City via conference call to discuss the draft report and findings. RBI will prepare a final CEC study report that addresses any comments from the City. The final report will be provided to the City in PDF format, complete with any attachments (i.e., analytical data), for the City to submit to NMFS. RBI can submit this report to NMFS on behalf of the City, upon request.

Deliverables:

- *Draft CEC Study Report*
- *Final CEC Study Report*

TASK 4: PROJECT MANAGEMENT

Project management time shall primarily be used to coordinate and direct project activities to ensure that all tasks are conducted efficiently and effectively. This task also provides time for project coordination by phone and email with other project team members and local/regional agencies as appropriate, review of budget and invoices, schedule tracking, and other duties to coordinate and administer the project.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract, not to exceed the amount shown in **Attachment 2** without written authorization, to provide the professional services outlined herein. RBI will invoice the City monthly according to its annual rates (**Attachment 3**) for all RBI work activities completed in the prior month.

Mr. Michael King, P.E.
City of Lathrop
February 16, 2024
Page 5



If you have any questions regarding this proposal, please do not hesitate to contact Cameron Irvine at (916) 335-2369.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bryan'.

Michael Bryan, Ph.D.
Principal-in-Charge

A handwritten signature in black ink that reads 'Cameron Irvine'.

Cameron Irvine, M.S.
Project Manager

- Attachment 1: CECs to be Monitored in the Study
- Attachment 2: Budget
- Attachment 3: 2024 Fee Schedule

ATTACHMENT 1

CECs TO BE MONITORED IN THE STUDY

Analytes	Drewes et al. 2023	Tadesse 2016	SWRCB Recycled Water Policy (SWB Resolution 2013-0003)
<u>Pharmaceuticals and Personal Care Products</u>			
17 β -estradiol	X	X	X
Bisphenol a	X	X	-
Diclofenac	X	X	-
Estrone	X	X	-
Gemfibrozil	-	-	X
Ibuprofen	X	X	-
Iopromide	-	-	X
Sucralose	-	-	X
Triclosan	X	X	X
<u>Pharmaceuticals and Personal Care Products</u>			
Caffeine	-	-	X
N,N-Diethyl-meta-toluamide (DEET)	-	-	X
<u>Polybrominated diphenyl ethers, Pyrethroids and Pesticides</u>			
Galaxolide	X	X	-
<u>Nitrosoamines</u>			
N-Nitrosodimethylamine (NDMA)	-	-	X
Sources:			
Drewes, J.E., P. Anderson, N. Denslow, D.C.G. Muir, A.W. Olivieri, D. Schlenk, and S.A. Snyder. 2023. Monitoring Strategies for Constituents of Emerging Concern (CECs) in California's Aquatic Ecosystems. Recommendations of a Science Advisory Panel. Prepared by California Water Resources Control Board by the Southern California Coastal Water Research Project. Technical Report 1302.			
State Water Resources Control Board Recycled Water Policy (SWB Resolution 2013-0003)			
Tadesse, D. 2016. Constituents of Emerging Concern (CECs) Statewide Pilot Study Monitoring Plan. State Water Board. Prepared by Statewide CEC Pilot Study Monitoring Plan. Office of Information Management and Analysis.			

ATTACHMENT 2

RBI BUDGET

	Michael Bryan	Paul Bedore	Cameron Irvine	Teresa Lopez	Whitney Thorpe	
	Managing Partner	Wastewater Director	Associate	Project Scientist I	Project Scientist I	Subtotal
PROFESSIONAL SERVICES						
Task 1: Sampling & Analysis Plan						\$ 20,406
Draft Sampling & Analysis Plan	2	8	24	16		\$ 13,546
Discussion/Review by City and NMFS	2	4	8			\$ 4,230
Final Sampling & Analysis Plan		2	4	4		\$ 2,630
Task 2: Study Implementation						\$ 34,670
Laboratory Coordination		2	12	8		\$ 5,822
Field Sampling (4 events)			16	56	56	\$ 28,848
Task 3: Reporting						\$ 35,319
Data Review and Quality Control Documentation			10	24	8	\$ 9,822
Draft Report	2	4	48	16		\$ 19,326
Final Report	1	2	12	8		\$ 6,171
Task 4: Project Management	6	12	24			\$ 12,690
Total Hours:	13	34	158	132	64	\$ 401
Rate:	\$ 349	\$ 301	\$ 291	\$ 216	\$ 216	
Labor Subtotal:	\$ 4,537	\$ 10,234	\$ 45,978	\$ 28,512	\$ 13,824	\$ 103,085
DIRECT EXPENSES						
Laboratory Analysis of CECs						\$ 55,000
Mileage						\$ 1,000
Water Quality Meter Rental (\$35/day)						\$ 280
Sampling Supplies						\$ 1,000
Direct Expenses Subtotal:						\$ 57,280
Administrative Fee (5%) on non-RBI Expenses:						\$ 2,800
Direct Expenses Total:						\$ 60,080
TOTAL BUDGET						\$163,165

ATTACHMENT 3

2024 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$350.00
◆ Partner	\$342.00
◆ Principal Engineer/Scientist	\$333.00
◆ Senior Consultant/Department Head	\$316.00
◆ Resource Director	\$301.00
◆ Associate	\$291.00
◆ Senior Engineer/Scientist II	\$284.00
◆ Senior Engineer/Scientist I	\$269.00
◆ Project Engineer/Scientist III	\$247.00
◆ Project Engineer/Scientist II	\$236.00
◆ Project Engineer/Scientist I	\$216.00
◆ Staff Engineer/Scientist II	\$201.00
◆ Staff Engineer/Scientist I	\$185.00
◆ Technical Analyst	\$173.00
◆ Graphics/GIS	\$153.00
◆ Laboratory Compliance Specialist	\$149.00
◆ Administrative Assistant	\$115.00
◆ Intern	\$72.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.



February 16, 2024

DELIVERED BY EMAIL

Mr. Michael King, P.E.
 Assistant City Manager
 City of Lathrop
 390 Towne Centre Dr.
 Lathrop, CA 95330

Subject: Proposal to Provide Effluent Dispersion Study Professional Services for the City of Lathrop Consolidated Treatment Facility in accordance with Requirements of the NMFS Biological Opinion for River Discharge

Dear Mr. King:

Robertson-Bryan, Inc. (RBI) has been assisting the City of Lathrop (City) in preparing to discharge treated effluent from its Consolidated Treatment Facility (CTF) to the San Joaquin River, including obtaining necessary regulatory approvals for construction of the CTF's San Joaquin River outfall. RBI prepared a *National Marine Fisheries Service Biological Assessment and Essential Fish Habitat Assessment for the City of Lathrop Consolidated Treatment Facility Surface Water Discharge Project* (2020), and subsequent addendums (collectively, Biological Assessment or BA). National Marine Fisheries Service (NMFS) subsequently issued an *Endangered Species Act Section 7(a)(2) Biological Opinion and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the City of Lathrop Outfall Installation Project [408 Permission Section (19535)]* (2021; Biological Opinion or BO). The BO addressed the potential effects of the City's San Joaquin River discharge on the threatened Central Valley spring-run Chinook salmon (*Oncorhynchus tshawytscha*) Evolutionarily Significant Unit, the threatened California Central Valley steelhead (*O. mykiss*) Distinct Population Segment (DPS), and the threatened southern DPS green sturgeon (*Acipenser medirostris*) in accordance with Section 7 of the Endangered Species Act (ESA). The BO identifies conservation measures (CMs) that must be met by the project to mitigate potential environmental effects of the outfall construction on ESA-listed anadromous fishes potentially occurring in the lower San Joaquin River. This proposal for professional services is provided to assist the City with implementing CM14 (Effluent Dispersion Study), which is specified in the NMFS BO as follows.

Within six months of initiating discharge to the San Joaquin River, the City will initiate a dye tracer (or similar methodology) study to track the actual dispersion patterns of the effluent discharged from the outfall into the San Joaquin River. This study will ensure the inferences made in the BA for the Project prepared by the City, based upon modeled mixing of effluent with river flows, is representative of real-world conditions.

The City initiated discharge to the San Joaquin River on February 1, 2024, triggering these study requirements. RBI's scope of work for Effluent Dispersion Study (study) services is provided in the subsequent sections of this proposal.

I. STUDY ASSUMPTIONS

The BO requires the City to conduct a dye tracer study to track dispersion patterns of the CTF effluent discharged to the San Joaquin River through the CTF's outfall. RBI assumes the use of rhodamine dye for the study. Rhodamine dye is commonly used for this purpose primarily due to its benign character in aquatic environments and chemical stability (low rate of degradation). RBI has performed several similar studies in Delta water bodies with great success.

It is also assumed that the study will be performed in a single event (three day duration) during daylight hours. The study design will accommodate these assumptions.

II. SCOPE OF WORK

TASK 1: STUDY WORKPLAN PREPARATION

Under this task, RBI will prepare a workplan that outlines the procedures and schedule for conducting the study. The workplan will define the study approach, methods for field measurement of rhodamine dye concentrations and any other relevant field or water quality parameters measured (e.g., temperature, electrical conductivity). As part of this task, RBI staff will perform a site visit to the CTF outfall site to confirm the approach identified in the workplan. Additionally, the workplan will identify procedures for post-processing of field data gathered to meet the objectives of the study. The workplan will be provided to the City for review in Microsoft Word format, with any attachments provided in PDF format. Upon receipt of any review comments, RBI will finalize and issue the workplan to the City in PDF format.

TASK 2: STUDY PREPARATION AND COORDINATION

Under this task, RBI will prepare, plan, and coordinate the study with project team members, including the City and any other involved parties. This task will involve procurement and fabrication of field supplies and apparatus necessary for the study. Anticipated supplies and apparatus include rented fluorescent dye monitoring equipment, buoys, anchors, rope, and rhodamine dye.

Budget is provided under this task for routine coordination with project team members in advance of the study. Additional budget is provided for coordination with regulatory authorities, as appropriate, to obtain any necessary approvals for conducting the study.

Budget also is provided under this task for RBI staff to perform a site visit to the CTF outfall site to perform testing of field apparatus prior to the study. This will ensure that the field apparatus is properly suited to achieve the goals of the study.

TASK 3: FIELD STUDY

RBI will conduct the field rhodamine dye tracer study at the CTF's outfall and within its vicinity in the San Joaquin River. The study is anticipated to take place over the course of three days, with the first day dedicated to equipment setup in the field and testing to confirm proper functionality.

The study will be conducted on the second day once equipment setup and functionality has been confirmed. RBI anticipates the use of up to ten (10) rhodamine dye measurement sondes, with some placed at strategic locations within the study area and at least one positioned to a boat that will be used to track the effluent plume in the river. On the morning of the second day, multiple rhodamine dye slugs will be dosed at the CTF effluent transfer pump station, which will allow the rhodamine dye to be fully mixed in the CTF effluent prior to discharge to the San Joaquin River. Dye slug doses will be staggered to prevent overlapping of the effluent plumes and to allow for tracking of the effluent plume via boat.

The third day of the study will primarily be used to retrieve field apparatus deployed during the study, in addition to any remaining data gathering.

For budgeting purposes, it is assumed that three (3) RBI staff will be on-site each day during the study.

TASK 4: DATA PROCESSING AND REPORT PREPARATION

After completion of the field tracer study, RBI will download, review, process, and analyze the data collected during the study. The data will be reviewed to ensure that sufficient and accurate data was collected before proceeding with the preparation of the study report. RBI will discuss any data issues with the City and determine any necessary actions to remedy the issues.

Once the data has been adequately analyzed, RBI will prepare a study report documenting the findings from the study. This report will summarize the findings from the field dye tracer study and provide a comparison of the study findings to the modeled effluent dispersion discussed in the BA, in accordance with the requirements of CM14. The report will provide the following:

1. Description of purpose and need;
2. Description of field data collection and methods;
3. Field data results for dye tracer concentrations and other water quality parameters measured;
4. Comparison of field study results to modeled dispersion of CTF effluent in the San Joaquin River included in the NMFS BA; and
5. Study conclusions.

The draft report will be provided to the City for review in Microsoft Word format, with any attachments in PDF format. RBI will then prepare a final report, incorporating any comments

Mr. Michael King, P.E.
City of Lathrop
February 16, 2024
Page 4



and revisions received from the City. The final report will be provided to the City in PDF format, complete with any attachments, for the City to submit to NMFS.

TASK 5: PROJECT MANAGEMENT

This task provides hours for RBI's principal-in-charge, Michael Bryan, Ph.D., and project manager, Cyle Moon, P.E., to oversee and direct efforts on each task, project coordination with other project members, budget and schedule tracking, invoicing, and other duties to administer the project.

III. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

IV. CONTRACT AND BILLING ARRANGEMENT

RBI recommends a time-and-materials contract, not to exceed the amount shown in **Attachment 1** without written authorization, to provide the professional services outlined herein (see Attachment 1 for a detailed project budget and **Attachment 2** for a cost summary of equipment purchases/rentals).

RBI will invoice the City monthly according to the fee schedule in **Attachment 3** for all RBI work activities completed in the prior month.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8944.

Sincerely,

A handwritten signature in black ink that reads 'Michael D. Bryan'.

Michael Bryan, Ph.D.
Principal-in-Charge

A handwritten signature in black ink that reads 'Cyle Moon'.

Cyle Moon, P.E.
Project Manager

- Attachment 1: Budget
- Attachment 2: Equipment Purchases/Rentals Summary
- Attachment 3: Fee Schedule

ATTACHMENT 1

RBI BUDGET

Lathrop CTF Effluent Dispersion Study Professional Services

Robertson-Bryan, Inc.								
	Principal-in-Charge	Resource Director	Resource Director	Senior Engineer II	Project Scientist I	Project Scientist I	Project Scientist I	
	Michael Bryan, PhD	Ben Giudice, PhD, PE	Paul Bedore, MS	Cyle Moon, MS, PE	Hailey Price	Teresa Lopez	Whitney Thorpe	Subtotal
PROFESSIONAL SERVICES								
Task 1: Study Workplan Preparation	2	8	4	24	8	8	8	\$ 16,310
Task 2: Study Preparation and Coordination	--	4	2	24	24	8	32	\$ 22,446
Task 3: Field Study	--	2	--	28	40	40	40	\$ 34,474
Task 4: Data Processing and Report Preparation	6	4	--	44	32	16	16	\$ 29,618
Task 5: Project Management	12	--	--	40	--	--	--	\$ 15,548
Total Hours:	20	18	6	160	104	72	96	
Rate:	\$ 349	\$ 301	\$ 301	\$ 284	\$ 216	\$ 216	\$ 216	
Labor Subtotal:	\$ 6,980	\$ 5,418	\$ 1,806	\$ 45,440	\$ 22,464	\$ 15,552	\$ 20,736	\$ 118,396
DIRECT EXPENSES								
Mileage								\$ 1,400
Boat and Boat Operator Allowance								\$ 5,000
RBI Markup on Boat and Boat Operator Allowance (5%)								\$ 250
Equipment Purchases/Rentals								\$ 10,078
Direct Expenses Total								16,728
TOTAL BUDGET								\$ 135,124

ATTACHMENT 2

EQUIPMENT PURCHASES/RENTALS SUMMARY

Description	Purchase Type	Unit Cost	Quantity	Total Cost
Buoy	One-time purchase	\$62.00	10	\$620.00
Anchor	One-time purchase	\$7.00	20	\$140.00
Anchor Chain – 35' length	One-time purchase	\$40.00	10	\$400.00
Rope – 100' length	One-time purchase	\$28.00	5	\$140.00
Rhodamine Dye – 1 gallon	One-time purchase	\$950.00	3	\$2,850.00
Rhodamine Measurement Sonde	Rental (cost per month)	\$456.00	10	\$4,560.00
Miscellaneous Equipment	One-time purchase	\$500.00	1	\$500.00
Subtotal				\$9,210.00
Sales Tax (7.25%)				\$667.73
Estimated Shipping Costs				\$200.00
Total (rounded to nearest dollar)				\$10,078.00

ATTACHMENT 3

2024 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

PROFESSIONAL SERVICES	RATE/HOUR
◆ Managing Partner	\$349.00
◆ Partner	\$342.00
◆ Managing Principal Engineer/Scientist	\$333.00
◆ Principal Engineer/Scientist	\$315.00
◆ Resource Director	\$301.00
◆ Associate	\$291.00
◆ Senior Engineer/Scientist II	\$284.00
◆ Senior Engineer/Scientist I	\$269.00
◆ Project Engineer/Scientist III	\$247.00
◆ Project Engineer/Scientist II	\$236.00
◆ Project Engineer/Scientist I	\$216.00
◆ Staff Engineer/Scientist II	\$201.00
◆ Staff Engineer/Scientist I	\$185.00
◆ Technical Analyst	\$172.00
◆ Graphics/GIS	\$153.00
◆ Laboratory Compliance Specialist	\$149.00
◆ Administrative Assistant	\$115.00
◆ Intern	\$71.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

AMENDMENT NO. 4

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
ROBERTSON-BRYAN, INC DATED NOVEMBER 8, 2021**

**TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF LATHROP FOR THE
MONITORING, REPORTING, AND COMPLIANCE ACTIVITIES ASSOCIATED WITH
OPERATIONS OF THE CONSOLIDATED TREATMENT FACILITY – CIP WW 20-17**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 4") to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this **8th day of April 2024**, is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on November 8, 2021, CONSULTANT and CITY entered into an AGREEMENT for Professional Engineering Consulting Services to Assist the CITY with NPDES Permit Compliance for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$294,532; and

WHEREAS, on December 12, 2022, CONSULTANT and CITY entered into an Amendment No. 1 to the AGREEMENT for Professional Services to Prepare the City of Lathrop Consolidated Treatment Facility for Discharge of Effluent to the San Joaquin River for the Consolidated Treatment Facility Surface Water Discharge Project, CIP WW 20-17, in the amount not to exceed \$262,082; and

WHEREAS, on December 12, 2022, CONSULTANT and CITY entered into an Amendment No. 2 to the AGREEMENT for Professional Services to Assist with Implementing all Requirements of the City of Lathrop Consolidated Treatment Facility NPDES Permit, CIP WW 20-17, in the amount not to exceed \$259,290; and

WHEREAS, on April 8, 2024, CONSULTANT and CITY entered into an Amendment No. 3, to the AGREEMENT for Professional Services to Conduct a Constituent of Emerging Concern Study and Provide Effluent Dispersion Study Professional Services for the City of Lathrop Consolidated Treatment Facility in accordance with NMFS Biological Opinion Requirements, CIP WW 20-17, in the amount not to exceed \$298,289; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 4 to Provide Professional Services to the City of Lathrop for Monitoring, Reporting, and Compliance Activities Associated with Operations of the Consolidated Treatment Facility, CIP WW 20-17, in the amount not to exceed \$300,571; and

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
AMENDMENT NO. 4 TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF LATHROP FOR THE
MONITORING, REPORTING, AND COMPLIANCE ACTIVITIES ASSOCIATED WITH OPERATIONS OF
THE CONSOLIDATED TREATMENT FACILITY – CIP WW 20-17

WHEREAS, parties have previously agreed to extend the term of the Professional Services Agreement, dated November 8, 2021, to expire on December 31, 2024 and now desire to further extend the term to expire December 31, 2025; and

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

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

AMENDMENT NO. 4 TO AGREEMENT

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

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated November 8, 2021. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional cost of **\$300,571** for the Professional Engineering Consulting Services set forth in Exhibits "A" and "B" of this Amendment No. 4, with a total sum not to exceed of \$1,473,506 (\$294,532 for the original Agreement, \$320,824 for Amendment No. 1, \$259,290 for Amendment No. 2, \$298,289 for Amendment No. 3, and \$300,571 for Amendment No. 4). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

- (3) **Effective Date and Term.** Section (3) of the AGREEMENT is hereby amended as follows:

The effective date of the original agreement dated November 8, 2021 is November 8, 2021 and the effective date of Amendments No. 1-3 are as indicated by each. The effective date of Amendment No. 4 is April 8, 2024. The term of the Agreement, as amended by Amendments No. 1-4, inclusive, is hereby extended to end on **December 31, 2025**. All other terms of the original AGREEMENT as amended shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated November 8, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

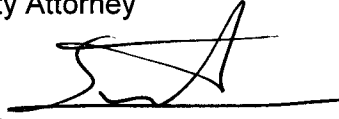
(5) Signatures

The individuals executing this AMENDMENT NO. 4 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 4 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 – ROBERTSON-BRYAN, INC.
AMENDMENT NO. 4 TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF LATHROP FOR THE
MONITORING, REPORTING, AND COMPLIANCE ACTIVITIES ASSOCIATED WITH OPERATIONS OF
THE CONSOLIDATED TREATMENT FACILITY – CIP WW 20-17

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3-20-2024

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:

Robertson-Bryan, Inc.
3100 Zinfandel Drive
Rancho Cordova, CA 95670
Phone: (916) 714-1801

Federal ID # **68-0460693**
Lathrop Business License # **20647**

Signature

Date

Print Name and Title



March 6, 2024

DELIVERED BY EMAIL

Mr. Michael King
Director of Public Works
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Proposal to Provide Professional Services to the City of Lathrop for Monitoring, Reporting, and Compliance Activities Associated with Operations of its Consolidated Treatment Facility

Dear Mr. King:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide monitoring, reporting and other compliance-related services for the City of Lathrop's (City) Consolidated Treatment Facility (CTF) during Fiscal Year 2024-2025 (July 1–June 30). This work is needed to coordinate the National Pollutant Discharge Elimination System (NPDES) permit-required monitoring for river discharge and recycled water production, prepare routine self-monitoring reports (SMRs), prepare permit-required progress and special reports, and conduct other tasks to facilitate operation of the CTF in compliance with its permit. This effort will require the City, Veolia, Pacific Advanced Civil Engineering (PACE), and RBI to work as a team to operate the CTF to meet the effluent limits and other compliance requirements.

RBI is an industry leader in municipal wastewater NPDES permitting and permit compliance. We have the expertise and experience to cost-effectively assist the City in operating the CTF in compliance with the NPDES permit and its Monitoring and Reporting Program.

The scope of work provided below identifies the tasks that RBI will lead to assist the City in operating the CTF in compliance with its NPDES permit.

- Task 1: Compliance Coordination Meetings
- Task 2: Effluent and Receiving Water Monitoring
- Task 3: Electronic Self-monitoring Reports (eSMRs)
- Task 4: NPDES Permit-required Progress and Special Reports
- Task 5: Industrial Pretreatment Program
- Task 6: Toxicity Compliance Support
- Task 7: Regulatory Development Tracking and Reporting
- Task 8: Temperature Monitoring

- Task 9: General Compliance Support
- Task 10: Project Management

These tasks are explained further in the detailed scope of work and budget provided below.

I. SCOPE OF WORK

TASK 1: COMPLIANCE COORDINATION MEETINGS

This task provides for up to two meetings per month during the six-month recycled water reclamation season (May–October; 12 meetings) and weekly meetings during the wet season (November–April; 25 meetings) when the CTF is likely to be discharging to the San Joaquin River. Weekly coordination is necessary while discharging to the river because of the additional attention needed to comply with the NPDES permit. These meetings will be used by RBI staff to meet with City staff and its contractors/consultants to coordinate efforts and obtain information associated with implementing this scope of work. For the purposes of the scope and budget for this task, two (2) hours are assumed each for two RBI staff members attending each meeting, which provides time for meeting/call preparation, participation, and post-meeting briefings of other parties not attending the meetings. RBI’s Principal-in-Charge is assumed to attend up to eight (8) meetings.

TASK 2: EFFLUENT AND RECEIVING WATER MONITORING

Ensuring compliance with the NPDES permit Monitoring and Reporting Program involves the subtasks below.

Subtask 2.1: Scheduling and Coordination

RBI will update and maintain the monitoring schedule spreadsheet used by RBI, the City, Veolia, Compliance First, and FGL. RBI will coordinate with these parties to ensure they are aware of upcoming sampling, identify issues with sampling dates, ensure bottles are on-hand, review chain of custodies (COCs), and other related issues.

Subtask 2.2: Review and Compile Data

RBI will review and maintain a spreadsheet of monitoring results for routine CTF monitoring data tested at FGL and field data produced by Compliance First. An updated version of this spreadsheet and the final lab reports will be provided to the City with the monthly SMRs or made available through RBI’s Sharefile data portal. RBI will update its internal tracking spreadsheet for trihalomethane (THM) disinfection byproducts so that we can advise the City and its contractors on the need to collect additional samples, adjust operations to minimize THM formation, and help ensure compliance with THM effluent limitations.

Subtask 2.3: Characterization Monitoring

The City initiated four quarters of effluent and receiving water characterization monitoring in Q1 2024. RBI will coordinate with the City, Veolia, Compliance First, and FGL to ensure that

the testing will be completed as required. This scope of work and budget assumes that Veolia or FGL will collect the effluent samples, Compliance First will collect the receiving water samples, and FGL will be responsible for analytical testing. RBI will review the laboratory reports, coordinate with FGL on any QA/QC issues, and prepare the data for submittal to CIWQS with the SMRs. RBI will process the data using the Central Valley Water Board's reasonable potential analysis tool, which determines if the new characterization data would trigger effluent limitations in the next/renewed NPDES permit.

Subtask 2.4: Pyrethroid Pesticides Monitoring

The City initiated four quarters of effluent and receiving water monitoring for pyrethroid pesticides and acute toxicity using the test species, *Hyaella azteca* during Q1 2024. RBI will coordinate with the City, Veolia and FGL to ensure that the testing will be completed as required. This scope of work and budget assumes that Veolia or FGL will collect the effluent samples, Compliance First will collect the receiving water samples, and McCampbell Analytical will conduct the testing under sub-contract to FGL. RBI will review the laboratory reports, coordinate with FGL and McCampbell Analytical on any QA/QC issues, and prepare the data for submission to CIWQS with the SMRs. RBI will advise the City on any requirements applicable to the CTF if effluent pyrethroid levels were to exceed the Central Valley Water Board pyrethroid triggers.

TASK 3: ELECTRONIC SELF-MONITORING REPORTS (ESMRs)

RBI will assist the City with preparing and reviewing data files and cover letters for routine SMRs, which includes monthly, quarterly, and annual reports. RBI also will assist with preparation and review of the Discharge Monitoring Report (DMR) that is required with each SMR submittal. Both the DMR and SMRs are uploaded to the California Integrated Water Quality System (CIWQS) database. RBI will assist the City in preparation of draft SMRs and will review draft SMR and DMR data files to ensure they contain the NPDES permit-required information, the calculated and analytical parameters are accurate, and the contents of the cover letter and any attachments are consistent with the reported data. RBI will work with the City to finalize the SMRs for upload to CIWQS and will coordinate with the City to ensure the SMRs are submitted and certified in CIWQS by the report due date. The City is responsible for conducting the final submittal and certification of SMRs in CIWQS. Hours budgeted are for providing assistance with SMRs/DMRs for the following submittals.

Report Type	Reporting Period	Report Due Date
Monthly	June 2024	August 1, 2024
Monthly	July 2024	September 1, 2024
Monthly	August 2024	October 1, 2024
Monthly	September 2024	November 1, 2024
Monthly	October 2024	December 1, 2024
Monthly	November 2024	January 1, 2025
Monthly	December 2024	February 1, 2025
Monthly	January 2025	March 1, 2025
Monthly	February 2025	April 1, 2025
Monthly	March 2025	May 1, 2025
Monthly	April 2025	June 1, 2025
Monthly	May 2025	July 1, 2025
Quarterly	2 nd Quarter 2024	August 1, 2024
Quarterly	3 rd Quarter 2024	November 1, 2024
Quarterly	4 th Quarter 2024	February 1, 2025
Quarterly	1 st Quarter 2025	May 1, 2025
Annual	Calendar Year 2024	February 1, 2025

TASK 4: NPDES PERMIT-REQUIRED PROGRESS REPORTS

RBI will prepare the following annual reports required by the NPDES permit, as well as cover letters for the submittals. Draft reports will be prepared for review and comment by the City. The City’s comments will be incorporated into a final report for the City to submit to CIWQS.

- Annual Operations Report due February 1, 2025
- Best Management Practices Plan for Salinity Annual Report due February 1, 2025
- Mercury Pollution Prevention Plan Annual Report due February 1, 2025

TASK 5: INDUSTRIAL PRETREATMENT PROGRAM

RBI is currently under contract to implement the City’s Industrial Pretreatment Program (IPP) for fiscal years 2023/2024 and 2024/2025. Services provided under that contract include assistance with industrial user permit development, monitoring, and enforcement. Services to be provided under this task include the following subtasks.

Task 5.1: IPP Approval by Central Valley Water Board

In January 2024, the City submitted its updated IPP, prepared by RBI, to the Central Valley Water Board for approval, in accordance with CTF NPDES permit requirements. RBI is tracking Central Valley Water Board staff’s review of the IPP. This task is for RBI to address

Board staff queries regarding the IPP to facilitate its approval. This task is also for RBI to make minor revisions to the IPP in the event Board staff have comments and request changes.

Task 5.2: Municipal Code Revisions

The IPP update included proposed revisions to the City's municipal code to local limits, new industrial user definitions, and editorial revisions. This task is for RBI to support the City to revise the municipal code, such as assistance with preparing the staff report and resolution to be considered by City Council.

Task 5.3: IPP Annual Report

RBI will prepare the IPP Annual Report required by the CTF NPDES permit. This report will address IPP activities in calendar year 2024 and is to be submitted to CIWQS by February 1, 2025. This will be the first IPP Annual Report submittal by the City. The report will address all twelve elements listed in Attachment E, section X.D.5 (for brevity, these items are not described here). The information and data to address these elements will come from industrial user data, data collected by the City, and inspections conducted by the City.

If the City is not in compliance with the Central Valley Water Board's pretreatment audit/compliance inspection requirements, then the report will include the reasons for noncompliance and state how and when the City will comply with such conditions and requirements.

TASK 6: TOXICITY COMPLIANCE SUPPORT

RBI will assist the City with scheduling, coordination, and reviewing results of routine, quarterly whole effluent toxicity (WET) testing required by the NPDES permit. RBI will advise the City on whether permit-required accelerated testing or a Toxicity Reduction Evaluation (TRE) has been triggered. In the event a TRE is triggered by the routine bioassay results, the City must submit a TRE Action Plan to the Central Valley Water Board within 30 days. Budget is provided for RBI to prepare one (1) TRE Action Plan for the City to provide a timely submittal, should a TRE be triggered. RBI will provide a separate scope and budget to provide assistance beyond the hours budgeted herein in the event that additional effort is required to assist implementing routine testing, accelerated testing, or a TRE. We assume that the City will contract laboratory testing services separate from RBI's contract and that Veolia operations staff will collect the effluent samples used for bioassay testing.

TASK 7: REGULATORY DEVELOPMENTS TRACKING AND REPORTING

The CTF is currently subject of several Central Valley Water Board initiatives, including CV-SALTS, the Delta Regional Monitoring Program (RMP), the Delta Mercury Control Program and Total Maximum Daily Load (TMDL), Pyrethroid Control Program, and others. There may be other regulatory initiatives that the CTF would be affected by during FY24/25, including the State Water Resources Control Board's Clean Water Act section 303(d) listing process. As approved by the City, RBI will attend meetings for these initiatives, advocate for the City's interest, and advise the City on these initiatives and their impacts to the CTF. RBI

will cost share these efforts with other RBI clients when feasible. RBI's effort on these activities is limited by the task budget.

TASK 8: TEMPERATURE MONITORING

RBI will continue to closely monitor CTF effluent and San Joaquin River temperature to identify any potential temperature compliance challenges. This will involve monitoring of effluent temperature in the CTF's cooling ponds (Ponds A and B) to better characterize the amount of cooling provided by these ponds and help PACE identify appropriate changes to the ponds when constructing the Phase 3 upgrades. Budget is included in this task for RBI staff to procure, deploy, and routinely (quarterly) download data from a temperature logger in Pond B, obtain effluent temperature data from the CTF's Effluent Transfer Pump Station, and post-process the data. Budget is provided for RBI staff to travel to the CTF to download data from and perform any necessary maintenance to the temperature logger. RBI will communicate findings from this monitoring to the City in the form of a technical memorandum. Budget is provided for preparation of a single technical memorandum in FY24/25.

TASK 9: GENERAL COMPLIANCE AND OPERATIONAL SUPPORT

As requested, RBI will provide general compliance and operational support to the City, including, but not limited to, the following items.

- Assistance with responding to Notices of Violations (NOVs) received from the Central Valley Water Board
- Presence at Central Valley Water Board inspections of the CTF
- Review of CTF Phase 3 design plans
- THM compliance investigations
- Chlorination/dechlorination operational support
- Effluent temperature compliance with the NPDES permit effluent limitations and the State's Thermal Plan
- Support in obtaining contractors for compliance monitoring services
- Feedback to the City on adjustments to SCADA, PLCs, and CTF treatment processes/components to support NPDES permit compliance reporting
- Recycled water production under the NPDES permit and use throughout the City
- Sewer rate evaluation

RBI's effort on these activities is limited by the task budget.

TASK 10: PROJECT MANAGEMENT

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task, to hold key conversations with agency staff when needed, and to review interim work products. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, invoicing, and other duties to coordinate/administer the project.

Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of Central Valley Water Board or City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a signed contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 261-4043 or Paul Bedore at (916) 224-6271. We look forward to continuing to assist the City with its NPDES permitting and compliance needs.

Sincerely,

Michael Bryan, Ph.D.
Managing Partner



Attachment 1: RBI Budget
Attachment 2: 2024 Fee Schedule

ATTACHMENT 1 RBI BUDGET

	Lathrop NPDES Permit Compliance Services										Task Subtotal	Task Total	
	Managing Partner	Partner	Resource Director	Associate	Associate	Senior Engineer II	Project Scientist I	Project Scientist I	Project Scientist I	Project Scientist I			
	Michael Bryan	Art O'Brien	Paul Bedore	Michelle Brown	Cameron Irvine	Cyle Moon	Teresa Lopez	Whitney Thorpe					
PROFESSIONAL SERVICES													
Task 1: Compliance Coordination Meetings	8		74			74						\$ 46,082	\$ 46,082
Task 2: Effluent and Receiving Water Monitoring													
Task 2.1: Scheduling and Coordination	1		16							32		\$ 11,728	\$ 43,937
Task 2.2: Review and Compile Data	1		4							24		\$ 7,873	
Task 2.3: Characterization Monitoring	1		4		6					20		\$ 7,619	
Task 2.4: Pyrethroid Pesticides Monitoring													
Task 3: Electronic Self-monitoring Reports (eSMRs)	2		16			80				80		\$ 45,514	\$ 45,514
Task 4: NPDES Permit-required Progress Reports	2		6							24		\$ 7,688	\$ 7,688
Task 5: Industrial Pretreatment Program													
Task 5.1: IPP Approval by Central Valley Water Board							12			24		\$ 8,676	\$ 30,084
Task 5.2: Municipal Code Revisions							8			16		\$ 5,784	
Task 5.3: IPP Annual Report							24			40		\$ 15,624	
Task 6: Toxicity Compliance Support	2		10						24	16		\$ 14,148	\$ 14,148
Task 7: Regulatory Developments Tracking & Reporting	8		24						16			\$ 14,672	\$ 14,672
Task 8: Temperature Monitoring	2		8							32		\$ 21,154	\$ 21,154
Task 9: General Compliance and Operational Support	8	12	60			60						\$ 41,996	\$ 41,996
Task 10: Project Management	36		52							20		\$ 33,896	\$ 33,896
	71	12	274	44	46	274	44	368	20				
	\$ 349	\$ 342	\$ 301	\$ 291	\$ 291	\$ 284	\$ 291	\$ 216	\$ 216	\$			
Total by Staffperson	\$ 24,779	\$ 4,104	\$ 82,474	\$ 12,804	\$ 13,386	\$ 77,816	\$ 13,386	\$ 79,488	\$ 4,320			\$ 299,171	\$ 299,171
DIRECT EXPENSES													
Mileage													
HOBO Temperature Loggers (2)	\$ 1,000												
	\$ 400												
Subtotal Other Direct Expenses	\$ 1,400												
TOTAL BUDGET	\$ 300,571												

ATTACHMENT 2

2024 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
◆ Managing Partner	\$349.00
◆ Partner	\$342.00
◆ Managing Principal Engineer/Scientist	\$333.00
◆ Principal Engineer/Scientist	\$315.00
◆ Resource Director	\$301.00
◆ Associate	\$291.00
◆ Senior Engineer/Scientist II	\$284.00
◆ Senior Engineer/Scientist I	\$269.00
◆ Project Engineer/Scientist III	\$247.00
◆ Project Engineer/Scientist II	\$236.00
◆ Project Engineer/Scientist I	\$216.00
◆ Staff Engineer/Scientist II	\$201.00
◆ Staff Engineer/Scientist I	\$185.00
◆ Technical Analyst	\$172.00
◆ Graphics/GIS	\$153.00
◆ Laboratory Compliance Specialist	\$149.00
◆ Administrative Assistant	\$115.00
◆ Intern	\$71.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

ITEM 4.10

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

ITEM: APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

RECOMMENDATION: Adopt Resolution Approving a Professional Engineering Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12

SUMMARY:

The East Lathrop Water Main and Lateral Upgrades Capital Improvement Project (CIP) PW 24-12 was created and included in the Fiscal Year (FY) 23-24 budget to upgrade designated portions of the City water system located in an area bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street. Professional engineering services are needed for the design, preparation of the plans and specifications and to provide engineering support services during construction.

Staff requested and received proposals from qualified engineering consultants. BKF Engineers (BKF) was selected as the best-qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council approve an Engineering Professional Services Agreement with BKF in the amount of \$350,921 for engineering consulting services needed to support the East Lathrop Water Main and Lateral Upgrades, CIP PW 24-12.

Sufficient funds have been allocated in the FY 23-24 budget.

BACKGROUND:

The East Lathrop Water Main and Lateral Upgrades CIP PW 24-12 (Project) was created to upgrade designated portions of the water system located in a residential neighborhood bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street in order to meet current City Standards.

The water mains in the Project area consist of asbestos-cement 6-inch diameter pipes mainly located on private property in the front yards of homes making maintenance of the water mains and service laterals challenging to identify and repair. The Project includes the abandonment and replacement of these mains with new 8-inch PVC pipe located within the public right-of-way and the installation of new meters, valves and hydrants.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF
ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES
CIP PW 24-12

Staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the Project. BKF was selected as the best-qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the Project requirements.

The cost for the agreement with BKF is \$350,921 for engineering consulting services needed to support the Project.

REASON FOR RECOMMENDATION:

This Project was created to upgrade designated portions of the City’s water system to meet current City Standards and ensure safe, reliable delivery of water to residents living in the Project area. BKF was selected as the best-qualified firm to provide engineering services to support the Project based on their previous work history, qualifications, positive references, and overall understanding of the Project requirements.

FISCAL IMPACT:

Staff requests that City Council approve a Professional Services Agreement with BKF in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12.


Sufficient funds have been approved in the FY 2023-24 budget for CIP PW 24-12.

ATTACHMENTS:

- A. Resolution Approving an Engineering Professional Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades, CIP PW 24-12
- B. Engineering Professional Services Agreement with BKF Engineers for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12

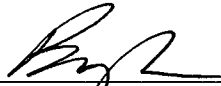
CITY MANAGER'S REPORT
APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF
ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES
CIP PW 24-12

APPROVALS



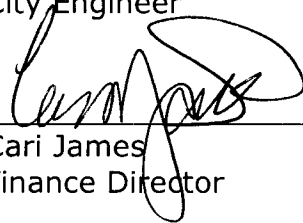
Greg Gibson
Senior Civil Engineer

03/21/2024
Date



Brad Taylor
City Engineer

3/26/2024
Date



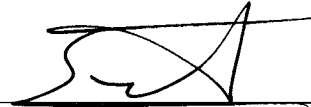
Cari James
Finance Director

3/26/2024
Date



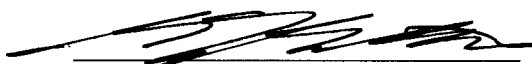
Michael King
Assistant City Manager

3.22.2024
Date



Salvador Navarrete
City Attorney

3.22.2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BKF ENGINEERS FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

WHEREAS, the East Lathrop Water Main and Lateral Upgrades Capital Improvement Project (CIP) PW 24-12 was created to upgrade designated portions of the water system located in a residential neighborhood bounded by Louise Avenue, Bizzibe Street, Cambridge Drive, and "O" Street to meet current City Standards; and

WHEREAS, staff requested and received proposals from qualified engineering consultants for engineering consulting services needed to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

WHEREAS, after reviewing the proposals requested from qualified engineering consultants that specialize in providing these services, BKF Engineers was selected as the best qualified firm to support this project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

WHEREAS, staff has negotiated a scope and fee proposal with BKF Engineers for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

WHEREAS, staff requests that City Council approve a Professional Services Agreement with BKF Engineers in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12; and

WHEREAS, funds approved in the FY 2023/24 budget for the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12 are sufficient to authorize the agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve an Engineering Professional Services Agreement with BKF Engineers in the amount of \$350,921 for engineering consulting services to support the East Lathrop Water Main and Lateral Upgrades CIP PW 24-12.

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

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH BKF ENGINEERS

TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

THIS AGREEMENT, dated for convenience this **April 8, 2024** is by and between **BKF Engineers** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

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

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

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$350,921.00** for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

(3) Effective Date and Term

The effective date of this Agreement is **April 8, 2024**, and it shall terminate no later than **June 30, 2025**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

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: **Sravan Paladugu, PE, CFM, Associate Principal**, 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

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

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).

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

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

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

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

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

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

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

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

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

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

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

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Dr.
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: BKF Engineers
7901 Stoneridge Dr., Suite 360
Pleasanton, CA 94588
Phone: (650) 482-6313

(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,

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.

- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

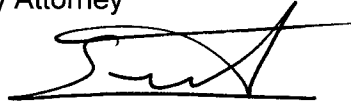
(19) Signatures

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

CITY OF LATHROP – TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE EAST LATHROP WATER MAIN AND LATERAL UPGRADES CIP PW 24-12

Approved as to Form:

City of Lathrop
City Attorney



3-19-2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assist 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:

BKF Engineers
7901 Stoneridge Dr., Suite 360
Pleasanton, CA 94588

Fed ID #
Business License #

Signature

Date

Print Name and Title



EAST LATHROP WATER MAIN AND LATERAL UPGRADES - SCOPE OF WORK

TASK 1: PROJECT ADMINISTRATION AND COORDINATION

Project Management: This task will include a) overseeing specific quality assurance and quality control (QA/QC) measures; b) prepare monthly project invoices; c) communicate and correspond as necessary with the City's project manager on project issues (administrative, design, and construction/field-related); and d) prepare detailed schedule of work showing each task and subtask, identifying milestones for critical meetings, workshops, progress calls, deliverables and City reviews. The schedule will be submitted within five (5) days of award of contract. The detailed schedule will be submitted electronically in Microsoft Project and in PDF file format. Schedule updates will be submitted as needed.

Project Meetings and Communication with the City: BKF will organize and attend a virtual kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. This meeting will include the design consultant and key City staff.

In addition to the kick-off meeting, BKF will schedule and conduct a minimum of three (3) virtual design-related meetings/workshops (Preliminary Design Workshop, 65%, and 95% Design Review Meetings) and five (5) progress calls with City staff as needed during the design phase of the project.

BKF will prepare the meeting agenda and distribute meeting minutes. BKF will also keep an action items list at each meeting and conference call.

Deliverables:

- Monthly Invoices with Summary of work completed
- Project schedule updates
- Meeting agendas and minutes
- Action items list

TASK 2: PRELIMINARY DESIGN

TASK 2.1: KICK-OFF MEETING, DATA COLLECTION AND REVIEW

BKF will conduct thorough research to obtain all available utility information within the project area. During the kick-off meeting, we will prepare a data request for the City to gather all available records for our review. We will review existing records including, but not limited to, street improvement plans; GIS utility layers; block maps; engineering studies; available right-of-way documents; manhole surveys, City Standard Provisions, and Standard Details; and codes, ordinances, and policies pertaining to the proposed project designs. BKF will also contact other utility companies to obtain the underground utility information within the project limit. BKF will be responsible for researching all applicable agency and utility company records.

Deliverables:

- Initial Data Request
- Compiled Record Drawings

TASK 2.2: FIELD RECONNAISSANCE

We realize that record drawings do not always reflect field conditions. So, it is important to reconcile the differences early on. During the site visits, we will perform a cursory level field verification of record drawings reviewed under Task 2.1 from City and utility owners. We will coordinate with City staff prior to our field visit for access to gated sites, manholes, and/or structures, as needed. During these visits, we will also identify site construction access and other constraints.

Deliverables:

- Basemap Showing Data Gaps in PDF format

TASK 2.3: TOPOGRAPHIC MAPPING AND SURVEY CONTROL

We will perform conventional ground topographic surveys to capture top of curb, back of walk, driveways, street centerline, utility poles, meter boxes, and dip flowline of storm and sewer manholes/inlets. Horizontal control will be based on California State Plane Coordinates and vertical control will be based on NAVD88 datum. It is not in this scope to do right-of-way research or to plot right-of-way lines. We will use City or County GIS parcel lines as right-of-way.

Deliverables:



- Electronic copy of survey files (AutoCAD)

TASK 2.4: PRELIMINARY DESIGN REPORT

BKF will prepare a Preliminary Design Report (PDR) to document design objectives, design criteria, design codes, and decisions made on major issues related to the project. The PDR will include the project's preliminary design, which will be used as the basis for producing final construction bid documents without the need for further engineering studies or re-evaluation of basic design decisions. Utilities, access, and any potential code/permit or other challenging aspects of the project will be discussed in the PDR. The PDR will also establish budget and schedule requirements. The PDR will include, as a minimum, the following elements:

1. Introduction

- Background and purpose of the project
- Project scope

2. Design and Construction

- Pipeline design criteria including but are not limited to criteria for selecting new water main alignment, pipe material, and size, proposed points of tie-in/system connections, and method/design for crossing existing utilities and easements.
- Construction hours based on input received by City from residents
- Identify new fire locations to comply with the current City fire coverage requirements
- List of project specification sections (technical sections only)
- List of drawings
- List of required permits
- Identification of potential project challenges for proposed design alternative

3. Special Construction Considerations

- Perform a constructability review, including major temporary works and access—these items will also be identified and included in cost estimates in the preliminary engineering phase.
- Provide construction execution recommendations, e.g., mandatory work sequence, construction restriction/constraints, testing requirements, typical submittal requirements, work hours, traffic control requirements, etc.
- Other potential project challenges
- Provide recommended construction duration in calendar days.
- Identify impacts on water system operations (e.g., planned outages, water shutdowns, and durations.
- Proposed project laydown areas
- Identify the potential need for design variances and coordination with the Department of Drinking Water

4. Conclusion and Recommendations

- Summary of project and site and design constraints
- Recommendations for a preferred alternative for City review and approval

Deliverables:

- Draft copy of Preliminary Design Report with 10% Concept Drawings (PDF format)

TASK 3: DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS

BKF will provide a complete set of documents that will allow for public bidding and construction of the proposed project at the 100% design submittal by preparing Final Design/Bid Documents, including drawings, technical specifications, and final contract documents. Design drawings will be prepared under the supervision of, and stamped and signed by, a California Registered Professional Engineer of the applicable discipline(s). BKF will respond to all permit-related reviews/comments and revise construction documents accordingly.

TASK 3.1: 65% DESIGN SUBMITTAL

After approval of preferred alternative(s) alignment under Task 2.4, BKF will prepare and submit the 65% submittal to the City for review. BKF will present the 65% to City stakeholders at a design review meeting. The schedule will allow for a three-week review period by City staff following the meeting and submission of draft meeting minutes within three working days following the meeting.



At a minimum, the 65% submittal will include:

- Addressing City comments on draft PDR
- Plan view of the proposed pipeline alignment showing the horizontal alignment in relation to the existing topographic features, property lines, public right-of-way, private easements, and existing utilities and private easements (existing or future)
- Profile view of the proposed pipeline alignment showing the pipeline invert elevation's ground profile above the centerline of the pipeline alignment and existing utilities (i.e., sewer mains, storm drains, gas) with top of pipe and/or invert elevations, if confirmed through utility locating/ potholing as part of additional service
- Plan view of hydrant laterals, air release valve laterals, and services to meter box
- Plan view of proposed street resurfacing. Scope does not include rebuilding of curb ramps driveways or street rehabilitation/replacement
- Preliminary determination of major utility crossings and utilities in conflict
- Details for points of connection, pipeline off-sets, trench details, cathodic protection, valves, manhole detail, and other appurtenances (ex., fire hydrants, meters, blow-offs, cleanouts, etc.)
- Standard California Manual on Uniform Traffic Control Devices (CA MUTCD) details
- Technical specifications
- Payment item schedule for contract bid documents
- Construction cost estimate based on 65% design submittal
- "Red-lined" version of City's Standard Front Ends: BKF will be provided the City's Standard Front Ends in PDF format. BKF will "red-line" as required, and then the City will incorporate edits, as required, for incorporation into the final bid documents.

Deliverables:

- PDF half-size-to-scale set of the 65% design plans
- PDF and Microsoft Word files of project specifications
- Construction cost estimate in Microsoft Excel
- Final PDR Report (PDF)

TASK 3.2: 95% DESIGN SUBMITTAL

BKF will prepare and submit the 95% submittal for review by the City. The 95% submittal will incorporate the pertinent City review comments to 65% submittal. The schedule will allow for a three-week review period by City staff following the submission of the 95% design submittal.

The 95% submittal will include:

- Written response to City review comments to the 65% submittal
- Detailed drawings and technical specifications are to be included in the contract documents
- Final draft bid schedule
- Update of the construction cost estimate
- Division of Drinking Water Application

BKF will incorporate any changes to the 95% design submittal no later than five working days upon receipt of the City's comments. The revised version, herein referred to as the 95% design submittal, will be the version of the design drawings to be made available to permitting agencies for review for the issuance of any construction permits. BKF will submit documents to respective permitting agencies in accordance with their specific requirements (i.e., number of copies, full-size vs. half-size format, hard vs. electronic copies, etc.).

Deliverables:

- PDF half-size to scale set of the 95% design plans.
- PDF and Microsoft Word files of project specifications.
- Updated construction cost estimate in Microsoft Excel.
- Updated construction schedule.
- 65% response to comments



TASK 3.3: 100% DESIGN SUBMITTAL

BKF will prepare and submit a "Draft" of 100% design and construction documents based on the City's 95% submittal review comments. After completing the City's review of the "Draft" 100% submittal, BKF will meet with the City to review comments and revise plans and specifications for the "Final" 100% submittal. The "Final" 100% submittal will represent the final bid-ready contract documents and incorporate the pertinent City and/or Permitting Agency review comments from the "Draft" 100% design submittal. Final 100% design documents will be signed by a California Registered Professional Engineer. The Bid Document submittal will include:

- Written response to each City and/or Permitting Agency comment to the 95% design submittal
- Final, detailed drawings and technical specifications to be included in the contract documents
- Final payment item schedule for incorporation into the final contract bid documents
- Revised/updated cost estimate based on the 100% design submittal

Deliverables:

- Half-size and full-size PDF of "Draft" 100% plans, specifications, and estimate.
- One full-size wet signed and electronic (PDF) copy formatted in both half-size and full-size of the "Final" 100% submittal plans. The PDF version of the design drawings will include BKF's professional engineering stamp and signature.
- On a USB flash drive: AutoCAD (version 2018 or higher) files for all design drawings; Final technical specifications in MS Word and PDF formats, with Consultant's professional engineering stamp and signature in the PDF file; cost estimates in MS Excel and PDF formats; and the construction schedule in MS Project.

TASK 4: BIDDING SUPPORT

BKF will provide engineering support and assist the City, as required, during the bid phase of the project. Bid phase services may include:

- Attendance at a pre-bid meeting with potential contractors
- Assistance with and preparation of responses to questions or clarification of aspects of the design and/or specifications
- Evaluation of bids received, as needed
- Preparation of conformed drawings with any addenda issued during the bid period

Deliverables:

- Review and comment on pre-bid meeting minutes
- Respond to questions during the pre-bid meeting if requested by the City (no consultant- prospective bidder communication)
- Formal response to inquiries to the City, either in email or memo-written format
- Conformed project specifications, print-ready for double-sided printing in both PDF and Microsoft Word (.docx) formats.
- Conformed Design Drawings in half-size (11x17) and full-size (22x34) to-scale electronic PDF.
- Electronic copy of conformed AutoCAD files.

TASK 5: CONSTRUCTION SUPPORT

BKF will assist the City during the construction phase by conducting the following tasks:

- BKF will review design submittals including flushing and disinfection sequence. Scope assumes reviewing up to twenty (20) submittals and review of one (1) round of revision of each submittal. BKF anticipates spending 1 to 2 hours per submittal depending on the list of items provided in each submittal.
- BKF will provide clarifications, as required, of construction documents and respond to contractor requests for information (RFI). Scope assumes responding to up to ten (10) RFIs. BKF anticipates spending 1 to 2 hours, depending on the complexity of RFI.
- BKF will evaluate and respond to contract change order requests or claims for additional compensation pertaining to design elements that may arise. Scope assumes responding to up to two (2) change orders.
- BKF will perform up to two (2) site visits to review construction at important stages and/or attend project meetings as requested.



- Review contractor's redlined record drawings and prepare one (1) signed, stamped set of record drawings.
- Prepare a geodatabase file. BKF will updated pipeline and manhole attributes in the City's geodatabase file.

Deliverables:

- Submittal reviews as Word or PDF files
- Response to RFIs as Word or PDF files
- Change order reviews, including modifications to plans or specifications as Word or PDF files
- Final Punch List
- Record Drawings in AutoCAD and PDF file formats

ADDITIONAL SERVICES

TASK 1A: UTILITY LOCATING

Our in-house Ground Penetrating Radar (GPR) locating services will allow us to shortlist utilities that are perceived to be in conflict, thereby eliminating or reducing the number of needed potholes. After reviewing utility company maps, City block maps, and GIS, BKF will perform utility locating. We will identify metallic utilities (i.e., electric, telephone, gas, communication lines, and water) and non-metallic utilities with visible tracer wire. We will prepare a memorandum to document critical utilities, utilities in close conflict, and if there is a need to pothole any. The memorandum will include photos of utility paint marks on the street.

Deliverables:

- Utility Locating Report

TASK 2A: POTHOLING

Based on the GPR utility locating survey, BKF will develop a potholing plan for locating and profiling existing underground utilities, and once approved by the CITY, will be responsible for conducting the required potholing and site restoration. Our subconsultant, Bess Testlab, Inc., will perform potholing using Hydro-vacuum. The scope assumes that the City encroachment permit fee will be waived. BKF will submit a potholing table summary report electronically describing all findings in Excel format. It is assumed that City will allow use of typical MUTCD details for traffic control and site specific traffic control plan is not required for this work.

Deliverables:

- Pothole plan (four potholes assumed)
- Electronic copy of pothole table summary report showing pothole identification, utility, depth of cover, material, pavement information, and other pertinent information
- Electronic copy of Pavement thickness summary table

TASK 3A: RIGHT-OF-WAY MAPPING

If requested by the City, BKF will plot the right-of-way (R/W) lines based on street monuments or split of the street improvements. We will include parcel information based on the assessor's maps, documents from BKF's document retrieval service, and record maps that may be available on the County website. We will include the lot lines that intersect the R/W and provide the Assessor's Parcel Numbers (APN) and street address numbers for reference. This does not include ordering or using title reports for all properties along the project streets.

Deliverables:

- Updated topographic map with ROW lines (PDF & AutoCAD)

CIP PW 24-12 EAST LATHROP WATER MAIN AND LATERAL UPGRADES

Task	Description	BKF Engineers										Bess Tech Lab			Total Labor	Sub-Consultants Total Fee (Including 10% Markup)	ODC/Reimbursables	Total Fee		
		Principal	Project Manager	QA/QC Manager - Muro	Tech Manager Steph Tanverkul	Sr. Project Engineer George Rovira	Project Engineer/Surveyor	Design Engineer	Survey Party Chief	Survey Chainperson	Utility Locator IV	Total BKF Hours	BKF Fee	Lump Sum					Hours	Total Fee
	March 6, 2024																			
Task 1	Project Administration & Coordination																			
	Project Management	2	40																	
	Project Meetings (Kick-off & 3 Progress calls)		10		10															
	Task 1 Project Administration & Coordination Subtotal:	2	50	0	10	0	0	0	0	0	0	\$16,644	0	62	\$0	\$0	\$0	\$16,644		
Task 2	Preliminary Design																			
2.1	Data Collection & Review		4		4															
2.2	Field Reconnaissance (1-day of site visit)																			
2.3	Topographic Mapping and Survey Control		8																	
2.4	Preliminary Design (10% Concept Drawings)																			
	Task 2 Preliminary Design Subtotal:	0	12	0	28	0	104	64	64	64	336	\$64,488	\$0	336	\$0	\$350	\$0	\$64,838		
Task 3	Construction Documents																			
3.1	65% Design Submittal																			
	65% Plans		8	8	30	60	120	200												
	65% Specs & Estimate		12	4	32	6		8												
3.2	95% Design Submittal																			
	95% Plans		4	4	15	30	60	100												
	95% Specs & Estimate		6	2	16	3	0	4												
3.3	Final 100% Design Submittal																			
	100% Plans		3	3	11	21	42	70												
	100% Specs & Estimate		4	1	11	2	0	3												
	Task 3 Construction Documents Subtotal:	0	37	22	115	122	222	385	0	0	903	\$179,099	0	903	\$0	\$300	\$0	\$179,399		
Task 4	Bidding Support																			
	Pre-Bid/RFIs/Review of Bids (6 RFIs)		6		12		12													
	Confirmed Drawings		2		8			20												
	Task 4 Bidding Support Subtotal:	0	6	0	12	0	12	0	0	0	30	\$6,846	0	30	\$0	\$0	\$0	\$6,846		
	Task 4 Bidding Support Subtotal:	0	6	0	12	0	12	0	0	0	30	\$6,846	0	30	\$0	\$0	\$0	\$6,846		

March 6, 2024	BKF Engineers										Total BKF Hours	BKF Fee	CCTV/Utility Pot-holing	Sub-Consultants Total Fee (Including 10% Markup)	Total Labor	ODC/Reimbursables	Total Fee	
	Principal	Project Manager	QA/QC Manager	Tech Manager	Sr. Project Engineer	Project Engineer/Surveyor	Design Engineer	Survey Party Chief	Survey Chainperson	Utility Locator IV								Hours
	Brian Scott	\$302																
	Project Manager	\$273	\$260	\$239	\$222	\$195	\$170	Vary	Vary	Vary	\$224							
	Sravan Padugun																	
	Ramon Alvarez - Muro																	
	Tech Manager																	
	Sr. Project Engineer																	
	George Rovira																	
	Project Engineer/Surveyor																	
	Design Engineer																	
	Survey Party Chief																	
	Survey Chainperson																	
	Utility Locator IV																	
		4			16	20	20											
	Submittals (20 Assumed)																	\$11,944
	RFIs (10 Assumed)	8			10	20	20											\$8,304
	Site Visits (2 Assumed)				16	16												\$6,722
	Change Orders (2 assumed)	4		8														\$3,004
	As-builts	2		2	8	12	16											\$7,860
	Task 5 Construction Support Subtotal:	0	18	0	10	68	36	0	0	0	0	182	\$37,784	0	\$0	182	\$50	\$37,834
	Base Scope Total	2	123	22	175	406	485	64	64	0	0	1,513	\$304,861	\$0	\$0	1,513	\$700	\$305,561

Additional Services																			
1A	Utility Locating	8										88	\$20,104						\$20,104
2A	Pot-holing (4 assumed)			4			8					12	\$2,316	\$12,000	\$13,200				\$15,516
3A	Right-of-Way Mapping					20		16	16			52	\$9,740		\$0				\$9,740
	Additional Services Subtotal:	0	8	4	0	20	8	16	16	80	152	\$32,160	\$12,000	\$13,200	\$0	\$0	\$0	\$0	\$45,360

Fee Assumptions:

1. Assumptions for number of meetings, potholes, RFIs, submittals, site visits, etc are provide in the table as part of task description.
2. It is assumed that City will lead the coordination with residents. Fee does not include attending community engagement/outreach meetings
3. Preliminary design will include evaluating upto two water main alignment alternatives.
4. Fee does not include revision to water main alignment after approval of preferred alignment by City staff.
5. Fee assumes City standard trench design detail is adequate and therefore geotechnical investigation is not included.
6. Fee does not include site corrosivity test and cathodic protection design.
7. Construction submittals review includes review of one revised submittal.

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ITEM 4.11

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

ITEM: ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2023

RECOMMENDATION: Adopt a Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2023 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.

SUMMARY:

The purpose of the Housing Element Annual Progress Report (APR) is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

Each year, California cities are required to prepare an APR on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

BACKGROUND:

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

**CITY MANAGERS REPORT
 APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

Under California Government Code Section 65400(2), Planning staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1st of each year.

As part of the update to the City’s Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG).

In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
RHNA Allocation	526	493	759	957	2,421	5,156
Built	0	0	0	29 ¹	1,571	1,600
Under Construction/ Permitted	0	0	0	0 ²	197	197
Remaining Allocation	526	493	759	928	653	3,359

¹INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUs BUILT IN 2017 AND 2018

²104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

³THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$74,988 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.

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- Above Moderate Income Households have a combined income greater than 120 percent of AMI

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines
- Site rezoned to accommodate that portion of the City's share of the regional housing need for each income level.
- Number of building permits issued and development applications received using the streamlined review process (SB 35).
- Locally owned lands included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of.
- Locally owned or controlled lands declared surplus pursuant to Government Code Section 54221, or identified as excess pursuant to Government Code Section 50569.
- Progress on the LEAP Grant including the amount of reimbursement requests that have been made by the City.

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2023 at their March 20, 2024 meeting. At the conclusion of the public meeting, the Planning Commission voted 4-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2023 and authorize staff to submit the report to OPR and HCD (Attachment 4).

ANALYSIS:

Staff has prepared the 2023 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received

The City processed seven (7) residential entitlement applications for new residential development that may result in 784 new units. The City received and processed the following entitlement applications in 2023.

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Architectural Design Review – River Islands

Van Daele Village KK	150 single-family dwelling units
Kiper Capri at River Islands	100 single-family dwelling units
Tri Pointe Village 1	68 single-family dwelling units

Architectural Design Review – Central Lathrop

D.R. Horton Phase 1D, Tract 4105	89 single-family dwelling units
KB Homes Phase 1D-2, Tract 4105	81 single-family dwelling units
K Hovnanian Homes Phase 1D-N3	101 single-family dwelling units
Escala at Stanford Crossing	195 multi-family dwelling units

New Home Construction

The City issued a total number of 575 residential building permits in 2023, which represents a decrease of 383 less than 2022 (a total of 958 residential permits issued in 2022). Of the 575 residential building permits, 566 are single-family residential units and are considered "Above Moderate" affordability. The remaining 9 residential building permits are for accessory dwelling units and are considered "Moderate" affordability.

Progress Towards Meeting RHNA

As illustrated in Table B of the HCD Forms below, the City has issued 5,071 building permits for residential development for the 2014 – 2023 Housing Element Planning Period.

Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019											1019
	Non-Deed Restricted												
Low	Deed Restricted	759											759
	Non-Deed Restricted												
Moderate	Deed Restricted	957										370	587
	Non-Deed Restricted						148	179	34	9			
Above Moderate		2421	343	170	297	383	389	679	950	924	566	4,701	-
Total RHNA		5156											
Total Units			343	170	297	383	389	827	1,129	958	575	5,071	2,365

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RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt the proposed resolution to accept the Housing Element Annual Progress Report for Calendar Year 2023 and authorize staff to submit the report to the OPR and HCD.

CEQA STATUS:

The proposed Housing Element Annual Progress Report for Calendar Year 2023 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines. This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

FISCAL IMPACT:

The request has no fiscal impact to the City other than staff time to prepare the report.

ATTACHMENTS:

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2023
2. Housing Element Annual Progress Report for Calendar Year 2023
3. Planning Commission Resolution No. 24-3

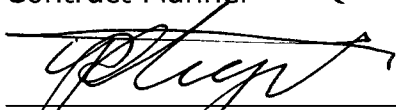
**CITY MANAGERS REPORT
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APPROVALS:



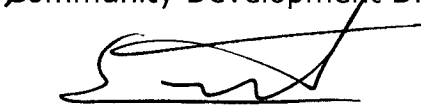
David Niskanen
Contract Planner

3/27/2024
Date



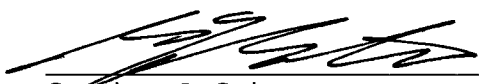
Rick Caguiat
Community Development Director

3/27/24
Date



Salvador Navarrete
City Attorney

3-28-2024
Date



Stephen J. Salvatore
City Manager

4-1-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2023 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2023, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public meeting on March 20, 2024 and adopted Resolution No. 24-3, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

WHEREAS, the proposed Housing Element Annual Progress Report for Calendar Year 2023 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines; and

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

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby find the proposed Housing Element Annual Progress Report for Calendar Year 2022 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorizes staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 8th day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

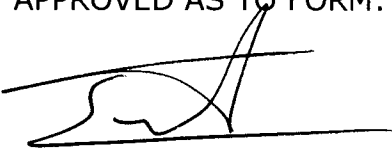
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT " 2 "

Jurisdiction	Lathrop	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	9
Above Moderate		566
Total Units		575

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	439	566	0
2 to 4 units per structure	0	0	0
5+ units per structure	195	0	0
Accessory Dwelling Unit	0	9	0
Mobile/Manufactured Home	0	0	0
Total	634	575	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	575	575

Housing Applications Summary	
Total Housing Applications Submitted:	7
Number of Proposed Units in All Applications Received:	784
Total Housing Units Approved:	634
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	6	589
Discretionary	1	195

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	42
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
1	2										3	4		
	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)			Total Remaining RHNA by Income Level	
Very Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	1,019
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	788
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	987
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Above Moderate	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Total RHNA		343	170	297	383	389	679	950	924	566	924	566	4,701	-
Total Units		343	170	297	383	389	679	950	924	566	924	566	4,701	2,365
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
5	6										7			
	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date		Total Units Remaining		
Extremely Low-Income Need														610
Extremely Low-Income Units*														610

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
 Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
 Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
 Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HUD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VI Deed Restricted
 VII Non Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction Reporting Year	Lathrop 2023 (Jan. 1 - Dec. 31)	Table D	
Program Implementation Status pursuant to GC Section 65583			
Housing Programs, Progress Report			
The City will continue to work with program providers to improve programmatic components to the maintenance, improvement, and development of housing as identified in the housing element.			
Status of Program	2023	2024	Status of Program Implementation
<p>Program 1a</p>	<p>low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.</p>	<p>Update inventory on a biennial basis and make inventory available at City Hall and on the City website.</p>	<p>The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.</p>

<p>Program 1b</p>	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. See Program 1b in the Housing Element for the full language.</p>	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing.</p>
<p>Program 1c</p>	<p>Continue to encourage development of well-designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, allow for a higher building height, and greater floor area ratios.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with the West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. Development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>

<p>Program 1 d</p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2023.</p>
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<p>Program 1e</p>	<p>programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Bienially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City received approval for SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans.</p>
<p>Program 1f</p>	<p>continue to consider regional development through working with SJCOC and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOC data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p>Program 1g</p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. See Program 1g in the Housing Element for the full language.</p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to encourage developers to submit housing proposals for low-income housing. The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the Property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p>Program 1h</p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website. The City shall participate with San Joaquin County's efforts to address farmworker housing needs.</p>	<p>Ongoing; distribute brochures on a monthly basis or as-needed</p>	<p>The City will maintain information related to Homeless Shelters and services available to City residents.</p>
<p>Program 1i</p>	<p>Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>

<p>Program 1j</p>	<p>Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing. Continue to permit Planned</p>	<p>Ongoing; including Housing Authority in annual mailing under program 1g</p>	<p>The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2023.</p>
<p>Program 1k</p>	<p>Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.</p>	<p>Ongoing</p>	<p>As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2023.</p>
<p>Program 1l</p>	<p>rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2023.</p>

<p>Program 1 m</p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/expedited processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing types, including housing for developmentally disabled. Residents requesting information regarding housing for the developmentally disabled are directed to the Valley Mountain Regional Center.</p>
<p>Program 1 n</p>	<p>revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City adopted Ordinance No. 22-442 in November 2022 that clarified that housing developments that include a minimum 20 percent of units affordable to lower income households shall be ministerial and exempt from Site Plan Review. This language was added to Multifamily Residential Districts. This program is complete.</p>

<p>Program 2a</p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary project improvements, and funding strategies.</p> <p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include:</p> <ul style="list-style-type: none"> • Allowing developers to submit concurrent/"piggyback" applications (e.g., rezones, tentative tract maps, conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low-income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. See <i>Program 2b in the Housing Element for the full language.</i> 	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had seven (7) pre-application meetings with developers in 2023, including a pre-application for a residential subdivision.</p>
<p>Program 2b</p>	<p>The City continues to offer incentives through the options listed in Program 2a. The City allows developers to submit concurrent/ "piggyback" applications to streamline processing of development projects that require multiple City approvals, provide technical assistance with the entitlement process, and will consider fee waivers for projects that proposed low-income housing. This program is ongoing.</p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the options listed in Program 2a. The City allows developers to submit concurrent/ "piggyback" applications to streamline processing of development projects that require multiple City approvals, provide technical assistance with the entitlement process, and will consider fee waivers for projects that proposed low-income housing. This program is ongoing.</p>

<p>Program 2c</p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City's development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City's processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. The City reviews and updates the Zoning Code annually (Zoning Omnibus) to provide consistency updates with State law and streamline development application processing. This program is ongoing.</p>
<p>Program 2d</p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites. Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and infill projects for eligibility for a CEQA exemption as development applications are received.</p>
<p>Program 2e</p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. The City's General Plan Update was adopted in September 2022. Following the adoption of the General Plan Update, a Zoning Consistency Project was initiated and completed in 2023. The Zoning Consistency Project updated various Chapters and Sections of the Lathrop Municipal Code to bring it into compliance with the General Plan.</p>

<p>Program 2f</p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law and prepare pre-approved building plans for ADUs. The City also received LEAP Grant Funding to prepare three (3) Pre-Approved ADU Plans. These plans are complete and will be published in 2024. A total of nine (9) Building Permits for ADUs were issued in 2023. This program is ongoing.</p>
<p>Program 2g</p>	<p>Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.</p>	<p>Ongoing</p>	<p>The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.</p>

<p>Program 2h</p>	<p>large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3- and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.</p>	<p>Ongoing</p>	<p>As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low- and low-income families. No affordable housing applications were received in 2023.</p>
<p>Program 2i</p>	<p>Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code</p>	<p>Ongoing</p>	<p>The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.</p>
<p>Program 2n</p>	<p>Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.</p>	<p>Ongoing</p>	<p>The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.</p>

<p>Program 2o</p>	<p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	<p>Jan-20</p>	<p>The City will establish written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.</p>
<p>Program 2p</p>	<p>Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households. Revise the Zoning Code to permit</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p>Program 2q</p>	<p>manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all manufactured housing and mobilehomes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p>Program 2r</p>	<p>Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre"</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p>Program 2s</p>	<p>Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify the SB 35 streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.</p>	<p>Aug-20</p>	<p>The City will revise the Zoning Code to define and allow Low Barrier Navigation Center as a by-right use. City policies and procedures are consistent with SB35. Additionally, the City offers a pre-application process to developers, including residential development. The City anticipates that the Code Text Amendment will be completed in 2024.</p>

<p>Program 3a</p> <p>Joaquin Urban County consortium to receive and use HOME and CDBG funds to provide housing rehabilitation loans and emergency repair loans or grants, administered through the San Joaquin County Rehabilitation Program, for lower income households and to provide services for lower income populations, including extremely low income, homeless/at-risk of homelessness, seniors, and youth. On an annual basis, determine whether funds are adequate to set aside funds specifically for assistance (housing rehabilitation, emergency repair, or weatherization) for extremely low income households and whether funds are adequate to allow bedroom/bathroom additions where necessary to accommodate large families. See <i>Program 3a in the Housing Element for the full language.</i></p>	<p>Annual review of housing needs and commitment of funds through Urban County process; ongoing efforts to ensure public awareness</p>	<p>The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p>Program 3b</p> <p>Review the Zoning Code and potential funding sources to identify methods to provide incentives for rehabilitation of existing residential units and to encourage re-investment in the Historic Lathrop Overlay District and in older neighborhoods east of I-5.</p>	<p>Ongoing 2019/2020 Incorporate incentives into SB 2 funding opportunities</p>	<p>This program is ongoing. The City continues to review and update the Zoning Code on an annual basis.</p>

<p>Program 3c</p>	<p>Continue to employ a full time code compliance officer who will vigorously enforce the building and zoning codes in locations where dilapidation, blight, and/or health and safety violations may be occurring. Coordinate code rehabilitation efforts with the housing compliance program with code property owners to encourage units in safe and habitable conditions. Regularly review housing conditions to determine if specific locations or neighborhoods require targeted code enforcement and work to provide, when funding is available, targeted rehabilitation or replacement assistance. Continue to participate in the San Joaquin Urban County consortium to provide funding and support for the rehabilitation of mobile homes, when adequate funds are available. In 2020/2021, conduct outreach to mobilehome park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program and any of the City's mobilehome parks would be eligible for this type of program.</p>	<p>Ongoing; biennial review of areas appropriate for targeted assistance and/or enforcement</p>	<p>The City continues to employ a Code Enforcement Officer. This program is ongoing.</p>
<p>Program 3d</p>	<p>Ongoing; Mobilehome outreach in 2020 and 2021</p>	<p>The City continues to coordinate with San Joaquin County to offer CDBG funding for Rehabilitation (Rehabilitation Program). The City will advertise the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>	<p>The City continues to coordinate with San Joaquin County to offer CDBG funding for Rehabilitation (Rehabilitation Program). The City will advertise the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>

<p>Program 3e</p>	<p>Regularly review the City's eligibility for Federal and State home repair, renovation, and replacement programs annually and apply for programs, as appropriate. If multifamily owners or other entities express interest in available funding programs for housing rehabilitation or repair, support the application for funding and, if appropriate and feasible, provide technical assistance to the project applicant with the funding application.</p>	<p>Ongoing</p>	<p>No action in 2022. This program is ongoing.</p>
<p>Program 4a</p>	<p>Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.).</p>	<p>Ongoing</p>	<p>This program is ongoing.</p>
<p>Program 4b</p>	<p>Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.</p>	<p>Ongoing</p>	<p>As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2022.</p>

<p>Program 5a</p>	<p>Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents.</p>	<p>Ongoing; annual coordination and outreach to Housing Authority to encourage increased assistance</p>	<p>The City continues to encourage interested residents to contact the San Joaquin Housing Authority to obtain information related to housing and the availability of Affordable Housing. This program is ongoing.</p>
<p>Program 5b</p>	<p>Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.</p>	<p>Ongoing</p>	<p>The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.</p>
<p>Program 6a</p>	<p>Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City will continue to encourage energy efficient land use planning.</p>

<p>Program 6b</p>	<p>Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects. Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website.</p>	<p>Ongoing</p>	<p>The City continues to hold pre-application meetings. This program is ongoing.</p>
<p>Program 6c</p>	<p>Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.</p>	<p>Ongoing</p>	<p>On May 2, 2016, the City Council approved the City's first clean energy financing program, known as the Home Energy Renovation Opportunity (HERO) Financing Program through the Property Assessment Clean Energy (PACE) Program. On December 4, 2017, the City Council approved similar clean energy financing programs with CSCDA Open Pace, Figtree Pace, and Golden State Financing Authority. On December 10, 2018, the City Council adopted a Resolution to Participate in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program. Information related to the energy conservation is available upon request.</p>
<p>Program 6d</p>	<p>Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.</p>	<p>Ongoing</p>	<p>The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.</p>

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 24-3**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2023 AND
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2023, utilizing the prescribed forms and instructions provided by HCD; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element for Calendar Year 2023, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).


PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 20th day of March, 2024 by the following vote:

AYES: Ishihara, Ralmilay, Camarena, Jackson

NOES: None

ABSTAIN: None

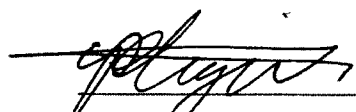
ABSENT: Rhodes



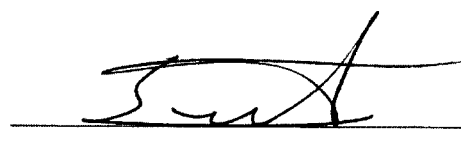
Tosh Ishihara, Chair

ATTEST:

APPROVED AS TO FORM:



Rick Caguiat, Secretary



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-99, LOCATED AT 18580 CHRISTOPHER WAY FROM NEW CINGULAR WIRELESS PCS, LLC DBA AT&T

RECOMMENDATION: Adopt Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-99, Located at 18580 Christopher Way from New Cingular Wireless PCS, LLC dba AT&T

SUMMARY:

New Cingular Wireless PCS, LLC dba AT&T (AT&T), the developer of the wireless communication tower (Tower) located at 18580 Christopher Way, completed the public improvements associated with Encroachment Permit No. (EP) 2022-99 (Project). A Vicinity Map is included as Attachment "B".

AT&T has offered the Tower and associated improvements to the City for acceptance. Staff inspected the completed improvements constructed by AT&T and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer. The approximate value of the improvements constructed is \$252,322, as shown in the GASB 34 Report included as Attachment "C".

Lien releases have been submitted confirming all sub-contractors and suppliers have been paid in full. Staff also received a one-year warranty bond (based on 10% of the GASB 34 Report) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by AT&T associated with the EP 2022-99.

BACKGROUND:

On July 11, 2022, City Council approved an Option and Land Lease Agreement (Agreement) with AT&T. The Agreement allows for the development and construction of a Tower on City owned property near Christopher Way. The Agreement also outlines AT&T's non-exclusive use of the Tower and ground space.

Construction of the Tower and associated improvements are complete and the approximate value of the improvements proposed to be accepted is \$252,322, as shown in the GASB 34 Report. These improvements have been inspected by staff and have been deemed complete to approved plans and to City specifications by the City Engineer. A performance bond (No. SU1190308) was provided with EP 2022-99, in the amount shown in Table 1 below that guaranteed the construction of the improvements.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-99,
LOCATED AT 18580 CHRISTOPHER WAY, FROM NEW CINGULAR WIRELESS
PCS, LLC. DBA AT&T

The performance bond will be released and replaced with the warranty bond upon acceptance of the improvements.

Table 1

Description	Performance Bond	Warranty Bond Number & Amount
Encroachment Permit 2022-99	SU1190308 \$300,000	SU1190308M \$25,233

REASON FOR RECOMMENDATION:

Staff has inspected the improvements listed in the GASB 34 Report and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer. Lien releases have been submitted for the completed improvements being accepted. Staff have received the one-year warranty bond and as-built drawings for said improvements.

FISCAL IMPACT:

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

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Associated with Encroachment Permit No. 2022-99, located at 18580 Christopher Way from New Cingular Wireless PCS, LLC dba AT&T
- B. Vicinity Map – 18580 Christopher Way
- C. GASB 34 Report

APPROVALS



Bellal Nabizadah
Assistant Engineer

3/25/24

Date



Tony Fernandes
Director of Information Systems

3-25-2024


Date



Ken Reed
Senior Construction Manager

3-25-2024

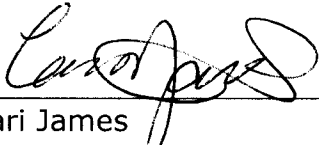
Date



Brad Taylor
City Engineer

3/25/2024

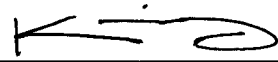
Date



Cari James
Finance Director

3/26/2024

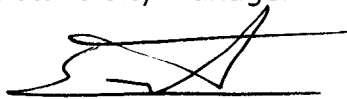
Date



Michael King
Assistant City Manager

3.25.2024

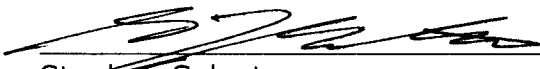
Date



Salvador Navarrete
City Attorney

3-26-2024

Date



Stephen Salvatore
City Manager

3.28.24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2022-99, LOCATED AT 18580 CHRISTOPHER WAY FROM NEW CINGULAR WIRELESS PCS, LLC DBA AT&T

WHEREAS, on July 11, 2022, City Council approved an Option and Land Lease Agreement for a wireless communications facilities site lease with New Cingular Wireless PCS, LLC dba AT&T (AT&T), for the development and construction of a wireless communication tower (Tower) on City Owned property near Christopher Way, and non-exclusive use of the Tower and ground space by AT&T; and

WHEREAS, construction of the Tower and associated improvements are complete and AT&T has offered the Tower and associated improvements to the City for acceptance. The approximate value of the improvements proposed to be accepted is \$252,322; and

WHEREAS, a performance bond (No. SU1190308) was provided with EP 2022-99 in the amount shown in Table 1 below that guaranteed the construction of the improvements. The performance bond will be released and replaced with the warranty bond by the City Engineer upon acceptance of the improvements

Table 1

Description	Performance Bond	Warranty Bond Number & Amount
Encroachment Permit 2022-99	SU1190308 \$300,000	SU1190308M \$25,233

; and

WHEREAS, staff has inspected the improvements listed in the GASB 34 Report and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

WHEREAS, lien releases have been submitted for the improvements being accepted; and

WHEREAS, staff has received a one-year warranty bond that covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop does hereby approve and accept the improvements associated with EP No. 2022-99, located at 18580 Christopher Way, from New Cingular Wireless PCS, LLC dba AT&T.

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

AYES:

NOES:

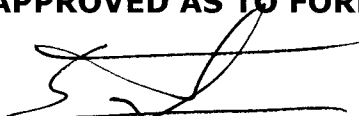
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

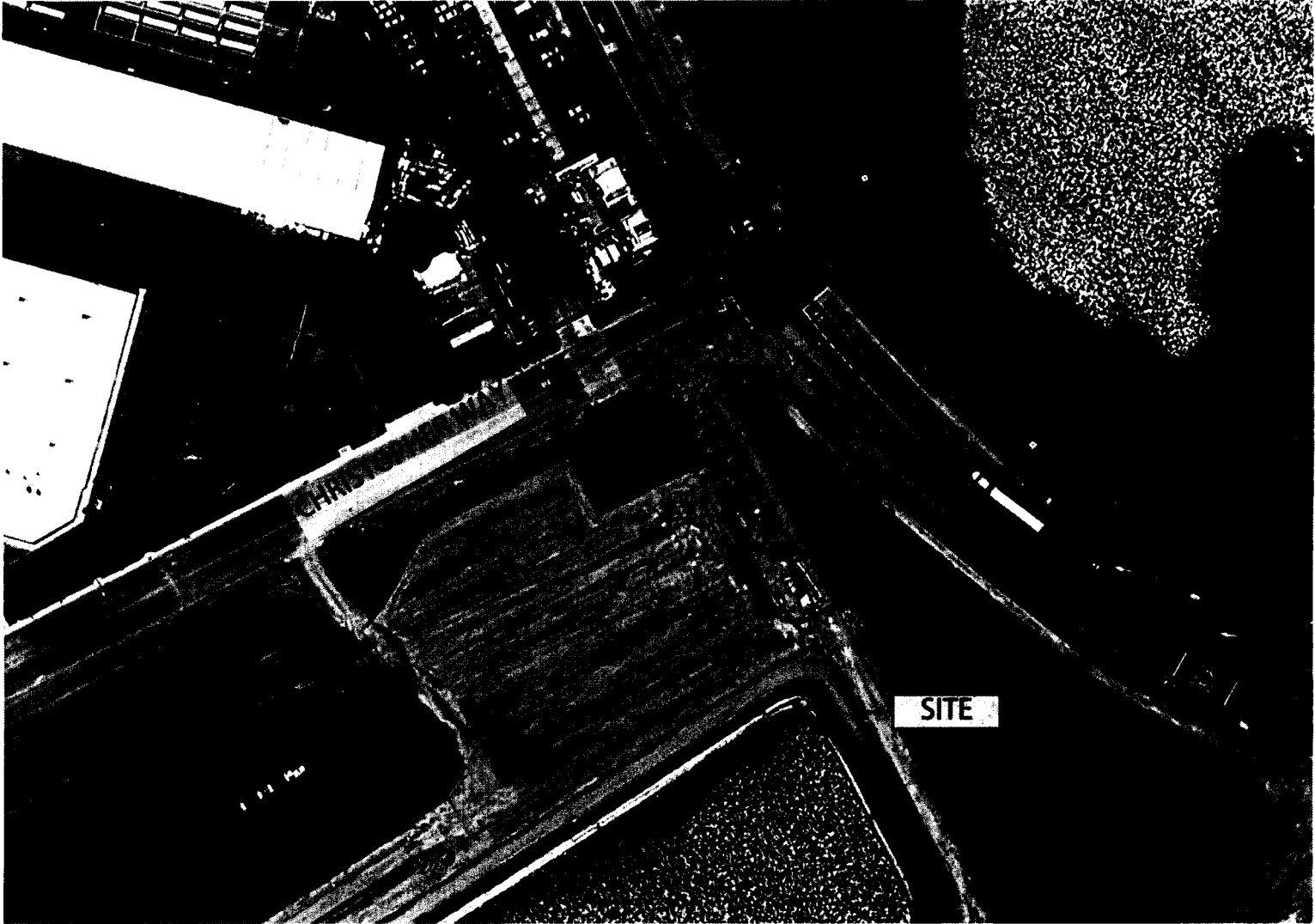
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ATTACHMENT "B" VICINITY MAP



CVL01950 - 18580 CHRISTOPHER WAY
 AT&T TOWER AND CELL SITE INSTALL
 TRITON TOWER, INC.

ATTACHMENT


Item	Quantity	Unit	Description	Unit Price	Amount
A STREET WORK					
1	1 EA		6" COMMERCIAL DRIVE WAY	\$ 54,850.36	\$ 54,850.36
2	40 FT		SIDEWALK REPLACEMENT	\$ 14.45	\$ 578.00
3	60 SQ. FT.		ASPHALT REPLACEMENT ACROSS ROADWAY	\$ 197.00	\$ 11,820.00
4	1 EA		TRAFFIC CONTROL AND BARRICADES	\$ 9,612.77	\$ 7,612.77
TOTAL STREETWORK					\$ 74,861.13
B LANDSCAPING					
1	1 EA		EXCAVATION EQUIPMENT	\$ 60,466.63	\$ 60,466.63
2	50 TON		CLASS 2 BASE ROCK	\$ 67.21	\$ 3,360.50
3	50 TON		BACKFILL SAND	\$ 20.62	\$ 1,031.00
TOTAL LANDSCAPE					\$ 64,858.13
C ELECTRICAL WORK					
1	1 EA		BORE 60' ACROSS ROADWAY FOR CONDUIT INSTALL	\$ 38,421.00	\$ 38,421.00
2	1 EA		PRECAST VAULT	\$ 15,192.97	\$ 15,192.97
3	108 LF		PVC CONDUIT FOR POWER RUN	\$ 5.89	\$ 636.12
TOTAL ELECTRICAL					\$ 54,250.09
D TOWER INSTALLATION					
1	1 EA		EQUIPMENT - CRANE	\$ 12,762.50	\$ 12,762.50
2	1 EA		TOWER MATERIAL	\$ 17,895.00	\$ 17,895.00
3	1 EA		TOWER FOUNDATION	\$ 27,695.00	\$ 27,695.00
TOTAL TOWER INSTALLATION					\$ 58,352.50
TOTAL COSTS					\$ 252,321.85

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**CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: AUTHORIZE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING (REAP 2.0) GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

RECOMMENDATION: Adopt a Resolution Authorizing Application for, and Receipt of, REAP 2.0 Grant Program Funds Through the San Joaquin Council of Governments

SUMMARY:

The State Department of Housing and Community Development (HCD) created the Regional Early Action Planning (REAP) program to help fund regional governments and entities for planning activities that would accelerate housing production. The primary goal of REAP 2.0 funds is to advance and supplement regional housing production while focusing on infill housing, diverse housing options, and maximizing future funding opportunities. The estimated total allocated to the City of Lathrop is \$714,116. Staff identified the East Lathrop Stormwater Master Plan (ELSMP) as a potential candidate to qualify for the REAP 2.0 Grant Funding.

BACKGROUND:

In 2019, the State Department of Housing and Community Development (HCD) created the Regional Early Action Planning (REAP) program to help fund regional governments and entities for planning activities that would accelerate housing production. On August 9, 2021, the City Council adopted a Resolution authorizing staff to submit an application for the Regional Early Action Planning (REAP) 1.0 Grant Program Funds which included a \$59,890 allocation for the Integrated Water Resources Master Plan (IWRMP).

More recently, REAP 2.0 funds have been made available through HCD to the San Joaquin Council of Government (SJCOG) member agencies. The primary goal of REAP 2.0 funds is to advance and supplement regional housing production while focusing on infill housing, diverse housing options, and maximizing future funding opportunities. On December 24, 2022, SJCOG submitted an application to acquire REAP 2.0 funds and received their letter of approval from HCD earlier this year. HCD has made available \$10.6 million for local government planning projects. Of the \$10.6 million, approximately \$6.9 million will be allocated for local programs and projects. The estimated total allocated to the City of Lathrop is \$714,116.

One of the projects that staff has identified that qualifies for the REAP 2.0 Grant Funding is the East Lathrop Stormwater Master Plan (ELSMP).

One of the major constraints that hinders development in East Lathrop is the availability to utilize efficient stormwater management facilities. The ELSMP will provide a framework for the development of stormwater facilities in East Lathrop to allow potential development to occur with this area of Lathrop. Currently, developments are responsible for managing stormwater on-site reducing the availability of land for residential development.

The REAP 2.0 Grant Applications are submitted to and administered by SJCOG. Once allocated, the City will submit an application to SJCOG for the REAP 2.0 Grant Program.

RECOMMENDATION:

Staff recommends that the City Council consider all information provided and submitted, and if determined to be appropriate, adopt a resolution authorizing the City Manager to execute and submit the application for the REAP 2.0 Grant Program Funds and appoint the City Manager, or designee, to execute the REAP 2.0 Grant Application and amendments, if necessary.

FISCAL IMPACT:

There are potential positive fiscal impacts associated with the REAP 2.0 Grant Program as the grant could fund up to \$714,116 in City of Lathrop projects. Staff is requesting the following budget amendments:

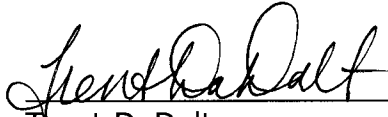
<u>Increase Revenues</u>	
2160-8000-331-0500	\$714,116.00
<u>Increase Transfer Out</u>	
2160-9900-990-9010	\$714,116.00
<u>Increase Transfer In</u>	
1010-9900-393-0000	\$714,116.00
<u>Increase Expenditures</u>	
1010-2010-420-0100	\$714,116.00

ATTACHMENTS:

1. City Council Resolution for the REAP 2.0 Grant Application
2. 2023 Regional Early Action Planning Guidelines & Application Packet

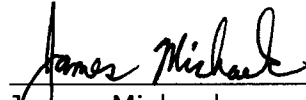
**CITY MANAGERS REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
REAP 2.0 GRANT FUNDING**

APPROVALS:



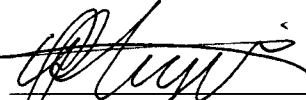
Trent DaDalt
Associate Planner

3/27/2024
Date



James Michaels
Senior Planner

3/27/2024
Date



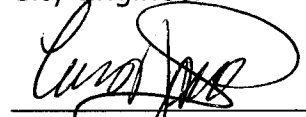
Rick Cagulat
Community Development Director

3/27/24
Date



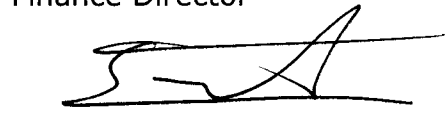
Brad Taylor
City Engineer

3/28/2024
Date



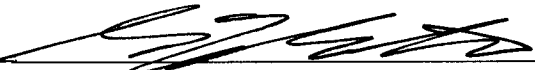
Cari James
Finance Director

3/28/2024
Date



Salvador Navarrete
City Attorney

3-29-2024
Date



Stephen J. Salvatore
City Manager

4-1-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING (REAP 2.0) GRANTS FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES

WHEREAS, pursuant to Health and Safety Code section 50515 et. seq. the California Department of Housing and Community Development (Department) has provided funds for the Local Government Planning Supports Grants Program (hereinafter referred to by the Department as the Regional Early Action Planning Grants program or REAP); and

WHEREAS, SJCOG has been delegated the responsibility for the administration of the grant allocation, establishing necessary procedures; and

WHEREAS, the Department awarded the allocation to SJCOG on behalf of San Joaquin County Member Agencies (City of Escalon, City of Lathrop, City of Lodi, City of Manteca, City of Ripon, City of Stockton, City of Tracy, and County of San Joaquin); and

WHEREAS, SJCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; and

WHEREAS, the City Council of the City of Lathrop desires to submit a REAP 2.0 grant application package ("Application") to SJCOG for approval of grant funding for projects that advance and supplement regional housing production while focusing on infill housing, diverse housing options, and maximizing future funding opportunities.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Lathrop, as follows:

Section 1. The City Manager or designee is hereby authorized and directed to apply for and submit a REAP 2.0 Grant Application package to SJCOG.

Section 2. If the Application is approved by SJCOG, the City Manager or designee of the City of Lathrop ("Applicant") is authorized to submit the Application, enter into, execute, and deliver an SJCOG agreement in the amount of \$714,116, and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 grant, the Applicant's obligations related thereto, and all amendments thereto.

Section 3. The Applicant shall be subject to the terms and conditions as specified in the SJCOG REAP 2.0 Grant Guidelines and the Agreement provided by the SJCOG after approval. The Applicant and any and all accompanying documents are incorporated in full as part of the Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Agreement. Pursuant to the SJCOG REAP 2.0 Grant Guidelines and in conjunction with the terms of the Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

BE IT FURTHER RESOLVED that a budget amendment is required as follows:

<u>Increase Revenues</u>	
2160-8000-331-0500	\$714,116.00
<u>Increase Transfer Out</u>	
2160-9900-990-9010	\$714,116.00
<u>Increase Transfer In</u>	
1010-9900-393-0000	\$714,116.00
<u>Increase Expenditures</u>	
1010-2010-420-0100	\$714,116.00

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

AYES:

NOES:

ABSENT:

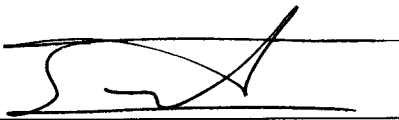
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

REAP 2.0

2023 Regional Early Action Planning (REAP) Guidelines &
Application Packet

Final Approved Month 20xx



Table of Contents

- Overview
- Timeline
- Glossary of key terms
- List of resources
- Background
 - REAP 2.0 Advance Application Award Funding Framework
 - Allocation Formulas for Local Program and Projects
 - Evaluation Criteria for Local Programs and Projects
 - Eligibility
- Application and Submittal Process
 - Checklist
 - Scoring Sheet
 - Attachment C - REAP 2.0 Reporting Form Excel Attachment "REAP - Local Jurisdiction Summary Template"
 - Attachment D - REAP 2.0 Council Resolution
 - Attachment E - Signed Co-Op Agreement

Overview



REAP 2.0

Funding

Program Description & Background

These guidelines detail SJCOG's plan for allocating Regional Early Action Planning (REAP) 2.0 program funds. They specify eligible regional and local planning activities aimed at advancing SJCOG's Regional Housing Priorities, adopted by the policy board in September 2020. The primary goal of REAP 2.0 funds is to expedite and enhance regional housing production, focusing on infill housing, diverse housing options, and maximizing future funding opportunities.

Attachments

- Attachment A - Letter of Support (Optional)
- Attachment B - Project Map
- Attachment C - "REAP - Local Jurisdiction Summary Template"
- Attachment D - REAP 2.0 Signed Council Resolution
- Attachment E - Signed Co-Op Agreement

Scoring Summary

	Possible Maximum Score
REAP 2.0 Objectives	Minimum 40 Points Required
1. Accelerating Infill Development	24
2. Affirmatively Furthering Fair Housing	24
3. Reducing Vehicle Miles Traveled	24
Subtotal:	72
Primary Factors	Minimum 15 Points Required
Subtotal	23
Secondary Factors	Minimum 5 Points Required
Subtotal	5
Total Possible Points	100
Total Minimum Points Required	60

Eligible Projects

A project must meet all the following criteria to be eligible for Funding:

The project must meet all three REAP 2.0 Program Objectives:

- o Accelerate infill development that facilitates housing supply, choice, and affordability.
- o Affirmatively Further Fair Housing
- o Reduce vehicle miles traveled

Eligible Applicants

- Cities in the County of San Joaquin
- County of San Joaquin

Program Manager

Joann Martinez
martinez@sjcog.org

Funding Source

California Department of Housing and Community Development Regional Early Action Planning Grants of 2021 (REAP 2.0) - State General Fund

Expenditure Deadline

All funds must be expended on the project by December 31, 2025

Available Funding

Total funding available: **\$10.6 million**

Program Administration	
5%	\$530,626
Regional Supportive Infrastructure & Clean Mobility Initiatives	
21%	\$2,183,754
Regional Housing Acceleration Fund Set Aside	
9%	\$1,000,000
Formula Funded Local Programs and Projects	
65%	\$6,898,134

Formula Funded Local Programs and Projects

	Population Allocation * 0.5) + RHNA Allocation * 0.5)
Stockton	\$1,938,577
San Joaquin County	\$1,105,464
Tracy	\$1,124,509
Manteca	\$909,297
Lodi	\$506,170
Lathrop	\$714,116
Ripon	\$300,000
Escalon	\$300,000

Example Projects

- Rezoning and updating planning documents and zoning ordinances
- Conducting infrastructure plans and studies
- Affordable housing predevelopment costs and construction
- Capital investments that support future housing development

Timeline:

Activity:	Date:
Final REAP Guidelines Project Application Release	March 2024
Project Applications with Resolutions Due	April 15 2024
Application Review	April 30 2024
Co-Operative Agreement Issuance	May 2024
Final Invoice to SJCOG	September 30, 2025
Expenditure Deadline All funds must be expended on the project by:	December 31, 2025
Technical Assistance	(ongoing through December 2025)

Page Break

Glossary of Key Terms

Accelerating Infill Housing Production or Accelerating Infill Development, Including **Housing** means planning, infrastructure, and other investment and actions that improve the affordability, timing, cost, feasibility, approval, and amount of Housing development.

Affirmatively Furthering Fair Housing (AFFH), under Government Code section 8899.50, means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws.

Affordable housing means housing that does not cost more than 30 percent of the gross income of Lower- and Moderate-income Households.

Alternative Planning Strategy refers to the document, if any, prepared by a metropolitan planning organization pursuant to paragraph (1) of subdivision (b) of Section 65080 of the Government Code.

Areas of High Segregation and Poverty means areas that meet consistent standards for both poverty (30 percent of the population below the federal poverty line) and racial segregation (overrepresentation of people of color relative to the county).

California Department of Housing and Community Development (HCD) is the State agency administering the Regional Early Action Planning Grant of 2021 (REAP 2.0).

Capital project is a type of project that will eventually result in the construction of public improvements. Project phases can include environmental, design (conceptual, preliminary, or final), right-of-way, and construction.

Disadvantaged and Historically Underserved Communities includes concentrated areas of poverty; Areas of High Segregation and Poverty and areas of low to moderate access to opportunity (TCAC/HCD Opportunity Area Maps); Communities of Concern, Disadvantaged Communities (SB 535 Disadvantaged Communities Map), and Low Income Communities pursuant to Senate Bill 535 (De León, Chapter 830, Statutes of 2012) and Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016); areas of high Housing cost burdens; areas with high vulnerability of displacement; areas related to Tribal Entities; and other areas experiencing disproportionate impacts of California's Housing and climate crisis. Applicants may propose alternative definitions to Disadvantaged and Historically Underserved Communities in consultation with the Department and the State Collaborative Partners.

Grant term is when expenses for project-related activities can be incurred to be eligible for reimbursement and begins when the Notice to Proceed is issued and extends until the grant termination date.

Grantee is an organization that has been awarded funding through the REAP 2.0 Program and has entered into a grant agreement with SJCOG.

HCD ProHousing Designation Program is a program developed by HCD. It provides incentives to cities and counties in the form of additional points or other preferences in scoring competitive housing, community development, and infrastructure programs.

Higher Resource Communities or Areas means those areas designated as “highest resource” and “high resource” as defined by the most recent TCAC/HCD Opportunity Area Maps.

Housing Trust Fund means a Local or Regional Housing Trust Fund that is required to be a public, joint public and private, or charitable nonprofit organization organized under Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific public, or public and private, revenue to address local or regional Housing needs.

Infill means, for REAP 2.0, areas where all the following apply: (1) the area consists of unused and underutilized lands, (2) within existing development patterns that include a diversity of land uses, and (3) that is accessible to destinations and daily services by transit, walking, or bicycling and located in either:

- a) An urban center, urban corridor, or area with transit-supportive densities, or
- b) An established community that meets all the following criteria:
 - i. The area consists of or previously consisted of qualified urban uses
 - ii. The area is predominantly surrounded (approximately 75 percent of the perimeter) by parcels developed or previously developed with qualified urban uses. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included, and
 - iii. No parcel within or adjoining the area is classified as agricultural or natural and working lands.

Projects located within a Mobility Hub, Transit Priority Area, or Low VMT Area meet the definition of Infill.

Low VMT Areas generally refer to areas requiring less driving and providing better access to daily destinations such as jobs and services. Under HAP, low VMT areas are Traffic Analysis Zones with 2035 residential per capita VMT below the regional mean, as identified through Senate Bill (SB) 743 technical guidelines and “Potential Areas for Transit Priority Projects” as defined under SB 375.

Major transit stop is a site containing an existing rail or bus rapid transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Match percentage is calculated by dividing the total match amount by the sum of the matching funds and the grant award.

Matching funds is the funding other than the grant award that contributes to the total project cost. It is often represented as a percentage of the total project cost.

Mobility Hubs are communities with a high concentration of people, destinations, and travel choices. They provide an integrated suite of mobility services, safe roads, and supporting amenities and technology to help people reach high-frequency transit or make short trips around a community. Mobility Hubs can span one, two, or a few miles, and each hub is uniquely designed to fulfill a variety of travel needs while strengthening the sense of place.

Multimodal Communities are those which are served by a variety of travel options that accommodate a variety of transportation modes for the public to access daily destinations. Multimodal options can include but are not limited to, complete street improvements for active transportation, improving access to transit, and creating high-quality transit stops.

Planning project is a type of project that includes plans and processes that accelerate housing production but will not directly result in the construction of a public improvement project. Examples include technical assistance in improving housing permitting processes, tracking systems, and planning tools; performing feasibility studies to determine the most efficient

locations to site housing; and temporary staffing or consultant needs associated with these activities.

Qualitative or subjective evaluation criteria are those criteria in which discretion is needed to provide a score. Often qualitative criteria seek to evaluate how well an applicant responded to an application question or how well the proposed project will achieve a stated goal.

Quantitative or objective criteria are those criteria that a formula or conditional statement is used to provide a score. Often quantitative criteria seek to evaluate a project-related data point or metric against a range or scale and assign a point value based on where the data point or metric falls within the range or scale. Other quantitative criteria assign a point value based on responses to a conditional statement, such as a yes/no question or the presence or absence of a condition.

Regional Early Action Planning 2021 (REAP 2.0) is a grant program that provides one-time grant funding to regional governments and entities for planning activities and capital projects that will accelerate housing production and progress toward our state climate commitments.

REAP 2.0 Program Goal is to invest in housing, planning, and Infill housing-supportive infrastructure across the entire state in a manner that reduces VMT, increases housing affordability, and advances equity, consistent with all of the following:

- Advancing the State Planning Priorities
- Affirmatively Furthering Fair Housing; •
- Facilitating housing element compliance and progress for the sixth cycle Regional Housing Needs Assessment
- Advancing and implementing the region's SCS to achieve climate goals.

REAP 2.0 Program Objectives are the objectives that a project must meet in order to be eligible for HAP. They are:

- Accelerating infill development that facilitates housing supply, choice, and affordability.
- Affirmatively Furthering Fair Housing
- Reducing vehicle miles traveled Regional Housing Needs Assessment (RHNA) is codified in state law at Government Code Section 65580, et seq.

It quantifies the need for housing and informs land use planning in addressing identified existing and future housing needs resulting from population, employment, and household growth. SJCOG is responsible for overseeing the RHNA process for the San Joaquin region and is currently overseeing the 6th cycle RHNA, which covers the planning period from 2021-2029

Total Project Cost is calculated as the sum of the grant award and the matching funds.

Traffic Analysis Zone (TAZ) is a geographic unit used for transportation modeling. A TAZ is smaller than a census tract. Transformative and innovative activities under REAP 2.0 means housing, planning, infrastructure investments supporting infill development, and other actions that enable a local jurisdiction to meet its housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership.

Transformative and innovative activities are meant to address these goals together and to lead to changes in land use patterns and behaviors.

Transit Priority Areas (TPAs) are areas within a half-mile of a major transit stop that are existing or planned. Under SB 743, local jurisdictions can potentially use streamlined environmental review for projects within TPAs.

Vehicle Miles Traveled (VMT) is the total number of miles traveled on all roadways by all vehicles.

VMT per capita means the number of Vehicle Miles Traveled per person. It is calculated by dividing the total annual miles of vehicle travel by the total population in a state or an urbanized area.

List of Resources

Resource/Links	What to do?
HCD AFFH Data and Mapping	<p>Applicants can use this interactive resource from HCD to fulfill a state obligation to proactively combat discrimination and increase access to safe, affordable homes near jobs, schools, healthcare, and parks for all Californians, especially those who face barriers because of their race, sex, income, and other characteristics. In this tool, users can explore data relating to Fair Housing Enforcement, Segregation and Integration, Disparities in Access to Opportunity, Disproportionate Housing Needs, Racially/Ethnically Concentrated Areas of Poverty, and more.</p>
HCD Housing Planning Hub	<p>Provides resources for accelerating housing production.</p>
TCAC/HCD 2023 Opportunity Map	<p>The TCAC/HCD Opportunity Map identifies areas whose characteristics have been shown by research to be most strongly associated with positive economic, educational, and health outcomes for low-income families – particularly long-term outcomes for children – when compared to other neighborhoods in the same region. The map also identifies areas in California that are both high poverty and racially segregated. Use the tool to identify the opportunity category that applies to the project and to respond to questions based on the type of opportunity category that applies to the project.</p>
SJCOG 6th Cycle Regional Housing Needs Assessment	<p>Review RHNA resources. RHNA is mandated by state law, quantifies the need for housing, and informs land use planning in addressing identified existing and future housing needs resulting from population, employment, and household growth.</p>
California Climate Change Scoping Plan.	<p>Explains how the proposed use promotes development and housing production in infill locations consistent with the state’s climate targets and goals discussed in the</p>

Explains how the project is consistent with SJ COG’s land use strategies and what performance indicators best align with your project and how.

Background

In 2019, HCD established the REAP program to provide one-time grant funding to regional governments and entities for planning activities to accelerate housing production. REAP 2.0 builds on the success of 2019’s REAP program but expands the focus by integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure that supports future housing development. REAP 2.0 activities must meet multiple state objectives by prioritizing infill development, providing housing for people of all incomes, placing housing in locations with good transportation options to reduce the need to drive, affirmatively furthering fair housing, and accelerating the implementation of existing regional and local plans to achieve these goals.

REAP 2.0 Advance Application Award Funding Framework

In December 2022, the SJCOG board approved the REAP 2.0 funding framework that was proposed by SJCOG staff after staff considered input from committees, stakeholders, and the board. The following table shows the approved funding framework:

Program Administration	
5%	\$530,626
Regional Supportive Infrastructure & Clean Mobility Initiatives	
21%	\$2,183,754
Regional Housing Acceleration Fund Set Aside	
9%	\$1,000,000
Formula Funded Local Programs and Projects	
65%	\$6,898,134

Of the total grant award of \$10.6 million, almost \$6.9 million (or 65 percent) will be reserved for formula funded local programs and projects. SJCOG submitted a REAP 2.0 grant application to HCD on December 24, 2022. SJCOG is currently working with HCD on clarifications and requested additional information prior to receiving final HCD approval of the full program of projects.

Allocation Formulas for Local Program and Projects

Utilizing a combination of both the population and RHNA formula options, each weighted at 50 percent, to determine REAP 2.0 allocations for local jurisdictions. This approach was proposed to strike a balance. The RHNA inclusion in the formula benefited jurisdictions with higher RHNA housing obligations for affordable housing, enabling them to receive more REAP 2.0 funds to expedite affordable housing construction. Simultaneously, the population factor remained a crucial component, allowing jurisdictions like Stockton and San Joaquin County, which had significant numbers of lower-income households, to receive higher allocations than if solely relying on the RHNA formula. Together, Stockton and San Joaquin County accounted for 69.7 percent of the lower-income households in the region.

This recommended allocation formula ensured fairness for jurisdictions with varying RHNA obligations and those already having a substantial number of affordable housing units. Furthermore, this formula aligned with the objectives of the REAP 2.0 program, which sought to accelerate affordable housing production, especially in high-resource areas (affirmatively furthering fair housing) and revitalize disadvantaged and historically underserved communities.

When the allocation formula was applied to the \$6.9 million allocated for local programs and projects, ensuring a \$300,000 minimum, the allocation for each jurisdiction was as follows:

	Population Allocation * 0.5) + RHNA Allocation * 0.5)
Stockton	\$1,938,577
San Joaquin County	\$1,105,464
Tracy	\$1,124,509
Manteca	\$909,297
Lodi	\$506,170
Lathrop	\$714,116
Ripon	\$300,000
Escalon	\$300,000

In comparison to the population formula option that was used for the allocation of REAP 1.0 funds, Lodi, San Joaquin County and Stockton would receive less funds but more than what they would receive using the RHNA formula option. Lathrop, Manteca, and Tracy would receive more funds with the staff-recommended option than the population formula option. Lathrop will gain the most due to its very high RHNA obligation in relation to its population.

Evaluation Criteria for Local Programs and Projects

SJCOG staff has prepared evaluation criteria to determine whether a project or program proposed by a local jurisdiction qualifies to receive REAP 2.0 funds. The criteria are divided into three sections. The most important evaluation section covers the REAP 2.0 objectives. A project must meet each of the three objectives. Other sections include the primary factors which are from the REAP 2.0 guidelines and the secondary factors that demonstrate the thoroughness of the application and the deliverability of the project. A minimum of 60 points is required for a project to receive REAP 2.0 funds. The maximum possible number of points is 100.

Eligibility

This is a flexible program. Funds can be utilized for planning efforts, or for implementing existing plans, as they relate to housing and infrastructure to support new housing.

All REAP 2.0 applications must satisfy both housing and VMT reduction goals while emphasizing the nexus between housing and climate change in ways that advance equity and improve underlying social and health vulnerabilities that may have contributed to more severe public health outcomes of the pandemic.

Statute does specify the following broad categories of eligible uses, though the program does allow some flexibility, and proposed uses must demonstrate a nexus to all program objectives:

- Accelerating infill housing development

- Realizing multimodal communities
- Shifting travel behavior by reducing driving
- Increasing transit ridership

See [REAP 2.0 Final Guidelines](#) for more information

San Joaquin Council of Governments

555 E WEBER AVENUE STOCKTON, CA 95202-2804

PHONE: 209-235-0600; FAX: 209-235-0438

CONTACT: JOANN MARTINEZ 209-325-0582 MARTINEZ@SJCOG.ORG



APPLICANT INFORMATION:

SUBCONSULTANT INFORMATION:

Agency Name:

Organization Name:

Agency Type:

- City
- County

Organization Type:

- CBO
- Nonprofit Developer
- For Profit Developer
- Other:

Mailing Address:

Mailing Address:

Authorized Representative Name & Title:

Authorized Representative Name & Title:

Authorized Representative Email Address:

Authorized Representative Email Address:

If your agency is submitting multiple projects, please list them below.

Number of projects submitted:

PROJECT INFORMATION:

Project Title:

Amount of REAP 2.0 funds requested for project:

[Redacted area]

Yes No

[Redacted area]

PROJECT SCHEDULE AND BUDGET:

Please provide a description of the proposed project.

Text

Project Schedule And Budget

Project Location: Please describe the project's general location(s) and include an attached project map.	Text			
Project Tasks: Please describe and outline tasks	Budget	Start Date	End Date	Tasks & Deliverables
Total	\$\$\$			

PROJECT ALIGNMENT WITH REAP 2.0 OBJECTIVES, PRIMARY, & SECONDARY FACTORS CHECKLIST:

Please fill out the tables below to demonstrate how the proposed project adheres to all REAP 2.0 criteria. Please answer questions with concise sentences. 1-2 sentence answers are preferred but not required.

Objective 1: Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability (6 Points for Each "Yes" Answer, Maximum 24 Points)

Does the project accelerate infill development near jobs and other key destinations to support increasing housing choices and affordability that effectively reduce VMT and greenhouse gas emissions?

Text

Is the project at an infill site and does it have affordability components that serve lower and moderate-income households? (Note: Use definition for infill in REAP 2.0 Guidelines).

Text

Is the project for affordable housing development programs that accelerate the supply of long-term affordable housing for lower and moderate-income households? This may involve predevelopment costs (e.g. studies, land acquisition, entitlements), large expenditures and capital investments. Affordable housing developments can include mixed-uses (e.g. a minimum of 65 percent total floor area).

Text

(Optional) Is the project located in a federally recognized Opportunity Zone as defined by the U.S. Department of Transportation?

Yes No

Objective 2: Affirmatively Furthering Fair Housing (AFFH) (8 Points for Each "Yes" Answer, Maximum 24 Points)

Does the project accelerate the supply of long-term affordable housing for lower and moderate-income households in a high or highest resource area as identified in the CTCAC/HCD Opportunity Areas Maps? This may include but are not limited to: enhancing housing mobility strategies that remove barriers to housing, housing- supportive infrastructure, and transportation in areas of opportunity.

Text

Does the project focus on conserving and improving assets in a SB 535 disadvantaged community such as: targeting investments in neighborhood revitalization, preserving or rehabilitating existing affordable housing, improving infrastructure, schools, employment, parks, transportation and other community amenities? If there is no SB 535 disadvantaged community within a jurisdiction, then the project focus should be conserving and improving assets in an area (U.S. Census block group) where the median household income is at least 20 percent below the jurisdiction median household income.

Text

Does the project target funding to benefit a SB 535 disadvantaged community or if there is no SB 535 disadvantaged community within the jurisdiction, does the project target funding to an area (U.S. Census block group) where the median household income is at least 20 percent below the jurisdiction median household income.

Text

Does the project protect existing residents from displacement and preserve housing choices and affordability in areas of lower or moderate resource areas as identified in the CTCAC/HCD Opportunity Area Maps or in SB 535 disadvantaged communities (or if there is no SB 535 disadvantaged community, located in a block group where median household income is at least 20 percent below the jurisdiction median household income)

Text

Objective 3: Reducing Vehicle Miles Traveled (24 Points for Each "Yes" Answer, Maximum 24 Points)

If the project involves land use planning, policies and investment strategies, does it encourage infill development by facilitating housing supply, choice, and affordability and is serviced by existing and planned expansions of a multimodal transportation system?

Text

If the project involves transportation planning, does it increase travel options to homes, jobs, services, and other key destinations that provide, support, or enhance multimodal communities and reduce the number or length of vehicle trips?

Text

(Optional) Explain how the project is consistent with SJ COG's 2022 RTP/SCS land use strategies and what performance indicators best align with your project and how.

Text

*Project Alignment with REAP 2.0 Primary Factors: Explain how your proposed project complies with the **six** factors below as applicable*

Factor 1: Supporting Compliance with your Jurisdiction's Housing Element for the 6th Cycle Regional Housing Needs Assessment (2 points)

Text

Factor 2: Transformative Planning and Implementation Activities Does the project provide for housing, planning, or infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing multimodal communities, shifting travel behavior through reducing driving, and increasing transit ridership? (5 points)

Text

Factor 3: Public Outreach

1. Did the proposed project arise from or go through a public process to solicit community input?
 2. If this is a planning project, does the scope of work include a public process?
- (4 points)

Text

Factor 4: Benefit to Disadvantaged Populations; Does the project target funding to a SB 535 disadvantaged community or target funding to housing projects that are affordable to lower or medium income households? (6 points)

Text

Factor 5: Significant Beneficial Impacts; Does the project lead to substantial changes in land use patterns and travel behaviors, demonstrated by:

- A rate of change compared to the baseline; or
- The magnitude of impact relative to variables or targets; or
- The proportion of need achieved; or
- The impact relative to past trends, policies, and practices?

Note: For more information, see Section 203(A)(2) in the Regional Early Action Planning Grants of 2021 (REAP 2.0) Guidelines.

(4 points)

Text

Factor 6: California Planning Priorities

- Explain how the project supports promotion of infill development and equity by rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and preserves cultural and historic resources.
- Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state’s most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.
- Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following:
 - Uses land efficiently; and
 - Is built adjacent to existing developed areas; and
 - Is located in an area appropriately planned for growth; and
 - Is in a location served by adequate transportation and other essential utilities and services; and
 - Minimizes ongoing costs to taxpayers.

(1 point each, maximum 3 points)

Text

*Project Alignment with REAP 2.0 Secondary Factors: Explain how your proposed project complies with the **two** factors below as applicable*

Factor 1: Project Scope of Work and Budget; A scope of work, schedule and budget must be included as part of the grant application. Are these included in this application? (2 points)

Yes No

Factor 2: Project Risk Assessment:

- Has the applicant thoroughly considered risks associated with delivering the project consistent with the scope of work and budget?
- Has the applicant demonstrated realistic means for mitigating risk associated with delivering the project?

(1 Point Each, Maximum 2 Points)

Text

RESOLUTION OF SUPPORT FROM SJCOG POLICY BOARD SIGNATURE FOR

**Authorized
Representative Name:** HR Manager

Signature:



Date: 5/7/XX

Page Break

Scoring Methodology

Please fill out your score on the "self-score" column

Scoring Summary

	Possible Maximum Score	Self-Score
REAP 2.0 Objectives (Minimum 40 Points Required – must earn points for each objective)		
Accelerating Infill Development	24	
Accelerate infill development near jobs and key destinations to increase housing choice and affordability	8	
Located on infill site and have affordability component	8	
Accelerate the supply of long-term affordable housing for lower- and moderate-income households	8	
Affirmatively Furthering Fair Housing	24	
Accelerate the supply of affordable housing in high or highest resource area	6	
Conserve and improve assets in SB 535 disadvantaged community	6	
Target funding to benefit an SB 535 disadvantaged community	6	
Project protects existing residents from displacement and preserve housing choices and affordability in areas of lower or moderate resource areas	6	
Reducing Vehicle Miles Traveled	24	
Planning project or program - encourages infill development by facilitating housing supply, choice, and affordability and is serviced by existing and planned expansions of a multimodal transportation system	12	
Transportation planning - increases travel options to destinations that provide, support, or enhance multimodal communities and reduce the number or length of vehicle trips.	12	
Primary Factors (Minimum 15 Points Required)		
Housing Element Compliance	2	
Transformative Planning and Implementation Activities	5	
Public Outreach	4	
Benefit to Disadvantaged Populations	6	
Significant Beneficial Impacts	4	
California Planning Priorities	2	
Secondary Factors (Minimum 5 Points Required)		
Scope of Work and Budget	3	
Project Risk Assessment	2	
Total Possible Points	100	
Total Minimum Points Required		

Attachment C: REAP 2.0 Reporting Form Excel "REAP - Local Jurisdiction Summary Template"

Attachment D - REAP 2.0 Signed Council Resolution

Resolution
(Name of Metropolitan Planning Organization)

APPROVING THE PARTICIPATION AND ALLOCATION OF FUNDING FOR THE REGIONAL EARLY ACTION PLANNING GRANT (REAP) FUNDS AWARDED TO SAN JOAQUIN COUNCIL OF GOVERNMENTS ON BEHALF OF THE SAN JOAQUIN COUNTY MEMBER AGENCIES.

WHEREAS, the Housing and Community Department (HCD) have provided funds for the program shown above; and

WHEREAS, the provided funds by HCD have been made available through the San Joaquin COG on behalf of HCD; and

WHEREAS, the San Joaquin COG signed a Standard Agreement to facilitate the regional sub-allocations (Exhibit A); and

WHEREAS, SJCOG has been delegated the responsibility for the administration of the grant allocation, establishing necessary procedures; and

WHEREAS, the Housing and Community Development Department (HCD) awarded the allocation to SJCOG on behalf of San Joaquin County Member Agencies (City of Escalon, City of Lathrop, City of Lodi, City of Manteca, City of Ripon, City of Stockton, City of Tracy, and County of San Joaquin); and

WHEREAS, SJCOG and participating member agencies, will conduct planning and implementation activities that will accelerate housing production and housing-related initiatives; and

NOW, THEREFORE, BE IT RESOLVED THAT THE (INSERT LOCAL AGENCY):

1. Conducts activities consistent with the grant requirements; and
2. Commits to providing documentation of work completed and other deliverables consistent with the grant requirements, and;
3. Total invoicing shall not exceed the allotted share as stipulated in Table 1 of SJCOG REAP Grant Guidelines.

Approved and adopted the ___ of _____, 2024. I, the undersigned hereby certify that the foregoing Resolution was duly adopted by the (Name of the Local Agency)

Following Roll Call Vote:

{Name of CITY MANAGER}

Signature

Clerk/Secretary for the Governing Board

Ayes: _____ Nos: _____ Absent: _____

Attachment E – Signed Co-Operative Agreement

REGIONAL EARLY ACTION PLANNING (“REAP”) FUNDS COOPERATIVE AGREEMENT (C-24-xxx) FOR THE (LOCAL JURISDICTION)

This COOPERATIVE AGREEMENT (hereinafter “Agreement”), effective as of Month Day, 2024 is made and entered into by and between SAN JOAQUIN COUNCIL OF GOVERNMENTS a Joint Powers Authority established under California Government Code section 6500 et seq. (hereinafter “SJCOG”) and, (LOCAL JURISDICTION) (hereinafter “Sponsor”);

RECITALS

WHEREAS, the California Department of Housing and Community Development (HCD) has provided funds for the Regional Early Action Planning Program; and

WHEREAS, the provided funds by HCD have been made available through San Joaquin Council of Governments (SJCOG); and

WHEREAS, SJCOG has been delegated the responsibility for administration of the grant allocation, establishing necessary procedures; and

WHEREAS, HCD awarded the allocation to SJCOG on behalf of the region and San Joaquin County Member Agencies (City of Escalon, City of Lathrop, City of Lodi, City of Manteca, City of Ripon, City of Stockton, City of Tracy, and County of San Joaquin); and

WHEREAS, SJCOG and participating member agencies, will conduct planning activities that will accelerate housing production and housing-related initiatives.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

This Agreement is fully comprised of these terms and the attached exhibits which are incorporated by herein by reference. The exhibits attached to this Agreement are:

- Exhibit A- Scope of Work
- Exhibit B- Signed Resolution
- Exhibit C- Final REAP Guidelines

AGREEMENT

- 1.1 Project Description. The project description, scope of work, delivery schedule, and the anticipated timing for release of REAP funds are specified in Exhibit “A” and incorporated herein by this reference.
- 1.2 Change In Project Scope. A change in the project scope as described by Exhibit “A” may not be implemented until it has been approved by SJCOG.
- 1.3 Eligible Reimbursement Costs. Eligible reimbursement costs shall be those costs as defined by the statutes, rules and regulations of the State of California Housing and Community Development Department.

- 1.4 Use of Funds. Sponsor shall use REAP funds consistent with the Project Scope of Work, as described in Exhibit "A" or approved by SJCOG pursuant to Section 1.2.
- 1.5 Timely Use of Funds. REAP funds are one-time housing planning funds with an expenditure deadline of December 31, 2025. SJCOG staff will monitor expenditures on an annual basis to minimize the risk of losing funds that are intended to benefit the region. If expenditures are behind schedule, SJCOG staff may reach out to Sponsor to determine a schedule to expend funds or whether it may be appropriate to reprogram funds. To meet the state expenditure deadline and submit required reporting and invoicing, all REAP funds shall be expended by August 31, 2025.
- 1.6 Completion of Project. Sponsor shall be responsible for the timely completion of the Project and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. The Cooperative agreement end date is December 31, 2025.
- 1.7 Invoices and Progress Reports. Sponsor shall submit an invoice and progress report on a quarterly basis for eligible expenses incurred for activities conducted over the cooperative agreement period.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

(LOCAL JURISDICTION)

SAN JOAQUIN COUNCIL OF GOVERNMENTS

BY: _____

NAME:
DATE:

ATTEST
BY: _____

NAME:
DATE:

APPROVED AS TO FORM
BY: _____

NAME:
DATE:

BY: _____

NAME: DIANE NGUYEN, EXECUTIVE DIRECTOR
DATE:

ATTEST
BY: _____

NAME: STEVE DIAL, Deputy Executive Director/CFO
DATE:

ITEM 4.14

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

ITEM: AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR THE CONSTRUCTION OF PAVEMENT REHABILITATION, CIP PS 24-29 AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Award a Construction Contract to DSS Company dba Knife River Construction for Construction of CIP PS 24-29 Pavement Rehabilitation and Approve Budget Amendment

SUMMARY:

On February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 24-29 Pavement Rehabilitation (Project) to correct existing road deficiencies in the Woodfield community area. The Project will repair the deteriorated pavement on Cherry Hills Drive, Cherry Hills Court, Kilarney Drive, and Kilarney Court. The scope of work consists of a full-reconstruction pavement treatment that will use the existing pavement section material as the base for the new roadway-wearing surface.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on February 13, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened nine (9) bids on February 29, 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 DSS Company dba Knife River Construction (Knife River) with a bid of \$ 582,982.

Staff requests City Council award a construction contract to Knife River for construction of the Project in the amount of \$582,982 and authorize a 10% construction contingency of \$58,298 for a total cost not to exceed \$641,280.

CIP PS 24-29 currently has a balance of \$96,280 therefore staff is also requesting Council approve budget amendment transferring \$545,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the construction contract and a 10% contingency.

BACKGROUND:

Staff identified the need to repair the pavement within the Woodfield community area. On July 2023, CIP PS 22-29 Road Maintenance and Rehabilitation Project completed the reconstruction of Prairie Dunes Drive. To continue the repair and rehabilitation of this residential area, staff created CIP PS 24-29 for Pavement Rehabilitation on Cherry Hills Drive, Cherry Hills Court, Kilarney Drive, and Kilarney Court.

APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF CIP PS 24-29 PAVEMENT REHABILITATION AND APPROVE BUDGET AMENDMENT

The Project will implement a full-reconstruction pavement treatment to rehabilitate the project locations using the existing pavement section material as the base for the new roadway-wearing surface. This treatment produces a cost-effective solution to repair alligator, transverse, longitudinal, and reflection pavement cracking.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on February 13, 2024, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Nine (9) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
DSS Company dba Knife River Construction	\$ 582,982
McGuire & Hester	\$ 594,490
George Reed, Inc.	\$ 621,876
Consolidated Engineering, Inc.	\$ 649,307
Tom Mayo Construction, Inc.	\$ 675,012
United Pavement Maintenance, Inc.	\$ 740,060
All-American Construction, Inc.	\$ 794,990
B&M Builders, Inc.	\$ 846,140
Central Valley Engineering & Asphalt, Inc.	\$ 980,189.50

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Knife River. Staff requests City Council adopt a resolution awarding a construction contract to Contractor for \$ 582,982.

Staff also requests City Council authorize a 10% construction contingency of \$58,298 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$641,280.

REASON FOR RECOMMENDATION:

Construction of CIP PS 24-29 Pavement Rehabilitation is needed to correct existing roadway pavement deficiencies and increase motorists’ safety within the Woodfield community area.

FISCAL IMPACT:

Sufficient funds were not allocated in the approved FY 23-24 budget, thus staff is also requesting the approval of a budget amendment transferring \$545,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF CIP PS 24-29 PAVEMENT REHABILITATION AND APPROVE BUDGET AMENDMENT

Decrease Street Repair Reserves

1010-251-03-00 \$545,000

Increase Transfer Out

1010-9900-990-9010 \$545,000

Increase Transfer In

3310-9900-393-0000 PS 24-29 \$545,000

Increase Appropriation


3310-8000-420-1200 PS 24-29 \$545,000

ATTACHMENTS:

- A. Resolution to Award a Construction Contract to DSS Company dba Knife River Construction for Construction of CIP PS 24-29 Pavement Rehabilitation, and Approve Budget Amendment
- B. Construction Contract with DSS Company dba Knife River Construction for Construction of CIP PS 24-29 Pavement Rehabilitation

CITY MANAGER'S REPORT
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO KNIFE RIVER FOR CONSTRUCTION OF
CIP PS 24-29 PAVEMENT REHABILITATION AND APPROVE BUDGET
AMENDMENT

APPROVALS:



Angel Abarca
Assistant Engineer

03-25-2024
Date



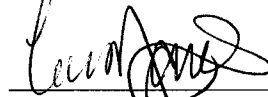
Ken Reed
Senior Construction Manager

3-25-2024
Date



Brad Taylor
City Engineer

3/26/2024
Date



Cari James
Director of Finance

3/26/2024
Date




Michael King
Assistant City Manager

3-26-2024
Date



Salvador Navarrete
City Attorney

3-26-2024
Date



Stephen J. Salvatore
City Manager

3-18-24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR CONSTRUCTION OF PAVEMENT REHABILITATION, CIP PS 24-29 AND APPROVE BUDGET AMENDMENT

WHEREAS, on February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 24-29 Pavement Rehabilitation (Project) to correct existing road deficiencies in the Woodfield community area; and

WHEREAS, the Project will repair the deteriorated pavement on Cherry Hills Drive, Cherry Hills Court, Kilarney Drive, and Kilarney Court; and

WHEREAS, the scope of work consists of a full-reconstruction pavement treatment that will use the existing pavement section material as the base for the new roadway-wearing surface; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on February 13, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, nine (9) bids were received and opened on February 29, 2024; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be DSS Company dba Knife River Construction (Knife River) with a bid of \$ 582,982; and

WHEREAS, staff is requesting City Council award a construction contract to Knife River for the construction of CIP PS 24-29 in the amount of \$ 582,982 and authorize a 10% construction contingency of \$58,298 for a total cost not to exceed \$641,280; and

WHEREAS, CIP PS 24-29 currently has a balance of \$96,280, staff is also requesting Council approve budget amendment transferring \$545,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

Decrease Street Reserves

1010-251-03-00 \$545,000

Increase Transfer Out

1010-9900-990-9010 \$545,000

<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-29	\$545,000

<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 24-29	\$545,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Knife River for construction of CIP PS 24-29 Pavement Rehabilitation for a cost of \$582,982; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 10% construction contingency of \$58,298 for a total cost not to exceed \$641,280 for construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$545,000 from the General Fund Street Repair Reserves (1010) to the CIP Project (3310) as detailed above.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **April 8th 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction** (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 **Pavement Rehabilitation, CIP PS 24-29** (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 scope of work includes, but is not limited to, installation of exclusive left turn lanes on all approaches and new signal equipment with controls. The improved intersection will provide a dedicated through lane, a combined through/right lane and a dedicated left-turn lane on Louise Avenue north and south bounds. On McKinley Avenue, the improved intersection will provide a combined through/right lane and a dedicated left-turn lane on each approach. Widening and required transitions will extend from the intersection limit lines along both frontages. The improved roadway sections will be restriped to delineate the reconfigured lanes, shoulders, crosswalks and directional arrows.

The work shall be **completed within 60 working days** following issuance of Notice to Proceed.

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

Base Bid Total: \$582,982

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 Knife River on February 29, 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.

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

RECORD OF WAGES PAID: INSPECTION

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

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, 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

PAVEMENT REHABILITATION
CIP PS 24-29

BID PROPOSAL FORMS

PAVEMENT REHABILITATION, CIP PS 24-29

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	43,100 ⁻	43,100 ⁻
2	Traffic Control	1	LS	16,290 ⁻	16,290 ⁻
3	Lower and Raise Manhole Covers	8	EA	1750 ⁻	14,000 ⁻
4	Lower and Raise Valve Covers	8	EA	1700 ⁻	13,600 ⁻
5	Lower and Raise Monument Covers	2	EA	1700 ⁻	3,400 ⁻
6	Grind and Stockpile 2" AC Pavement	370	CY	63 ⁻	23,310 ⁻
7	Excavate Road Bed (11" Depth)	2,030	CY	50 ⁻	101,500 ⁻
8	Remove and Replace PCC ADA Curb Ramps	8	EA	9520 ⁻	76,160 ⁻
9	Place Aggregate Base	2,908	TONS	47 ⁻	136,676 ⁻
10	Place HMA @ 4" Depth / 2 Lifts	1,500	TONS	101.60	152,400 ⁻
11	Thermoplastic Striping - Caltrans Standard Detail 22	200	LF	4.30	860 ⁻
12	Thermoplastic Striping - 12" White Stop Bar	80	LF	6.50	520 ⁻
13	Thermoplastic Markings (STOP)	4	EA	265 ⁻	1060 ⁻
14	Install Blue RPM @ Fire Hydrant	4	EA	26.50	106 ⁻

TOTAL BASE BID: 582,982⁻

TOTAL BASE BID IN WORDS: FIVE HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS.

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ITEM 4.15

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

ITEM: **CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICE AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENTS**

RECOMMENDATION: **Adopt a Resolution Creating CIP GG 24-33 SCADA Integration and Maintenance, Ratify the Professional Service Agreement with MCC Controls LLC, dba Primex and, Approve Related Budget Amendments**

SUMMARY:

The City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System monitors and controls the City's common infrastructure in the following utility groups: Water system, Storm Water system, Wastewater system, and Recycled Water system equipment. This plethora of historical and new stations of various types ensure the entire City has access to clean water and wastewater management while preventing the City from flooding. These stations require maintenance, and the equipment requires replacement or upgrading on a routine basis to ensure proper functionality. To ensure the functionality and maintenance required for these stations is met, staff requests that City Council create Capital Improvement Project (CIP) GG 24-33 SCADA Integration and Maintenance.

Primex has been an integral partner in integrating the SCADA systems around the City for over a decade. The collaboration with Primex has evolved into a professional service category, characterized by their skilled knowledge, and certified products that offer exclusive solutions tailored to the City's SCADA systems and security-compliant needs. This collaboration has been instrumental in establishing a consistent approach to technology and software development, ensuring a high level of expertise and reliability in these areas.

In addition to addressing the City's immediate security needs, Primex has played a pivotal role in the development of critical component infrastructure that is now integral to all our water systems. As the City's network expands and the City's infrastructure requirements continue to grow, it becomes increasingly crucial to maintain a unified and secure approach.

It has become imperative to replace the existing equipment at the J Street and Harlan storm station due to its end-of-life status. Bringing this station into the City's network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment. This proactive measure is essential to mitigate the risk of flooding in the area. Additionally, integrating these stations into our network will ensure compliance with the

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT**

Department of Homeland Security (DHS) safety and security requirements by allowing implementation of site monitoring surveillance. This comprehensive approach not only enhances operational efficiency, reduces costs, but also ensures the safety and security of the area.

Tonight, staff is requesting City Council approve the creation of CIP GG 24-33 SCADA integration with an initial budget of \$150,000 for the first year and a budget of \$250,000 for fiscal year 24-25, ratify the Professional Services Agreement with Primex in the amount of \$52,262.25 and approve the related budget amendment.

BACKGROUND:

The City has a plethora of historical and new water stations of various types to ensure the entire City has access to clean water and wastewater management while preventing the City from flooding. The City of Lathrop's Water system, Storm Water system, Wastewater system, and Recycled Water system are monitored and controlled by the City's SCADA equipment. These various water stations that utilize this equipment recycle water, manage rainwater flooding and move various types of water throughout the City. SCADA equipment provides real-time data, the ability to control these stations remotely and has played an integral part in the expansion of residential areas in Lathrop and the prevention of flooding throughout the City.

It has become imperative to replace the existing equipment at the J Street and Harlan storm station due to its end-of-life status. Bringing this station into the City's network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment. This proactive measure is essential to mitigate the risk of flooding in the area. Additionally, integrating these stations into our network will enable us to comply with the Department of Homeland Security (DHS) requirements by implementing surveillance systems for site monitoring. This comprehensive approach not only enhances operational efficiency, reduces costs, but also ensures the safety and security of the area.

The City Manager signed a Professional Services Agreement with Primex for the replacement of the PLC and OIT of the J street and Harlan storm drain lift station in March 2024 so that the site would be integrated into the City's network. This allows staff to be notified immediately in the event of vandalism or other potential threats to the City's water system at this site. Having the capability to receive immediate notifications from this site gives staff the ability to troubleshoot and rectify any issues before damage to the system.

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING**CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA**

The collaboration with Primex has evolved into a professional service category, characterized by their skilled knowledge, and certified products that offer exclusive solutions tailored to the City's SCADA Systems and security-compliant needs. This collaboration has been instrumental in establishing a consistent approach to technology and software development, ensuring a high level of expertise and reliability in these areas. Therefore, the claimed bidding exemption for the Professional Services Agreement with Primex for the integration of the J street and Harlan storm pump station is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a).

Tonight, staff is requesting City Council approve the creation of CIP GG 24-33 SCADA Integration and maintenance with an initial budget of \$150,000 for the fiscal year 23-24 and a budget of \$250,000 for fiscal year 24-25, ratify the Professional Services Agreement for the replacement of the OIT and PLC for J street and Harlan storm drain lift station in the amount of \$52,262.25 and approve the related budget amendment. The expense of \$52,262.25 for the J street and Harlan storm drain life station will be paid from the budget for the fiscal year 23-24 of \$150,000.

REASON FOR RECOMMENDATION:

The SCADA system allows staff to remotely control and monitor the City's water systems to keep the City from flooding and moves water throughout the City to be recycled or stored. SCADA integration for the various water stations throughout the City is critical to the functionality of the water stations and the prevention of flooding. This system allows staff to be notified immediately of any issues with the system so they may rectify the issue before damage to the water system occurs.

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT

FISCAL IMPACT:

The proposed project budget is \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25. The current fund balance available in the CIP GG 24-33 budget will not cover the cost of the Professional Services and equipment required. Staff recommends a budget amendment of \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25 subsidized by the following funds to cover the cost of professional services and equipment. Staff is requesting Council approve the following budget amendment:

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
1010-9900-393-0000		\$150,000
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$150,000
 <u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$150,000

Fiscal Year 2024-2025

<u>Increase Transfer Out</u>		
2500-9900-990-9010		\$10,639
2510-9900-990-9010		\$37,234
2530-9900-990-9010		\$ 5,319
2560-9900-990-9010		\$ 5,318
2570-9900-990-9010		\$26,596
2670-9900-990-9010		\$10,639
2680-9900-990-9010		\$ 5,319
5620-9900-990-9010		\$63,830
6010-9900-990-9010		\$37,234
6080-9900-990-9010		\$47,872
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$250,000
 <u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$250,000

**APRIL 8, 2024, CITY COUNCIL REGULAR MEETING
CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY
THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA
PRIMEX AND APPROVE RELATED BUDGET AMENDMENT**

ATTACHMENT:

- A. Resolution of the City Council of the City of Lathrop to Create CIP GG 24-33 SCADA Integration and Maintenance, Ratify the Professional Services Agreement with MCC Controls LLC, dba Primex and Approve Related Budget Amendments.

- B. Professional Services Agreement with MCC Controls LLC, dba Primex for Replacement of OIT and PLC for J street and Harlan Sewer Pump Station

APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENT

APPROVALS:



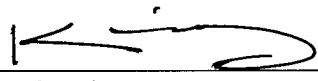
Tony Fernandes
Director Information Systems

3-26-2024
Date




Cari James
Director of Finance

3/26/2024
Date




Michael King
Assistant City Manger

3.26.2024
Date



Salvador Navarrete
City Attorney

3.26.2024
Date



Stephen J. Salvatore
City Manager

3-28-24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICE AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND APPROVE RELATED BUDGET AMENDMENTS

WHEREAS, the City has many water stations of various types to ensure the entire City has access to clean water and wastewater management while preventing the City from flooding; and

WHEREAS, SCADA equipment is utilized to manage and control the various water stations and pumps remotely throughout the City; and

WHEREAS, it has become imperative to replace the existing SCADA equipment at the J Street and Harlan storm station due to its end-of-life status; and

WHEREAS, bringing this station into our network is crucial for operators to effectively monitor its functions, adjust flows, and promptly respond to any alerts regarding issues with flows, pumps, or other equipment; and

WHEREAS, the City Manager signed a Professional Services Agreement with Primex for the replacement of the PLC and OIT of the J street and Harlan storm drain lift station in March 2024, so that the site would be integrated into the City’s network; and

WHEREAS, MCC Controls dba Primex offers a professional services, characterized by skilled knowledge of the City’s SCADA system and customized products that offer exclusive solutions tailored to the City’s SCADA Systems and security-compliant needs.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby Create CIP GG 24-33 SCADA Integration and Maintenance, Ratify the City Managers Approval of the Professional Services Agreement with MCC Controls LLC, dba Primex and Approve Related Budget Amendment below.

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
1010-9900-393-0000		\$150,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$150,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$150,000

Fiscal Year 2024-2025

Increase Transfer Out

2500-9900-990-9010		\$10,639
2510-9900-990-9010		\$37,234
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5620-9900-990-9010		\$63,830
6010-9900-990-9010		\$37,234
6080-9900-990-9010		\$47,872

Increase Transfer In

3010-9900-393-0000	GG 24-33	\$250,000
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Increase Appropriation

3010-8000-420-7200	GG 24-33	\$250,000
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APRIL 8, 2024, CITY COUNCIL REGULAR MEETING

CREATE CIP GG 24-33 SCADA INTEGRATION AND MAINTENANCE, RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MCC CONTROLS LLC, DBA PRIMEX AND, APPROVE RELATED BUDGET AMENDMENT

FISCAL IMPACT:

The proposed project budget is \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25. The current fund balance available in the CIP GG 24-33 budget will not cover the cost of the Professional Services and equipment required. Staff recommends a budget amendment of \$150,000 for the fiscal year 23-24 and \$250,000 for fiscal year 24-25 subsidized by the following funds to cover the cost of professional services and equipment. Staff is requesting Council approve the following budget amendment:

Fiscal Year 2023-2024

<u>Increase Transfer Out</u>		
1010-9900-393-0000		\$150,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$150,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$150,000

Fiscal Year 2024-2025

<u>Increase Transfer Out</u>		
2500-9900-990-9010		\$10,639
2510-9900-990-9010		\$37,234
2530-9900-990-9010		\$ 5,319
2560-9900-990-9010		\$ 5,318
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5620-9900-990-9010		\$63,830
6010-9900-990-9010		\$37,234
6080-9900-990-9010		\$47,872
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-33	\$250,000
<u>Increase Appropriation</u>		
3010-8000-420-7200	GG 24-33	\$250,000

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

AYES:

NOES:

ABSENT:

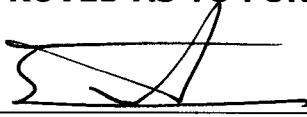
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

March ~~28~~, 2024

MCC Controls LLC dba Primex
Michael Anderson
859 Cotting Ct. Ste. G
Vacaville, CA 95688

Dear Mr. Anderson:

Enclosed please find your original executed agreement to replace the PLC and OIT a the J Street Storm Drain Lift Station. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND MCC CONTROLS LLC DBA
PRIMEX
TO PROVIDE REPLACEMENT OF THE PLC AND OIT AT THE J
STREET STORM DRAIN LIFT STATION**

THIS AGREEMENT, dated for convenience this 28 day of March 2024, is made and entered into by and between MCC Controls LLC dba Primex ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the professional services to provide the replacement of the programmable logic controller and the operator interface terminal as required by this agreement; and

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

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

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to provide professional services to provide the replacement of the programmable logic controller and the operator interface terminal in accordance with the scope of work submitted by the CONSULTANT, attached as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$52,262.25** as described in Exhibit "A".

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

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

(3) Effective Date and Term.

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

(4) Independent Contractor Status.

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

(5) Billings.

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

(6) Advice and Status Reporting.

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

(7) Assignment of Personnel.

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

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

(8) Assignment and Subcontracting.

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

(9) Insurance.

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
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- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

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

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
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(iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility.

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

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

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

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
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(11) Licenses.

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

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

(15) Notices.

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

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

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

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

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

To Consultant: MCC Controls LLC dba Primex
859 Cotting Ct. Ste. G
Vacaville, CA 95688

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (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.

**CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
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- (g) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 and Section 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to

CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

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

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

(17) General Contractor Responsibilities.

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

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

(18) Notice to Proceed.

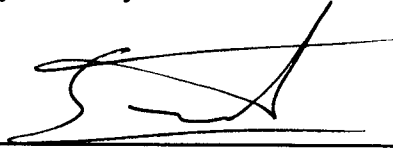
Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the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

(19) Signatures.

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


CITY OF LATHROP – MCC CONTROLS LLC DBA PRIMEX
TO PROVIDE THE REPLACEMENT OF THE PLC AND OIT AT J STREET STORM
DRAIN LIFT STATION

Approved as to Form: City of Lathrop
City Attorney



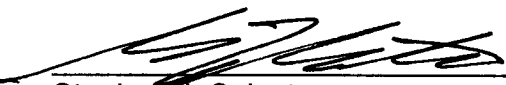
Salvador Navarrete Date 2-22-2024

Recommended for Approval: City of Lathrop

DocuSigned by:


Tony Fernandes Date 2/22/2024
Information Systems Director

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

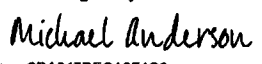


Stephen J. Salvatore Date 3-28-24
City Manager

CONSULTANT: MCC Controls LLC dba Primex
859 Cotting Ct. Ste. G
Vacaville, CA 95688

Fed ID #: 81-1611115

Business License #: 40633

DocuSigned by:


Signature Date 2/22/2024
Michael Anderson Software Eng
Name Title



MCC Controls LLC DBA PRIMEX
 859 Cotting Ct. Ste G
 Vacaville, CA 95688
 Contractor's License: 1016640
 DIR Registration No.: 1000043535

Phone 707.449.0341

Date: 2/1/2024
 To: City of Lathrop
 Attention: Tony Fernandes
 From: Michael Anderson

PRIMEX Quote # 240201MA01
Project: J Street SDLS Controls
Task: J Street SDLS PLC and OIT Replacement
Terms: LUMP SUM

This proposal details all materials and services we intend to provide for the above referenced project.
 Be sure to reference General Notes following the scope listing.
 This proposal expires 45 days after the date noted above.

Item #	Qty.	Description	Scope of Work	Line Item Price
1	Lot	PLC Hardware PLC Processor Rack 32 Pt DI/DO Card Power Supply 8 Ch Analog Input Card 8 Ch Analog Output Card Wiring harnesses Misc. Wires, TB, labels, etc.		\$ 6,728.28
2	Lot	OIT Hardware/Software Program new City standard OIT for site Remove existing display and install new Field test new display for operation		\$ 12,355.52
3	Lot	Engineering Services Updated PLC drawings Update original project drawings Delivered to City in PDF Rewrite existing program for M340 platform Update PLC, OIT, & SCADA programming to current Lathrop standards: Configure for Direct Comms Alarm setpoints, enable/disable, and delays available through SCADA Updates to SCADA as required to be consistent with City standards On-site testing & commissioning		\$ 32,231.50
Subtotal				\$ 51,315.30
Tax				\$ 946.95
The total price for the scope of work above is:				\$ 52,262.25

General Notes:

- Prices quoted above include sales tax and travel to the jobsite.
- Terms and Conditions of sale: Upon PRIMEX approval of customer credit, PRIMEX will extend 30-day payment terms on invoices for deliverables provided per this scope of work. Deliverables are FOB – PRIMEX Vacaville, CA, with freight allowed (unless specifically noted otherwise in this proposal). Customer may accept this proposal by signature here-on, or by separate purchase order made out to MCC Controls LLC DBA PRIMEX.

Please call or email with any questions.

Sincerely,

Michael Anderson

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ITEM 5.1

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

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt Resolution Certifying and Adopting the Lathrop Active Transportation Plan, CIP PS 22-17**

CEQA STATUS: **The Project is Exempt from further Environmental Review Pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183**

SUMMARY:

The Lathrop Active Transportation Plan (ATP) Capital Improvement Project (CIP) PS 22-17 (Project) was created to identify a network of bicycle and pedestrian facilities that improve safety and mobility. The ATP provides a strategy to develop citywide connectivity through walking and biking between residential neighborhoods, schools, transit, and job centers.

On November 15, 2022, City Council approved a professional engineering consulting services with GHD, Inc. (GHD) to prepare the ATP. The planning process engaged the public in developing goals, policies, and programs to improve walking and biking conditions within the community. The plan evaluated all forms of non-vehicular transportation by reviewing the existing facilities, identifying deficiencies, developing and prioritizing potential projects, holding public meetings and receiving public comments.

On March 1st, 2024, GHD and the City issued a Draft Lathrop Active Transportation Plan to review and provide comments for a 30-day period. All comments received during the circulation period were reviewed & addressed and are included in the final Lathrop Active Transportation Plan (Attachment B).

Staff is requesting that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving and certifying the Lathrop Active Transportation Plan.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE
LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17

BACKGROUND:

On September 12, 2022, City Council created the Lathrop Active Transportation Plan, CIP PS 22-17 to update the adopted 1995 Bicycle Master Plan and include all forms of non-vehicular transportation. The ATP can present a focused, achievable action plan for improvements to biking and walking facilities, and provide both short-term priority projects and long-term improvements. On November 14, 2022, City Council awarded a professional services agreement to GHD for preparation of the ATP.

The Project initiated in January 2023 with collection and analysis of existing citywide multimodal transportation data. Through a community engagement plan, GHD detailed outreach steps, activities and efforts needed to provide project information to residents. The City and GHD held public workshops and pop-up events where the community had the opportunity to provide feedback to the pedestrian and bicycle network. A project website was generated and residents were able to view interactive maps and take surveys on bike and pedestrian enhancements.

With feedback and recommendations received, GHD drafted the ATP that was circulated for public review from March 1, 2024 to April 1, 2024. The draft ATP included maps, tables, graphics, and a project summary evaluating all forms of non-vehicular transportation. All comments received during the circulation period were reviewed and addressed by the City and incorporated within the Final ATP.

REASON FOR RECOMMENDATION:

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution certifying and adopting the Final Lathrop Active Transportation Plan.

CEQA STATUS:

The City finds that the Project is exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183.

FISCAL IMPACT:

The City has been allocated funding by the Active Transportation Program through the San Joaquin Council of Governments (SJCOG) to fund (90%) of the Professional Consulting Services Agreement with GHD. Sufficient funds (10%) have been included in the adopted fiscal year 2023-24 budget under CIP PS 22-17 to complement the agreement with GHD and prepare the ATP. No fiscal impact is anticipated.

ATTACHMENTS:

- A. Resolution Certifying and Adopting the Lathrop Active Transportation Plan, CIP PS 22-17
- B. Lathrop Active Transportation Plan, CIP PS 22-17 (Dated, January 2024)

CITY MANAGER'S REPORT **PAGE 4**
APRIL 8, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING THE
LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17

APPROVALS:



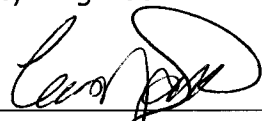
Angel Abarca
Assistant Engineer

03-25-2024
Date



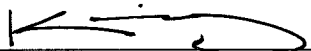
Brad Taylor
City Engineer

3/25/2024
Date



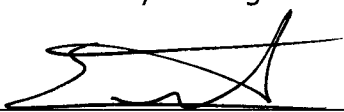
Cari James
Director of Finance

3/28/2024
Date



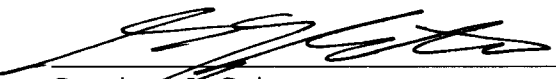
Michael King
Assistant City Manager

3.27.2024
Date



Salvador Navarrete
City Attorney

3-27-2024
Date



Stephen J. Salvatore
City Manager

4.1.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CERTIFYING AND ADOPTING THE LATHROP ACTIVE TRANSPORTATION PLAN, CIP PS 22-17

WHEREAS, the Lathrop Active Transportation Plan (ATP) Capital Improvement Project (CIP) PS 22-17 (Project) was created to identify a network of bicycle and pedestrian facilities that improve safety and mobility; and

WHEREAS, the ATP provides a strategy to develop citywide connectivity through walking and biking between residential neighborhoods, schools, transit, and job centers; and

WHEREAS, on November 15, 2022, City Council approved a professional engineering consulting services with GHD, Inc. (GHD) to prepare the ATP; and

WHEREAS, the planning process engaged the public in developing goals, policies, and programs to improve walking and biking conditions within the community; and

WHEREAS, the plan evaluated all forms of non-vehicular transportation by reviewing the existing transportation infrastructure, identifying deficiencies, developing and prioritizing potential projects, holding public meetings and receiving overall comments; and

WHEREAS, on March 1st, 2024, GHD and the City issued a Draft Lathrop Active Transportation Plan to review and provide comments for a 30-day period; and

WHEREAS, all comments received during the circulation period were reviewed & addressed by GHD and the City and are included in the final Lathrop Active Transportation Plan; and

WHEREAS, staff is requesting that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving and certifying the Lathrop Active Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby certifies and adopts the final Lathrop Active Transportation Plan, CIP PS 22-17.

The foregoing resolution was passed and adopted this 8th day of April 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

Active Transportation Plan

APRIL 2024



Prepared for the City of Lathrop by GHD Inc.



ACKNOWLEDGMENTS

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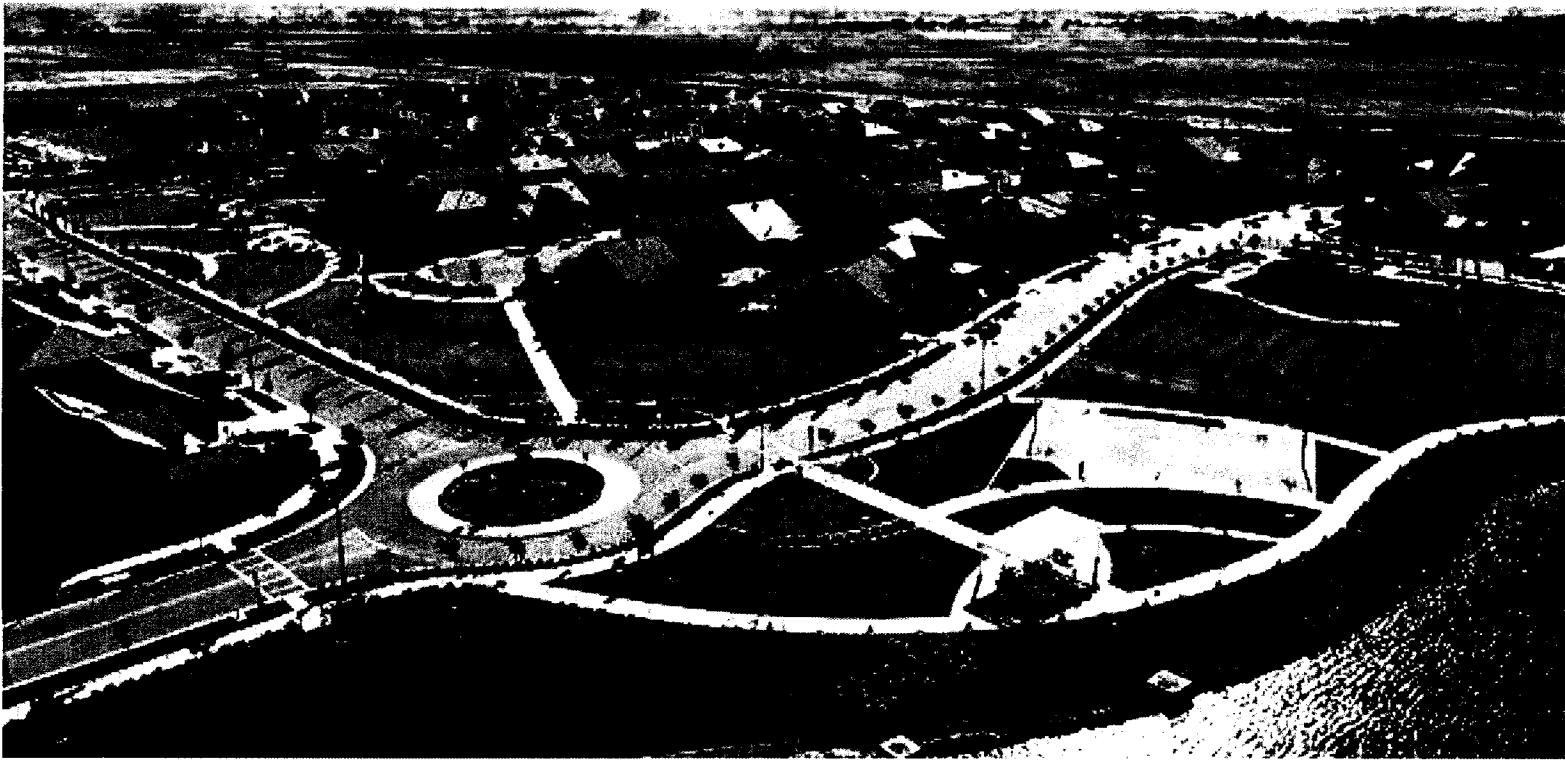
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INTRODUCTION

The City of Lathrop (City) is ready to move into the next stage of its commitment to supporting active transportation modes with the development of this Active Transportation Plan (ATP). While historical development patterns did not always provide dedicated facilities for bicycling and walking, the City seeks to cater to the diverse transportation needs of its residents, workers, visitors, and stakeholders. Further, the City imagines a future where its mobility network allows people of all ages and abilities to get to and from their destinations safely, efficiently, and, as often as possible, without the use of single occupancy vehicles.

As a community with fresh ideas on expanding the local bicycle and pedestrian network, Lathrop has a built environment that offers untapped potential to shift commuting patterns to active modes such as walking, bicycling, and rolling, reducing congestion, and promoting healthy

lifestyles. Recent development of residential communities has included enhanced pedestrian and bicycle facilities, from multi-use trails to accessible sidewalks. These facilities help to encourage more residents and visitors to try active alternatives to driving when traveling to their destinations while also beginning to illustrate the vibrant, multimodal future that is possible in Lathrop. By building upon the City's vision for community bikeways and pedestrian facilities outlined in the General Plan and specific plans, targeted investments in upgraded pedestrian and bicycle infrastructure will result in a safer, more connected network for users of all ages and abilities.

This ATP is a critical tool for the City and the broader Lathrop community as they shape a balanced transportation system for Lathrop. It provides a baseline understanding of the current status and long-term vision for the active



transportation network, as well as supportive policies and programs which can be implemented in Lathrop. It also provides the necessary information for the City to seek grant funding support to build the projects that will effectively complete this vision. This ATP presents a focused, achievable action plan for improvements to bicycling and walking facilities, providing both short-term priority projects and longer-term improvements.

The primary objectives of the Lathrop ATP include:

- ◆ Improving resident quality of life
- ◆ Providing a safe and connected pedestrian and bicycle network
- ◆ Enhancing access to area amenities and destinations
- ◆ Reducing greenhouse gas (GHG) emissions
- ◆ Promoting healthy lifestyles



A view of several bridges crossing the San Joaquin River in Lathrop

Purpose of the Plan

This Active Transportation Plan will establish a long-term vision for improving walking and bicycling within Lathrop and identify a short-term action plan of implementable projects, programs, and policies.

The ATP provides a strategy to develop connected citywide walking and bicycling facilities that provide access between residential neighborhoods, schools, transit, and jobs. These network improvements are combined with options for recommended education, encouragement, and evaluation programs to provide a comprehensive approach to improving active transportation in Lathrop. The ATP also identifies a plan to implement these projects and programs through prioritization and phasing to ensure implementation is manageable and achievable.

This Plan represents an aspirational vision for walking and bicycling in Lathrop, recognizing that limited funding and resources may require strategic phases of implementation over many years.

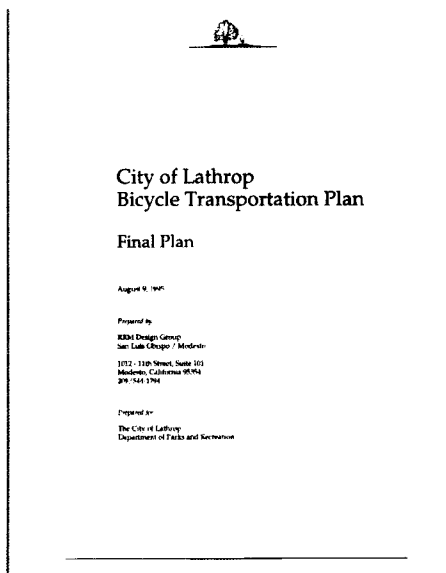
The City has established four goals for this ATP:

1. Enhance mobility by providing a comfortable, connected network of facilities for people to walk, bike, and roll
2. Encourage active transportation within Lathrop
3. Foster a safe ped/bike environment
4. Prioritize implementing active transportation infrastructure projects that meet the needs of Lathrop's growing population and reduce Vehicle Miles Travelled (VMT) and GHG emissions

Relationship to Other Documents

A variety of local, regional, and state documents relevant to the development and implementation of the Active Transportation Plan were reviewed. These documents set an overall trajectory for the City and include policies and strategies the ATP must be consistent with, while others provide a foundation for the ATP and will effectively be incorporated into the ATP. Documents reviewed, and the guidance relevant to the ATP, are discussed briefly below; the Planning and Policy Context Chapter will include additional detail on consistency and recommended updates to relevant documents.

Lathrop



BICYCLE TRANSPORTATION PLAN (2004)

The City of Lathrop's Bicycle Transportation Plan, initially adopted in 1995 and updated in 2003 and 2004, guides the development of the City's bikeway network in coordination with regional plans and state law. The purpose of the plan is to improve and expand bicycling opportunities in Lathrop, providing direction for

the development of new bikeways alongside future city growth and outlining a long-term goal of a comprehensive system of bikeways that provide safe and convenient bicycle travel throughout the community. Policy priorities include:

- ◆ The bikeway system shall consist of Class I and Class II bikeway facilities. Use Class III bike routes only to provide route connections where constraints make other bikeways infeasible¹.
- ◆ Provide bikeway access to all key destinations; all neighborhoods should be within ¼ mile of a Class II bicycle lane, at minimum.
- ◆ Bikeway facilities shall be installed on new streets at the time of improvement.
- ◆ Develop a perimeter bikeway loop around the City and a recreational bike path system along the San Joaquin River corridor.
- ◆ Provide class II bicycle lanes along all existing major arterial streets; consider class I bicycle paths for all linear parks, green belts, and parkways.
- ◆ Bicycle facility implementation can be flexible and use alternative locations if consistent with General Plan and relevant Specific Plan(s).
- ◆ Specific Plans and development plans for future annexations must each include a "Bicycle Circulation Plan (BCP)" consistent with the City of Lathrop Bicycle Transportation Plan.
- ◆ New development must provide bikeway connections to the existing City core, including across/under I-5.
- ◆ Provide class II bicycle lanes on all future arterials, boulevards, and parkways.
- ◆ Provide bicycle connections to the City of Manteca's bicycle network, regional

¹ See the *Bicycle Facilities* section of the *Existing Conditions* chapter for definitions of bikeway facilities

bikeways in the San Joaquin County Bicycle Plan, and the I-205 Bikeway.

- ◆ Bikeway improvements should be consistent with Caltrans Highway Design Manual, Chapter 1000 as well as typical sections indicated in the City of Lathrop Bicycle Transportation Plan.
- ◆ Maximize safety for bicyclists at bikeway crossings of all major streets and railroad tracks.
- ◆ Maintain bikeway pavement to provide a smooth riding surface without potholes, inlet grates, utility covers, road debris, or obstructions.
- ◆ Provide adequate lighting along bikeways.

Bikeway projects identified in the plan are divided into three categories, as depicted in the tables below. Table 1 lists Category 1 bikeway projects or those within 1995 City limits:

Table 1: Bicycle Transportation Plan – Category 1 Bikeway Projects

Street Segment	Bikeway Class	Priority*
Harlan Road	Class II	2
D'Arcy Parkway	Class II	1
Tesla Way	Class II	3
McKinley Avenue	Class II	3
Louise Avenue	Class II	1
5 th Street	Class II	1
Woodfield Drive – Jasper Street	Class II	2
Thomsen Road ²	Class II	1
Roth Road	Class II	3

*Priority 1: 1-5 years, Priority 2: 5-10 years, Priority 3: 10-20 years

² Class II Bicycle Lanes have been installed on Thomsen Road.

Table 2 lists Category 2 bikeway projects or those within the unincorporated General Plan sphere at the time of plan adoption.

Table 2: Bicycle Transportation Plan – Category 2 Bikeway Projects (within unincorporated General Plan Sphere)

Street Segment	Bikeway Class
Manthey Road	Class II
Golden Valley Parkway	Class II
River Islands Parkway	Class II
Lathrop Road	Class II
Connector Streets ³	Class II
San Joaquin River Path	Class I
Paradise Cut Pathway	Class I
Old River Pathway	Class I
Greenbelt Pathways	Class I

Note: Projects have not been assigned priority because each will occur in conjunction with annexation and development within the sphere

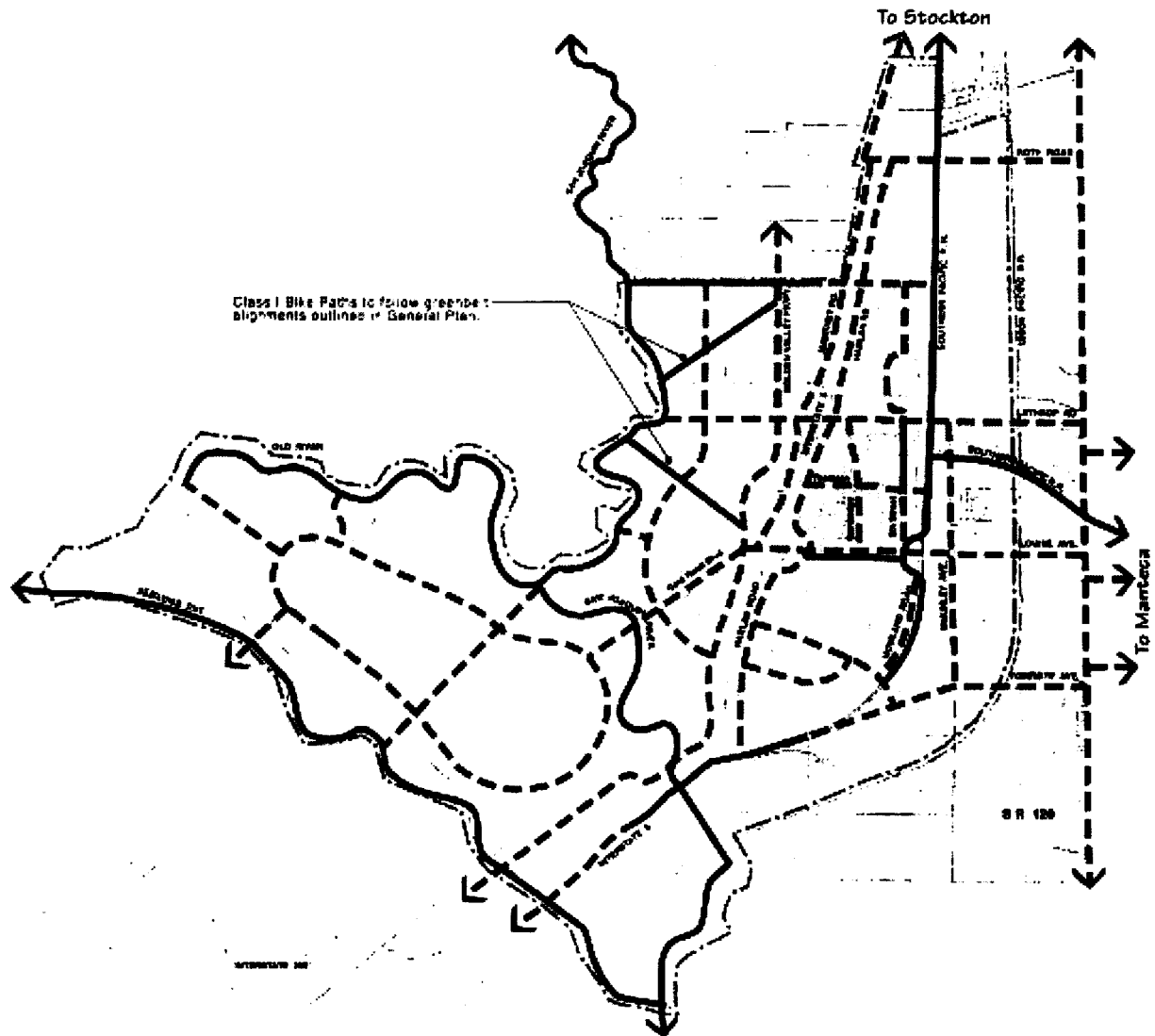
Table 3 shows Category 3 projects, which includes all administrative programs and procedures to be adopted by the City.

Table 3: Bicycle Transportation Plan – Category 3: Administrative Programs and Procedures

Administrative Programs and Procedures
Bicycle Parking and Storage Ordinance
Public Works Bikeway Standards
General Plan Amendment
Bicycle Circulation Plan Requirements
Uniform Bicycle Signage Program

³ Short street segments connecting longer bikeways.

Figure 1: Bicycle Transportation Plan – Bicycle Circulation Diagram



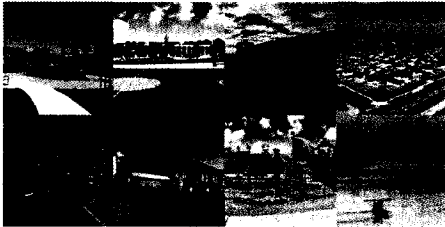
Key

	20 Year General Plan Area
	Proposed Class I Path
	Proposed Class II Lane

Source: Lathrop Bicycle Plan



GENERAL PLAN
CITY OF LATHROP
August 2022



GENERAL PLAN (2022)

Lathrop's General Plan identifies the community's vision for the future and provides a framework to guide decisions on growth, development, and conservation of open space and resources in Lathrop. The General Plan is intended for use by City decision-makers and staff as well as developers, and community members to identify goals and policies that articulate and facilitate a coherent and progressive vision and strategy for the future of the City and its residents. Relevant Elements of the General Plan are discussed in the following sections.

LAND USE ELEMENT

The Land Use Element provides goals and policies to support local job growth and economic development opportunities, a range of housing types, and community services that are accessible to all residents through its vision for open space, commercial, industrial, residential, and other land uses in the City. Policy priorities include:

- ◆ Ensure all residents have access to community amenities, transportation choices, and safe places to walk and bike.

- ◆ Support regional VMT reduction via land use and site design decisions that promote active transportation and public transit.

CIRCULATION ELEMENT

The Circulation Element provides the framework for the development and improvement of the City's multi-modal transportation system, including driving, walking, bicycling, transit, and freight. It notes that improving the City's walking and bicycling networks, and improving connections to transit, will help more Lathrop residents use these modes, improving health, recreational opportunities, and quality of life for residents as well as help the City meet statewide goals for the environment. Policy priorities include:

- ◆ Provide a roadway network that is consistent with the Circulation Element Map.
- ◆ Create infrastructure that supports all transportation modes.
- ◆ Try to achieve intersection Level of Service (LOS) D or better, except where this disincentivizes walking, bicycling or transit; is incompatible with adjacent land uses; prevents the City from achieving Vehicle Miles Traveled reduction goals; or is too expensive.
- ◆ Fully fund new roadway construction via the Capital Facilities Fee (CFF) program or with new development and ongoing roadway maintenance via Community Facilities Districts (CFDs).
- ◆ Establish a network of active transportation routes connecting residential areas with key destinations and employers.
- ◆ Improve safety, efficiency, and comfort for bicyclists and pedestrians with shade trees, lane narrowing, and other traffic calming.
- ◆ Prioritize walking and bicycling to school over vehicular travel.
- ◆ Provide safer, more convenient access to transit service.

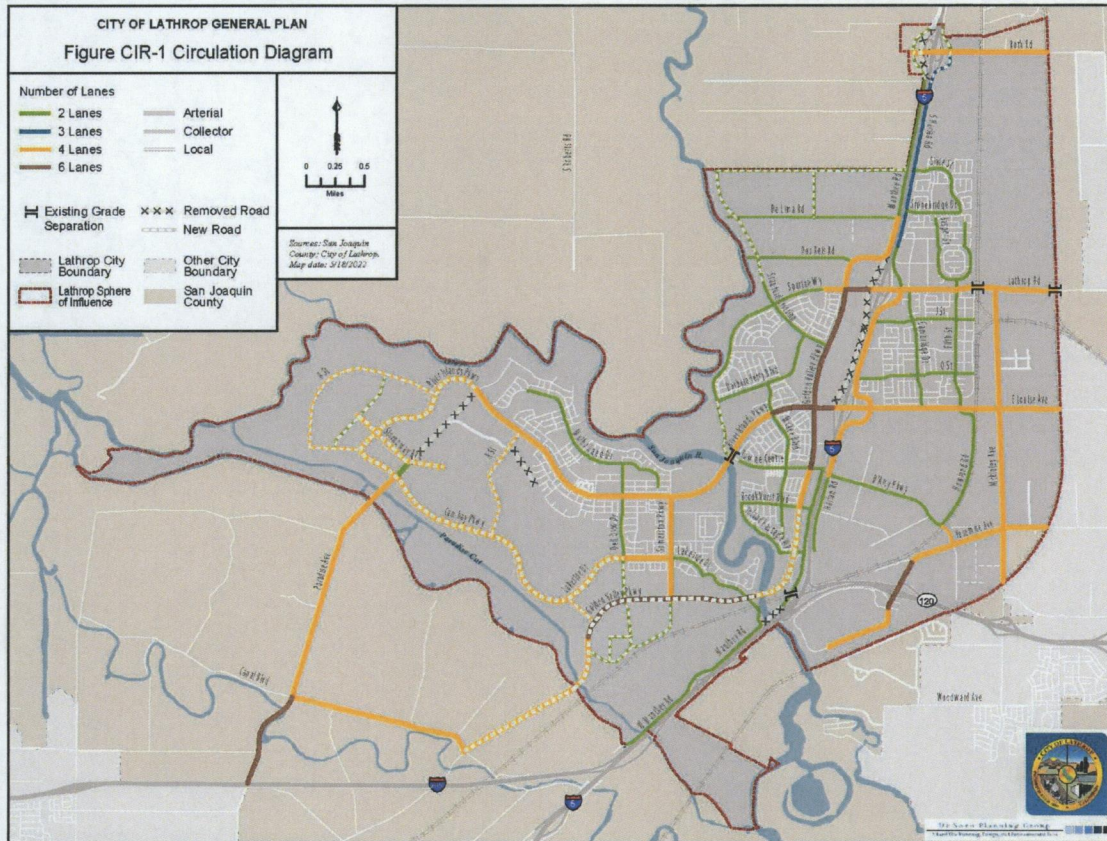
- ◆ Provide amenities like pedestrian-scale lighting, bicycle parking, shade trees, landscaping, and bus shelters and benches to support active transportation.
- ◆ Support land use with increased densities and mixed uses, to reduce vehicle miles

traveled and promote walking, biking, and transit.

- ◆ Encourage employers to provide programs and support for alternative commutes and work schedules to reduce driving.

Figure 2 shows the City's circulation network by road classification and number of lanes.

Figure 2: General Plan – Circulation Diagram



Source: General Plan – City of Lathrop

RECREATION AND RESOURCES ELEMENT

The Recreation and Resources Element provides goals and policies related to parks and recreation, regional and local open space, cultural resources, biological resources and habitat, mineral resources, air quality and greenhouse gas emissions, the Bay Delta, and water conservation. Relevant policy priorities include:

- ◆ Provide a wide variety of parks, recreational facilities, open space, and trails within a comprehensive system.
- ◆ Maintain a public park, open space, and trail system that is accessible to all parts of the city.
- ◆ Maintain and update facility design standards based on proven best practices to support active transportation and recreation.
- ◆ Work with school districts to provide open space on school sites, collaborating to provide additional public park space at public schools.

- ◆ Promote connectivity by expanding Lathrop's trail system, connecting local and regional bikeways, equestrian trails, and hiking trails with key destinations.
- ◆ Develop an urban forest along the City's major corridors and in residential neighborhoods.
- ◆ Consider and implement new policies and programs to improve energy efficiency and reduce dependency on fossil fuels.

ENVIRONMENTAL JUSTICE ELEMENT

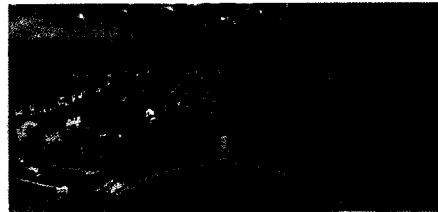
The Environmental Justice Element provides goals and policies related to protecting sensitive land uses and prioritizing the needs of disadvantaged communities. Policy priorities include:

- ◆ Increase street lighting for pedestrians, especially in areas where crimes and illegal dumping are likely.
- ◆ Create pleasant public spaces to support community and physical activity.
- ◆ Support walking and bicycling by requiring complete streets in transit priority areas, in environmental justice communities, and in new communities and developments.
- ◆ Provide safe, interesting, and convenient streetscapes, trails, paths, parks, and open spaces for pedestrians and bicyclists to reduce automobile use.
- ◆ Parks should be easily accessible to the surrounding neighborhood and beyond, especially to those with limited mobility.
- ◆ Promote active transportation as safe, easy, healthy, and fun alternatives to driving.
- ◆ Encourage school district activities that support physical activity and wellness.



CITY OF LATHROP GENERAL PLAN UPDATE

FINAL
HOUSING ELEMENT
ADOPTED DECEMBER 9, 2019



Prepared for:
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Prepared by:
De Novo Planning Group

DE NOVO PLANNING GROUP
A LAND USE PLANNING, DESIGN, AND ENVIRONMENTAL FIRM

GENERAL PLAN UPDATE – HOUSING ELEMENT (2019)

The Lathrop Housing Element identifies the community's housing needs, states the community's housing goals and objectives to meet those needs, and defines the policies and programs to achieve those goals and objectives. Policy priorities include:

- ◆ Develop housing with easy access to shopping, services, and jobs.
- ◆ Support accessible projects for persons with disabilities.
- ◆ Preserve and enhance existing neighborhoods.
- ◆ Prioritize rehabilitation and infrastructure improvements in underserved and disadvantaged areas.



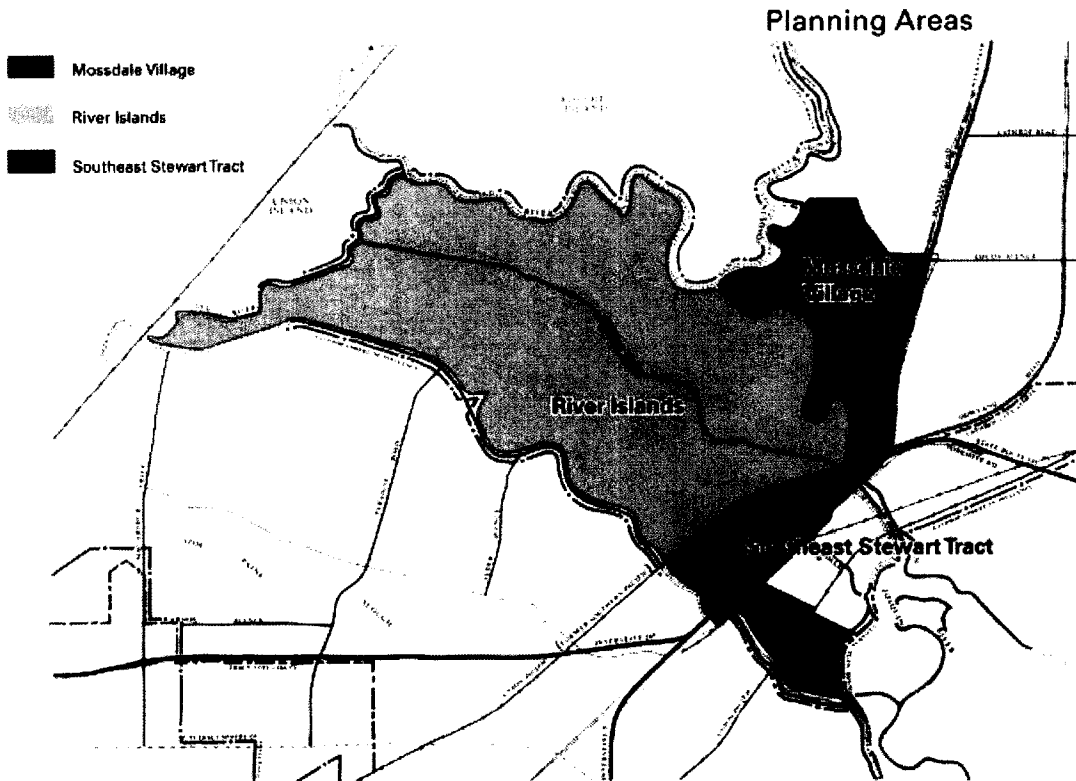
WEST LATHROP SPECIFIC PLAN (2002)

The 2002 West Lathrop Specific Plan is a planning document that acts as a blueprint for the development of the West Lathrop Specific Plan area, found in the southwestern portion of the City of Lathrop. West Lathrop is made up of two large areas: Stewart Tract (itself composed of River Islands and Southeast Stewart Tract) and Mossdale Village. Stewart Tract and Mossdale Village are both bounded by the waterways of the San Joaquin River delta. The West Lathrop Specific Plan interprets the Lathrop General Plan specifically for West Lathrop, describing its proposed land use patterns, circulation, transit, public services, and utility systems required to serve the area. It also sets development regulations and standards for West Lathrop, including for architectural design, site planning, landscaping, signage, and exterior building and site maintenance. Policy priorities include:

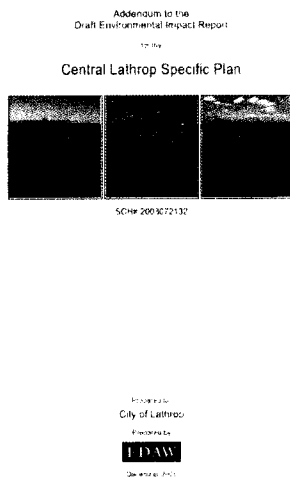
- ◆ Link key destinations (schools, parks, retail) with landscaped pedestrian-oriented corridors to encourage non-vehicular travel.
- ◆ Create spaces for public gatherings that can support entertainment, education, relaxation, and recreation for West Lathrop residents.
- ◆ In Mossdale Village, focus neighborhoods around local schools and parks that are linked along a network of non-vehicular rights-of-way.
- ◆ Create attractive landscaped parkways and waterways to help define West Lathrop.
- ◆ Locate higher-density residential areas within walking distance of the village or town center areas and/or other commercial areas.
- ◆ Provide access to the village or town center areas for all travel modes.
- ◆ Develop recreational facilities for visitors and residents, especially along the San Joaquin River.
- ◆ Use the West Lathrop levees for recreational travel.
- ◆ Create a multi-modal transportation system serving West Lathrop.
- ◆ Accommodate necessary car trips but prioritize easy, convenient alternative travel modes (bicycle, pedestrian, transit, boat).
- ◆ Create a safe and efficient network of major and minor streets within West Lathrop.
- ◆ Plan for circulation improvements that benefit West Lathrop.

Figure 3 shows the planning areas of the West Lathrop Specific Plan.

Figure 3: West Lathrop Specific Plan – Vicinity Map



Source: West Lathrop Specific Plan



CENTRAL LATHROP SPECIFIC PLAN (2004)

The Central Lathrop Specific Plan is a planning document that guides development of the 1,520-acre Central Lathrop Specific Plan area. This plan is designed to address the needs of current

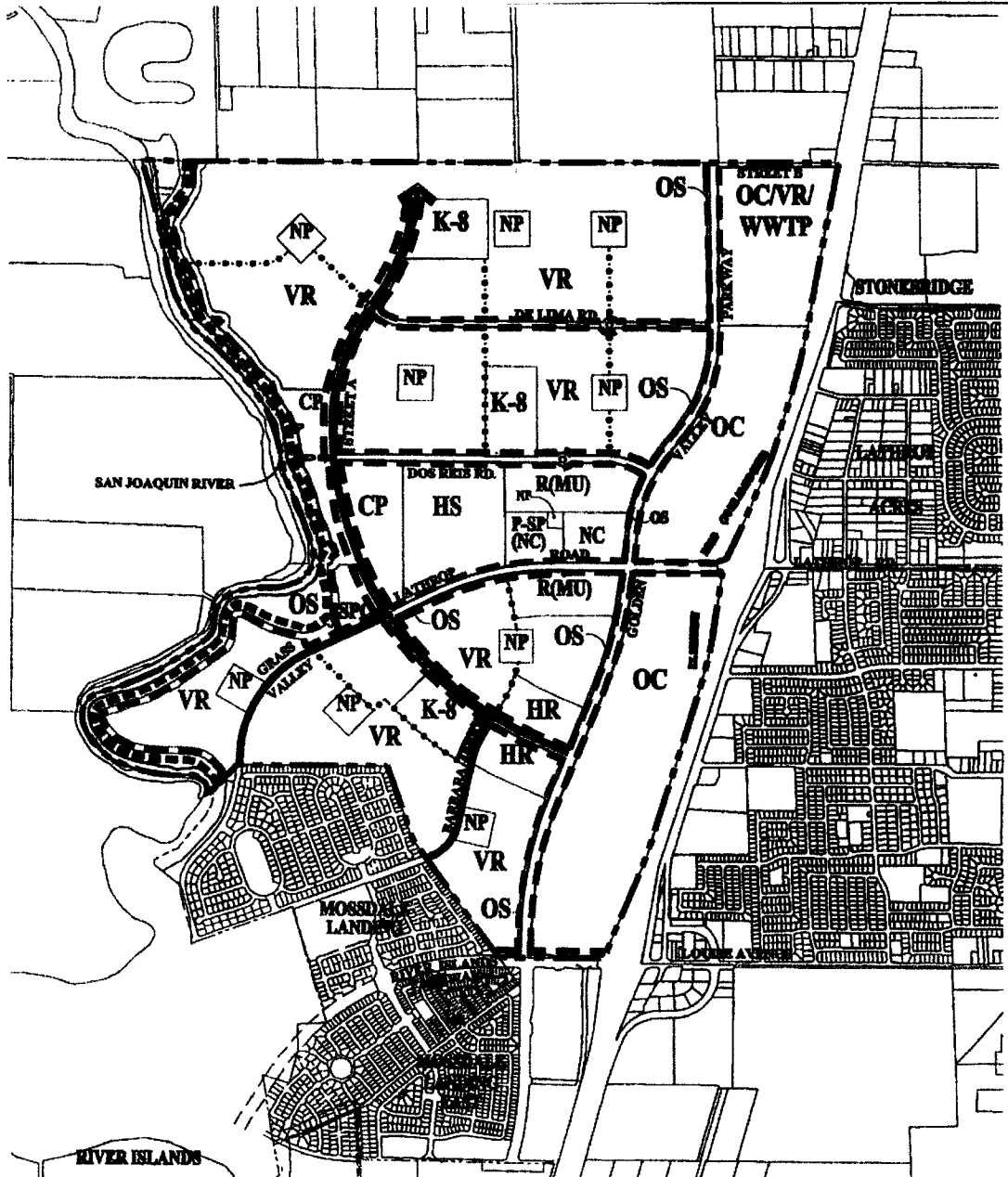
and future residents of Lathrop. The plan envisions a vibrant and livable community offering a balanced mix of land uses; a pedestrian-oriented central city core; regional commercial uses near the I-5 freeway corridor; traditional neighborhoods surrounding neighborhood parks and schools as well as higher residential densities, incorporating "smart growth" elements; an extensive active transportation network connecting neighborhoods to each other as well as parks, schools, and the city center; a comprehensive park systems that includes neighborhood-serving parks and a linear park adjoining the San Joaquin River; and quality design and aesthetic standards. Within the Circulation and Transportation chapter, the plan provides for off-street and on-street bicycle and pedestrian facilities, with off-street facilities including 8 foot multi-use trails located adjacent to major arterials and many collector streets; a 12 foot

multi-use trail as part of the linear park, connecting to current and planned trails; another multi-use trail located along the San Joaquin River levee; dedicated sidewalks between 5 feet and 15 feet, with wider sidewalks located along the proposed Main Street. Policy priorities include:

- ◆ Anchor the plan area with a pedestrian-oriented, centrally located City center.
- ◆ Connect the Central Lathrop Specific Plan neighborhoods to the city center, parks and schools (and to each other) through an interconnected system of pedestrian and bicycle pathways.
- ◆ Maximize recreation opportunities by creating a comprehensive public park program, including a linear park and open space system adjacent to the San Joaquin River.
- ◆ Reduce motor vehicle trips and climate impacts by locating residential and job centers near each other.
- ◆ Provide an integrated, efficient, and safe circulation system for pedestrians, bicyclists, transit and vehicles.

Figure 4 on the following page shows the pedestrian and bicycle circulation plan from the Central Lathrop Specific Plan.

Figure 4: Central Lathrop Specific Plan – Pedestrian and Bicycle Circulation Plan Map



LEGEND

- Potential Levee Trail
- ==== Multi-use Trail
- Bike Lane
- · - · - Boundary
- Pedestrian Route/Sidewalks

Note: Sidewalks are present on all streets.



**Figure 3.14: Pedestrian and Bicycle Circulation Plan
Central Lathrop Specific Plan**

Source: Central Lathrop Specific Plan

LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (2010)

The Lathrop Gateway Business Park Specific Plan (LGBPSP) is a planning document that guides development for the Plan Area. It provides policy direction, sets zoning designations, and includes detailed design standards for the projects and properties within the Plan Area to create the planned development with an appropriate balance of land uses – particularly land uses with a variety of business opportunities supportive of Lathrop’s skilled and educated workforce – and infrastructure to support that development. The LGBPSP encompasses nearly 384 acres in unincorporated San Joaquin County, adjacent to the City of Lathrop. Its boundaries include the Union Pacific Railroad right-of-way (ROW) to the east and west, State Route 120 (SR 120) to the south, and Vierra Road and Yosemite Avenue to the north. Consistent with the General Plan’s pursuit of deemphasizing reliance on the automobile, where feasibly, this plan incorporates multi-modal transportation, including proximity and direct access to the Lathrop-Manteca Altamont Corridor Express (ACE) commuter rail station, inclusion of transit stops and pick-up locations, and a system of off-street and on-street bikeways to and through the

site, all tailored to encourage modes of travel other than the automobile. Policy priorities include:

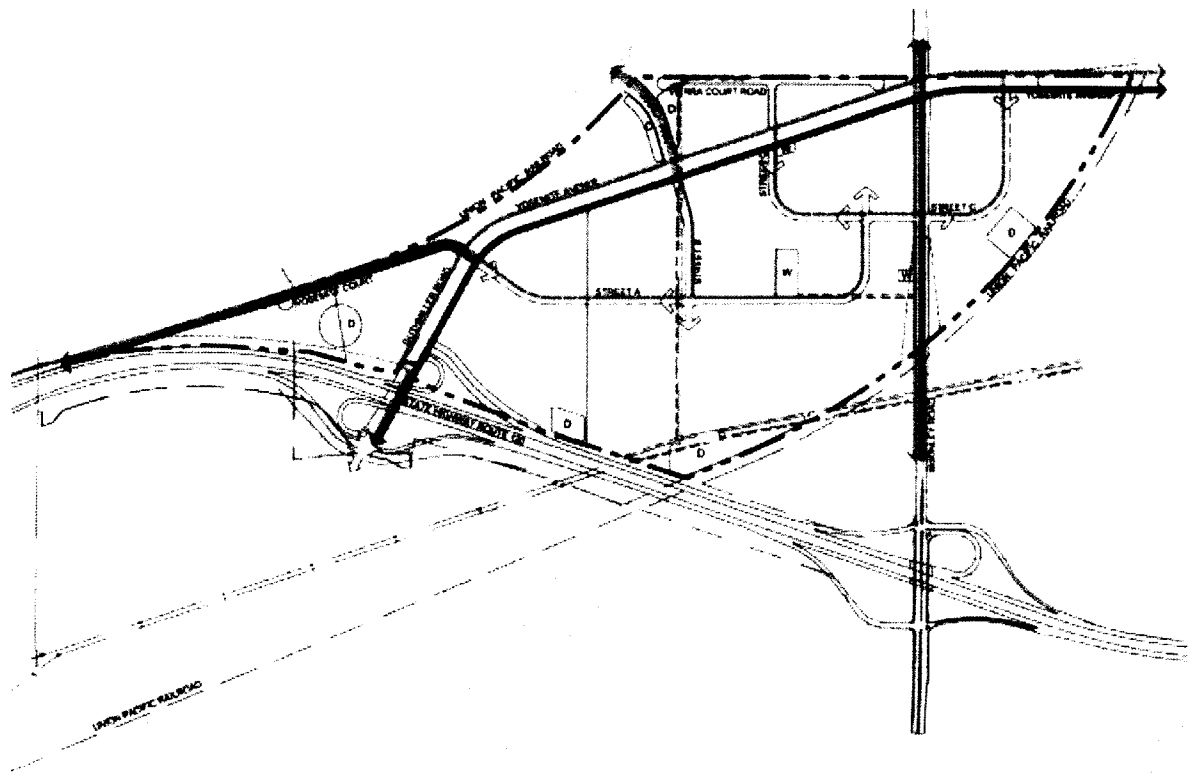
- ◆ Auto-oriented land uses should minimize conflict between pedestrians, bicycles, and cars.
- ◆ Each district should provide pedestrian and bicycle connections to adjacent uses within the Lathrop Gateway Business Park Specific Plan.
- ◆ Parking areas should be designed for efficiency and safety of all users.
- ◆ Loading and delivery areas should be located to minimize visibility, potential circulation, noise, and light conflicts.
- ◆ Pedestrian connections and resting areas should be created within projects and districts.
- ◆ Pedestrian amenities (benches, drinking fountains, trash receptacles, etc.) are encouraged.

Planned bicycle facilities include:

- ◆ Eight feet Class I Bike Paths in the Plan Area:
 - Along the open space adjacent to the Union Pacific Railroad ROW, continuing on Yosemite Avenue (south side only) to the eastern boundary of the Plan Area
 - Along the south side of Yosemite Ave (formerly Guthmiller Road)
 - Along McKinley Avenue
- ◆ Six feet Class II Bike Lanes in the Plan Area along minor arterials, connecting with Class I facilities.
- ◆ Class III Bike Routes in the Plan Area along local streets to provide connectivity between bikeway facilities and key destinations and land uses.

Figure 5 shows the bicycle and pedestrian circulation map and Figure 6 shows typical cross-sections for 5-lane and 6-lane arterials for the LGBPSP.

Figure 5: Lathrop Gateway Business Park Specific Plan - Circulation – Bicycle & Pedestrian Map

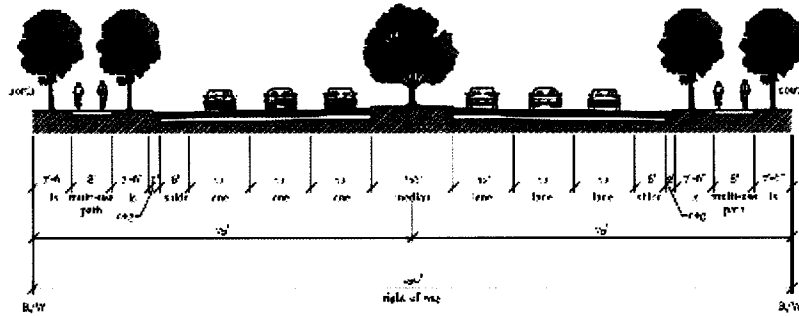


Legend

- Proposed Bicycle Path, Off-Street (Class I)
- Proposed Bicycle Path, On-Street (Class II)
- Proposed Pedestrian Path
- Project Boundary

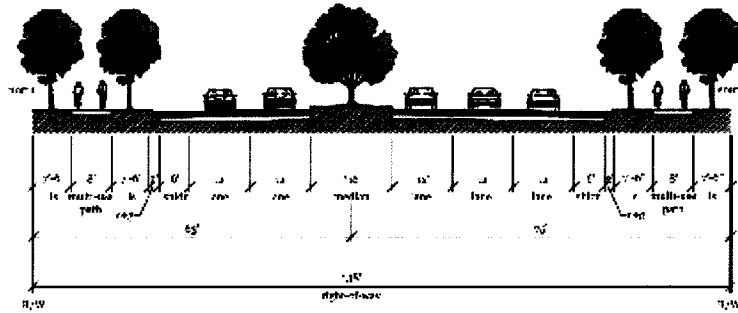
Source: Lathrop Gateway Business Park Specific Plan

Figure 6: Lathrop Gateway Business Park Specific Plan – 6-Lane & 5-Lane Arterial Sections



6-Lane Arterial

(Guthmiller/Yosemite Avenue, Highway 120 to Yosemite Court)
150' Right-of-Way



5-Lane Arterial

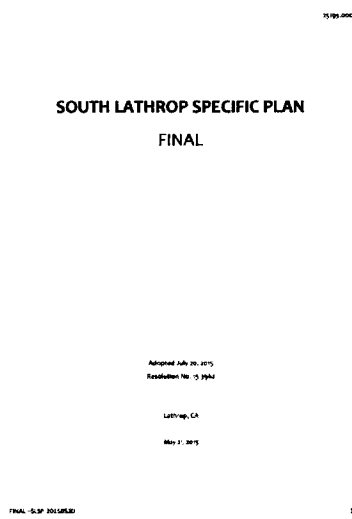
(Yosemite Avenue, Yosemite Court to D'Arcy Parkway)
138' Right-of-Way

Legend

- sw sidewalk
- ls landscape
- c-g curb and gutter
- bl bike lane
- lane driving lane
- shldr shoulder
- R/W right-of-way

* Median to be reduced from 16' to 4' where turn lanes are required.

Source: Lathrop Gateway Business Park Specific Plan



SOUTH LATHROP SPECIFIC PLAN (2015)

The South Lathrop Specific Plan (SLSP) is a planning document that guides development of the approximately 315-acre South Lathrop Specific Plan area, located in unincorporated San Joaquin County to the southeast of the City, bounded by SR 120 in the north, the Union Pacific Railroad right of way to the south and east, and the San Joaquin River to the west. This plan is designed to establish local land uses with a variety of business opportunities that can support the skilled and educated workforce of Lathrop and the local area, specifically by slating land for industrial and commercial development. The plan provides for multiple modes of transportation including automobile, truck, bus transit, bicycle, and pedestrian. The plan, consistent with the General Plan, provides for a biking/pedestrian trail system that will allow safe

and efficient navigation to, from, and through the project site with minimum conflict between automobiles and bicyclists/pedestrians. Policy priorities include:

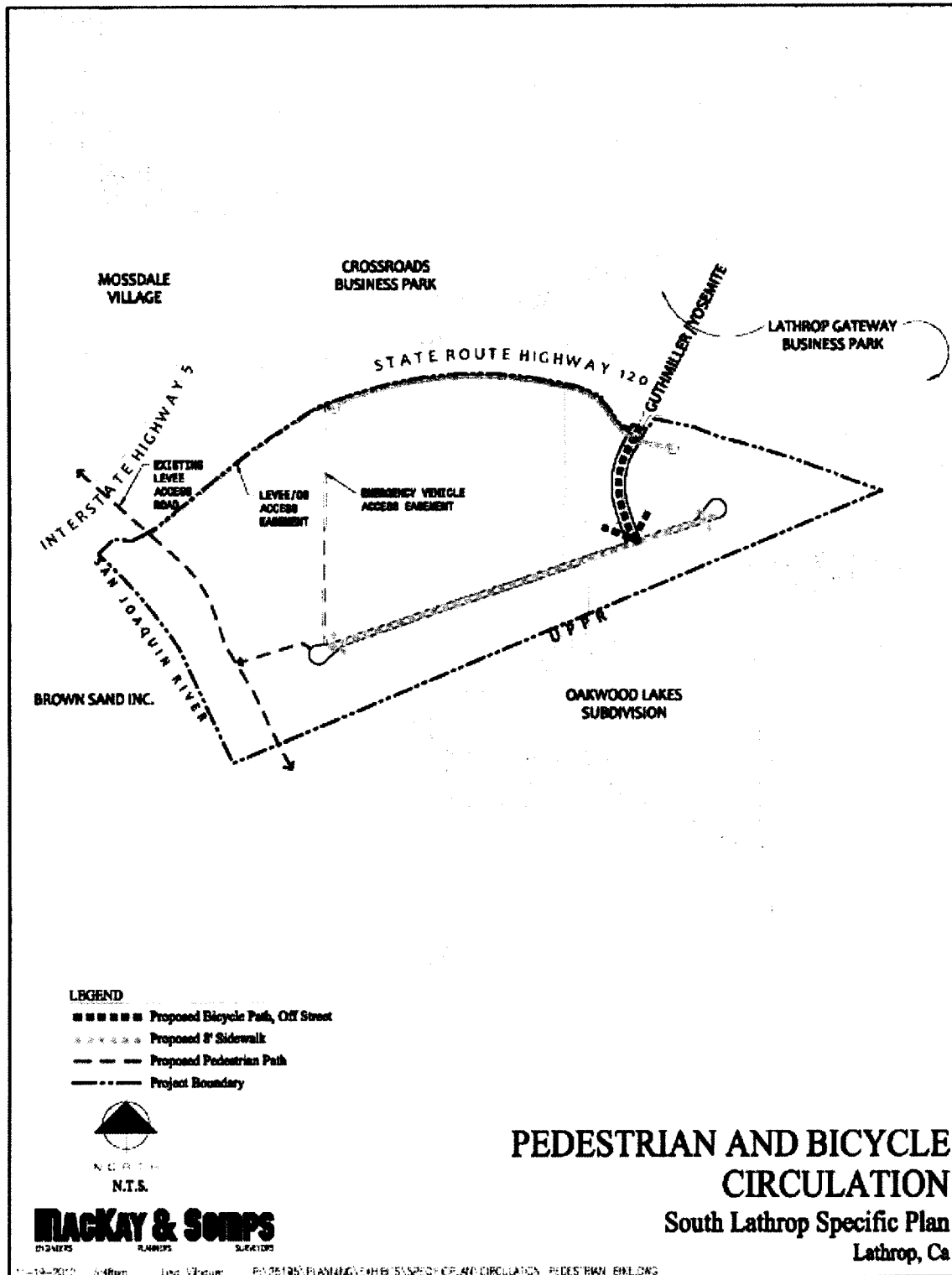
- ◆ Projects should provide a safe environment for all transportation modes.
- ◆ Pedestrians should have continuous, obstruction-free sidewalks.
- ◆ Encourage pedestrian connections between buildings, parking, and adjoining uses.
- ◆ Provide consistent access for bicycles to and around each development area.
- ◆ Auto-oriented land uses should minimize conflict between pedestrians, bicycles, and cars.
- ◆ Each district should provide pedestrian and bicycle connections to adjacent uses.
- ◆ Bicycle and pedestrian connections should be well lit and marked.
- ◆ Accessible building entrances for all modes.
- ◆ Lighting should be designed appropriately as to not create hazardous glare for pedestrians, bicyclists, and vehicles.

Planned bicycle and pedestrian facilities include:

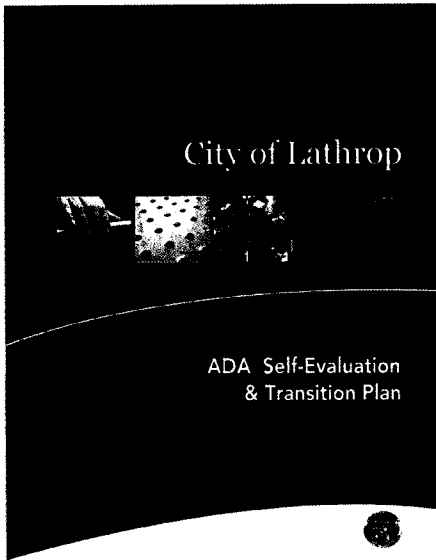
- ◆ Eight feet Class I (off-street) bikeways (with two feet graded shoulder) along arterial roadways
- ◆ Eight feet sidewalks along both sides of the street along arterial and local streets

Figure 7 shows the bicycle and pedestrian circulation map for the SLSP.

Figure 7: South Lathrop Specific Plan – Pedestrian and Bicycle Circulation Map



Source: South Lathrop Specific Plan

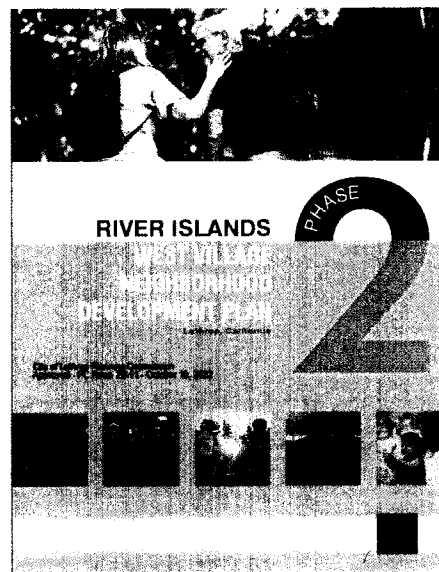


CITY OF LATHROP ADA SELF-EVALUATION & TRANSITION PLAN (2023)

The City of Lathrop Americans with Disabilities Act (ADA) Self-Evaluation & Transition Plan is a document prepared to partially fulfill the requirements of Title II of the ADA. Per the ADA, a city or public entity like Lathrop must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities and this report assists the City in identifying policy, program, and physical barriers to accessibility and it develops barrier removal solutions, facilitating opportunity of access for all. This plan is also required by the federal government as part of Rehabilitation Act of 1973 implementation, as all organizations receiving federal funds must make their programs available without discrimination toward people with disabilities. This plan assesses current policies, practices, and procedures and identifies and makes recommendations to correct policies and practices that are inconsistent with Title II requirements. This plan creates a list of physical barriers to accessibility, details the methods that will be used to remove these barriers and make city facilities accessible, includes a planning level cost estimate for barrier removal, includes a schedule for barrier removal, and includes the name of the person responsible

for plan implementation. Policy recommendations in the plan include:

- ◆ Provide accessible facilities (like parking) at customer service locations.
- ◆ Ensure that temporary pedestrian access routes are provided during construction.
- ◆ Reference the ADA as a recognized standard of construction.
- ◆ Vegetation in the public right of way must be maintained to provide adequate clearance.
- ◆ Prioritize planned pedestrian rights of way projects in the following order:
 - Government offices and facilities
 - Bus stops and transportation facilities
 - Commercial and business areas
 - Employment centers
 - Other areas (residential, underdeveloped)



RIVER ISLANDS WEST VILLAGE NEIGHBORHOOD DEVELOPMENT PLAN PHASE 2 (2022)

The River Islands West Village Neighborhood Development Plan (NDP) Phase 2 is a document that guides development for the active adult community and other neighborhoods within West

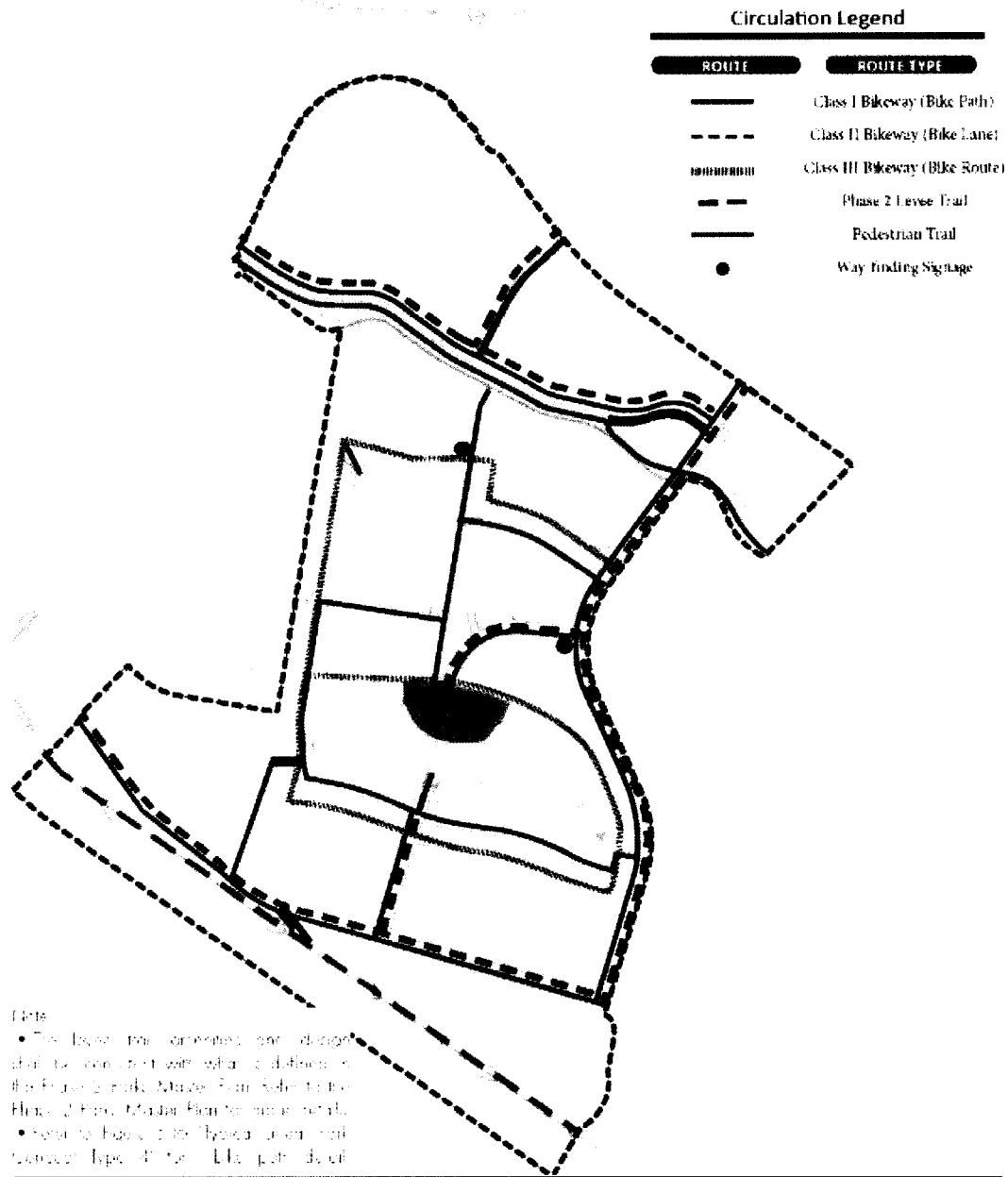
Village. It considers and defines distinct design areas, including neighborhood concept, circulation, streetscapes and entries, parks and open space, landscape and planting, fencing and walls, and site furnishings. The NDP fulfills City requirements for the project at the River Islands at Lathrop Master Planned Community as outlined in the West Lathrop Specific Plan and as specified in the Lathrop Municipal Code. The plan directs the use, development, implementation, and maintenance of developer-constructed portions of the River Islands project. Policy priorities include:

- ◆ Pedestrian and bicycle facilities are laid out to provide safe non-vehicular circulation between the community and key destinations, including park sites. Locations of parks and open spaces ensure that recreational amenities are accessible to all community members, including pedestrians and bicyclists.
- ◆ Local neighborhood streets are scaled to support lower volumes of traffic and encourage pedestrian and bicycle use.
- ◆ Streets within West Village also serve as important neighborhood gateways for pedestrians and bicyclists with safe and walkable sidewalks, landscape buffers, and wide trails to encourage non-motorized mobility throughout the community.
- ◆ Bike/pedestrian facilities are also designed to promote easy access to open space for recreational use.

Figure 8 on the following page shows the West Village bicycle and pedestrian circulation

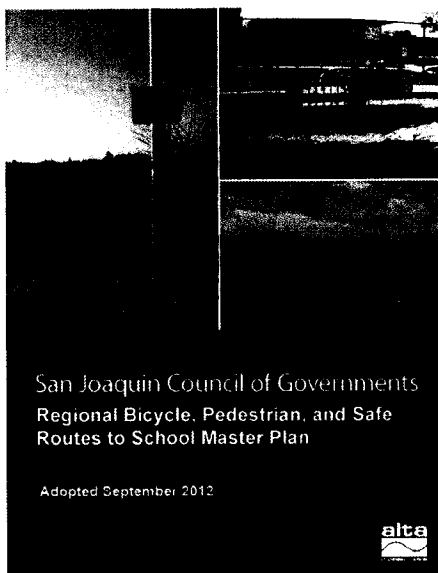
concept plan as part of the River Islands West Village NDP.

Figure 8: River Islands West Village NDP – Circulation Bike and Pedestrian Concept Map



Source: River Islands West Village Neighborhood Development Plan Phase 2

Regional



**SAN JOAQUIN COUNCIL OF GOVERNMENTS
REGIONAL BICYCLE, PEDESTRIAN, AND
SAFE ROUTES TO SCHOOL MASTER PLAN
(2012)**

This Bicycle, Pedestrian and Safe Routes to School (BP-SRTS) Plan recommends bicycle and pedestrian projects for San Joaquin County and its cities (Stockton, Lodi, Manteca, Tracy, Ripon, Escalon, and Lathrop). It identifies bikeways and pedestrian projects of regional significance to prioritize funding and facilitate project implementation. It also helps set Measure K – a bicycle and pedestrian safety and infrastructure funding measure for San Joaquin County – funding priorities. The goal of the BP-SRTS Program Guidelines is to ensure that Measure K funds (Competitive / Non-Competitive) are used to deliver projects that are valued throughout the region.

Table 4 shows the priority bikeway projects for Lathrop, as outlined in the BP-SRTS.

Table 4: SJCOG Regional BP-SRTS – Lathrop Priority Bikeway Projects

Location	Class	Start	End	Miles
Golden Valley Parkway ⁴	2	Paradise Cut	Dos Reis Road	5.28
Yosemite Avenue ⁵	2	End of Street	Yosemite Avenue (former terminus)	0.57
Harlan Road	2	Louise Avenue	Roth Road	3.30
Lathrop Road	2	San Joaquin River	Lathrop-Manteca City Limit	2.56
Louise Avenue	2	Golden Valley Parkway	Lathrop-Manteca City Limit	2.10
Manthey Road	2	Sadler Oak Drive	San Joaquin River	0.62
W. Yosemite Avenue	2	San Joaquin River	W. City Limits	1.21

Source: San Joaquin Council of Governments Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan

Table 5 shows the Vision bikeway network projects, which were developed with guidance from the community’s adopted planning documents at the time of BP-SRTS creation. Lathrop Vision and priority projects are shown in Figure 9.

⁴ Golden Valley Parkway already includes Class 1 bikeway facilities.

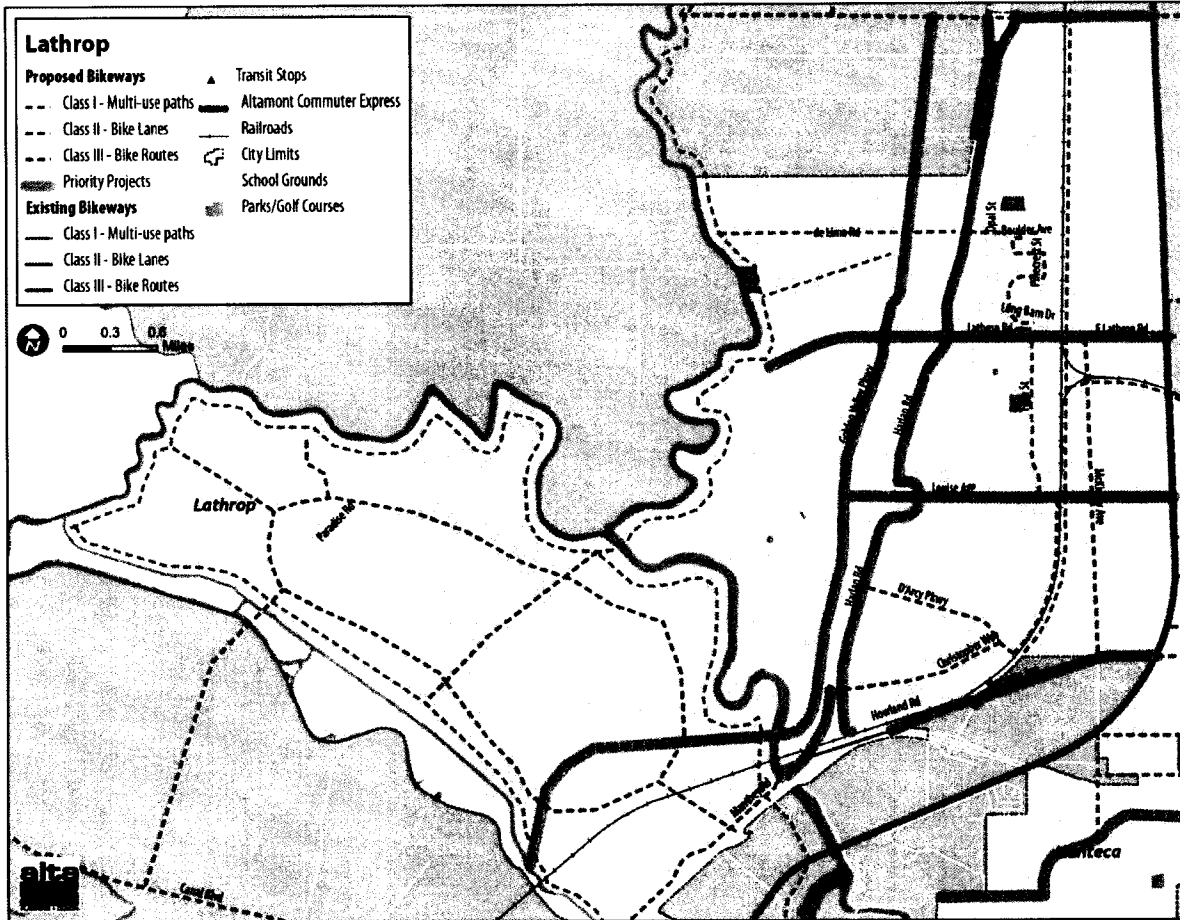
⁵ Formerly Guthmiller Road.

Table 5: SJCOG Regional BP-SRTS – Lathrop Vision Bikeway Projects

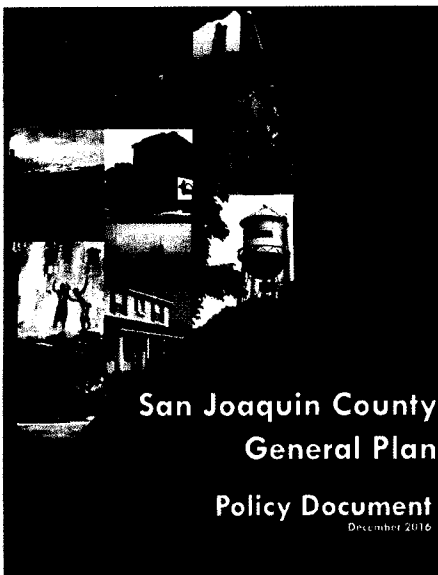
Location	Class	Start	End	Miles
5 th Street	2	Lathrop Road	Thomsen Road	0.52
5 th Street	2	Thomsen Road	Louise Avenue	0.49
7 th Street Trail	1	D'Arcy Parkway	Roth Road	4.11
Canal Boulevard	2	Paradise Road	Manthey Road	3.92
Cedar Valley Drive	2	Stonebridge Road	Woodfield Road	1.10
Christopher Way	2	Harlan Road	D'Arcy Parkway	1.06
D'Arcy Parkway	2	Harlan Road	Yosemite Avenue	1.08
De Lima Trail	1	Manthey Road	San Joaquin River	1.50
Howland Road	2	D'Arcy Parkway	Louise Avenue	1.06
Manthey Road	2	Sadler Oak Drive	San Joaquin River	1.81
Mckinley Avenue	2	Lathrop Road	Yosemite Avenue	2.02
Paradise Cut Bike Lanes	2			10.48
Paradise Cut Trail	1	Old River	San Joaquin River	5.76
Paradise Road	2	Canal Boulevard	Paradise Cut Loop	2.13
Rail Trail	1	7 th Street Trail	Airport Way	1.27
Roth Road	3	San Joaquin River	I-5	2.13
San Joaquin River Greenbelt	1	Paradise Cut Trail		10.50
San Joaquin River Greenbelt	1	Dos Reis Road	Golden Valley Parkway	0.86
San Joaquin River Greenbelt	1	Thomas Paine Slough	Paradise Cut	4.45

Source: San Joaquin Council of Governments Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan

Figure 9: SJCOC Regional BP-SRTS – Lathrop Proposed Bikeways



Source: San Joaquin Council of Governments Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan



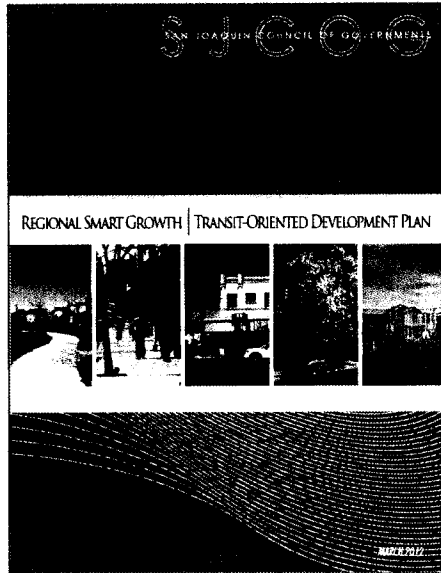
SAN JOAQUIN COUNTY GENERAL PLAN (2016)

PUBLIC FACILITIES AND SERVICES ELEMENT

The Transportation and Mobility section of the Public Facilities and Services Element of the San Joaquin County General Plan provides the framework for decisions in San Joaquin County concerning the countywide transportation system. It promotes the safe and efficient movement of people and goods in and around the county through a variety of travel modes. It encourages a multi-modal transportation system while also acknowledging the rural character of San Joaquin County. Policy priorities include:

- ◆ Encourage the development of a multi-modal transportation system to reduce air pollution and greenhouse gas emissions.
- ◆ Close gaps in roadways, bikeways, and pedestrian networks.
- ◆ Require new streets within Urban Communities to be designed and constructed as complete streets.
- ◆ Encourage complete streets in rural areas for both new and reconstructed roadways.
- ◆ Encourage complete streets along private roadways.
- ◆ Require new roadways in Urban Communities to be complete streets.
- ◆ Implement speed management policies that support safety for pedestrians and bicyclists.
- ◆ Support bicycle safety programs for kids and commuters in the County.
- ◆ Support safe pedestrian crossings at intersections with appropriate facilities and treatments.
- ◆ Encourage bicycle storage facilities at all new major transportation terminals and employment centers.
- ◆ Support connectivity of bicycle facilities and routes between unincorporated areas and cities.
- ◆ Support connectivity of bicycle facilities between residential and commercial areas, employment centers, educational facilities, recreational facilities, and major attractions.
- ◆ Ensure adequate roadway width for planned bicycle facilities on County roads.
- ◆ Ensure safe and convenient pedestrian access to new motor vehicle parking facilities.
- ◆ Maintain the Bicycle Master Plan and implement it as funding is made available.
- ◆ Consider pedestrian safety and accessibility when producing transportation plans, studies, and reports.
- ◆ Require sidewalks be ADA compliant in Urban Communities and City Fringe Areas.

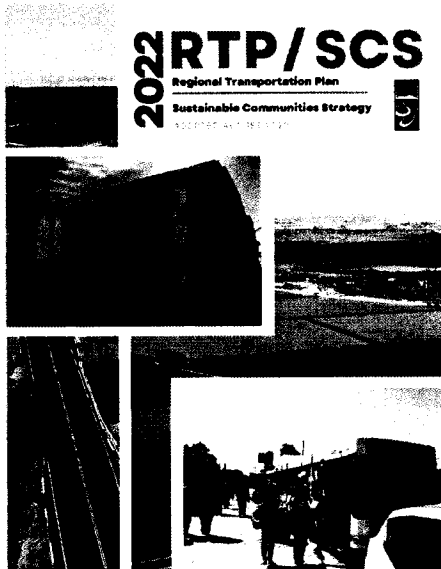
- ◆ Provide bicycle parking at park-and-ride lots to encourage bicycling to them.
- ◆ Encourage new, large employers to provide bicycle racks.



**SJCOG REGIONAL SMART GROWTH |
TRANSIT-ORIENTED DEVELOPMENT (TOD)
PLAN (2012)**

The Regional Smart Growth | Transit-Oriented Development (TOD) Plan provides important contextual information for smart growth development in San Joaquin County. It summarizes local and regional policies, existing and forecasted greenhouse gas emissions, and economic and demographic trend information, all to assist the jurisdictions of San Joaquin County to plan for an environmentally sustainable future. The plan defines smart growth in San Joaquin County as growth that revitalizes central cities and older suburbs, supports and enhances public transit, promotes walking and bicycling, preserves open space and agricultural land, and is context-specific to communities found in San Joaquin County. Smart growth development locates a variety of land uses near each other, making it easier to reach destinations on foot or by bicycle. Smart growth promotes the inclusion of sidewalks, bicycle lanes, pleasant pedestrian

environments, and overall neighborhood design (e.g., streets on a connected grid) that makes it easier to choose active transportation.



REGIONAL TRANSPORTATION PLAN/SUSTAINABLE COMMUNITIES STRATEGY (RTP/SCS) (2022)

The RTP/SCS is a long-range transportation planning document that provides the sustainability vision for San Joaquin County through 2046. It defines what the region wants the future transportation system to look like, what types of decisions will help the region attain its visions, and the performance measures by which the region can assess its progress. Policy priorities include:

- ◆ Improve air quality by reducing transportation-related emissions.
- ◆ Provide transportation improvements to facilitate nonmotorized travel, including the incorporation of complete streets elements.
- ◆ Facilitate projects that reduce the number and severity of traffic incidents.
- ◆ Support local and state efforts for transportation network resiliency, reliability, and climate adaptation.
- ◆ Prioritize projects that make more efficient use of the existing road network.

- ◆ Support transportation improvements that improve economic competitiveness, revitalize commercial corridors and strategic economic centers, and enhance travel and tourism opportunities.
- ◆ Enhance public health through active transportation projects.

California



CALTRANS DISTRICT 10 ACTIVE TRANSPORTATION PLAN (2021)

The California Department of Transportation (Caltrans) District 10 Active Transportation Plan implements the vision of “Toward an Active California,” identifying and prioritizing locations with bicycle and pedestrian needs in Caltrans District 10 with the plan goals of safety, mobility, equity, and preservation.

Caltrans evaluated data about the State Highway System (SHS) from its own inventories, regional plans, local plans, and public engagement, determining where gaps and barriers to walking and bicycling exist along or across the SHS. Location-based needs adjacent to the study area are identified in Table 6 on the following page.

Table 6: Caltrans District 10 Active Transportation Plan – Location-Based Needs

Road Segment	Extents	Crossing or Corridor	Mode
Yosemite Avenue	Crossing of SR 120	Crossing	Bicycle and Pedestrian
Louise Avenue	Crossing of I-5	Crossing	Bicycle and Pedestrian
Lathrop Road	Crossing of I-5	Crossing	Bicycle and Pedestrian
Roth Road	Crossing of I-5	Crossing	Bicycle and Pedestrian

Source: Caltrans District 10 Active Transportation Plan

Locations with needs on the SHS were evaluated and prioritized based on how they align with the goals of Toward an Active California. Scored segments were ranked and

sorted into tiers, with Tier 1 representing the highest intensity of need. Prioritization of location-based needs adjacent to the study area are included in Table 7.

Table 7: Caltrans District 10 Active Transportation Plan – Needs Prioritization

Road Segment	Extents	Crossing or Corridor	Tier (intensity of need)
Yosemite Avenue	Crossing of SR 120	Crossing	Tier 3
Louise Avenue	Crossing of I-5	Crossing	Tier 3
Lathrop Road	Crossing of I-5	Crossing	Tier 3
Roth Road	Crossing of I-5	Crossing	Tier 3

Source: Caltrans District 10 Active Transportation Plan



TOWARD AN ACTIVE CALIFORNIA (2017)

Toward an Active California is the State's first bicycle and pedestrian plan that provides policies and actions for Caltrans and partner agencies to undertake to improve comfort, connectivity, safety, and feasibility of travel by walking and bicycling.

- ◆ By 2040, people in California of all ages, abilities, and incomes can safely, conveniently, and comfortably walk and bicycle for their transportation needs

Organization of this Plan

This ATP is organized into the following chapters:

- ◆ **Introduction** sets the planning context and vision for this plan.
- ◆ **Goals, Objectives, and Strategies** identifies the active transportation aspirations for Lathrop and the actions needed to achieve those aspirations.
- ◆ **Existing Conditions** documents the current walking and bicycling environment.
- ◆ **Stakeholder Engagement** catalogs the public outreach and engagement activities utilized throughout the development of this Plan.

- ◆ **Needs Assessment** highlights areas in the City needing the most attention to improve mobility for people walking and bicycling.
- ◆ **Recommendations** lists potential infrastructure improvements to the active transportation network.
- ◆ **Implementation Plan** provides strategies for activating the Plan, acknowledges potential challenges, and incorporates cost estimates and funding opportunities.

In addition, several appendices provide detailed data, analysis, or documentation:

- ◆ Appendix A: Stakeholder Engagement Documentation
- ◆ Appendix B: Recommendations
- ◆ Appendix C: Bicycle Level of Traffic Stress Analysis
- ◆ Appendix D: Resolution of Plan Adoption

Together, these elements—the Plan and appendices—will guide the City of Lathrop as it works to improve bicycling and walking in the community

GOALS, OBJECTIVES, AND STRATEGIES

This ATP outlines a plan of action to guide the City and its partners as they work to improve walking and bicycle in the Lathrop community.

The goals, objectives, and strategies included in the ATP reflect needs and priorities expressed by members of the community through public outreach activities, as well as City priorities and policies. These goals inform the selection and prioritization of projects, programs, and policies, Milestones set specific targets against which the City can measure success as they implement the recommendations in the ATP.

Goal 1: Enhance mobility by providing a comfortable, connected network of facilities for people to walk, bicycle, and roll.

OBJECTIVE 1

Work to reduce gaps in active transportation networks throughout Lathrop.

STRATEGIES

- ◆ Locate and close active transportation network gaps (both bicycle and pedestrian facilities), prioritizing high stress areas and areas close to key destinations. Implement low stress bicycle and pedestrian facilities up to a half of a mile around schools, transit stops (including the Lathrop-Manteca ACE commuter rail station), major shopping areas, and other key locations.
- ◆ Increase connectivity between the River Islands Community and greater Lathrop

through existing and planned active transportation networks.

- ◆ Increase active transportation connection to local employers, supporting employees and industries such as Tesla, CBC Steel Buildings, and other important employee destinations.
- ◆ Increase connectivity to commercial destinations, benefiting residents and visitors frequenting businesses local businesses.

OBJECTIVE 2

Increase comfort and community connectedness.

STRATEGIES

- ◆ Where feasible, implement bicycle parking, water fountains, benches, shade trees, and other amenities along active transportation networks that increase comfort and usability.
- ◆ Work with local community groups to encourage and train people with group skill rides for families and their children to improve comfort while bicycling.

OBJECTIVE 3

Increase accessibility to recreational activities.

STRATEGIES

- ◆ Locate and close gaps in the active transportation trail network, connecting greater Lathrop to existing and planned recreational activities.

- ◆ Develop wayfinding signage and maps on site to assist user navigation.
- ◆ Implement technologies that highlight active transportation routes. Examples could include interactive digital maps located on the city website, maps user can access via their mobile devices, or other technologies that increase accessibility to recreation information.
- ◆ Host community engagement activities that highlight trail networks.

Goal 2: Encourage active transportation within Lathrop.

Current estimates show that 0.4% of Lathrop residents walked to work and 0.3% bicycled to work in 2021⁶. Creating educational programs or encouragement events focused on active transportation, especially when paired with infrastructure, helps to increase the share of users that walk and bicycle to work.

OBJECTIVE 1

Increase the percentage of people walking and bicycling to work by 5% by 2030.

STRATEGIES

- ◆ Expand bicycle safety education to be a routine part of education for students of all ages and abilities.
- ◆ Encourage employers to incentivize commuting via active transportation modes.
- ◆ Promote community-oriented walking and bicycling encouragement activities. Activities could be oriented around new recreational active transportation networks, routes to school, or on networks that aim to support the connection to the River Islands.
- ◆ Implement a pedestrian and bicyclist evaluation program to track how users respond to infrastructure improvements and non-infrastructure programs. Examples of evaluation programs include an annual pedestrian and bicycle program, and an

annual report card and ride along to track program process.

- ◆ Host open streets events for new developments that highlight the denser, mixed use town center Lathrop is developing in the River Islands community.

Goal 3: Foster a safe environment for pedestrians and bicyclists.

OBJECTIVE 1

Aim to reduce pedestrian and bicyclist deaths and severe injuries by 50% by 2030.

STRATEGIES

- ◆ Develop a Vision Zero Action Plan with emphasis on the Safe Systems approach, which is designing infrastructure that proactively reduces risks and decreases the severity of crashes for all people. Components of the plan should include gathering relevant pedestrian and bicycle safety data, develop community engagement activities that support the creation of Vision Zero initiatives and projects, and create a plan that is context specific with actionable goals and projects to create safer roadways in Lathrop.
- ◆ Prioritize and implement projects that increase safety for bicyclists and pedestrians, especially in areas with historical bicycle and pedestrian fatalities and severe injuries.

OBJECTIVE 2

Where possible, implement complete streets practices that reduce the Level of Traffic Stress (LTS) on streets and roadways from LTS 3 and 4 to 1 and 2.

STRATEGIES

- ◆ Pinpoint segments that historically have collisions or have a high Level of Traffic Stress that disincentivizes people from

⁶ <https://data.census.gov/table?q=means+of+transportation+to+work&g=160XX00US0640704&tid=ACSDT5Y2021.B08006>

walking and bicycling or creates an uncomfortable environment for active transportation users.

- ◆ Implement Complete Street strategies when possible, including, but not limited to:
 - Reductions in number of lanes and lane widths, adding protected bicycle lanes or multi-use paths and wider sidewalks, where applicable, for safer facilities that encourage people to walk or ride a bicycle more often.
 - Increase crossing opportunities, high visibility crosswalks, and curb extensions that shorten crossing distances that allow pedestrians more mobility and safer crossing.
 - Construct medians in junction with lane reduction to create opportunities to plant trees and increase greenspace, provide pedestrian refuges across wide streets, reduce capacity and slow traffic speeds.

OBJECTIVE 3

Improve safety for children and families walking and bicycling to school.

Building knowledge around traffic safety and pride in using active transportation modes at a young age influences children's travel habits for the rest of their lives, so safety programs at school are important to building a bicycling and walking community.

STRATEGIES

- ◆ Prioritize, where possible, Safe Routes to School infrastructure projects within two miles of schools to create safer opportunities for people walking or bicycling to school.
- ◆ Implement non-infrastructure (NI) projects and programs around the five Es of NI -

education, encouragement, equity, engineering, and evaluation.

- ◆ Implement crossing guard programs at schools with active transportation infrastructure to encourage usage. Supplement with Safety Patrol programs that allow students to assist their peers with traffic safety.
- ◆ Support school assemblies and classroom education opportunities, as well as outdoor activities like bicycle rodeos and walking school buses or field trips that provide a variety of ways for students to engage in active transportation.

Goal 4: Prioritize implementing active transportation infrastructure projects that meet the needs of Lathrop's growing population and reduce vehicle miles traveled and greenhouse gas emissions.

OBJECTIVE 1

Prioritize creating active transportation networks near medium and high-density housing and mixed-use residential developments.

STRATEGIES

- ◆ The SJCOG Regional Transportation Plan/Sustainable Communities strategy references the California Air Resource Board (CARB) and SB 375, which set a regional goal of reducing GHG emission by 16% of 2005 level by 2035,⁷ and CARB asserts that policies and programs resulting in per capita VMT reduction are partly responsible for emission reductions.⁸ As Lathrop develops the River Islands community as well as adds housing throughout other areas of Lathrop, developing pedestrian and bicycle networks, and implementing complete streets practices in areas zoned for medium to high

⁷ <https://www.sjcog.org/DocumentCenter/View/7282/Ch-1-Introduction-Final>

⁸ <https://ww2.arb.ca.gov/resources/documents/carb-2017-scoping-plan-identified-vmt-reductions-and-relationship-state-climate>

residential density and mixed-use designations will help Lathrop meet VMT and GHG emission reduction goals, even as the population rises.

- ◆ Establish bicycle parking with a focus on mixed use and higher density residential areas.
- ◆ Consider park and ride facilities for bicycles and cars at train stations to encourage rail travel, or near recreational sites to improve access to the outdoors.



EXISTING CONDITIONS

Understanding the existing conditions, current challenges, and prime opportunities helps lay the foundation for strategic active transportation project, program, and policy recommendations that meet the needs of the Lathrop community. This chapter supports these recommendations by first providing a detailed record of the City as we find it today, including local context, transportation behavior, existing transportation network, safety, level of traffic stress (LTS), and current programs.

Local Context

The City of Lathrop is currently experiencing tremendous growth. In May 2022, Lathrop was identified by the California State Department of Finance as the second “fastest growing city with a population over 30,000,” attracting a significant number of new residents. These new residents are relocating from the Bay Area and elsewhere, likely benefiting from flexible work-from-home policies begun during the COVID-19 pandemic and seeking lower housing costs. In one example, the mixed-use master-planned River

Islands community within Lathrop is an area where former Bay Area dwellers now make up a high proportion of new residents. Amenities such as walking trails, recreational facilities, new schools, and proximity to the San Joaquin River add to the desirability of the community. River Islands' developers are also seeking to encourage relocation of established corporate businesses from the Bay Area and elsewhere by marketing mixed-use campus sites ready and prepped for ground-breaking and development. Lathrop is growing.

The City's business-friendly environment is home to leading technology, e-commerce, and food-related companies including Tesla, Wayfair, and In-N-Out who have established large-scale operations in Lathrop. Though these conditions make the City attractive, they also bring challenges. The combination of new residents and jobs will undoubtedly increase motor vehicle trips and traffic within and through the City if changes to the transportation network do not accompany this growth.

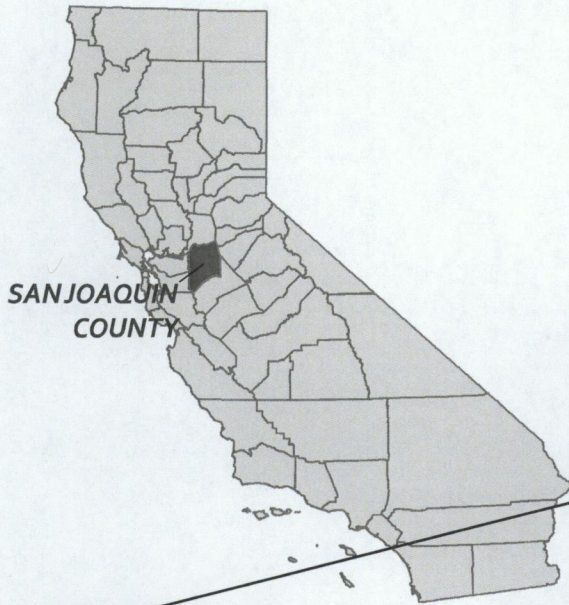
Land Use and Major Destinations

The City of Lathrop is in the Northern San Joaquin Valley – near the crossroads of Interstate 5 (I-5), Interstate 205 (I-205), and State Route 120 (SR 120) – nine miles south of the city of Stockton. Lathrop, divided by the San Joaquin River, I-5, and the Union Pacific Railroad right of way, is approximately 23 square miles in geographic area. Lathrop is the fifth most populous city in San Joaquin County and is located within California's largest agricultural region, the Central Valley. The communities of French Camp and Stockton are located to the north, Manteca to the east, and Tracy to the

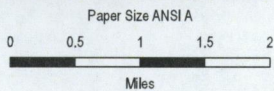
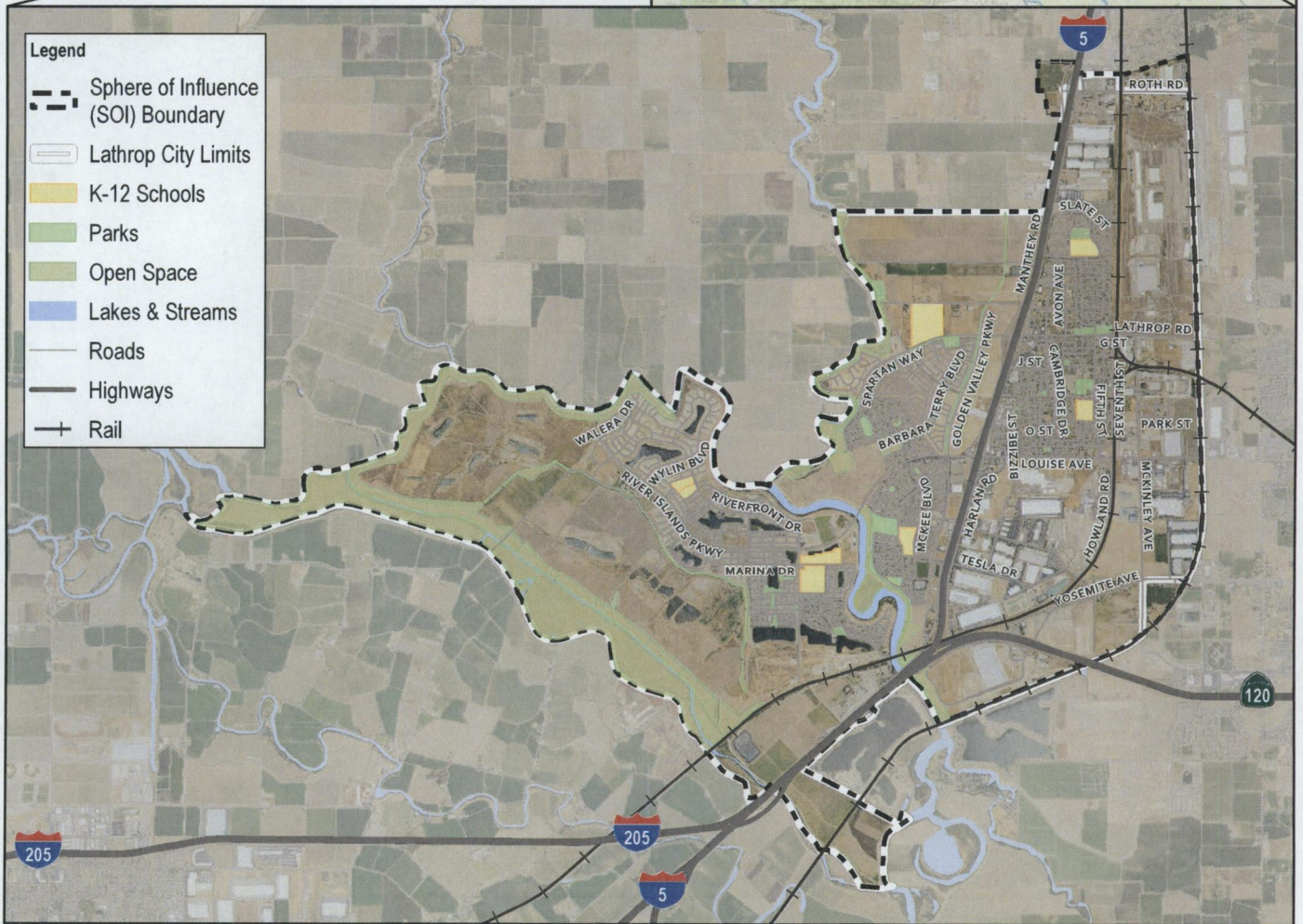
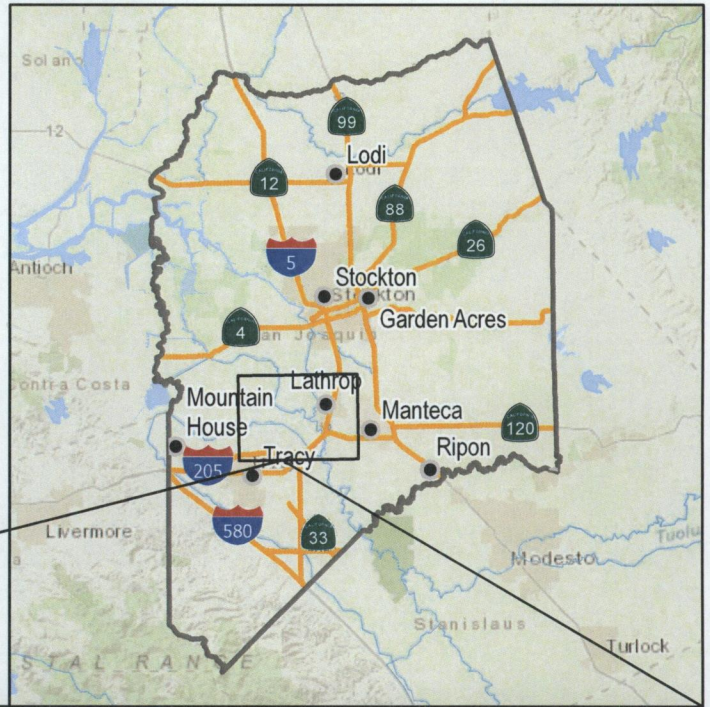
southwest. For additional location context, see the vicinity map in Figure 10.

Lathrop's agricultural origins and relatively recent incorporation in 1989 are reflected in its current development pattern. Neighborhoods of auto-oriented, lower-density residential areas surrounded by open space and agricultural uses flow into commercial and industrial tracts that abut interstate highway and freight rail corridors. Lathrop's more recent development patterns did not grow from a centralized urban downtown core with a street grid pattern. Instead, the community has utilized master planning and strategic annexations as it matures (see Figure 12), resulting in residential subdivisions with discontinuous street networks, often with loop streets and cul-de-sacs. These subdivisions are frequently bisected by north-south and east-west collector streets, with connections between each larger residential area provided by wider, multi-lane arterial streets.

Large commercial and industrial employment centers are concentrated along I-5, SR 120, and the Union Pacific ROW. Schools, parks, and open space are scattered throughout the City, within walking distance for some residents (see Figure 11). The San Joaquin River is the most significant geographic feature within the community, providing many current and future opportunities for neighborhood-accessible recreation and an important resource for local and migratory wildlife.



SAN JOAQUIN COUNTY

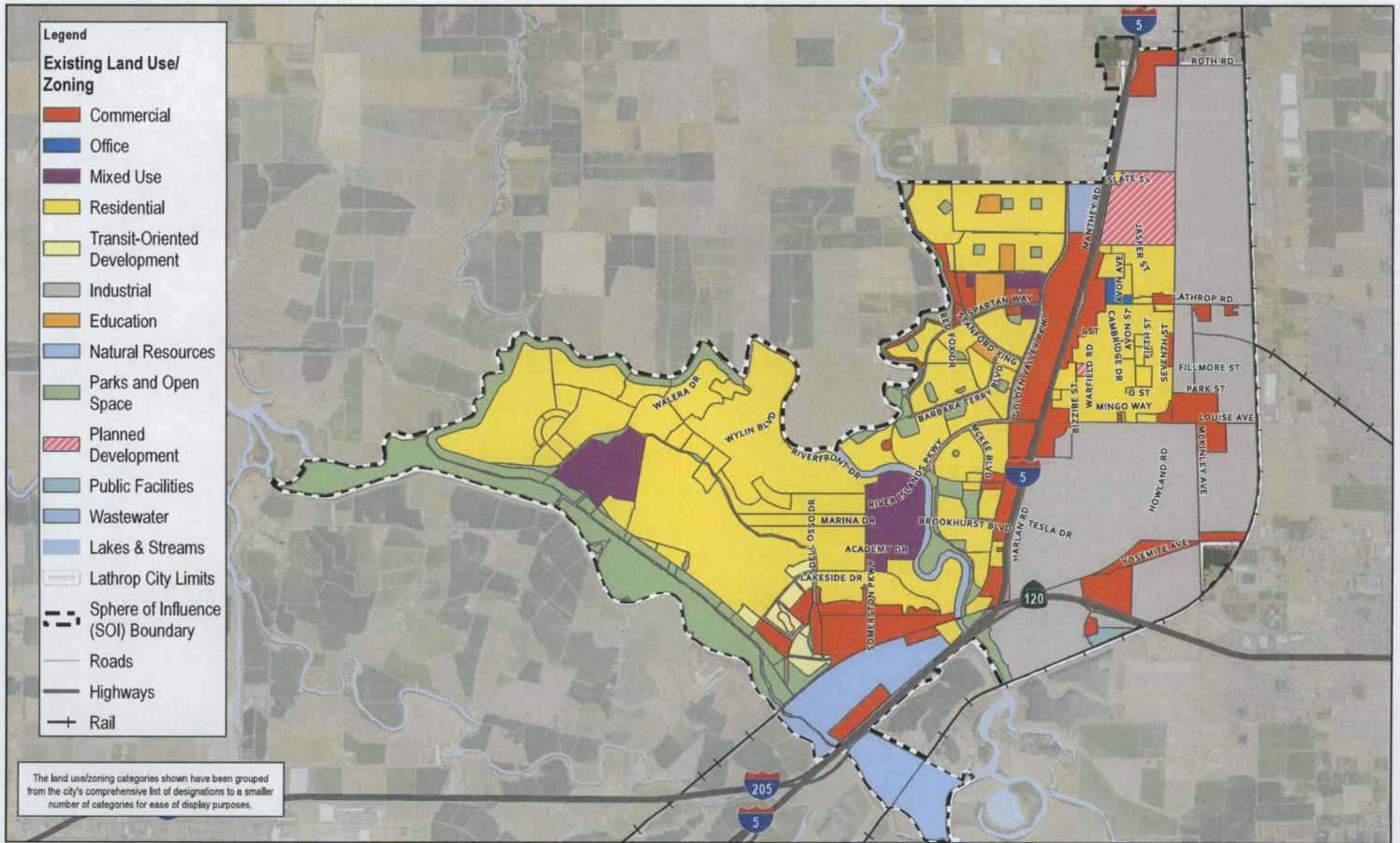


**CITY OF LATHROP
ACTIVE
TRANSPORTATION
PLAN**

Project No. 12594140
Revision No. A
Date Jun 2023

**CITY OVERVIEW &
REGIONAL VICINITY**

FIGURE 10



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 Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California III FIPS 0403 Feet



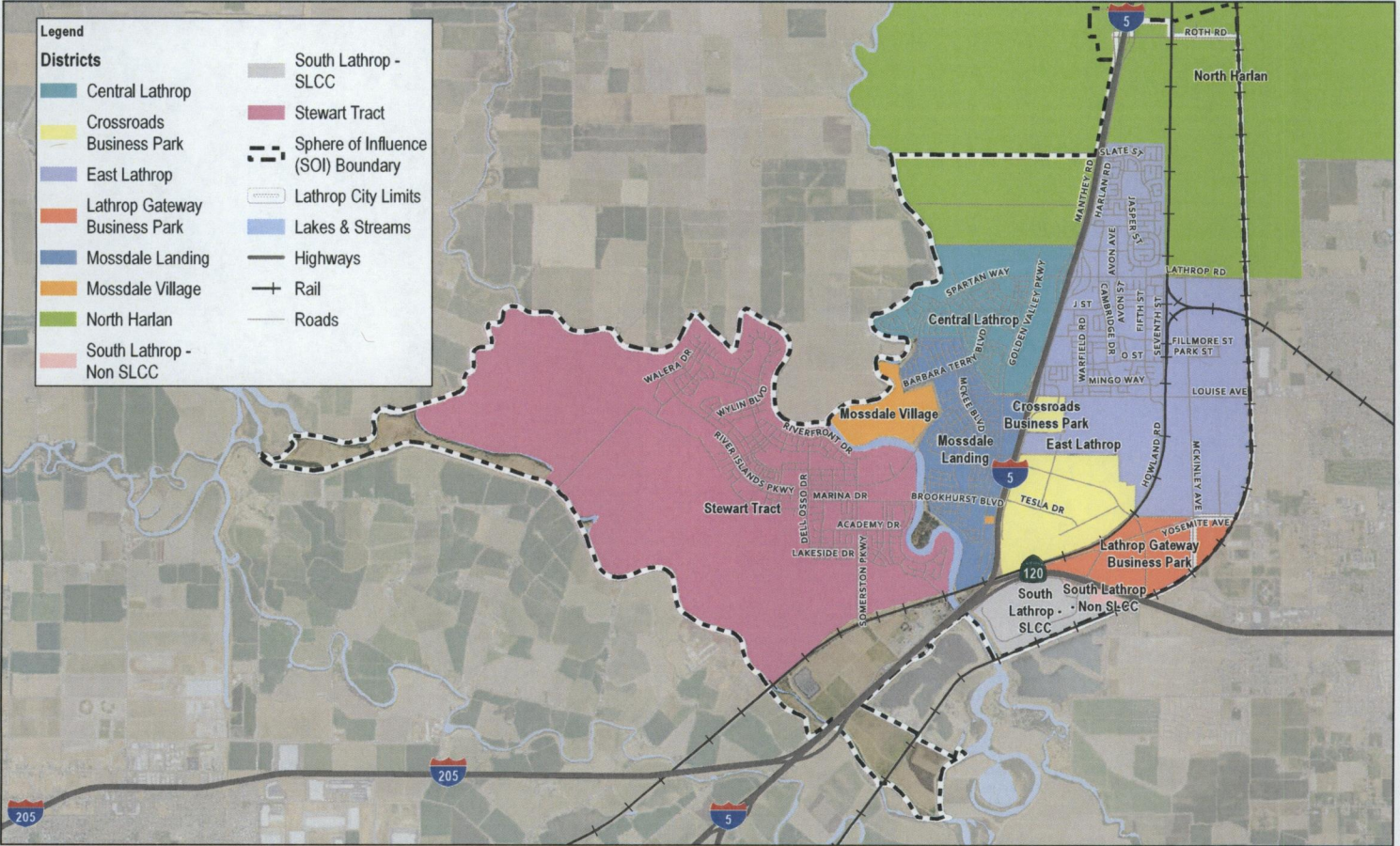
CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

**EXISTING
 LAND USE/ZONING**

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 11

g:\d\g\h\GIS\arcgis\arcmap\12594140\GIS\Map\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 11 LU-ZONING
 Print date: 23 Jun 2023 - 20:54
 Data source: EnterGov\Aerials_2020 City of Lathrop; Geographic Technologies Group; Highways: TIGER, 2021; Parks, Schools: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023
 Created by: ppeel



Legend

Districts

- Central Lathrop
- Crossroads Business Park
- East Lathrop
- Lathrop Gateway Business Park
- Mossdale Landing
- Mossdale Village
- North Harlan
- South Lathrop - Non SLCC
- South Lathrop - SLCC
- Stewart Tract
- Sphere of Influence (SOI) Boundary
- Lathrop City Limits
- Lakes & Streams
- Highways
- Rail
- Roads

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CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

**SPECIFIC
 AREA
 BOUNDARIES**

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 12

ghd\deligh\GIS\Sacramento - 2200 21st\Projects\156112594140\GIS\Maps\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 12 Specific Area Boundaries
 Print date: 23 Jun 2023 - 20:56

Data source: EnerGov/Aerials, 2020 City of Lathrop; Geographic Technologies Group; Highways: TIGER, 2021; Parks: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023
 Created by: jpsw

Demographics

All demographic data reflects 2021 American Community Survey 5-year Estimates from the United States Census Bureau, unless otherwise indicated.

POPULATION

Lathrop is home to roughly 33,670 residents,⁹ an average household size of 4.02 or 7,349 households, with a growth rate of 6.63 percent per year.

AGE

As shown in Table 8, residents 19 years of age and under account for nearly one third of the City of Lathrop's population. A majority of those 19 and under are unable to drive themselves in personal vehicles, suggesting a sizable need for safe places to walk, bicycle, or take transit to their destinations.

Table 8: Age of Lathrop Residents

Age Group	Percent
19 years and under	31.9%
20-44	35.5%
45-64	22.1%
65 and over	10.4%

American Community Survey 2021 5-year Estimates

INCOME

Median household income in Lathrop is \$99,632, which is both greater than the San Joaquin County median of \$80,681 as well as the California median of \$84,907.

ACCESS TO CARS

The California Healthy Places Index (HPI) ranks the City of Lathrop within the 69.7 percentile for automobile access,¹⁰ greatly exceeding the San Joaquin County average of 32.1. Using HPI's

latest data source (ACS 2015-19), just under 3 percent, or nearly 648 Lathrop residents, do not have access to a car. If extrapolated to today's population, that's about 909 people that may rely on walking, bicycling, or taking transit for their daily transportation needs.

DISADVANTAGED COMMUNITIES

Disadvantaged communities are often burdened by a lack of appropriate facilities for bicycling and walking.¹¹ The presence of disadvantaged communities, including those with lower socioeconomic status, communities of color, and communities faced with environmental or pollution burden, can be measured in several ways. In 2019, the City prepared a General Plan Existing Conditions Report as part of the General Plan Update using the California EnviroScreen 3.0 tool from the State Office of Environmental Health Hazard Assessment. Using data analysis, the report notes that all areas within the General Plan Planning Area are designated as disadvantaged communities.

This Plan identifies disadvantaged communities using the updated California EnviroScreen 4.0 tool, providing a spatial assessment of the environmental health hazards present in different areas of the City. These hazards are mapped and scored based on the pollution burden from things like diesel engine particulate matter, drinking water contaminants, and hazardous waste as connected to the characteristics of the local population, including rates of asthma, cardiovascular disease, poverty, and unemployment.

Figure 13 shows the range of CalEnviroScreen 4.0 results for census tracts in the City of Lathrop, with the red color indicating a score of

⁹ US Census Bureau, *Population Estimates, July 1, 2022 (V2022)*

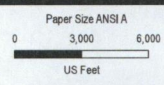
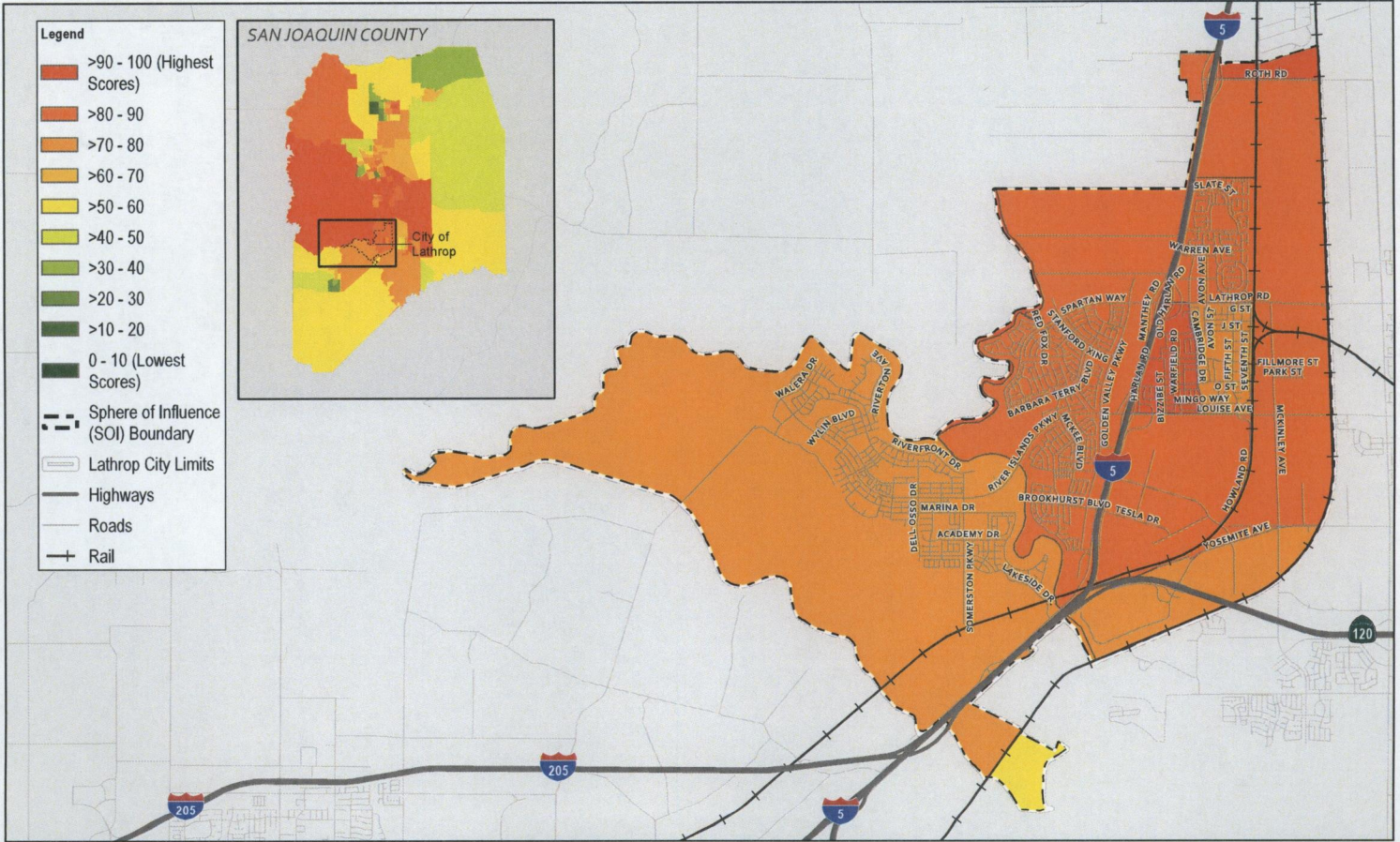
¹⁰ California Healthy Places Index. <https://www.healthypacesindex.org>

¹¹ California Environmental Protection Agency. *Proposed SB 535 Disadvantaged Communities. October 2021.*

<https://oehha.ca.gov/calenviroscreen/sb535>

greater than 90 to 100, areas with the most serious environmental health hazards. As all census tracts in the City are within the 25% highest scoring census tracts, all areas in the City of Lathrop are again designated by the California Environmental Protection Agency as disadvantaged communities.

Figure 14 depicts Median Household Income for Lathrop, providing additional context for important disadvantaged community indicators.



Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California III FIPS 0403 Feet

CITY OF LATHROP
ACTIVE TRANSPORTATION PLAN

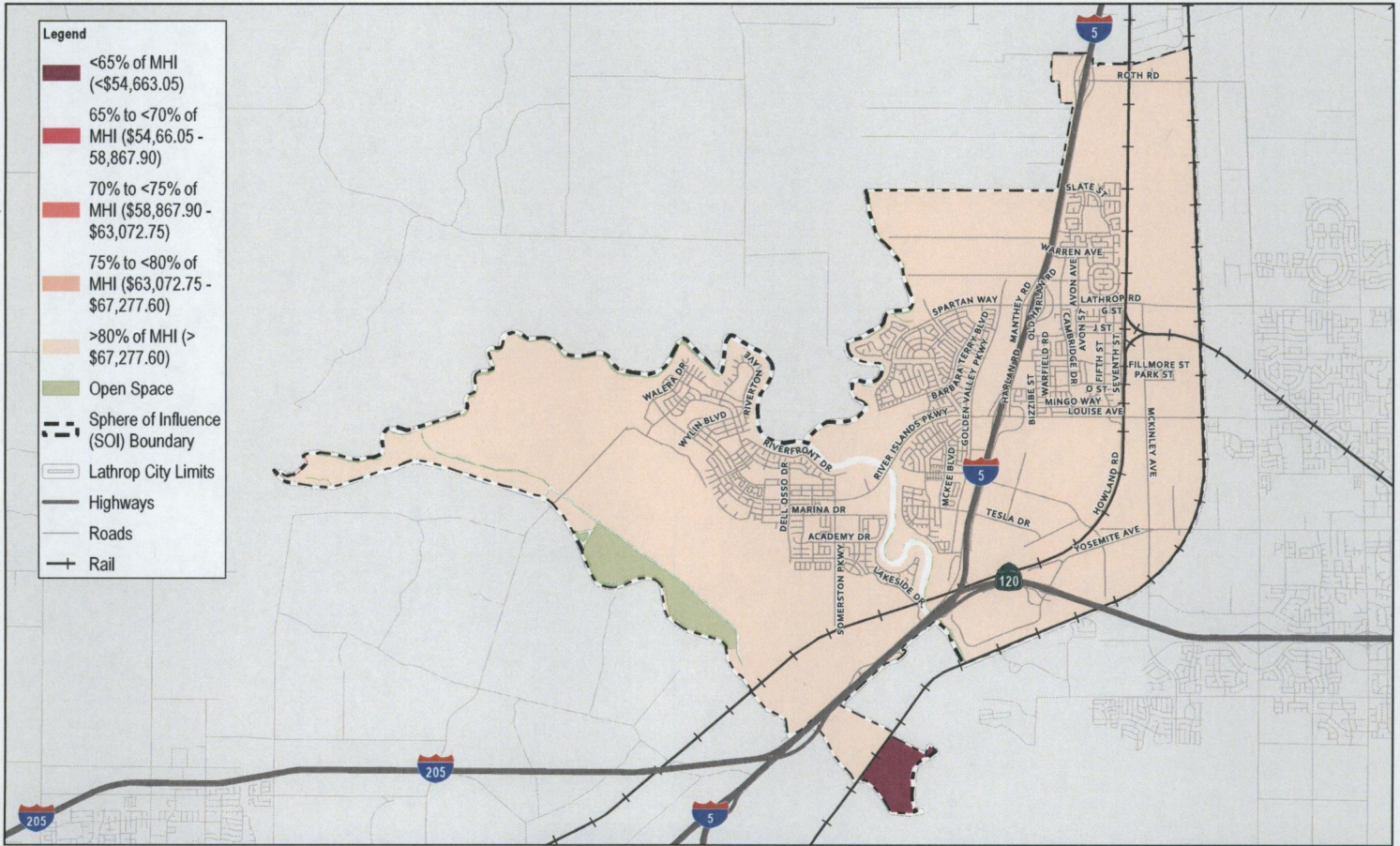
Project No. 12594140
Revision No. A
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**CALENVIROSCREEN (CES)
4.0 RESULTS**

FIGURE 13

ghd\high\gdi\SSacramento - 2202 2168\projects\651112594140\GIS\Map\Deliverables\01_ExistingConditions\01_ExistingConditions.aprx - 12594140_001_Figure 13 DAC - CES 4.0
Print date: 23 Jun 2023 - 20:58

Date source : Highways: TRIPER, 2021; Parks, Schools: San Joaquin County, 2023; Road: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023; CES 4.0: CA OEHPA, 2021
Created by: rpaal



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lightwell@GHD.com - 2020 21st Project/156112594140/GIS/Maps/Deliverables/001_ExistingConditions/001_ExistingConditions.aprx - 12594140_001_Figure 14.DWG - 2021.MHI
Print date: 09 Jun 2023 - 13:57
Data source: Highways: TIGER, 2021; Parks, Schools: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023; MHI: U.S. Census ACS 2017-2021 5-year estimates, Table B19013
Created by: gwend

Transportation Behavior

Commute to Work

MODE OF TRANSPORTATION

Over 75 percent of employed residents in Lathrop drive alone to work, according to 2021 5-year estimates from the American Community Survey. The City, however, does exhibit a noticeably higher carpool rate than the county or state, at over 13 percent, possibly due to its reputation as a bedroom community for the job-rich Bay Area and Silicon Valley.

Very few people walk or bicycle to work in Lathrop, with under 2.5 percent using these modes. Table 9 provides a comparison of rates in Lathrop with San Joaquin County and the state as a whole. Travel time to work, discussed in the next section, may provide some context for the low active transportation commute rates.

Table 9: Mode of Transportation to Work

	Lathrop	San Joaquin County	California
Drive alone	75.4%	75.4%	70.6%
Carpool	13.2%	10.4%	9.6%
Public transit	1.1%	0.7%	4.0%
Walk	0.4%	0.7%	2.1%
Taxicab, motorcycle, bicycle, other	2.0%	1.6%	2.4%
Work from home	8.0%	11.2%	11.3%

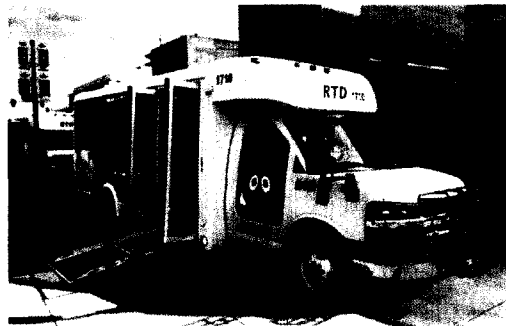
American Community Survey 2021 5-year Estimates

TRAVEL TIME TO WORK

Travel time to work is aggregated in ten-minute increments. More than 64 percent of workers who live in Lathrop travel 60 minutes or more to their workplace, suggesting most workers who

live in Lathrop commute to employment centers in Silicon Valley, the Bay Area, and Sacramento.

While long commutes may be unlikely candidates to shift to walking or bicycling, about 0.9 percent of workers in Lathrop, or nearly 4,000 people, travel less than 10 minutes to work each day. An additional 8.2 percent, or more than 35,000 people, travel between 10 and 20 minutes to work. If improved connections between residential neighborhoods and employers within Lathrop are created, these short commutes represent opportunities to increase walking and bicycling trips.



San Joaquin RTD County Hopper

Transportation Network

Streets and Highways

Most of Lathrop is organized into residential, agricultural, and industrial subdivisions bisected by a handful of major arterials. Many of these arterials are four to six lanes wide and typically intersect with other arterials at signalized intersections.

Within the subdivisions, collector streets provide access to residential neighborhoods characterized by cul-de-sac and loop streets in some neighborhoods. Older neighborhoods east of I-5 exhibit a pattern of streets mostly oriented north-south and east-west, but without the frequent intersections of a grid pattern.

I-5 runs north-south, and SR 120 runs east-west from the I-205 terminus toward Manteca and

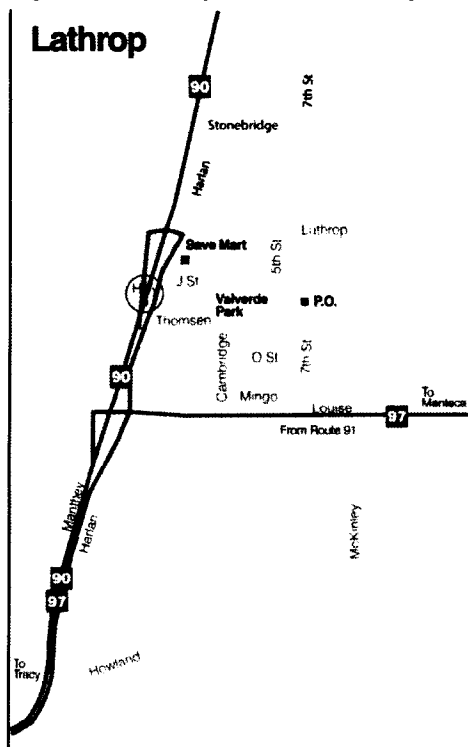
points east, providing regional connections. I-5 bisects east and west Lathrop and SR 120 bisects northeast and southeast Lathrop, which present connectivity and safety challenges for people walking and bicycling.

Transit

Lathrop does not have its own transit system, unlike some neighboring communities. San Joaquin Regional Transit District (RTD) is San Joaquin County's public transit system, which operates 63 transit routes countywide and provides transit service to Lathrop, in addition to the communities of Lodi, Ripon, Thornton, French Camp, Manteca, and Tracy as well as local and regional service to the city of Stockton.

RTD operates three transit routes serving the City of Lathrop: 90, 97, and 150. shows routes 90 and 97 within Lathrop.

Figure 15: Lathrop Service Area Map



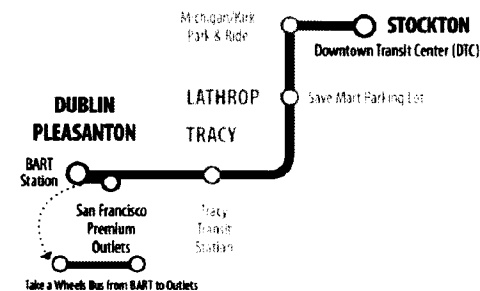
Source: SJCOG/San Joaquin RTD

Route 90 is an intercity County Hopper route providing deviated fixed-route service. It

connects Stockton, Lathrop (at Lathrop Road and Harlan Road), and Tracy and it accommodates passengers who are not able to reach their destinations in more rural areas by allowing route deviations of up to one mile. Reservations are required. Route 97 is also a County Hopper route with deviated fixed-route service. It connects Tracy, Lathrop (at Louise Avenue and Harlan Road), and Manteca.

Figure 16 shows route 150, a commuter bus service connecting Stockton's Downtown Transit Center and the Dublin/Pleasanton BART heavy rail station in the Tri-Valley via Lathrop (at the Save Mart Parking Lot on Harlan Road).

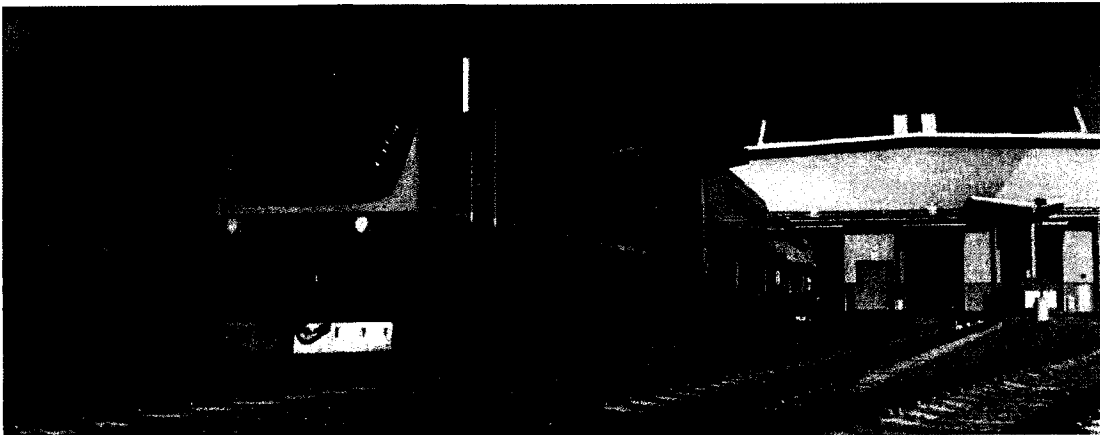
Figure 16: RTD Route 150 Map



Source: San Joaquin RTD

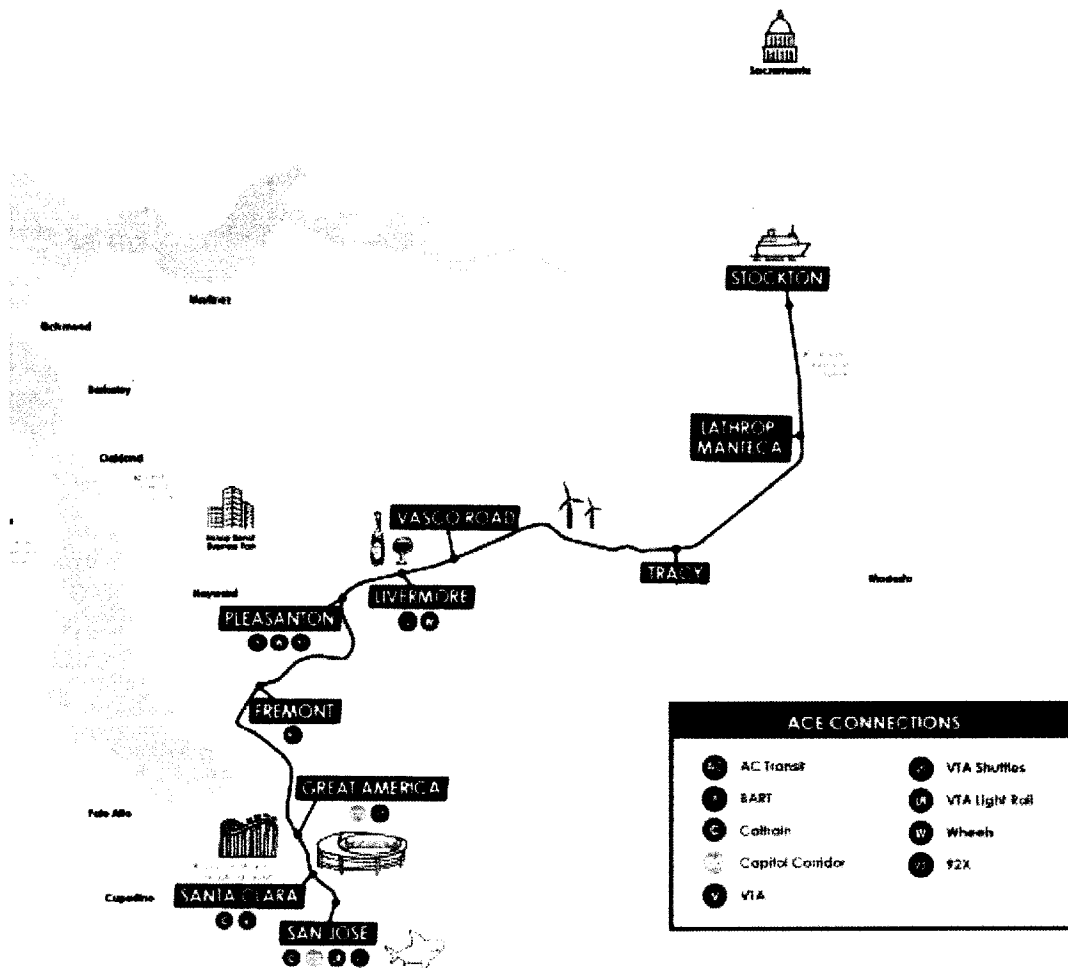
RTD operates a Dial-A-Ride ADA paratransit service to meet the needs of seniors and people with disabilities. It also operates a pilot program called RTD Van Go! that provides on-demand rideshare service (demand-response) countywide that can be booked up to 48 hours in advance via desktop or mobile app.

Lathrop is also served by commuter rail via the Lathrop/Manteca Altamont Corridor Express (ACE) Station, located near W Yosemite Ave and Shideler Pkwy, along the border between Lathrop and Manteca. ACE provides four westbound trains in the morning and four eastbound trains in the evening connecting Stockton to Silicon Valley and San Jose via Lathrop and surrounding communities as well as via the Tri-Valley. Figure 17 shows the ACE route map and regional connections. Figure 18 shows major destinations and transit in Lathrop.

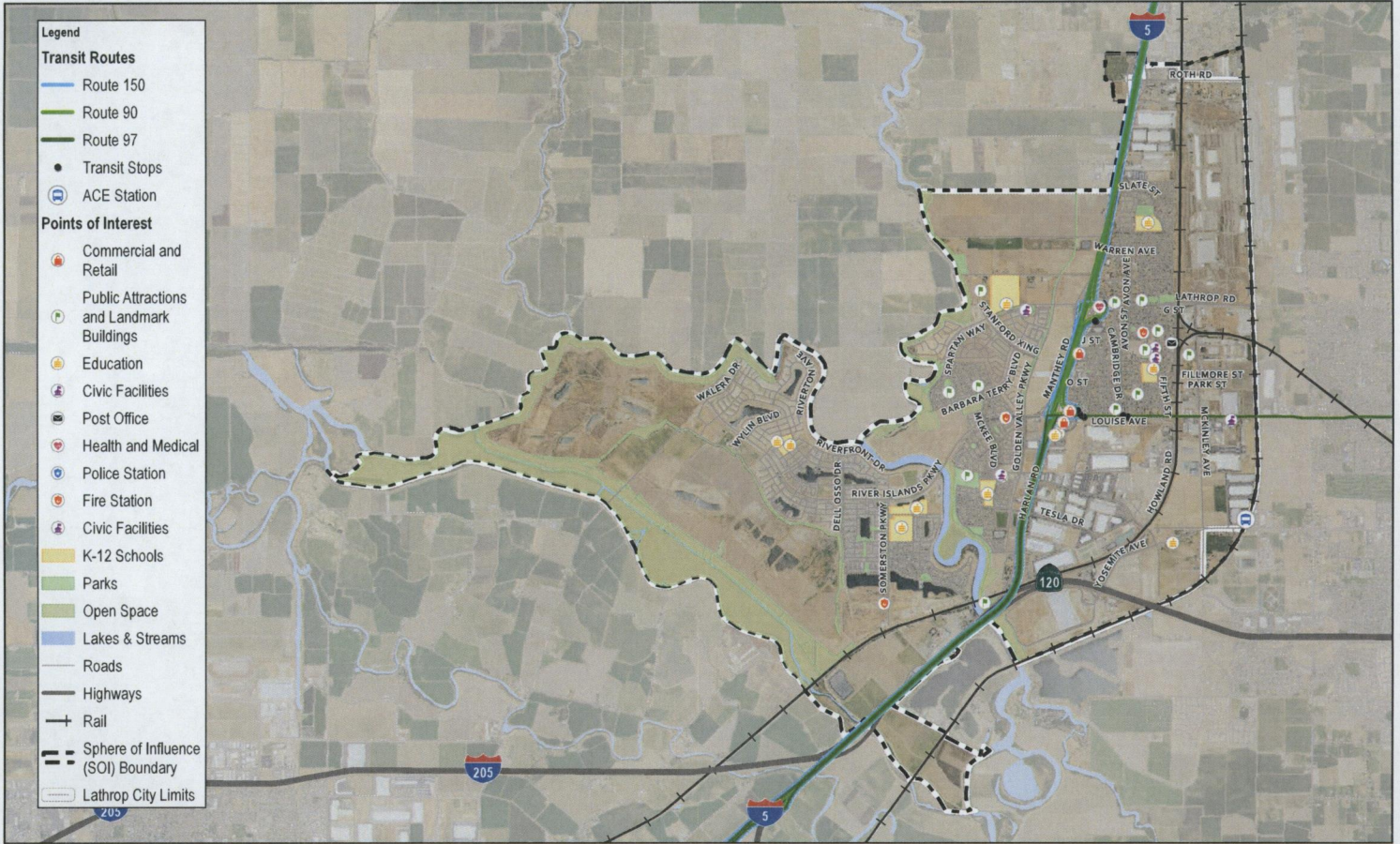


Source: ACE

Figure 17: ACE Route Map and Connections



ACE provides regional connections north to Stockton and southwest to the Tri-Valley and Silicon Valley. Source: ACE.



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CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

MAJOR DESTINATIONS
 & TRANSIT

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 18

ghd\del\ghd\US\Sacramento - 2000 21st\Projects\56112594140\GIS\Maps\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 17 Major Destinations-Transit
 Print date: 23 Jun 2023 - 21:00

Data source: Esri\Gow\Aerials_2020 City of Lathrop, Geographic Technologies Group; Highways: TIGER, 2021; Parks: San Joaquin County, 2023; Roads: City of Lathrop, 2020; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023
 Created by: pped



The City of Lathrop is served by Altamont Corridor Express (ACE) commuter rail at the Lathrop/Manteca Station.

SJCOG UNMET TRANSIT NEEDS ASSESSMENT FY 23-24 DRAFT

As administrator for Transportation Development Act (TDA) funds for San Joaquin County, SJCOG is tasked with performing an annual Unmet Transit Needs (UTN) Assessment, including extensive public outreach. Unmet Transit Needs are “those trips required - but not currently provided and not scheduled to be provided within San Joaquin County - for residents who use or would use public transportation to meet their life expectation.”

The Unmet Transit Needs Assessment noted that RTD and the City were working together on a Community Needs Public Transit and Apportionment Study to evaluate existing routes and identify new community areas to provide transit service. This study will include significant attention to enhancing transit connections between River Islands and the Lathrop/Manteca ACE Station.

The 2023-24 Draft review allowed significant public outreach, including public hearings, presentations, as well as the public distribution of UTN flyers at key locations throughout the county, including Lathrop City Hall. SJCOG’s findings determined that there are no Unmet needs identified for the City of Lathrop during this assessment, as no Lathrop-related public input was provided.

Bicycle Facilities

The City of Lathrop has an existing network of bikeways throughout the community, consisting of Class I shared-use paths and Class II bicycle lanes. Class I facilities are located west of I-5, especially throughout the River Islands community. Class II facilities are primarily along the same roadways as the Class I facilities west of I-5; east of I-5 they serve as the primary bicycle facilities. With this existing bikeway backbone, however, high-stress routes and crossings as well as gaps and barriers remain.

Bikeway planning and design in California typically relies on guidelines and standards established in the Caltrans *Highway Design Manual*. There are four “classes” of bicycle facilities that provide varying levels of separation and comfort for bicyclists. These classes are described below. Existing bikeways in Lathrop, by class, are summarized in Table 10 and illustrated in Figure 19.

Table 10: Existing Bikeway Miles

Bikeway Class	Existing Miles
Class I Shared Use Path	25.46 mi
Class II Bicycle Lanes	14.5 mi
Class III Bicycle Routes	0.0 mi
Class IV Separated Bikeways	0.0 mi

Source: SJCOG’s San Joaquin County Bike Maps

CLASS I SHARED USE PATHS

Class I shared use paths are paved trails completely separate from the street. They allow two-way travel by people walking and bicycling and are considered the most comfortable facilities for children and inexperienced bicyclists as there are few potential conflicts with people driving.

CLASS II BICYCLE LANES

Class II bicycle lanes are striped preferential lanes in the roadway for one-way bicycle travel. Some bicycle lanes include a striped buffer on one or both sides of the lane to increase

separation from the traffic lane or from parked cars, where people may open doors into the bicycle lane.

CLASS III BICYCLE ROUTES

Class III bicycle routes are signed routes where people bicycling share a travel lane or shoulder with people driving. Because they are shared facilities, bicycle routes are typically appropriate only on quiet, low-speed streets with relatively low traffic volumes.

Some bicycle routes include shared lane markings or “sharrows” that recommend proper bicycle positioning in the center of the travel lane and alert drivers that bicyclists may be present. Others include more robust traffic calming features to promote safety and comfort for people bicycling and are known as “bicycle boulevards.”

CLASS IV SEPARATED BIKEWAYS

Class IV separated bikeways are on-street bicycle facilities that are physically separated from motor vehicle traffic by a vertical element or barrier such as curbs, bollards, or vehicle parking aisle. They can allow for one- or two-way travel on one or both sides of the roadway.

Additional Bicycle Facilities

BENNIE AND JOYCE GATTO HISTORIC TRAIL

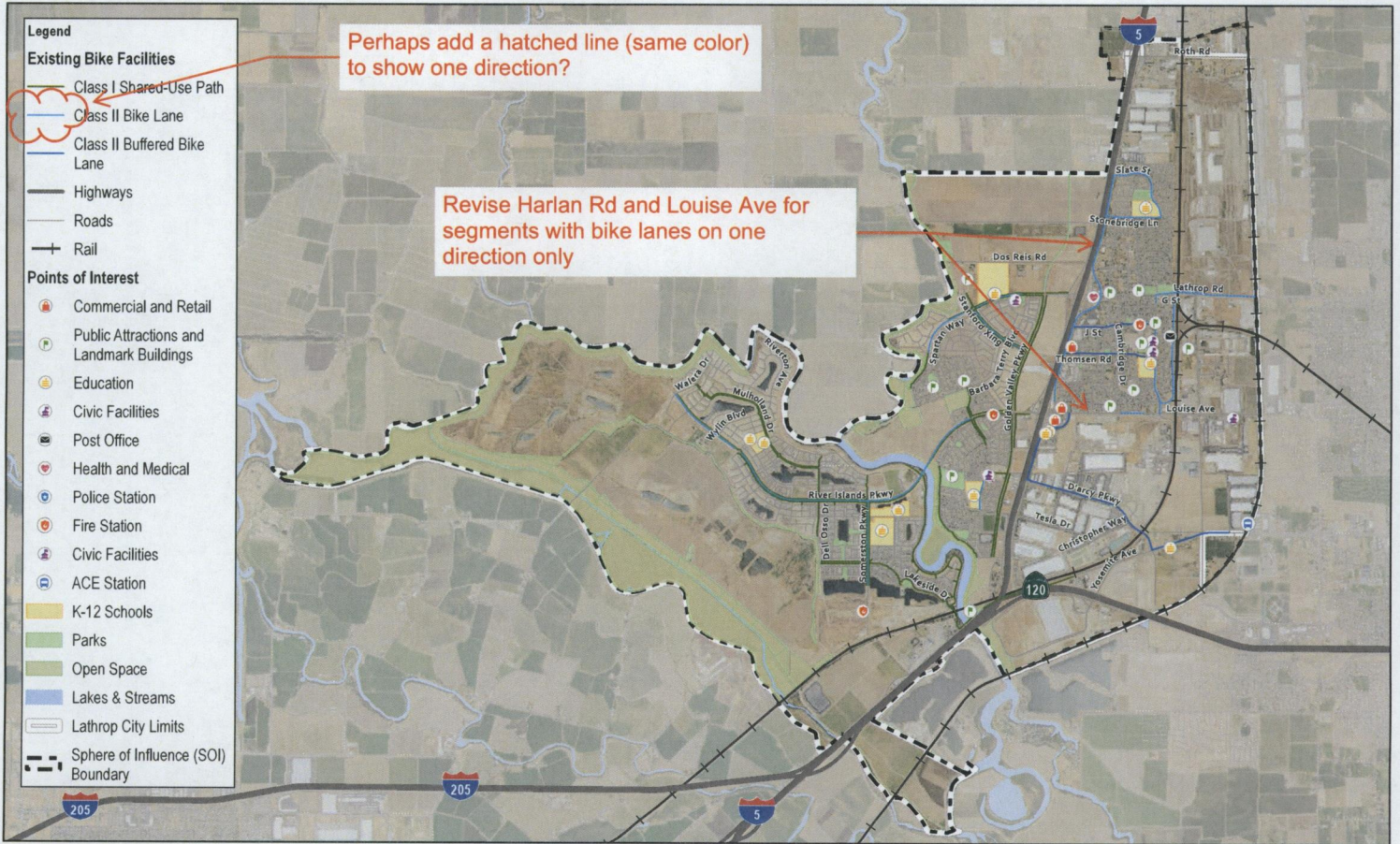
The City of Lathrop’s location along the San Joaquin River is made possible by levees that prevent the river from overflowing and inundating adjacent agricultural land and neighborhoods, particularly the community of River Islands. While providing environmental protection, these levees also provide outdoor recreation and connectivity opportunities for local and regional residents and visitors through the creation of parks and trails.

In May 2023, the Bennie and Joyce Gatto Historic Trail opened to trail users, honoring a remarkable couple dedicated to the betterment of the City and its people. This trail provides the initial mileage of what is to be the longest urban

trail in the northern San Joaquin Valley. Open to people walking, jogging, and bicycling, trails like the Bennie and Joyce Gatto Historic Trail will also provide the future regional active transportation network backbone, connecting the City of Lathrop to other communities throughout the San Joaquin Valley.

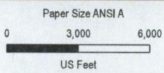


The Bennie and Joyce Gatto Historic Trail connects residents and visitors to recreation and park facilities, residential neighborhoods, as well as other active transportation facilities Source: O'Dell Engineering Inc.



Perhaps add a hatched line (same color) to show one direction?

Revise Harlan Rd and Louise Ave for segments with bike lanes on one direction only



CITY OF LATHROP
ACTIVE TRANSPORTATION PLAN

Project No. 12594140
Revision No. A
Date Jan 2024

**EXISTING
BIKE FACILITIES**

FIGURE 19

g:\hds\ghd\GIS\Sacramento - 2200 21\Projects\0511122814\GIS\Map\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 19 Bikerways
Print date: 19 Jan 2024 - 15:40

Date source: EnerGov\Aerials_2020; City of Lathrop; Geographic Technologies Group; Highways: TIGER, 2021; Parks: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023
Created by: jpsal

Support Facilities

In addition to a network of bikeways, support facilities are also needed to attract and maintain dedicated bicyclists by considering their needs throughout their journey. People are less likely to ride their bicycles to destinations without secure bicycle parking. Other support facilities include showers or lockers at destinations, repair stations with basic tools, and wayfinding signs to help bicyclists navigate to routes and destinations.

BICYCLE PARKING

Secure bicycle parking is a critical part of a complete bicycle network. Bicycle parking is typically divided into two categories serving different purposes: short-term convenient bicycle racks and longer-term higher-security parking.

Short-term bicycle parking consists of bicycle racks placed in highly visible, convenient locations near the entrances to destinations. They serve bicyclists who need to park for a few hours or less, including visitors, customers, or other short-term users.

Long-term bicycle parking consists of bicycle lockers or secure parking areas like bicycle cages or bike rooms. They are intended for bicyclists who need to park for longer periods of time or overnight, including employees, students, transit riders, or residents in multifamily buildings.

The City of Lathrop Bicycle Transportation Plan (1995, 2003, 2004) featured a bicycle parking inventory (including bicycle lockers) within the Lathrop urban area, noting parking locations at area schools, employment hubs, community facilities, and commercial areas. The assessment, completed in 1995, noted the citywide supply of bicycle parking facilities as inadequate at that time, with only 112 bicycle parking spaces.

The Lathrop Municipal Code (17.76.120) requires bicycle parking to be provided for all commercial, professional office, and industrial

uses, as well as public and quasi-public (institutional) uses, at a rate of 1 bicycle parking space for every 20 motor vehicle parking spaces (5 percent). For certain residential facilities, like single room occupancy developments, Lathrop Municipal Code (17.73.010) requires the provision of 1 bicycle parking rack for every 5 rooms at such developments.

SHOWER AND CHANGING FACILITIES

For bicycle commuters, having access to a place to shower, change, and securely store their belongings makes bicycling to work easier and more attractive.

The Lathrop Municipal Code (17.76.120) states that employers with 100 or more employees shall provide changing facilities for employees commuting by bicycle, including lockers located in a secure room equal to the minimum number of bicycle parking stalls required (5 percent). The provision of showers is not specified, however.

TRANSIT INTEGRATION

All buses serving RTD's Metro and Intercity routes provide easy-to-use front-loading bicycle racks, while RTD Interregional buses allow bicycles in the cargo area. RTD allowing bicycles onboard assists with regional connectivity and first- and last-mile connections that transit riders may need to make between their homes and destinations.

All ACE trains allow bicycles onboard, providing designated "bike cars," which contain 14 bicycle parking stalls with 2 more stalls on the lower level. The Lathrop/Manteca ACE Station also offers bike lockers that can be reserved ahead of time with a \$60.00 refundable deposit and signed registration form.

Pedestrian Facilities

SIDEWALK

Together with Class I shared use paths, sidewalks form the backbone of the pedestrian transportation network. Given the age of the City, sidewalks are present in all residential and

commercial areas west of I-5, while they are not present in some older residential neighborhoods east of I-5. While most sidewalks, particularly along area arterials, are not overly wide, they are mostly free of obstructions from objects like light poles, overhead utilities, utility boxes, and outstanding repair needs.

Sidewalks are incomplete or non-existent in industrial areas, such as those in East Lathrop and South Lathrop. Where narrow sidewalks are present immediately adjacent to high-speed arterials, it can be challenging for pedestrians to comfortably navigate.

CROSSWALKS

Crosswalks are an extension of the sidewalk and provide guidance for pedestrians by defining a path of travel across the roadway at intersections. Crosswalks are not required to be marked, but marked crosswalks alert drivers to the crossing and increase yielding for pedestrians.

Marked crosswalks can use standard parallel lines or "ladder-style" high visibility markings that include bold perpendicular markings between crosswalk edge lines. In school zones, crosswalks are yellow.

CURB RAMPS

Curb ramps are necessary for people using wheelchairs and other mobility devices to access sidewalks and crosswalks as well as people pushing strollers or who may have difficulty stepping onto a raised curb. Under the Americans with Disabilities Act (ADA), curb ramps are required to be installed with all new or retrofitted sidewalks.

At corners, two curb ramps should be provided that align with each crosswalk.



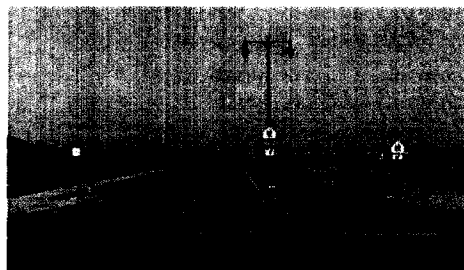
"Ladder-style" crosswalk adjacent to the roundabout near Michael Vega Park.

PEDESTRIAN SIGNALS AND RECTANGULAR RAPID FLASHING BEACONS

Pedestrian signals and rectangular rapid flashing beacons (RRFBs) are pedestrian activated devices used to facilitate crossings at midblock or uncontrolled locations (locations without a traffic control device such as stop sign or traffic signal).

Pedestrian signals control traffic at midblock crossing locations. The traffic signal rests on green for vehicles until a pedestrian pushes a button to cross the street. The signal changes to yellow and then red to stop traffic, and pedestrians are shown a "walk" signal.

RRFBs include bright amber rectangular lights that flash in an alternating pattern when a pedestrian pushes a button. The beacon is dark when not activated. RRFBs increase visibility of the crosswalk, and alert drivers when a pedestrian is crossing the street.



In-road warning lights on Spartan Way at Crespi Street

A few different pedestrian activated warning lights can be found in Lathrop today:

- ◆ Midblock crossing with illuminated signs on 5th Street and N Street

- ◆ In-road warning lights on Spartan Way at Crespi Street

ACCESSIBILITY INVENTORY

As part of the City's 2014 ADA Self-Evaluation & Transition Plan, the City of Lathrop completed a Pedestrian Rights-of-Way (PROW) report that surveyed high priority pedestrian facilities to identify hazards. The city will repair these hazards over a 30-year time frame through an approved prioritization methodology. This framework allows the City to target barriers that most limit accessibility by prioritizing government offices and facilities first, bus stops and transportation facilities second, places of public accommodation third, facilities containing employers fourth, and other areas like residential and underdeveloped regions fifth.

Safety

Collision data involving people walking and bicycling in Lathrop was sourced from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) and from UC Berkeley's Transportation Injury Mapping System (TIMS). Ten years of data was evaluated, from January 2012 to December 2021. Findings related to bicycling and walking collisions are highlighted in the following sections.

A total of 3,496 collisions were reported within the City's sphere of influence during this period, including 31 resulting in fatality, 82 resulting in severe injury, 292 resulting in other visible injury, and 644 resulting in injury with complaint of pain, and 2,447 resulting in property damage only (PDO). Of the 3,496 reported collisions, 1.1 percent involved bicycles and 1.5 percent involved pedestrians.

Of the 3,496 collisions, 53.6 percent, or 1,874 collisions, occurred on state highways or ramps, and 46.4 percent, or 1,621 collisions occurred on non-state highway roads within the City's sphere. Of the 1,621 collisions occurring on non-

state highway roads, 4.6 percent, or 74 collisions, involved a bicyclist or pedestrian.

While walking is prohibited along the state highways within the City (as is bicycling), 11.3 percent of collisions reported as occurring on state highways or ramps involved a pedestrian. Some of these collisions were associated with an intersection with a state highway ramp, however, several collisions were reported to have occurred on the state highway, where walking is prohibited.

Findings related to bicycling and walking collisions are highlighted in the following sections.

Bicycle-Related Collisions

During this ten-year period, 39 reported collisions involved a bicyclist. Of these, 1 resulted in severe injury (1.2 percent of all severe injury collisions), 11 resulted in visible injury (3.8 percent of all visible injury collisions), 13 resulted in injury with complaint of pain (2 percent of all complaint of pain injuries), and 14 resulted in PDO (0.6 percent of all PDO collisions).

Bicycle collisions are mapped by severity in Figure 20 and by collision density in Figure 21.

AGE

Among bicycle collisions where the age of the victim was reported, over 48 percent of victims were under 19 years old. Children under 19 make up 25 percent of the Lathrop population, suggesting youths are overrepresented among collision victims.

DETERMINATION OF FAULT

Of the 38 reported collisions involving a bicyclist where fault determination was stated, bicyclists were determined to be at fault in 61.5 percent of collisions, while motor vehicles were determined to be at fault in 35.9 percent of collisions. Bicyclists, however, were the collision victims in 24 of the 32 collisions (75 percent).

PRIMARY COLLISION FACTORS

In collisions where the bicyclist was determined to be at fault, 50 percent were attributed to traveling on the wrong side of the road. Among all bicycle collisions, the most common factors were bicyclists or drivers traveling on the wrong side of the road (31 percent) and automobile right of way (28 percent), followed by unsafe speed, improper turning and traffic signals and signs (all at just over 10 percent).

COLLISION TYPE

Of the 39 bicycle-involved collisions, the most common collision type was broadside collisions (also known as "T-bone" collisions), at 61.5 percent of all collisions involving a bicyclist.

TIME OF DAY

Most bicycle collisions occurred in daylight, and almost all occurred with some sort of illumination.

- ◆ Almost 77 percent (30 collisions) occurred in the daylight.
- ◆ 4 collisions (10 percent) occurred at dusk or dawn.
- ◆ 2 collisions (5 percent) occurred during darkness, but with the roadway illuminated by streetlights.
- ◆ 3 collisions (8 percent) occurred during darkness, and without illumination from streetlights.

Of all bicycle collisions, over one-third occurred in the afternoon, between noon and 6 p.m.

- ◆ 8 percent (3 collisions) occurred in the early morning, between midnight and 6 a.m.
- ◆ Almost 36 percent (14 collisions) occurred in the morning, between 6 a.m. and noon.
- ◆ Over 28 percent (11 collisions) occurred in the afternoon, between noon and 6 p.m.
- ◆ Another 28 percent (11 collisions) occurred in the evening, between 6 p.m. and midnight.

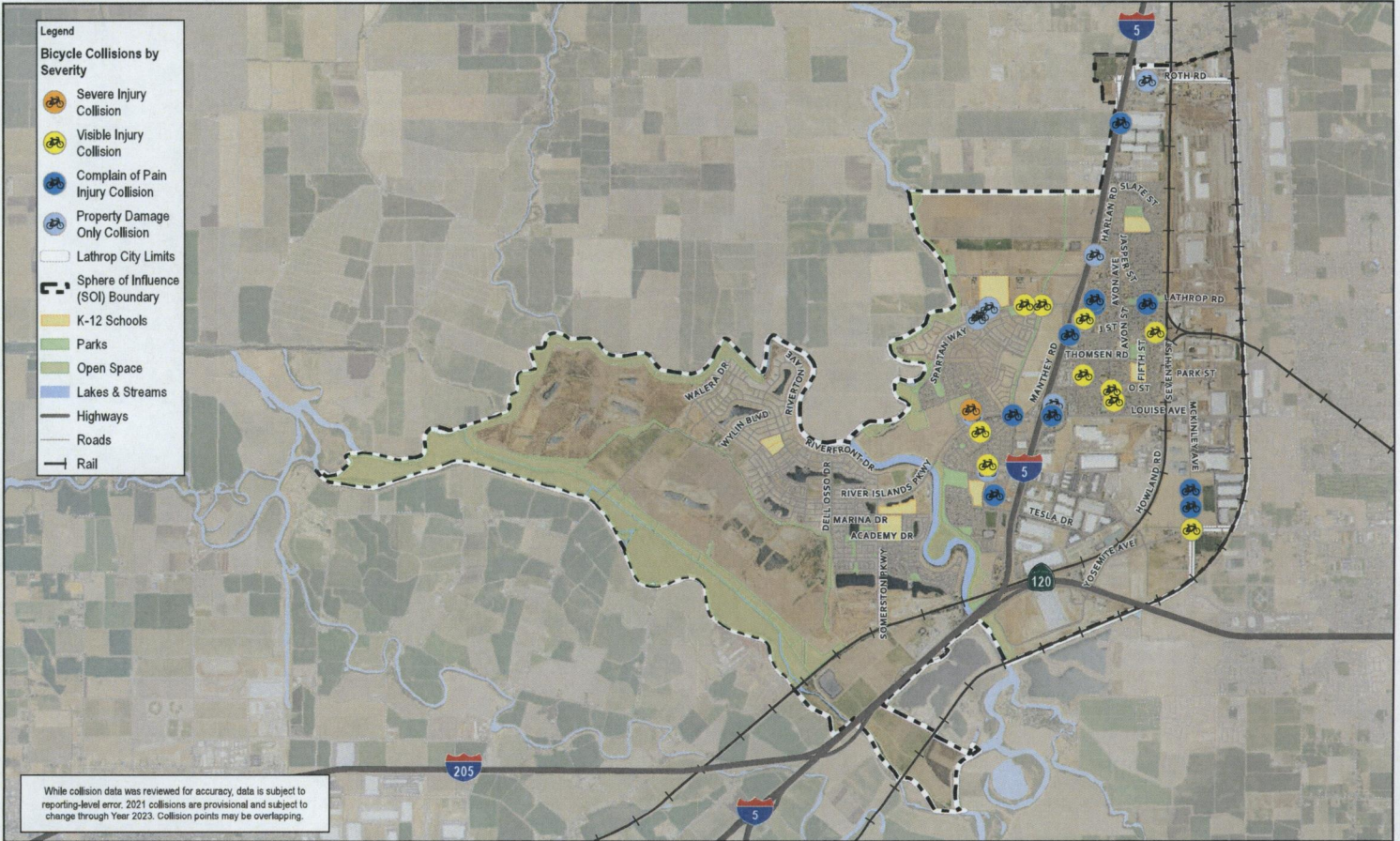
Tuesdays and Thursdays had the most bicycle collisions, with 9 collisions occurring on Tuesday

and 8 occurring on Thursday, and the highest number occurring on Tuesday between 6 a.m. and noon (4 collisions).

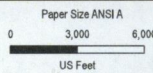
ADDITIONAL FINDINGS

A plurality of collisions (64 percent, or 25 collisions) occurred along or near Lathrop's busier arterial and collector streets, including:

- ◆ Louise Avenue
- ◆ Lathrop Road
- ◆ Harlan Road
- ◆ McKinley Avenue
- ◆ McKee Boulevard
- ◆ Spartan Way



While collision data was reviewed for accuracy, data is subject to reporting-level error. 2021 collisions are provisional and subject to change through Year 2023. Collision points may be overlapping.



Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California III FIPS 0403 Feet

CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

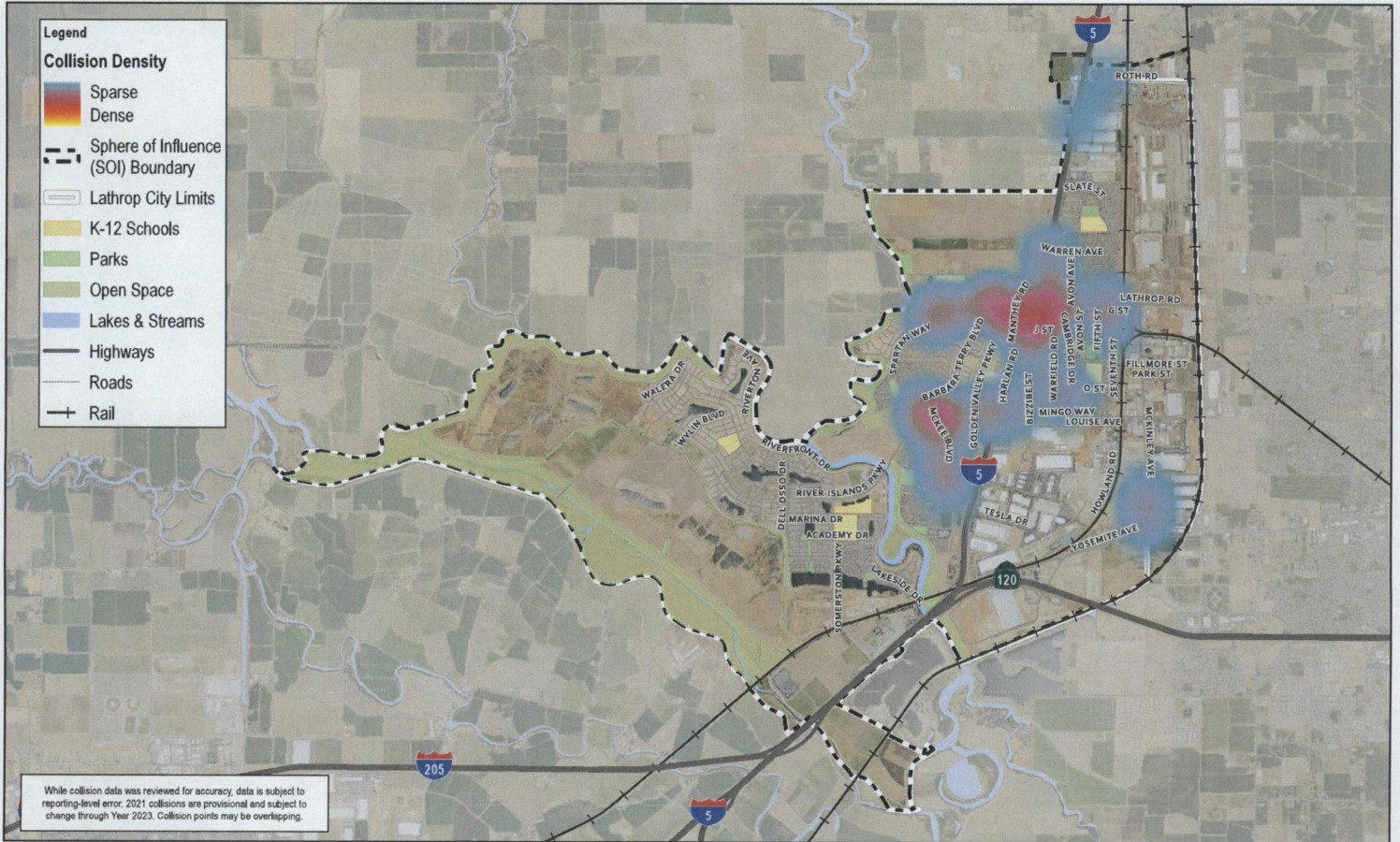
**BICYCLE COLLISIONS
 BY SEVERITY
 (2012 - 2021)**

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 20

g:\data\gdp\GIS\Sacramento - 2200 21\Project\05112594140\GIS\Map\Deliverable\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 19 Bike Collision - Severity
 Print date: 23 Jun 2023 - 21:04

Data source: Collision Data: TIMS & SMITHS, 2012 - 2021; Schools, Parks, County Roads, Lakes & Streams: San Joaquin County, 2023; Open Space: City of Lathrop; Land Use, Highways: TIGER, 2021; City Roads: City of Lathrop, 2023; SOI Boundary, City Limits: City of Lathrop, 2023; Esri/Courtesy, 2020; City of Lathrop; Geographic Technologies Group.
 Created by: jpeel



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 Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California III FIPS 0403 Feet



CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

DENSITY OF
 BICYCLE COLLISIONS
 (2012 - 2021)

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 21

g:\h\g\g\g\GIS\Sacramento - 2200 21st\Projects\561112594140\GIS\Map\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx -
 12594140_001_Figure 20 Bike Collision - Density
 Print date: 20 Jun 2023 - 2:10P

Data source: Collision Data: TMS & SWTRIS: 2012 - 2021; Schools, Parks, County Roads, Lakes & Streams: San Joaquin County, 2023; Open Space: City of Lathrop;
 Land Use, Highways: TIGER, 2021; City Roads: City of Lathrop, 2023; SOI Boundary, City Limits: City of Lathrop, 2023; EnerGovAerials: 2020; City of Lathrop;
 Geographic Technologies Group
 Created by: spool

Pedestrian-Related Collisions

During the study period, 53 reported collisions involved a pedestrian. Of these, 8 were fatal (25.8 percent of all fatal collisions), 8 resulted in severe injury (9.8 percent of all severe injury collisions), 13 resulted in visible injury (4.5 percent of all visible injury collisions), 15 resulted in injury with complaint of pain (1.8 percent of all complaint of pain collisions), and 9 resulted in PDO (0.4 percent of all PDO collisions).

Pedestrian collisions are mapped by severity in Figure 22 and by collision density in Figure 23.

AGE

Among collisions where the age of the pedestrian was reported, 36 percent of victims were under 19 years old. Youth under 19 make up 25.4 percent of the Lathrop population, suggesting young people are, like bike collisions, overrepresented in pedestrian collisions.

FAULT DETERMINATIONS

Of the 53 analyzed collisions, 41.5 percent (22 collisions) were determined to be the fault of the pedestrian and 47 percent (25 collisions) were determined to be the fault of a motor vehicle. No fault determination was made in the remaining 11 percent (6 collisions) of reported collisions. Pedestrians, however, were the collision victims of injury in 45 of the 53 collisions (85 percent).

PRIMARY COLLISION FACTORS

In pedestrian collisions where the pedestrian was determined to be at fault, 95 percent of collisions were attributed to a pedestrian violation. This could include crossing against a pedestrian signal, crossing outside of a legal crosswalk, or other behaviors.

Pedestrians, however, have often been mistakenly deemed at fault for crossing outside of a crosswalk in locations without marked

crosswalks (whether or not the pedestrians were crossing in a legal crosswalk)¹², and where there is a long stretch of roadway without a crosswalk, marked or otherwise.

Among collisions where drivers were determined to be at fault, the most reported collision factors were violation of pedestrian right-of-way (40 percent), and unsafe speed (16 percent), followed by improper turning, unsafe start or backing, and improper turning (all at 8 percent).

TIME OF DAY

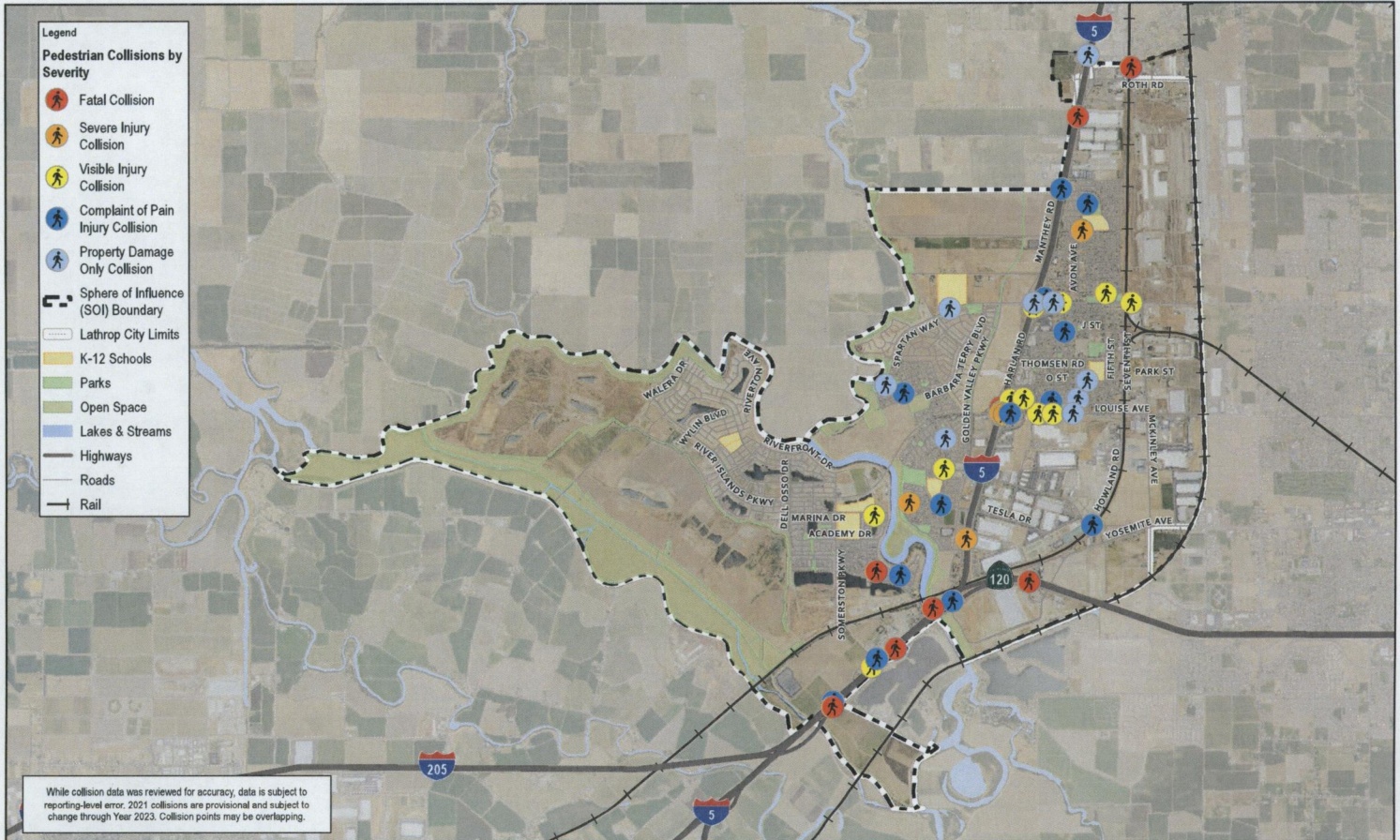
Most pedestrian collisions occurred in daylight, and nearly all occurred with some sort of illumination.

- ◆ 49 percent (26 collisions) occurred in the daylight.
- ◆ 2 collisions (4 percent) occurred at dusk or dawn.
- ◆ 21 percent (11 collisions) occurred during darkness, but with the roadway illuminated by streetlights.
- ◆ 26 percent (14 collisions) occurred during darkness, and without illumination from streetlights.

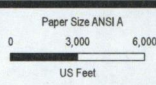
Of all pedestrian collisions, a slight majority occurred in the early morning, between midnight and 6 a.m., or in the morning, between 6 a.m. and noon.

- ◆ More than 24 percent (13 collisions) occurred in the early morning, between midnight and 6 a.m.
- ◆ 38 percent (20 collisions) occurred in the morning, between 6 a.m. and noon.
- ◆ 11 percent (6 collisions) occurred in the afternoon, between noon and 6 p.m.
- ◆ 26 percent (14 collisions) occurred in the evening, between 6 p.m. and midnight.

¹² Pedestrians have the right-of-way in both marked and unmarked crosswalks. California Department of Motor Vehicles (DMV). California Driver's Handbook: Section 7: Laws and Rules of the Road.



While collision data was reviewed for accuracy, data is subject to reporting-level error. 2021 collisions are provisional and subject to change through Year 2023. Collision points may be overlapping.



Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California III FIPS 0403 Feet

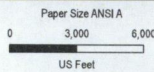
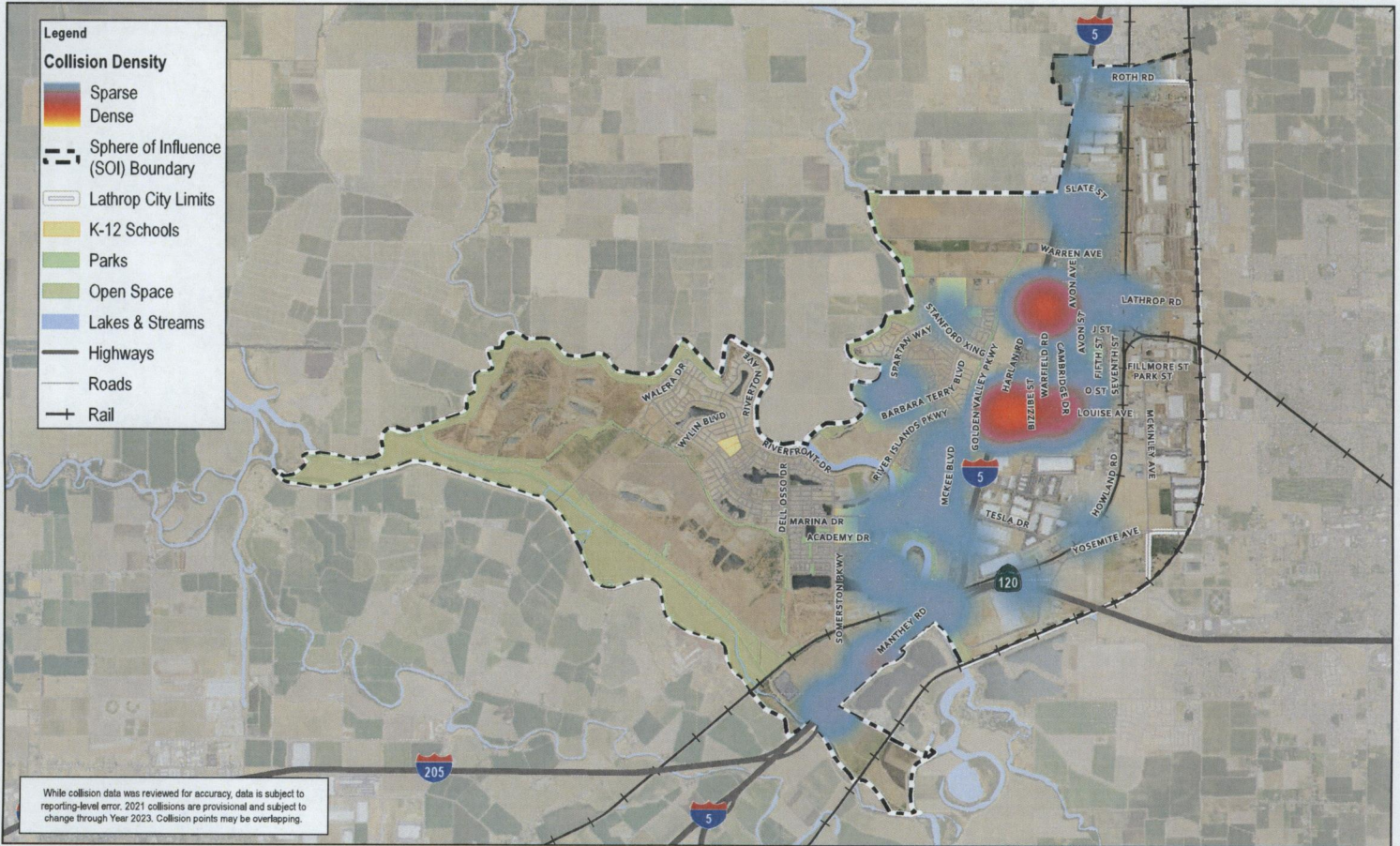
**CITY OF LATHROP
ACTIVE TRANSPORTATION PLAN**

**PEDESTRIAN COLLISIONS
BY SEVERITY
(2012 - 2021)**

Project No. 12594140
Revision No. A
Date Jun 2023

FIGURE 22

ghd\ghd\GIS\Sacramento - 2200 21st\Projects\56112594140\GIS\Maps\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 21 Ped Collision - Severity
Print date: 23 Jun 2023 - 21:07
Data source: Collision Data: TMS & SWTRIS: 2012 - 2021; Schools, Parks, County Roads, Lakes & Streams: San Joaquin County, 2023; Open Space: City of Lathrop; Land Use, Highways: TIGER, 2021; City Roads: City of Lathrop, 2023; SOI Boundary, City Limits: City of Lathrop, 2023; Elevation: 2020; City of Lathrop; Geographic Technologies Group; Created by: ppeel



Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California III FIPS 0403 Feet

CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

DENSITY OF
 PEDESTRIAN COLLISIONS
 (2012 - 2021)

Project No. 12594140
 Revision No. A
 Date Jun 2023

FIGURE 23

g:\hgw\gdp\GIS\Sacramento - 2300 21st\Projects\156112594140\GIS\Map\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 23 Ped Collision - Density
 Print date: 23 Jun 2023 - 21:09

Data source: Collision Data: TIMS & SWITRS: 2012 - 2021; Schools, Parks, County Roads, Lakes & Streams: San Joaquin County, 2023; Open Space: City of Lathrop; Land Use, Highways: TIGER, 2021; City Roads: City of Lathrop, 2023; SOI Boundary, City Limits: City of Lathrop, 2023; EnerGov\Aurika, 2020; City of Lathrop; Geographic Technology Group
 Created by: ppeol

Level of Traffic Stress

This section provides information about the level of traffic stress (LTS) analysis and results for the bicycle network in Lathrop.

LTS is the perceived sense of danger associated with bicycling or walking in or adjacent to vehicle traffic. Studies have shown that traffic stress is one of the biggest deterrents to bicycling and walking.¹³ The less stressful the experience, and the lower the LTS score, the more likely it is to appeal to a broader segment of the population.

A bicycle and pedestrian network will attract a large portion of the community if it is designed to reduce stress associated with potential motor vehicle conflicts and connects people to their destinations.

Bicycle and pedestrian facilities are considered low stress if they have few interactions with vehicle traffic (such as slow, low-traffic neighborhood streets) or if greater separation is provided between people walking or bicycling and vehicle traffic.

LTS scores were used to develop project recommendations that would create a lower stress network for people of different ages, abilities, and comfort with bicycling in Lathrop. Using the LTS scores presented here, the Project team was able to select facility recommendations to increase separation between bicyclists and vehicle traffic, especially on higher-speed, multi-lane arterials. LTS scores were also used as a metric to prioritize the composite list of recommendations. Prioritization is discussed in greater detail in the Financial Analysis Chapter.

Types of Bicyclists

Research conducted by the Portland Bureau of Transportation indicates the majority of people in the United States would bicycle if dedicated bicycle facilities were provided. Based on their skill level and confidence, most people self-identify as one of the four “types of bicyclists” shown in Figure 24 below.¹⁴ Only a small percentage of Americans are willing to ride if no facilities are provided—the so-called “Strong and Fearless” bicyclists.

To better meet the needs of the “Interested but Concerned” bicyclists, it is recommended that communities work to decrease stress and improve comfort on their bikeway network. LTS 1 and 2 roads are typically appealing to these bicyclists.

Bicycle Level of Traffic Stress

The Bicycle LTS analyzed as part of this Plan assigns a score from 1 to 4 to roadway segments, off-street paths and intersection crossings within the City, based on a variety of roadway infrastructure characteristics, including, but not limited to:

- ◆ Posted speed limit
- ◆ Number of vehicle lanes
- ◆ Roadway functional classification
- ◆ Type of bikeway, if applicable
- ◆ Separation between bicycle facility and vehicles
- ◆ Presence of parking alongside on-street bike lanes
- ◆ Width of bike lanes and parking aisles
- ◆ Intersection control (stop signs, traffic signals, roundabouts)
- ◆ Presence of median refuge

¹³ Mekuria, M. C., Furth, P. G., & Nixon, H. (2012). *Low-stress bicycling and network connectivity*.

¹⁴ Dill, J., & McNeil, N. (2013). *Four types of cyclists? Examination of typology for better understanding of bicycling behavior and potential*. *Transportation Research Record*, 2387(1), 129-138.

A score of LTS 1 indicates a street with low stress and higher comfort for people bicycling. LTS 4 reflects a more stressful experience. For the purposes of this Plan, segments, and intersection crossings are analyzed, and the worst-case score between a given segment and

a connecting intersection crossing is taken as the overall score. A lower-stress network means all bicyclists, regardless of age or ability, can comfortably ride to their destination.

Detailed methodology and results are provided in Appendix C.

Figure 24: Types of Bicyclists

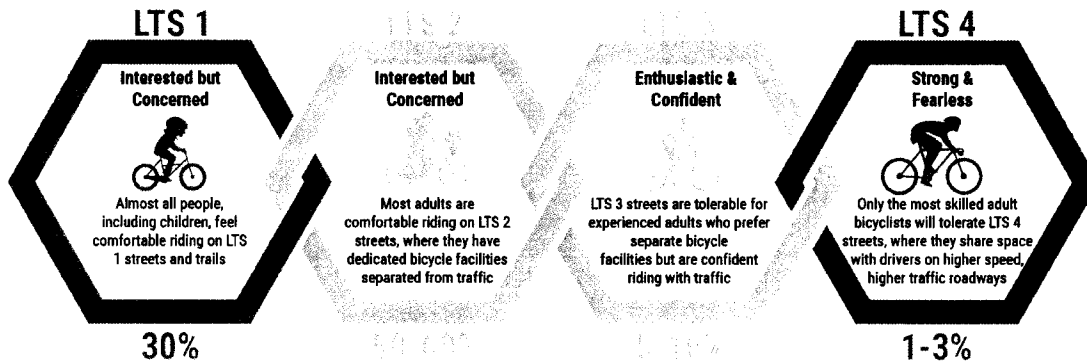


Image created by GHD, using PBOT data.

SEGMENTS

Figure 25 shows segment LTS scores. For this analysis, roadway segments are defined as a portion of a roadway from one intersection to the next, or to the end of the roadway if no intersections are present. Class I Shared-Use Paths are also considered as segments.

Across all of the analyzed segments within the City, scores were as follows:

- ◆ 68 percent scored LTS 1
- ◆ 3 percent scored LTS 2
- ◆ 11 percent scored LTS 3
- ◆ 17 percent scored LTS 4

Bicycling is prohibited on freeways (I-5, SR 120), including on- and off-ramps, so those were excluded from this calculation.

These scores illustrate low-stress bicycle connections, and gaps, as they exist in Lathrop today. Much of the network in the City scored LTS 1, with about 68 percent of facilities scoring LTS 1. However, these facilities are primarily minor local roads, residential streets, or off-street paths. In many parts of the City, low-stress

islands are surrounded by high-stress arterial roadways, where most average adults would not feel comfortable riding a bicycle.

Along segments where bicycle lanes are present, vehicle speeds greater than 35 mph, narrow bike lanes and/or bike lanes closely adjacent to parking result in higher stress scores, despite the presence of bike lanes.

Arterial roadways serve as the direct connection to many destinations. When only arterial roadways are examined, about 17 percent are LTS 3. A further 83 percent are LTS 4. While some arterial segments feature Class I Paths adjacent to the roadway, none of the arterial segments within the City were assigned score of LTS 1 or LTS 2. This indicates that many residents may not feel comfortable bicycling on arterial roadways, even if a bicycle lane is present. Thus, many City residents may only feel comfortable bicycling in their immediate neighborhood, on low-stress local streets, and may not be able to comfortably reach major destinations from residential areas.

CROSSINGS

Crossing LTS scores, shown in Figure 26, illustrate LTS at the City's intersection crossings, which includes unsignalized, signalized, and roundabout locations. Locations with traffic signals are generally assumed to be low stress and are assigned LTS 1. However, some signalized intersections feature characteristics that could increase traffic stress, such as more than 6 through and turn lanes a bicyclist must cross. At these locations, it can be difficult for a bicyclist to cross the intersection within the green time allotted by the signal coordination and the LTS score is increased to LTS 2.

Across all City roadway crossings, scores were as follows:

- ◆ 87 percent scored LTS 1
- ◆ 4 percent scored LTS 2
- ◆ 4 percent scored LTS 3
- ◆ 5 percent scored LTS 4

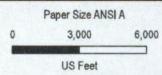
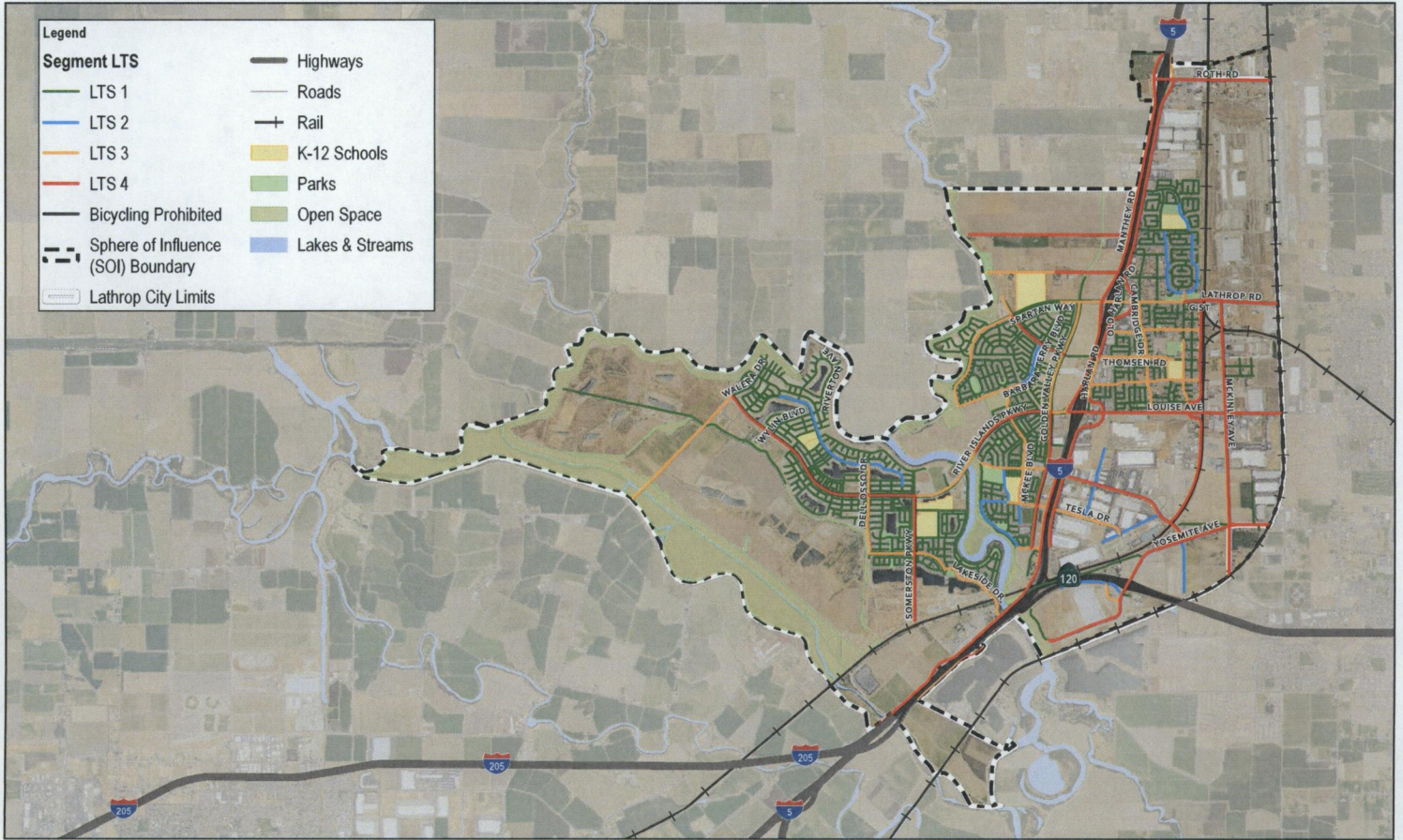
These data reflect that many crossings were typically found to be low stress. However, low stress crossings were mostly found to be intersections of two local or residential streets, where vehicle speeds, number of travel lanes and average daily traffic volumes are low. These are likely to be easy for most adults and children on bicycles to navigate.

Some moderately stressful LTS 3 crossings, and high-stress LTS 4 crossings were identified as well. These are primarily along collector and arterial roadways, especially at locations where local or residential streets intersect with larger, high-speed roadways. When only crossing locations at arterial roadways are considered, scores were as follows:

- ◆ 28 percent scored LTS 1
- ◆ 5 percent scored LTS 2
- ◆ 2 percent scored LTS 3
- ◆ 65 percent scored LTS 4

These contribute to the perception of larger streets as barriers to low-stress connectivity. A stressful crossing can discourage a potential bicyclist, even if the roadways along the route are otherwise low stress.

The overall LTS score, shown in Figure 27, reflects the worst-case score between a given segment and the crossing locations the segment intersects with. This underscores the effect a high stress crossing can have on an adjacent segment and the impact to connectivity throughout the City.



Map Projection: Lambert Conformal Conic
Horizontal Datum: North American 1983
Grid: NAD 1983 StatePlane California III FIPS 0403 Feet



CITY OF LATHROP
ACTIVE TRANSPORTATION PLAN

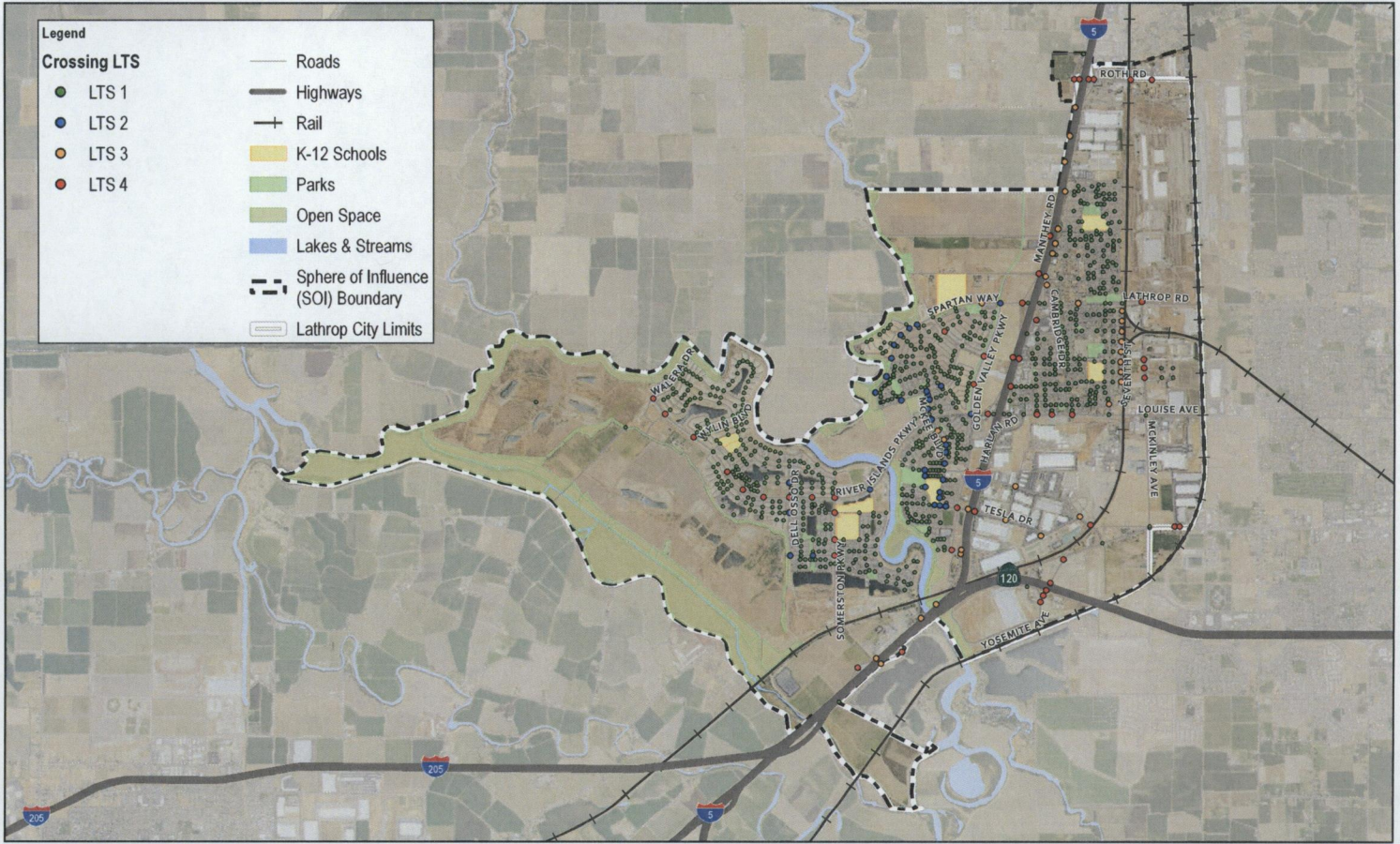
Project No. 12594140
Revision No. A
Date Sep 2023

EXISTING
SEGMENT LTS

FIGURE 25

Ighd\ghd\GIS\Sacramento - 2020 21\Project\56112594140\GIS\Map\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 24 Segment LTS
Print date: 07 Sep 2023 - 10:48

Date source: EnerGov\Aerials_2020 City of Lathrop, Geographic Technologies Group, Highways: TIGER, 2021, Parks: San Joaquin County, 2023, Roads: City of Lathrop, 2023, San Joaquin County, 2023, SOI & City Boundaries: City of Lathrop, 2023, Created by: ppeel



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Map Projection: Lambert Conformal Conic
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CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN

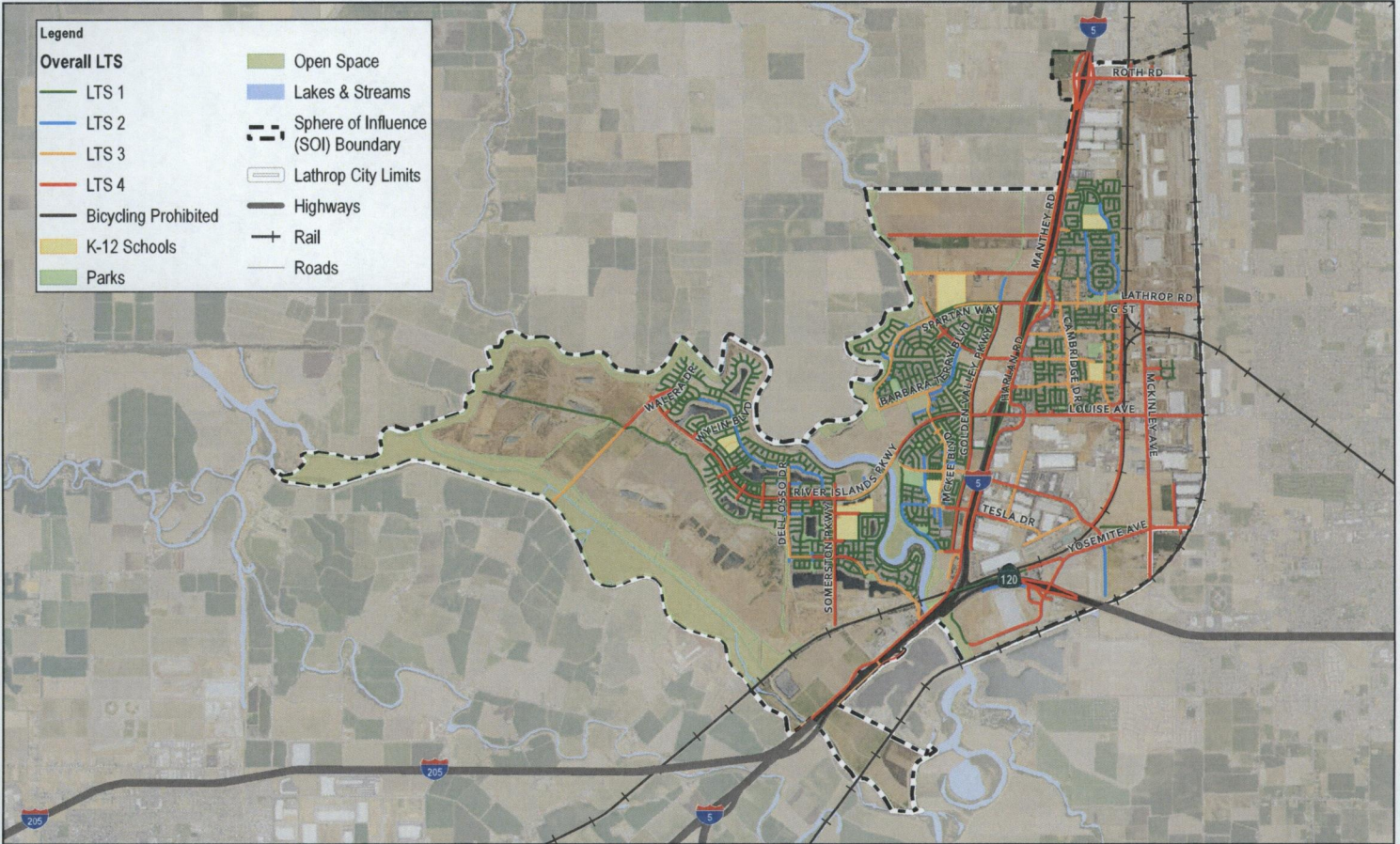
Project No. 12594140
 Revision No. A
 Date Jun 2023

EXISTING
 CROSSING LTS

FIGURE 26

I:\hds\ghd\GIS\Sacramento - 2200 21st\Projects\06112594140\GIS\Maps\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 26_Crossing LTS
 Print date: 25 Jun 2023 - 14:34

Data source: Esri/Google/Aerials_2020 City of Lathrop, Geographic Technologies Group; Highways: TIGER, 2021; Parks: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023
 Created by: ppeel



Legend	
Overall LTS	
Green line	LTS 1
Blue line	LTS 2
Orange line	LTS 3
Red line	LTS 4
Black line with cross-ticks	Bicycling Prohibited
Yellow fill	K-12 Schools
Green fill	Parks
Light green fill	Open Space
Light blue fill	Lakes & Streams
Dashed black line	Sphere of Influence (SOI) Boundary
Solid black line	Lathrop City Limits
Thick black line	Highways
Black line with cross-ticks	Rail
Thin grey line	Roads

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Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California III FIPS 0403 Feet



**CITY OF LATHROP
 ACTIVE TRANSPORTATION PLAN**

**EXISTING
 OVERALL LTS**

Project No. 12594140
 Revision No. A
 Date Sep 2023

FIGURE 27

ghd\efgh\GIS\Sacramento - 2200 21st\Projects\56112594140\GIS\Maps\Deliverables\001_ExistingConditions\001_ExistingConditions.aprx - 12594140_001_Figure 26 Overall LTS
 Print date: 07 Sep 2023 - 10:54

Date source: EnerGov\Assets_2020 City of Lathrop; Geographic Technologies Group; Highways: TIGER, 2021; Parks: San Joaquin County, 2023; Roads: City of Lathrop, 2023; San Joaquin County, 2023; SOI & City Boundaries: City of Lathrop, 2023; Created by: rped

Programs

Programs support walking and bicycling in a community by sharing information, promoting safety, and fostering a vibrant active transportation culture.

Communities with high rates of walking and bicycling often use a “Five E’s” approach, with education, encouragement, evaluation, and equity complementing **engineering** improvements.

- ◆ **Education** programs share information about safety, benefits of active transportation, and resources or facilities available in the community. They should address people bicycling, walking, and driving.
- ◆ **Encouragement** programs promote bicycling and walking as fun, convenient, and enjoyable modes of transportation and recreation.
- ◆ **Evaluation** programs monitor success through counts, surveys, and data review to inform adjustments or modifications to programs, policies, and the built environment.
- ◆ **Equity** is a lens through which all programs and infrastructure projects should be viewed to ensure disadvantaged members of the community have access to and benefit from the City’s investments in active transportation.

The City and its partners have been carrying out the following programs in recent years to support bicycling and walking:

Safe Routes to School

Safe Routes to School (SRTS) programs offer education and encouragement activities intended to increase the number of children who

walk or bicycle to school and reduce traffic congestion in school areas.

The Manteca Unified School District has in the past partnered with the Lathrop-Manteca Fire Department and Lathrop Elementary School to implement SRTS programs, like Walk to School Day.¹⁵ Likewise, the City has partnered with Lathrop Police Services to offer an annual bicycle rodeo and bicycle helmet giveaway program at Mossdale Elementary School.¹⁶

- ◆ **Walk to School Day** is celebrated each October and Bike to School Day is celebrated each May. Both activities provide incentives and encourage students to walk to school. Students who participate receive free goodies and are eligible for larger raffle prizes.
- ◆ **Bike Rodeos** sponsored by Butte County offer hands-on training, assisting students with navigating a technical course. With the help of safety educators, students learn how to properly wear a helmet, navigate obstacles, use hand signals and be predictable bicyclists.

Community Education & Encouragement

Several local entities contribute to educational and encouragement campaigns targeting Lathrop residents, such as the City and the San Joaquin Bike Coalition (SJBC), the local bicycle advocacy organization. Community events and rides sponsored by SJBC include weekly “family fun” bike rides, monthly “long, slow distance (LSD)” rides, and night rides to encourage the use of bicycles throughout San Joaquin County. As a not-for-profit community organization, SJBC seeks to provide educational resources for bicyclists (and motorists) and advance the use of bicycles for transportation and recreation.

¹⁵ <https://www.mantecabulletin.com/news/education/lathrop-school-students-participate-in-walk-to-school-day-cancer-effort/>

¹⁶ <https://www.mantecabulletin.com/news/lathrop-pedaling-safety-for-bicyclists-with-rodeo/>

STAKEHOLDER ENGAGEMENT

This Plan and its recommendations were shaped through public feedback throughout the Plan process, as outlined in the Public Participation Plan found in Appendix A.

The public was engaged with the project using several different methods, including:

- ◆ An online interactive mapping tool, which received nearly 110 public comments
- ◆ A public comment form on the project website where community members could provide specific comments about active transportation in Lathrop
- ◆ 3 community workshops during different stages of the Plan process, with more than 75 people participating
- ◆ A series of presentations to stakeholders

Community Workshop

JUNE 15, 2023

The first community engagement event, an in-person community workshop, was held on June 15th, 2023, at the Generations center from 6 pm to 8 pm. The purpose of the workshop was to introduce community members to the project, gather ideas and concerns, and familiarize the public with possible active transportation design solutions.

Feedback was gathered from about 20 people during the engagement. Images are included below of the event set-up, including depictions of the engagement boards. Engagement boards

and activities were printed in English and Spanish and included:

- ◆ A **Project Area Map** where people identified areas of concern and could make location-based comments on sticky notes to attach to the map.
- ◆ An **Information Board** with project's background, goals, and timeline.
- ◆ **Potential Design Element Boards** that highlighted pedestrian and bicycle infrastructure design options.
- ◆ A **Getting Around Lathrop Dot Exercise** that asked 1) what prevents you from walking, bicycling, or rolling (e-bike, scooter, skateboard, etc.) in Lathrop? and 2) what would you like to prioritize in Lathrop. Participants were encouraged to place dots indicated their response to each question.

While the engagement itself did not draw many participants, comments were taken from people utilizing the skate park, basketball courts, and tennis courts, playing on the playground, or walking around the park. Overall, participants from the community desired an increase in safety and accessibility for individuals walking, biking, and rolling throughout Lathrop. Some comments include:

- ◆ A desire for new bicycle facilities between Lathrop and Manteca
- ◆ An interest in more pedestrian amenities like shade, seating and benches, sidewalks, lighting, and crosswalks. People requested

amenities near the skate park, but also throughout Lathrop to increase comfort when walking.

- ◆ Adding benches, concrete, or other useable features to use for skating at the skate park and the removal of the fence as it is a safety hazard
- ◆ Making sidewalks safer and more comfortable to use by adding railing next to them similar to the underpass, widening the sidewalk along Spartan Way, and increased lighting

- ◆ Adding sidewalks and crossings along Louise Avenue for pedestrian accessibility and safety

Positive responses to the amenities on the River Islands trails and the generations center. People seemed interested in recreating and felt comfortable driving to recreational amenities. However, most people stated that they don't walk or bicycle to key destinations like work or running errands.



Workshop 1 Setup (top), Workshop 1 Project Area Map (bottom)



About the Plan

Sobre del Plan



• Establecer una visión para mejorar caminar y andar en bicicleta dentro de Lathrop.

• Mejorar las conexiones entre los comercios, las escuelas, los trabajos y el transporte público, creando las conexiones de las rutas para peatones y bicicletas, mejorando la infraestructura nueva para bicicletas y peatones, y brindando más opciones para viajes cortos y conexiones para viajes más largos.

• Preparar un plan de acción con compromisos de proyectos programáticos y estrategias de implementación. El Plan también recomienda acciones para la educación, el apoyo y las estrategias para medir el éxito del Plan.

• Celebrar con la comunidad para desarrollar un plan que satisfaga las necesidades de personas de todas las edades y habilidades.

Bennie and Joyce Gatto Historical Trail



Ruta histórica de Bennie y Joyce Gatto

Class II Buffered Bicycle Lanes

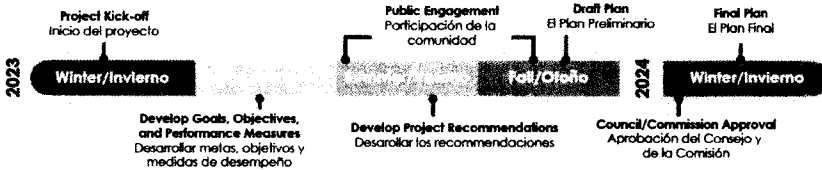


Clase II ciclovía con amortiguadores

Crosswalk and roundabout on Lakeside Drive



Paseo peatonal y rotonda en Lakeside Drive



Lathrop Active Transportation Plan Information Board

Draft Goals

Objetivos Preliminares

Goal 1

Increase access to key destinations (businesses, jobs, recreation, school, etc.) and create comfortable routes for pedestrians and bicyclists.

Aumentar el acceso a destinos importantes (negocios, trabajos, recreación, escuela, etc.) y crear rutas cómodas para peatones y ciclistas

Goal 2

Encourage active transportation (walking, bicycling, and rolling) within Lathrop.

Animar el transporte activo (caminar, andar en bicicleta y rodar) dentro de Lathrop

Goal 3

Foster a safer environment for pedestrians and bicyclists.

Promover un ambiente más seguro para peatones y ciclistas

Goal 4

Support Lathrop's growing population by creating active transportation facilities near jobs, housing, and transit facilities in order to reduce vehicle trips.

Apoyar a la creciente población de Lathrop mediante la construcción de infraestructura para ciclistas y peatones, cerca de los lugares de trabajo, los hogares y transporte público para reducir los viajes en vehículos.

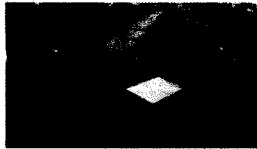
Which Types of Pedestrian Facilities Do You Prefer?

Sidewalks



The public walkway along the side of a road, usually marked by a concrete curb that elevates pedestrians. The sidewalk is usually a part of the Pedestrian or Public Right of Way.

Curb Ramps



The ramp from the sidewalk to the street, usually at a crosswalk. It can be made of textured concrete, brick, or textured plastic pavers.

Curb Extensions



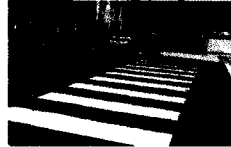
The expansion of the sidewalk at intersections to shorten the distance pedestrians have to cross the street, helps increase pedestrian visibility to people driving.

Median Refuges



Medians designed for a person walking across a street in a crosswalk to pause between directions of traffic with protection from moving vehicles, people driving.

High Visibility Crosswalk



Crosswalk that features bright, high-contrast paint and specifically spaced lines for maximum visibility.

Advanced Stop Bar



These markings encourage motorists to stop behind the crosswalk and leave it clear for crosswalk users.

Pedestrian Support Facilities

Pedestrian support facilities increase comfort and accessibility for pedestrians traveling to key destinations, recreating, and taking transit.



Drinking Fountains



Seating and Shade Structures



Trash/Pet Waste Facilities



Restrooms



Trees for Shade



Wayfinding

Rectangular Rapid Flashing Beacon (RRFB)



RRFB

Flashing yellow lights that alert people driving to the presence of a person in the crosswalk. People waiting to cross the street must push the button for the lights to activate. They increase the likelihood that drivers will yield to pedestrians in a crosswalk.

Leading Pedestrian Interval



LPI

This type of pedestrian crossing signal enables pedestrians to enter the crosswalk for a few seconds before giving vehicles a green light. This increases the visibility of pedestrians to turning vehicles and reduces crashes.

Pedestrian Design Element Board

Which Types of Bicycle Facilities Do You Prefer?

Bicycle Facilities

Class I



Separated Bike Path

Dedicated travel lane for bicyclists, pedestrians, and other users, separated from motor vehicles.

Class II



Bike Lane

Dedicated travel lane for bicyclists adjacent to motor vehicles, separated by a physical barrier.

Class III



Buffered Lane

Dedicated travel lane for bicyclists adjacent to motor vehicles, separated by a visual buffer.

Class III



Bike Route

Designated route for bicyclists on low-speed, low-volume streets. Bicyclists share the roadway with motor vehicles in traffic.

Class IV



Protected Bikeway

Dedicated travel lane for bicyclists, separated from motor vehicles by a vertical barrier.

Intersection Safety Treatments

Bike Boxes



Dedicated space for bicyclists to stage/stop at intersections in front of motor vehicles to improve bicyclist visibility.

Conflict Markings



These markings alert all users of potential conflict areas and/or crossing paths.

Green Painted Bike Lanes



Painted bike lanes provide additional visibility and color for bicyclists.

Bicycle Support Facilities

Bicycle support facilities increase comfort and accessibility for bicyclists traveling to key destinations, recreating, and taking transit.



Bicycle Parking



Bicycle Repair Station

Bicycle Detection



Technology installed at intersections to detect the presence of bicycles, allowing a red light or red light with green light.

Bicycle Signal



Traffic signal heads that provide a separate signal for bicycles to enter the intersection ahead of motor vehicles.



Bicycle Wayfinding



Bicycle Repair Station



Bicycle Repair Station

Bicycle Design Element Board

JULY 1, 2023

The second community engagement event was an in-person pop-up held at the July 1st Celebration from 4 pm to 8 pm. The purpose of the pop-up was to engage residents and visitors with the project, introduce possible design elements, and gather feedback.

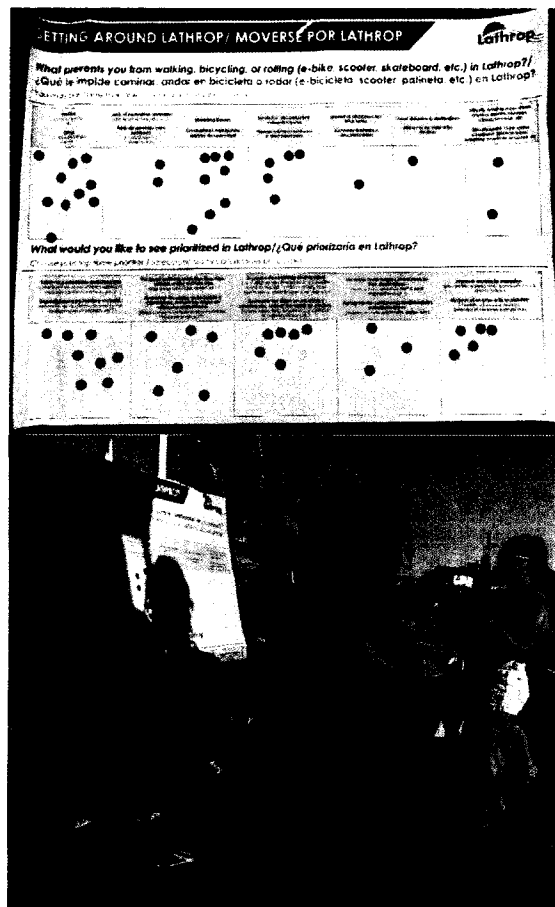
Stationed at a tent alongside other educational booths, feedback was gathered from about 40 people.

Lathrop community members who participated in the workshop showed concern for the safety of pedestrians and cyclists along high traffic roadways. Requests for increased accessibility and safer routes for pedestrians and students were also prioritized. Community requests and concerns include:

- ◆ Request for less landscaping blocking oncoming traffic along Golden Valley Parkway
- ◆ Concerned for safety of pedestrians and cyclists along Harlan Road
- ◆ Request for protected bicycle lanes
- ◆ Completing pedestrian network where sidewalks currently end
- ◆ Request for increased access to high school; new bike lanes, sidewalks, and transit system
- ◆ Improve safety, accessibility, and frequency of pedestrian crossings

Participants at the Lathrop workshop stated what prevents them from walking, bicycling, or rolling in Lathrop are due to the weather with 13 stickers (32 percent), the speed of drivers with 11 stickers (27 percent), limited or disconnected sidewalks/ paths with 7 stickers (17 percent), the lack of pedestrian amenities with 4 stickers (10 percent), difficulty crossing major streets, physical barriers, freeways, railroad crossing, etc. with 4 stickers (10 percent), limited or disconnected bike lanes with 1 sticker (2 percent), and the travel distance to a destination with 1 sticker (2 percent).

The participants also stated what they would like to see prioritized in Lathrop. The most prioritized categories were the safety of pedestrians and bicyclists with 11 stickers (32 percent), increased accessibility and comfort with 7 stickers (21 percent), and increased walking and bicycling trips and the reduction of motor vehicle trips at 7 stickers (21 percent). Improved access to recreation received 5 stickers (15 percent) and an increase of multimodal connections to key destinations received 4 stickers (12 percent).



Getting Around Lathrop Dot Exercise, Workshop 2

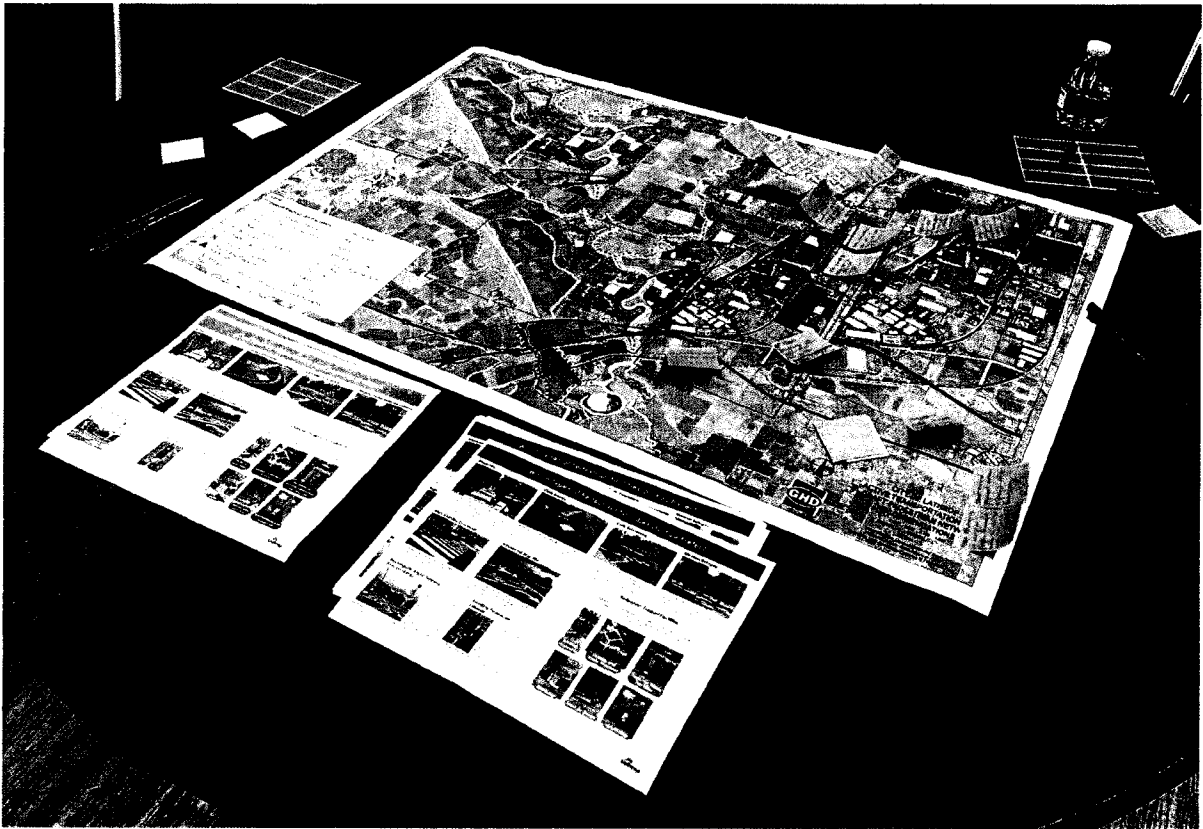
OCTOBER 24, 2023

The third community engagement event was an in-person workshop held at the Lathrop Senior Center from 6 pm to 7:30 pm. The purpose of the workshop was to introduce preliminary recommendations and gain feedback.

About 15 people provided feedback at the workshop, and participants generally

commented on lack pedestrian infrastructure, connections to key destinations, and safety for studies traveling to school. Specific concerns included:

- ◆ Sidewalks on 5th Street are too narrow. Between Louise Avenue and Lathrop Road, sidewalks have no curb and flood when it rains.
 - ◆ Lots of bicycle traffic on 5th street, interest in a bicycle lane.
 - ◆ Streets connecting to 5th street, like Thompson Road lack sidewalks. Participants indicated lack of sidewalks makes walking more dangerous for their children. No sidewalk connections along 7th Street to the post office.
 - ◆ Walking to Lathrop high school via Lathrop Road is dangerous for students.
- Crossing freeway onramps is unsafe. One participant stated that he had been hit by a truck turning onto the ramp while he was riding his bicycle.
 - Current pedestrian fence below the freeway underpass is ineffective for protecting students; a truck crashed into the fence recently. A new solution is needed.
- ◆ Pick up and drop off at Lathrop High School creates congestion and queuing. Parents frequently arrive early to park at the generations center. School pick-up and drop-off solutions should be explored.
 - ◆ Midblock crossing needed at Slate Street north of Stonebridge Lane.



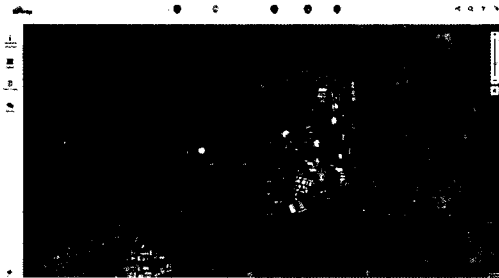
Pedestrian Recommendations Board, Workshop 3

Website

A project website was developed, containing information about the planning process, active transportation topics, and engagement opportunities. The website included an interactive map for visitors to leave location-specific comments, described below, as well as a project survey; both are described below. The Draft Plan and recommendations were also shared on the project website. The website additionally contained a public comment form, where community members could provide general or specific comments related to their experiences with active transportation in Lathrop, or the Draft Plan.

Online Mapping Tool

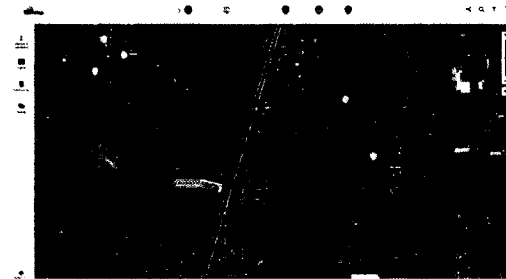
An interactive mapping tool was posted on the project website. This tool contained an interactive map of Lathrop and a tool to leave feedback on active transportation in specific areas of the City. The tool accepted input from April 2023 through November 2023.



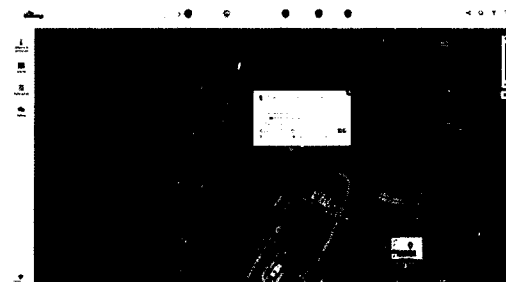
Online mapping tool

Community members were encouraged to place digital 'pins' on the map in specific locations to add concerns. These 'pins' could be categorized as walking/pedestrian, bicycling, kids/school, work/commute, traffic safety, or recreation comments. Respondents could also view and respond to pins by others. This included the ability to leave comments on pins added by others, respond to other comments, and vote on pins through a "like" or "dislike" feature.

As users navigated through the online mapping tool they could zoom in to see more precise locations.



Online mapping tool zoomed in



Online mapping tool comment

Nearly 110 comments were entered on the map by the community.

Appendix A contains a full overview of responses received via the online interactive mapping tool.

All comments were reviewed during the recommendations development process to assist in developing responsive recommendations. Figure 28 depicts a distribution of comments received in the online tool. Comments included the following themes:

BICYCLE CONNECTIONS

- ◆ Requests for Class IV protected bikeways to improve safety
- ◆ Concerns that bollards/delineators used in Class IV bikeway buffers will be maintained
- ◆ Desire for green paint in conflict areas of existing and new bicycle facilities
- ◆ Interest in improved bicycle connections between Manteca and Lathrop

PEDESTRIAN CONNECTIONS

- ◆ Requests to close sidewalk network gaps, particularly connecting to parks and skateparks
- ◆ Concerns about pedestrian safety when walking along Lathrop Road near I-5 on- and off-ramps

SAFE ROUTES TO SCHOOL

- ◆ Desire for transit to access to Lathrop High School
- ◆ Concerns that walking and bicycling to schools, particularly Lathrop High School, are unsafe
- ◆ Requests for better coordination of school pick-up and drop-off

QUALITY OF LIFE

- ◆ Desire for more entertainment options within Lathrop
- ◆ Concerns about park issues, including insects, pet waste, restrooms, lack of mature landscaping, and hours
- ◆ Desire for more shade to make walking during the hot summer months more enjoyable

LIGHTING & MAINTENANCE

- ◆ Concerns about vandalism due to lack of proper illumination in parks
- ◆ Desire for improved lighting on bicycle facilities in River Islands
- ◆ Interest in improved pedestrian lighting, particularly in areas with sidewalk gaps

CROSSING & INTERSECTIONS

- ◆ Desire for new midblock crossings
- ◆ Concerns about locations where people regularly cross outside of the crosswalk
- ◆ Concerns about drivers not yielding to pedestrians in crosswalks

ACCESSIBILITY

- ◆ Concerns that pedestrian crossing phases at signalized intersections are not long enough
- ◆ Frustration that some crossing locations are not ADA accessible
- ◆ Desire for ADA accessibility improvements within parks in the older areas of Lathrop

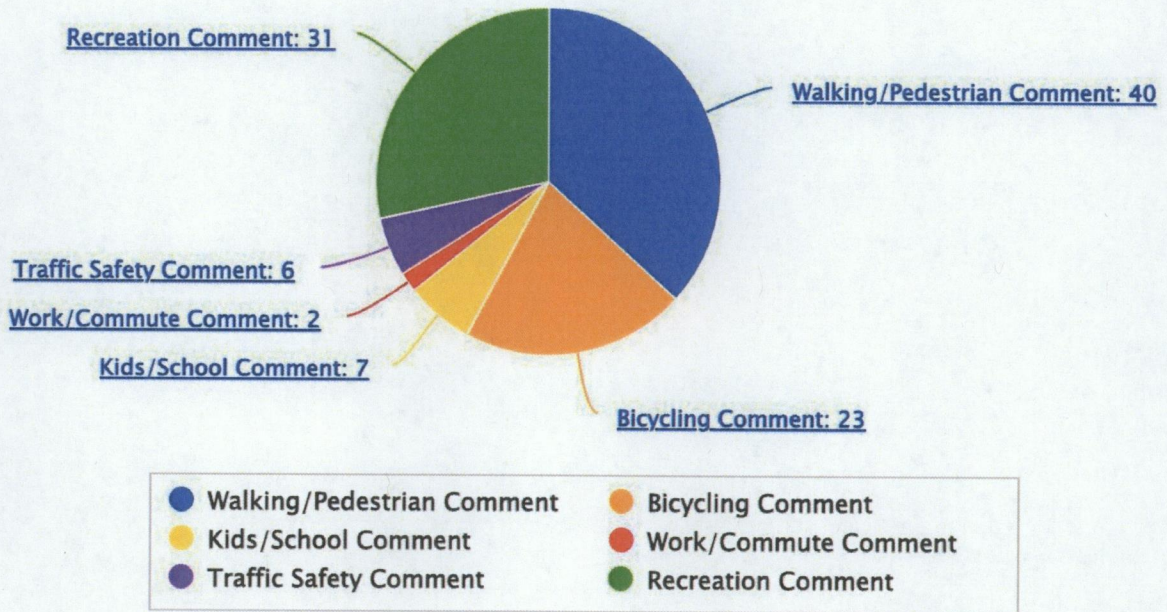
Online Survey

To gather community feedback for the Lathrop Active Transportation Plan, an online survey was posted on the project website to understand the community's perspective about the current state of walking and bicycling in the City of Lathrop. Although the City circulated information about the survey on the City website and via social media, making it available from April to November 2023, the online survey received only one response, though these questions were also provided during workshops and many people commented on the content of the survey indirectly.

Complete outreach details can be found in Appendix A.

Figure 28: Distribution of Map Comments Received

Category Totals



Source: Social Pinpoint

NEEDS ASSESSMENT

This chapter describes key areas within the City identified as having a high level of need based on the existing challenges and opportunities related to walking and bicycling in Lathrop. The needs assessment in this chapter builds upon the qualitative and quantitative analyses conducted as part of the existing conditions assessment and review, including asset inventories, safety and Bicycle Level of Traffic Stress analyses, and policy and plan review. In addition, these analyses are supplemented with public engagement findings to gain a deeper understanding of community needs.

The needs identified in this chapter are summarized through the lens of each of the following categories:

- ◆ Public Engagement Findings
- ◆ Safety Analysis
- ◆ Gaps, Barriers, and Level of Traffic Stress
- ◆ Future Growth Assessment

Public Engagement Findings

Engaging the communities of Lathrop has been a priority throughout the development of the Lathrop Active Transportation Plan. A variety of outreach opportunities were utilized to seek input and gather feedback from community members to ensure the Plan reflects the vision and priorities of residents.

High level summary of public input to be included here in draft plan. A full engagement chapter will also be included.

Safety Analysis

As discussed in the Existing Conditions chapter, collision data was sourced from the California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS) and combined with data from the Transportation Injury Mapping System (TIMS) for the 10-year period between January 1, 2012, and December 31, 2021. Collision, party, and victim records were examined to identify safety needs regarding collision hotspots and location and severity trends.

Collision data is subject to reporting-level error and accounts only for reported collisions. Near misses are not captured by the analysis of collision data, so data should be supplemented by information from the public, key stakeholders, and partner agencies on locations where there are safety concerns, or a significant number of near misses have occurred.



Between 2012 and 2021, there were 92 collisions involving a bicyclist or pedestrian that

occurred within the City. Of the 92 bicycle and pedestrian-involved collisions that occurred within the study period, 39 collisions involved a bicyclist, and 53 involved a pedestrian.

Typically, roadways that lack comfortable facilities for bicycling, have multiple travel lanes, and/or experience higher traffic speeds and volumes are more likely to experience bicycle and pedestrian crashes, especially as part of an incomplete active transportation network. Safety need findings related to bicycling and walking collisions are highlighted in the following sections.

Collision Location

HOTSPOTS

As described in the Existing Conditions chapter, the density of bicycle and pedestrian collisions are shown in Figure 21 and Figure 23, respectively, highlighting several areas as collision hotspots. The top five bicycle or pedestrian-involved collision hotspot locations were identified and are shown in **Error! Reference source not found.** for bicycle collisions and Table 12 for pedestrian collisions.

Collected data shows that 36% of bicycle collisions and 34% of pedestrian collisions occurred within an identified hotspot location. All bicycle collisions occurring within a hotspot were attributed to a vehicle code violation as the primary collision factor, and almost 79% were broadside collision types. Of the pedestrian collisions that occurred within a collision hotspot, 28% were reported on a state highway or ramp. Within hotspot locations, 39% of all pedestrian collisions resulted in a fatal or severe injury.

Table 11: Bicycle Collision Hotspots

Hotspot Location	Bicycle Collisions
Lathrop Road / Harlan Road	3
Golden Valley Parkway / Spartan Way	3
Spartan Way near Lathrop High School	3
McKee Boulevard / Homestead Avenue	3
McKee Boulevard near Towne Center Boulevard	2

Table 12: Pedestrian Collision Hotspots

Hotspot Location	Pedestrian Collisions
Louise Avenue near I-5 (overcrossing to Harlan Road)	6
Lathrop Road / Harlan Road	4
Lathrop Road at I-5 ramps / overcrossing	3
I-5 near Mossdale Road ramps	3
Louise Avenue / Warfield Avenue	2

INTERSECTION COLLISIONS

As shown in Table 11 and Table 12, all the identified collision hotspot locations are at or near intersections¹⁷. Of the 39 bicycle-involved collisions, almost 90% (35 collisions) occurred within 250 feet of an intersection location. Of the 53 reported pedestrian collisions, almost 72% (38 collisions) occurred within 250 feet of an intersection. Comparatively, around 53% of collisions involving a motor vehicle occurred at

¹⁷ An intersection collision was identified as those coded in the SWITRS data as an intersection collision, or as occurring less than 250 feet from an intersection location.

an intersection, highlighting a disproportionate safety need for bicyclists and pedestrians at intersection locations.

Broadside collisions were the most frequently occurring collision type for bicycle collisions at intersections (63%). Of the 22 broadside bicycle collisions at intersections, the most common bicycle/vehicle movement preceding the collisions occurred when the bicyclist was proceeding straight and the motorist was turning (36%). An additional 23% occurred when bicyclist and motorist were proceeding straight, 18% when the bicyclist was entering traffic and the motorist was proceeding straight, and 14% when the motorist was turning, and the bicyclist was traveling the wrong way. An additional 5% (1 collision each) occurred when the motorist was making a right turn with the bicyclist making an unspecified movement, or when the motor vehicle was stopped, and the bicycle was entering traffic. Of the 36% of collisions that occurred when the bicyclist was proceeding straight and the motorist was turning, 75% occurred when the motorist was making a right turn, highlighting a more specific need to implement measures to avoid these crash types, also known as “right-hook” crashes.

Treatments to address “right-hook crashes” can include high visibility, green painted bike lanes, and conflict markings at bicycle/vehicle conflict zones and intersections where vehicles turn right. Additionally, bicycle boxes and bicycle detection systems can be installed so that bicyclists can wait ahead of vehicles and receive more greenlight time when traveling through an intersection.

Of all pedestrian-involved collisions that occurred at intersections, 34% occurred while the pedestrian was crossing in a marked crosswalk, and 21% occurred while the pedestrian was crossing where no marked or unmarked crosswalk exists. Safety improvements such as marked crosswalks with enhanced safety features, including high visibility

crosswalk markings, warning signage and markings, and/or Rectangular Rapid Flashing Beacons (RRFB), could enhance safety at locations without existing safe crossings. While marked crosswalks alone do not make crossing safer, crosswalks coupled with enhanced safety features can better alert drivers to crossing pedestrians and guide people walking and rolling to safer crossing locations.

The bicycle and pedestrian collision data indicates that locations that already have marked crosswalks and controlled intersections may still not provide adequate safety protections for pedestrians. Of the 34% of pedestrian collisions at intersection locations where the pedestrian was crossing in a marked crosswalk, 62% occurred at a location with a functioning traffic control device while 38% occurred at an intersection location without a traffic control device.

Treatments at signalized intersections with marked crossings can include upgrading crosswalks to high visibility markings, installing pedestrian refuge islands, raised crosswalks, and upgrading signal hardware for leading pedestrian interval phasing.

Collision Severity

Collision severity is shown in Figure 20 for bicycle-involved collisions, and Figure 22 for pedestrian-involved collisions.

More than 18% of all bicycle and pedestrian collisions that occurred within the City resulted in fatality or serious injury, while only 3% of motor vehicle-involved collisions resulted in fatality or serious injury. Specifically, pedestrian collisions reflect the largest share of these fatal and severe injury collision types, with more than 30% of pedestrian-involved collisions resulting in a fatal or serious injury, while 3% of all bicycle collisions resulted in severe injury and none in a fatality.

While the safety needs of all active transportation users are important and highlighted within the City's collision history, the need to implement safety measures to help reduce the number and severity of pedestrian collisions is urgent. Strategies that decrease vehicle speeds, like traffic calming measures, increase pedestrian visibility, and separate active transportation users from vehicular traffic can help to reduce the severity of these collisions.

Gaps, Barriers, and Level of Traffic Stress

This section describes the gaps and barriers in the City's active transportation network, which can present challenges for people walking and bicycling in Lathrop. Gaps and barriers in Lathrop were identified based on a review of the City's existing bicycle and pedestrian facilities and the results of the Bicycle Level of Traffic Stress analysis completed as part of the Existing Conditions chapter.

Gaps and barriers in active transportation infrastructure can present challenges and increase stress for pedestrians and bicyclists.

Stress, or Bicycle Level of Traffic Stress, in this context, is the perceived sense of danger associated with bicycling or walking in or adjacent to motor vehicle traffic. Increased stress may occur where crossing opportunities or connections are limited or active transportation facilities are stressful, interrupted, or narrowed, which can result in longer and more circuitous routes for people walking and bicycling, and discourage people from using active transportation. Gaps and barriers can be particularly burdensome for people with limited vehicle access or for those who are unable to drive, with walking or bicycling as some of their only transportation options.

High traffic volume and speeds on I-5 and SR 120 increase stress for bicyclists and pedestrians attempting to cross these facilities. Caltrans District 10's 2021 Active Transportation Plan conducted surveys where community members identified major bicycle and pedestrian needs along state highways.¹⁸ Yosemite Avenue, Louise Avenue, Lathrop Road, and Roth Road were identified as key crossings of either SR 120 or I-5 for bicyclists and pedestrians where there was an identified need based on predetermined scoring criteria. Please see the 'Relationship to



Other Documents' section of this Plan for more details.

Several rail lines bisect the city, including freight and passenger rail. Rail corridors can cause interruptions to safe and efficient active travel in specific locations, including lack of safe crossing facilities, long wait times due to freight train movement or switching, and other reasons. Other barriers to walking and bicycling may be context or site specific, including features like drainage facilities, large parking lots, and inadequate lighting or sightlines along trails. Bicycle theft may also act as a barrier that deters riders, particularly when bicycle parking availability is limited or inadequate at destinations.

In the following sections, gaps and barriers within the bicycle or pedestrian network are described separately. Key gaps and barriers in the pedestrian and bicycle network are shown in Figure 29.

Pedestrian Network Gaps & Barriers

While the pedestrian network is generally well developed in Lathrop, there are some locations where sidewalk gaps can be found, largely dependent upon nearby development and recency of development. In locations where adjacent areas have not yet been developed, nearby streets also are not yet fully built out, with noticeable sidewalk gaps. Most developed arterial roadways—especially those developed in recent years—feature sidewalk coverage with few gaps, accessible curb ramps, and marked crosswalks at major intersections.

SIDEWALK



In residential and commercial areas west of I-5, which has developed more recently or is experiencing ongoing development, most corridors include sidewalk. Sidewalk in these areas is typically in a state of good repair, with widths of 4 to 5 feet along local streets and up to 8 feet along arterials. Wider sidewalk in these areas were designed as shared use paths, allowing safe passage for people walking, bicycling, rolling, or any other non-motorized travel. Signage or pavement markings indicating wider sidewalk can be used by people on bicycles are missing along most segments.

Areas east of I-5 and within the City's industrial hubs, the existing pedestrian network features gaps in sidewalk coverage or lacks sidewalk entirely, especially in more established residential neighborhoods and semi-rural areas adjacent to agricultural land. In industrial areas, including those in East and South Lathrop, sidewalk is incomplete or nonexistent.

CROSSINGS

While most major intersections include marked crosswalks across one or more intersection legs, there are some arterial roadway corridors with long distances without marked or signalized crossing opportunities including:

- ◆ Golden Valley Parkway
- ◆ River Islands Parkway
- ◆ Lathrop Road

Additionally, there are several challenging intersections that feature large footprints, with seven or more lanes to cross (when including

extra road width reserved for future vehicle capacity) and high speeds (45 mph) where pedestrians have reported difficulty crossing within the provided walk time. These locations include:

- ◆ River Islands Parkway/Golden Valley Parkway
- ◆ River Islands Parkway/McKee Boulevard
- ◆ Golden Valley Parkway/Lathrop Road/Spartan Way

A lack of crossing opportunities, or crossing locations that lack appropriate treatments, may create a barrier to safe and comfortable crossing, likely deterring people from walking all together. While the presence of a marked crosswalk alone does not make a crossing location safer, marked crosswalks with added safety features can be used to enhance or highlight desired crossing locations.

Crosswalks can serve as a guide for pedestrians or a way to communicate crossings to drivers. They can also increase the visibility of pedestrians to motorists. Depending on surrounding land use context, speed, and overall roadway width, crosswalks may incorporate enhanced safety features including high visibility crosswalk markings, warning signs and markings, advance stop or yield markings, pedestrian refuge islands, raised crosswalks, and flashing beacons or pedestrian signals.

While recommended crosswalk spacing varies, the NACTO *Urban Street Design Guide* recommends 120 to 200 feet between crossings, depending on local context including block length, street width, building entrances, traffic signals, and current or projected pedestrian desire lines¹⁹. Further, public comments have indicated the need for more crosswalks due to motorist failure to slow for or yield to crossing pedestrians. More frequent and enhanced

crossing locations are needed along the identified roadways.

Along River Islands Parkway between the San Joaquin River and Somerston Parkway (a segment nearly 3,000 feet), there are no marked crossing locations between River Islands Technology Academy and the adjacent River Islands Fields, serving as a high-speed barrier between the school and the athletic fields frequented by students. Similarly, Lathrop Road between South Harlan Road and Woodfield Drive/5th Street, there is close to 2,500 feet between signalized or marked crossing opportunities, with community parks, residential land use, and commercial land use to the north and south of Lathrop Road.

Along Golden Valley Parkway, signalized and/or marked crossing opportunities are again spaced at long distances. Lathrop Marketplace shopping center, located south of Golden Valley Parkway/River Islands Parkway, is a major attractor in the area, with commercial outfits like Target, Sprouts Market, and several restaurants.

Along Golden Valley Parkway and River Islands Parkway, there are areas that are currently undeveloped or in development. As development continues in this area over the next several years, marked crossing opportunities with additional safety features should be installed where pedestrian desire lines are expected or seen.

¹⁹ National Association of City Transportation Officials (NACTO), *Urban Street Design Guide, Crosswalks and Crossings*.

<https://nacto.org/publication/urban-street-design-guide/intersection-design-elements/crosswalks-and-crossings/>



Mossdale Crossing Regional Park; Source: San Joaquin County Parks

Near Mossdale Crossing Regional Park, there is an additional crossing barrier at a key connection between the east and west sides of South Lathrop. Slightly north of the park entrance, there is existing Class I Path that intersects with Manthey Road to the east, which provides a vital connection under I-5 to the eastern side of the City. The Class I path to the east terminates in a dirt area and there are no sidewalks or crossings treatments to provide safe and comfortable access to nearby destinations and connections, resulting in a high stress barrier to connectivity between facilities east and west of I-5.

Mossdale Park provides access to several low-stress facilities that connect to the Park, including the Bennie and Joyce Gatto Historical Trail, and a Class I grade-separated bridge over the San Joaquin River that further connects to low-stress pedestrian and bicycle facilities along Stewart Road. There was also a fatal pedestrian collision in this location in 2015, highlighting potential safety needs at this location.

Bikeway Network Gaps & Barriers



While there are some existing Class I and II bicycle facilities in Lathrop, the network is disconnected, and gaps are present in many places. Pockets of low-stress roadways and crossings within residential neighborhoods are bisected by higher stress arterial and collector roadways, resulting in what are known as “islands of low stress connectivity”. This produces gaps and barriers to safe and comfortable bicycling throughout the City’s roadway network.

HIGH-STRESS SEGMENTS

Among the Class II facilities that do exist, the majority are considered high stress. Of the roughly 14.5 total miles of class II bicycle facilities in the City, almost 84% are considered high stress (assigned scores of LTS 3 or LTS 4) segments.

Arterial and collector roadways generally provide the fastest connection between key destinations within a city. While 93% of Lathrop’s local roadway network is considered low stress (segments assigned scores of LTS 1 or LTS 2), 83% of the City’s collector roadways and all arterial roadways are considered high stress.

Even among arterial and collector roadways with Class II bicycle lanes, none are considered low stress, with the more than 7 miles of arterial roadways with bike lanes and 57% of the more than 5 miles of collector roadways with Class II facilities considered high stress.

Along Lathrop's collector roadways with bike lanes, high levels of traffic stress are due to narrow bike lanes (less than 5.5 feet), higher speeds (greater than 35 mph), and close adjacency to parking where the parking aisle impedes on bike lane space (bike lane + parking lane width is less than 14 feet).

Along arterials with bike lanes, traffic stress is largely due to high speeds, minimal separation from vehicular traffic, and the presence of more than two vehicle lanes per direction. Roadways like this accommodate higher traffic volumes and encourage high travel speeds, especially when traffic volumes are low, creating a higher stress environment for active transportation users.

While there are paved paths adjacent to arterial roadways throughout the River Islands community categorized by the City as Class I shared-use paths (LTS 1), most of these paths do not include striping or signage, appearing more similarly to wide sidewalk, at eight feet wide. While eight feet is the minimum paved width for a two-way bike path, A width of 10 feet is the preferred width for a two-way bike path, with 12 feet or more preferred where heavy bicycle volumes and/or significant pedestrian traffic is expected²⁰. Although these Class I facilities provide some low stress connectivity for active transportation users traveling along arterial segments, the widths of these paths may present challenges or create conflicts for higher-speed bicyclists and lower-speed pedestrians, especially those with wheelchairs or strollers.

High stress bicycling gaps along roadway segments in Lathrop can be addressed via the following methods:

- ◆ Along roadways with speeds greater than 40 mph, installing separated facilities, such as Class I paths at least 10 – 12 feet wide or Class IV bikeways

- ◆ Ensuring bike lanes are at least 6 feet wide on roadways with speeds of 30 mph or less
- ◆ Installing buffered bike lanes that are at least 7 feet wide along 35 mph speed roadways
- ◆ Ensuring bike lanes with adjacent parking are greater than 14 feet at 30 mph and 15 feet at 35 mph

CROSSING BARRIERS

As stated previously, I-5 serves as a major barrier between east and west Lathrop, with roadway undercrossings located only at Lathrop Road and Louise Avenue. While there is a Class I Path that traverses alongside SR 120 westbound and under I-5 near Mossdale Crossing Regional Park, as discussed in the previous section, the lack of facilities at the South Mantney Road outlet produces a barrier to safe and comfortable connectivity to the low-stress facilities on the west side of the Interstate.



Mossdale Crossing Regional Park; Source: San Joaquin County Parks

Treatments at this location could include bicycle and pedestrian facilities at the Class I path outlet that is currently an undeveloped area. Other facilities could include sidewalk and/or a Class I path connection to Mossdale Crossing Regional Park via a crossing with enhanced features such as high visibility markings, advance yield markings, and RRFBs.

Additionally, non-signalized crossing locations along arterial roadways such as Lathrop Road,

²⁰ Caltrans Highway Design Manual, Chapter 1000, Topic 1003.1 (1a)

Louise Avenue, River Islands Parkway, Stanford Crossing Road, and Somerston Way, and some collector and local roadways serve as high stress barriers to connectivity, predominantly due to high-speed traffic. These high stress barriers to safe crossing can be seen in the bicycle LTS results for crossings, shown in Figure 26 of the previous chapter.

Treatments to address these high-stress crossings could be implemented at existing intersections or new midblock crossing locations if evaluated and deemed necessary. Treatments may include crossing upgrades like high visibility crosswalk and/or cross-bike markings, flashing beacons, advance stop/yield markings, and warning signage and markings. Signalized bike/pedestrian crossings could also be considered.

INTERSECTION APPROACHES: SYSTEMIC SOLUTIONS

Due to gaps in available imagery data in certain areas of the city, the level of traffic stress of intersection approaches (locations with right or left turn pockets) was not analyzed on a location-by-location basis. Rather, this Plan takes a systemic approach toward high stress intersection approach locations. To holistically address the gaps and barriers these locations may cause, potential treatments are described below.

At left-turn locations, level of traffic stress is dependent upon the number of lanes crossed and speed of the roadway crossed for a bicyclist to reach the left-turn pocket. The more lanes crossed and the higher the speed of the roadway crossed, the greater the traffic stress. Typically, a bike box, or left-turn queue box markings, should be installed at left-turn locations with speeds greater than 30 miles per hour and one or more lanes crossed, especially if roadways are known to connect key bicycling routes within the City.

At right-turn locations, the length of the right-turn pocket and the presence and alignment of the

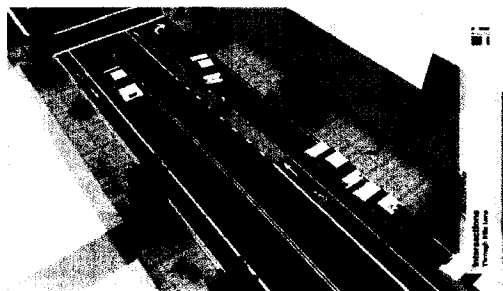
bike lane at the intersection approach are the key drivers in determining traffic stress. The lowest stress scenario at a right turn location is a bike signal (LTS 1) or a straight bike lane alignment with a turn lane pocket that is less than 150 feet in length (LTS 2).

A straight bike lane alignment is where the right turn lane is placed to the right of the bike lane and the bike lane continues straight, rather than shifting the left. A straight bike lane alignment requires vehicles to move into a turn lane and yield to a bicyclist across a marked, dashed line in advance of the intersection. High visibility green markings at these conflict locations can further decrease the level of traffic stress.



South Harlan Road Class II bicycle lane at J Street, bicycle lane dropped at right turn pocket

If the bike lane is dropped at the intersection approach, or the bike lane is trapped to the right side of a right-turn pocket, the traffic stress will be high, unless the right turn lane is short (less than 100 feet including taper), or it is rarely used. These types of configurations increase the potential for bicycle/vehicle conflict and contribute to “right-hook” type crashes.



NACTO rendering of straight bicycle lane alignment at a right turn lane

Future Growth Assessment

The City of Lathrop continues to experience rapid development in West and South Lathrop, specifically in the River Islands community. Some areas are still undeveloped or currently in development. While some roadways in these areas are still being built out, Bicycle LTS was examined in connection to the General Plan Circulation Element to account for expected future arterial and collector roadway characteristics.

Traffic volumes may still be low in areas where development is still expanding. While traffic volumes along many of the arterial and collector roadways in River Islands may still be low, roadway cross-sections have been built to accommodate future capacity, with roads such as Golden Valley Parkway, River Islands Parkway, and Spartan Way featuring posted speed limits between 35 and 45 mph, two to three vehicle lanes per direction, and minimal on-street bicycle facilities.

While arterial and collector roadways in these areas may not yet warrant upgrades in the immediate term, traffic conditions along these roadways should continue to be monitored to ensure bicycle and pedestrian infrastructure is appropriate for traffic volumes and posted speeds, with NACTO's *Urban Bikeway Design Guide* as one potential guidebook for bicycle infrastructure appropriateness. As development continues and daily traffic volumes increase, infrastructure improvements could include upgrading standard Class II bike lanes to Class IV bikeways or Class I shared use paths, crossing upgrades such as cross-bike markings, RRFBs, and/or bike signals, or grade-separated crossings.

Most of these roadways already have pedestrian infrastructure such as existing sidewalks or Class I paths and crosswalk markings. However, existing crossings at key locations can be upgraded with additional safety features. Further, additional crosswalk locations with

enhanced safety features can be identified where pedestrians want and need to cross.

In the future, some roadways may be identified as appropriate for lane reconfiguration, reducing the number of travel lanes, and adjusting speeds to accommodate people bicycling, walking, and rolling. These improvements may include adding bicycle and pedestrian facilities, traffic calming, and other safety measures.

RECOMMENDATIONS

This chapter includes the following sections:

- ◆ **Infrastructure Improvement Types** describes the various physical changes available to build a connected, comfortable, and safe roadway network for bicyclists and pedestrians.
- ◆ **Amenities** presents a menu of options to improve multimodal comfort and connections as well as “best practices” for their implementation.
- ◆ **Wayfinding** defines the system of navigational signs and markings that inform and guide users along the best route to their destinations and presents a menu of wayfinding options to improve navigation for people walking, bicycling, and rolling.
- ◆ **Infrastructure Recommendations** describes proposed engineering improvements related to the City’s bicycle, pedestrian, and trail networks, including on- and off- street facilities like bicycle lanes, sidewalks, multi-use paths, trails, and crossing improvements, as well as studies for locations where further analysis or community outreach is necessary to determine the most appropriate improvement type for the location.
- ◆ **Project Priority Evaluation** presents the methodology framework used to prioritize the list of recommended projects.
- ◆ **Non-Infrastructure Recommendations** address the “how” of getting more members of the Lathrop community onto the growing active transportation network. They are guided by the 5 E’s of Education, Encouragement, Engineering, Evaluation, and Equity.

Infrastructure Improvement Types

Infrastructure improvements are physical changes to the roadway network which facilitate a connected, comfortable, and safe bicycle and pedestrian network.

Infrastructure improvement types for bicycling and walking facilities are described separately in the following sections, except for those facilities that benefit bicyclists and pedestrians equally, like Class I shared-use paths.

Bikeway Network Infrastructure Types

Recommended bicycle facilities include on- and off-street bicycle lanes and bikeways, as well as crossing improvements.

Bikeway recommendations, when combined with existing local and regional bicycle facilities, are intended to create a well-connected and low-stress network for people riding bicycles. As future development and additional site and engineering assessments occur, some options may be added, changed, or removed to maximize the low-stress connectivity of the bicycle network. For instance, if further assessment determines that a specific bikeway type is infeasible at one location, it may be shifted to a nearby location or substituted for an alternate, context-appropriate bikeway type. Ultimately, bikeway projects are intended to maximize the vision and goals set forth in this Plan.

Bikeway projects are categorized based on the four classifications recognized by Caltrans, along with several sub-classifications. These include:

- ◆ **Class I Shared-Use Paths:** Dedicated paths for walking and bicycling entirely separate from the roadway.
- ◆ **Class II Bicycle Lanes:** Striped lanes for bicyclists
 - **Class II Bicycle Lanes with Green-Colored Pavement:** Striped lanes for bicyclists that include green-colored pavement, either as a corridor treatment along the length of a bike lane or in conflict areas.
 - **Class II Buffered Bicycle Lanes:** Bicycle lanes that include a striped "buffer" area either between the bicycle lane and travel lane or between the bicycle lane and parked cars.
- ◆ **Class III Bicycle Routes:** Signed routes for bicyclists on low-speed, low-volume streets where lanes are shared with motorists.
 - **Class III Bicycle Boulevards:** Bicycle routes that are further enhanced with traffic calming features or other treatments to prioritize bicyclist comfort.
- ◆ **Class IV Separated Bikeways:** On-street bicycle facilities with a physical barrier between the bicycle space and motor vehicle lanes, including bollards, curbs, or parking.

In addition to on- and off-street bicycle facilities, bikeway networks can include the following bicycle crossing improvement types:

- ◆ **At-Grade Class I Bikeway Crossings:** An intersection between a Class I Bikeway and roadway where bicyclists and motorists share the road.
- ◆ **Grade-Separated Class I Bikeway Crossings:** An intersection between a Class I Bikeway and roadway or railroad where bicyclists are physically separated from other modes via an overcrossing or undercrossing structure.
- ◆ **Bicycle-Specific Approach/Crossing Improvements** at intersections, including Conflict Markings, Bike Boxes, Bike Ramps, Bicycle Signals/Leading Bicycle Interval,

Intersection Approach Improvements, and Bicycle Loop and Video Detection.

A visual guide to these bicycle network infrastructure types and more has been included below.

CLASS I SHARED-USE PATHS



Source: www.pedbikeimages.org / Dan Burden

Class I shared-use paths are exclusive walking and bicycling facilities where motor vehicles are prohibited. The minimum paved width of a two-way Class I facility is 8 feet, with 10 feet preferred with a minimum of 2 feet of shoulder width on either side (3 feet preferred).

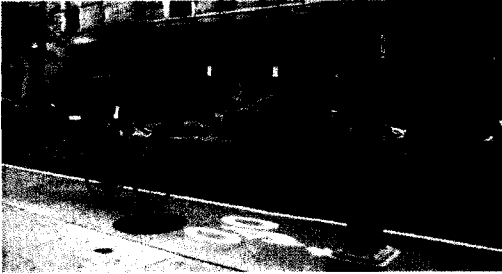
CLASS II BICYCLE LANES



Source: www.pedbikeimages.org / Dan Burden

Class II bicycle lanes are striped lanes for bicyclists that provide a designated space for bicyclists within the roadway, helping to define where motorists and vehicles are. Bike lanes are distinguished using color, lane markings, signage, and intersection treatments. Bike lanes should be 5 feet wide, at a minimum (MUTCD Figure 9C-102(CA)).

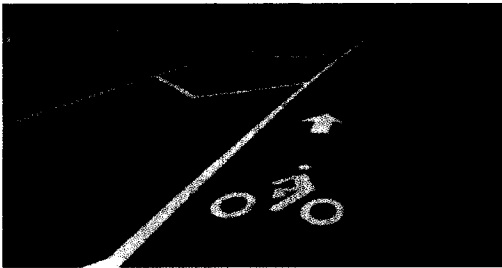
CLASS II BICYCLE LANES WITH GREEN-COLORED PAVEMENT



Source: www.pedbikeimages.org / Tiffany Robinson

Class II bicycle lanes with green-colored pavement increase awareness to vehicles that cyclists may be present and makes the bike lane more visible. The green paint can be implemented either along the entire bikeway corridor or in conflict areas, like driveways, turn lanes, and through intersections.

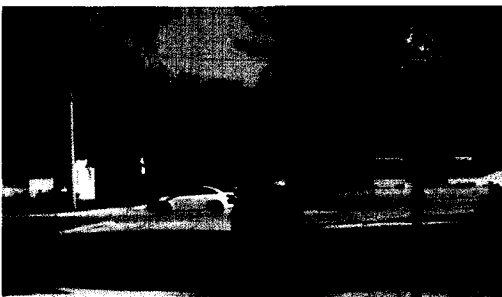
CLASS II BUFFERED BICYCLE LANES



Source: www.pedbikeimages.org / Lyubov Zuyeva

Class II buffered bicycle lanes are striped lanes for bicyclists that include a painted "buffer" areas between the bicycle lane and the travel lane or between the bicycle lane and the parking lane.

CLASS III BICYCLE ROUTES



Source: www.pedbikeimages.org / Brandon Whyte

Class III bicycle routes are signed routes for bicyclists on low-speed, low volume streets. Bicyclists share the roadway with motorists.

CLASS III BICYCLE BOULEVARDS



Source: www.pedbikeimages.org / Russ Roca

Class III bicycle boulevards are Class III bicycle routes that have been enhanced with traffic calming treatments that prioritize the travel and comfort of people traveling by bicycle.

CLASS IV SEPARATED BIKEWAYS



Source: www.pedbikeimages.org / Megan Kanagy

Class IV separated bikeways are on-street bicycle facilities with a physical barrier, like a parking lane or bollards, between the bikeway and motor vehicle lanes.

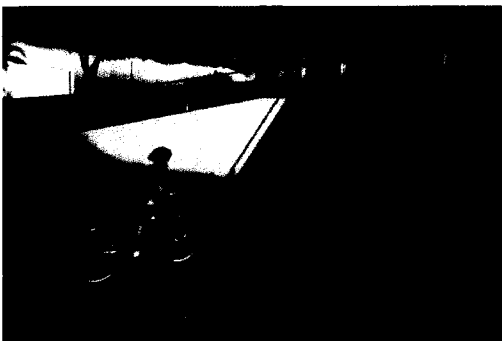
AT-GRADE CLASS I BIKEWAY CROSSINGS



Source: www.pedbikeimages.org / Dan Burden

At-grade Class I bikeway crossings are intersections where a Class I bikeway meets a roadway where bicyclists and motorists share the road.

GRADE-SEPARATED CLASS I BIKEWAY CROSSINGS



Source: www.pedbikeimages.org / Dan Burden

Grade-separated Class I bikeway crossings are intersections where a Class I bikeway meets a roadway or railroad, and bicyclists are physically separated from other modes by an overcrossing or undercrossing structure.

TRAFFIC CALMING



Source: Arleta Neighborhood Council

Traffic calming measures reduce motor vehicle speeds to increase safety and improve comfort for nearby pedestrians and bicyclists. Traffic calming measures include speed limit reductions, vertical deflection (speed humps or speed tables), and horizontal deflection (curb extensions, neighborhood traffic circles, chicanes, pinch points, or narrowings).

NEIGHBORHOOD TRAFFIC CIRCLES



Source: www.pedbikeimages.org / Carl Sundstrom

Neighborhood traffic circles are raised islands in residential intersections that help slow traffic on local and collector streets. Neighborhood traffic circles can help make crossings safer for pedestrians, encourage smoother and safer bicycle travel, and clarify right-of-way for all road users along Class III bicycle boulevards.

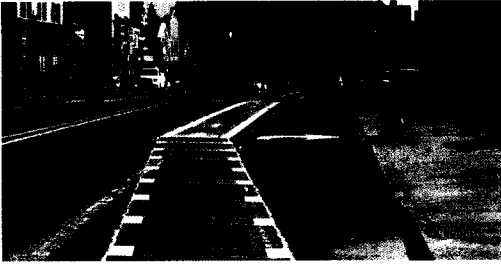
SPEED FEEDBACK SIGN



Source: Seattle Department of Transportation

Speed feedback signs use radar to detect and display the speed of passing cars and are typically sited on roadways with significant speeding concerns.

CONFLICT MARKINGS



Source: www.troutdaleoregon.gov

Conflict markings are dashed bicycle facility markings where turning motorists cross the bicycle lane. They are most often located at intersections, driveways, and on-ramps.

BIKE BOXES



Source: *City of Long Beach*

Bike boxes designate an area for bicyclists to wait in front of stopped motor vehicles during a red signal phase. Bike boxes provide cyclists a safe way to be visible to motorists by getting ahead of the queue during the red signal phase and can help facilitate left turns for bicyclists.

BIKE RAMPS



Source: *City of Thornton, CO*

Bike ramps are ramps that allow for smooth bicycle travel between a roadway and an off-

street bicycle facility, most often found at the approaches to roundabouts.

BICYCLE SIGNALS/LEADING BICYCLE INTERVAL



Source: www.pedbikeimages.org / *Adam Coppola Photography*

Bicycle signals are traffic signal heads that provide a designated period for bicycles to enter the intersection ahead of, or separately from motor vehicles. Bike detectors would be installed to detect bicycles separately from vehicles, which can also be installed with or without bike signals.

INTERSECTION BICYCLE MARKINGS



Source: www.pedbikeimages.org / *Toole Design Group*

Intersection bicycle markings are dedicated bicycle facilities that continue through an intersection completely and provide a designated space for cyclists through an intersection, increasing awareness of cyclists to drivers.

Pedestrian Network Infrastructure Types

The proposed pedestrian network includes Class I shared-use paths along with sidewalks and spot improvements such as crossings and curb ramps. Pedestrian recommendations are intended to make walking trips safer, more enjoyable, more comfortable, and more convenient for people of all ages and abilities.

A visual guide to pedestrian infrastructure types has been included below.

SIDEWALKS AND PATHS



Source: www.pedbikeimages.org / Dan Burden

Sidewalks are paved facilities that provide comfortable walking space separate from the roadway. They are a fundamental element of Americans with Disabilities Act (ADA) compliance.

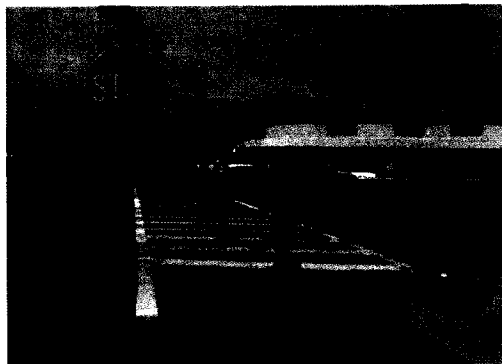
STANDARD OR TRANSVERSE MARKINGS CROSSWALKS



Source: www.pedbikeimages.org / Dan Burden

Standard or transverse markings crosswalks are two parallel lines indicating the crossing area.

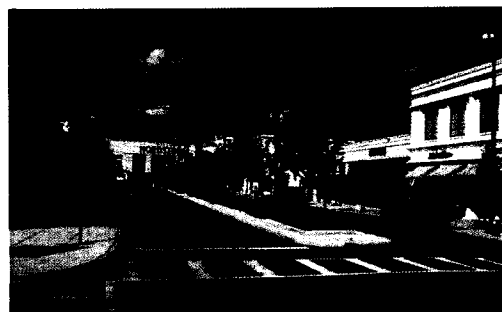
LADDER CROSSWALK



Source: www.pedbikeimages.org / Mike Cynecki

Ladder crosswalks include bold white bars that run perpendicular to the pedestrian path of travel.

ADVANCE STOP BAR OR YIELD MARKINGS



Source: www.pedbikeimages.org / Dan Burden

Advance stop bar or yield markings include a bold white bar or triangular "shark's teeth" markings 6 to 8 feet in advance of a crosswalk. Controlled intersections utilize the stop bar while uncontrolled intersections utilize the yield markings.

RECTANGULAR RAPID FLASHING BEACON (RRFB)



Source: *City of Long Beach*

A RRFB utilizes human-activated flashing lights to provide additional visibility to pedestrian crosswalk signs at unsignalized intersections and midblock crossings, where traffic volumes do not warrant a signal or stop.

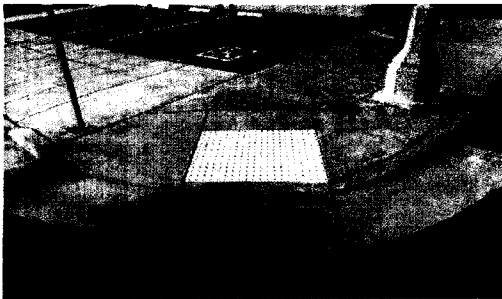
SIGNALIZED MIDBLOCK CROSSING/ PEDESTRIAN HYBRID BEACON (PHB)



Source: NACTO

A signalized midblock crossing stops road traffic as needed to allow for non-motorized crossings of major streets at midblock locations where a beacon is determined to be insufficient. Alternatively, a PHB could be installed. A PHB has yellow flashing lights then provides a red indication for motorized traffic.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT CURB RAMP



Source: Van Midde Concrete

Curb ramps are used at street crossings that involve a change in grade to ensure crosswalks are accessible to people using wheelchairs, people with wheeled devices, and people with low or no vision, per ADA guidelines.

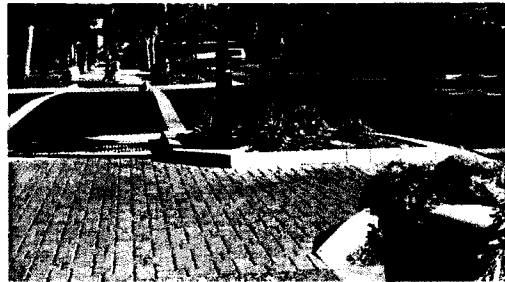
PEDESTRIAN MEDIAN ISLANDS



Source: FHWA

Pedestrian median islands provide a safe space for people to cross one side of the road at a time. They help to improve visibility of people crossing to drivers.

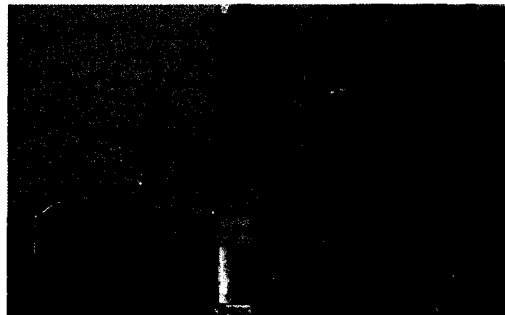
CURB EXTENSIONS



Source: www.pedbikeimages.org / Lara Justine

Curb extensions are traffic calming measures that widen the sidewalk at roadway intersections into the parking lane, shortening the street width at crossings.

LEADING PEDESTRIAN INTERVAL



Source: City of Long Beach

Leading pedestrian intervals are signalized intersections with a walk phase that precedes the green phase for motorists by a few seconds,

allowing pedestrians to get a head start crossing the street.

Amenities

This section of amenities acts as an à la carte menu of potential infrastructure add-ons and specialty items that can be included throughout Lathrop's multimodal network, as desired. Each amenity presents an opportunity for improved comfort and convenience for people walking, bicycling, rolling, and taking transit.

The intent of the amenities presented is to have a unified look and feel throughout the Lathrop transportation network, emphasizing connectivity. Each pedestrian, bicycle, trail, and transit amenity item below includes an example photo of the amenity as well as a description of its general recommended use and best practices. These recommendations are overarching for the entire network and not for any one segment. These amenities should be considered as the network is developed in new segments and for future upgrades to existing segments.

Pedestrian Amenity Options

STREET TREES



Street trees provide numerous pedestrian amenities including cleaner air, enhanced beauty, improved mental health, and strengthened community identity. In cities like Lathrop with hot, dry summers, street trees

provide pedestrians with essential shade protection from the sun. Street trees can also improve traffic safety, with studies showing that individual driving speeds are significantly reduced along tree-lined streets in suburban settings²¹.

PARKLETS



Pedestrians benefit from places to sit or linger as they travel to and from their destinations. Parklets are a way for the City to partner with nearby local businesses to create additional public space for community use. By converting curbside parking spaces into well designed, landscaped miniature community spaces, communities like Lathrop can incorporate additional greenery, seating, and (optional) bicycle racks into their urban fabric.

Parklets can be managed through a competitive application process by a city's public works department. Parklets should be a minimum of 6 feet wide, take up at least 1 parallel parking space, have vertical elements to help make them visible to motor vehicle traffic, and have a level transition at the sidewalk/curb to maintain accessibility. Drainage and stormwater runoff should also be considered when siting.

²¹ https://www.researchgate.net/publication/292767085_The_street_tree_effect_and_driver_safety

SEATING



Successful public spaces incorporate seating, providing a welcoming, comfortable environment that encourages pedestrians to rest, read, eat, or socialize. From formal seating, like benches and café tables and chairs, to informal seating, like low walls and planter edges, seating provides a place for residents and visitors alike to spend additional time in the public realm.

Seating should be arranged to create social spaces, encourage sitting, and discourage lying down. Seating should be sited beneath trees or other shade structures, where possible, to improve comfort. Benches parallel to the curb should be oriented toward buildings (and away from traffic) when located in the sidewalk zone nearest to the curb; they should be oriented away from buildings when up against building frontage. Benches also act as transit amenities and are further described in that context in a later section.

Seating should be made of high-quality, durable materials that can withstand human interaction, vandalism, and the elements.

PEDESTRIAN SCALE LIGHTING



According to the National Highway Traffic Safety Administration (NHTSA), 76% of all pedestrian related fatalities occurred during periods of darkness²². To help address this, pedestrian scale lighting provides supplemental illumination for the travel and activities of people, including children, walking, skating, and rolling at night. While pedestrian scale lighting is recommended in all areas where pedestrian activity is prioritized, like sidewalks, pathways, intersections, crossings, and plazas, there are suggested minimum average luminance on these facilities for visibility of pedestrians to drivers and for pedestrians' visibility of their walking, as outlined in the FHWA research report *Street Lighting for Pedestrian Safety*²³. Pedestrian scale lighting supplements typical roadway streetlights by adding or adjusting the source of outdoor illumination closer to pedestrians, improving visibility of those walking along and across the street and enhancing safety for all road users.

STREETSCAPE SIGNAGE AND WAYFINDING



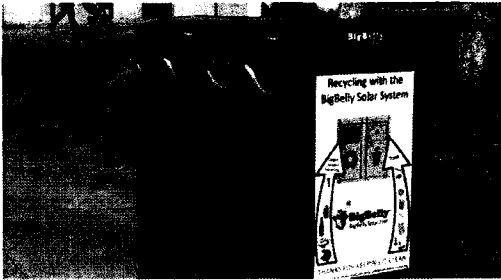
Streetscape signage and wayfinding provide directional information to key destinations

²² https://safety.fhwa.dot.gov/roadway_dept/night_visib/docs/Pedestrian_Lighting_Primer_Final.pdf

²³ <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-09/StreetLightingPedestrianSafety.pdf>

nearby, including parks, transit stops, civic buildings, and other neighborhoods. They also can be used to create a sense of place within the neighborhood, providing historical information and marking points of interest.

TRASH RECEPTACLES



Trash and recycling receptacles reduce litter by providing a convenient place for waste disposal. Depending on style and functionality they can be moderately inexpensive and require only a small area that is clear and level. They should be placed to provide for easy maintenance, regular emptying, as well as high visibility to reduce the risk of vandalism. Newer trash compactor trash receptacles can increase the capacity of regular-sized bins, reducing the required frequency of emptying and preventing unwanted scavenging.

Bicycle Amenity Options

BICYCLE PARKING



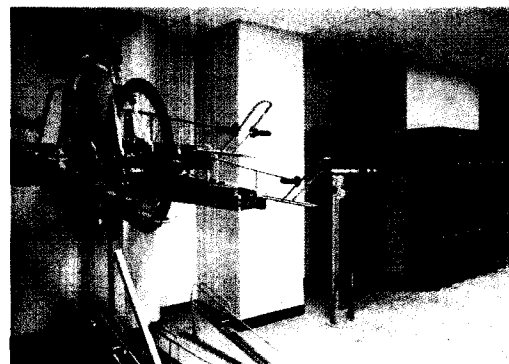
Bicycle racks at convenient locations provide secure places to park and lock bicycles on a short-term basis. Bicycle parking should be sited at level locations that are highly visible to avoid bicycle theft, as well as complementary to other amenities, like end of trip facilities. Special care should be taken to comply with accessibility requirements and avoid conflicts with motor

vehicles, pedestrians, and mobility devices. Providing sanctioned bike parking in the right locations can help avoid bikes locked to objects such as trees, fences, railings, gutters, light poles, signs, and benches, which may cause maintenance or accessibility issues.

Most bicycle racks are designed to be durable, and the chosen style of rack should support the bicycle upright by its frame in two places, prevent the wheel of the bicycle from tipping over, enable the frame and one or both wheels to be secured, support bicycles without a diamond-shaped frame with a horizontal top tube, allow front-in parking. A U-lock should be able to lock the front wheel and the down tube of an upright bicycle, and allow back-in parking, and a U-lock should be able to lock the rear wheel and seat tube of the bicycle.

Wheel-bending schoolyard bicycle racks, which can damage bicycles, and "wave" style bicycle racks, which are space inefficient, are outdated rack styles that are not recommended. Additional guidance on bicycle parking and bicycle rack selection may be found in the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines.

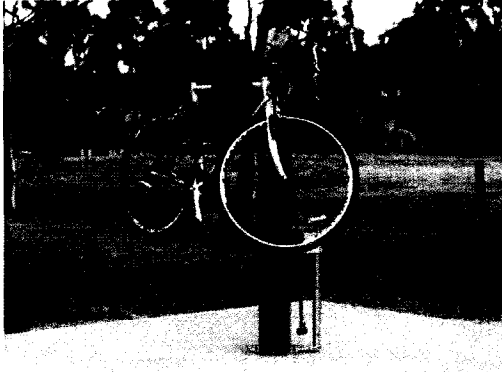
END OF TRIP FACILITIES



Longer distance bicycle commuters may wish to freshen up upon arrival, prior to beginning the day. To further encourage people to bicycle more often, additional amenities should be provided including showers, locker rooms, and bicycle wash stations. These amenities are

frequently provided for bicycle commuters through workplace or school facilities.

BICYCLE REPAIR STATIONS



From flat tires to adjusting brakes and derailleurs, bicycle riders of all abilities sometimes need to make quick adjustments while out on the trail. Bicycle repair stations include all the necessary tools and equipment for basic bicycle repairs and maintenance. Bicycle repair stations act as a ruggedized bicycle tool "library," designed to withstand both vandalism and the elements, with securely attached tools, stand and often a bicycle pump. Care should be taken when placing bicycle repair stations to avoid areas where vandalism is more likely, and instead placing them in highly visible, well-lit, and accessible locations where bicyclists may easily pull off the trail to make repairs.

BICYCLE LEANING RAILS

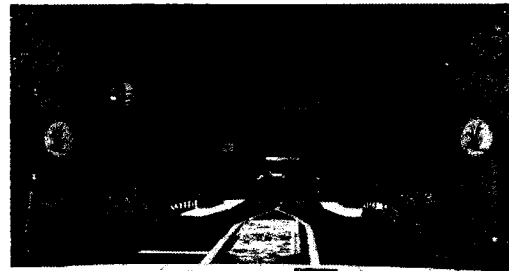


Bicycle leaning rails allow bicyclists to rest an arm and foot when waiting at signalized intersections along designated bikeways. These amenities encourage more people to bicycle by

providing something to hold onto for balance while waiting for the traffic signal. Bicycle leaning rails also encourage proper bicyclist positioning and alignment along multi-use trail crossings, reducing conflict between bicyclists and pedestrians. Bicycle leaning rails are produced by multiple manufacturers and come in a variety of lengths (typically 4' and 8'), finish options, and colors.

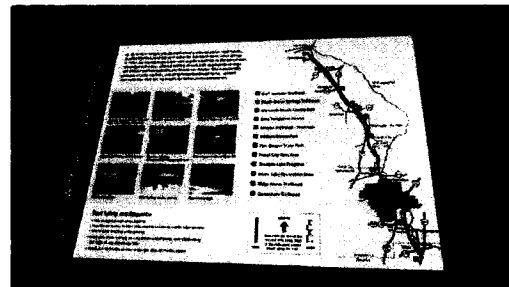
Trail Amenity Options

GATEWAY MONUMENTS



Gateway monuments are placed at main entrance points, trailheads, and prominent intersections of trails, creating a sense of place for the trail network and its users.

TRAIL MAPS / GATEWAY SIGNS



A well-planned and attractive system of destination signs and trail maps can greatly enhance trail networks by orienting users to their location within the community and providing navigational assistance to nearby routes or points of interest. By highlighting connections to other trails or modes of transportation, gateway and trail map signs can encourage more people to walk and bicycle for more trips.

These signs can be implemented as a standalone feature at trail entrances or paired

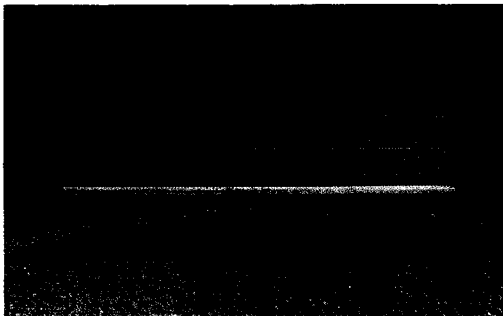
with wayfinding signs (described in a later section) along the trail to offer more comprehensive navigational assistance.

INTERPRETIVE SIGNS



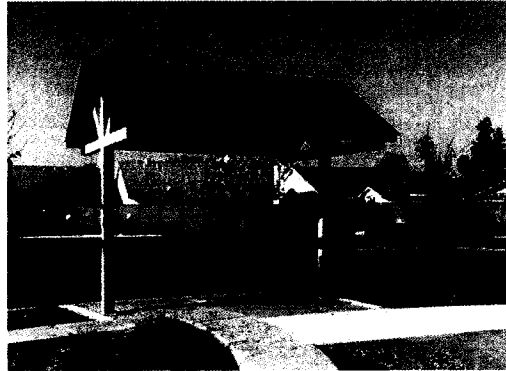
Interpretive signs orient trail users to adjacent natural features, waterways, and local wildlife, building a deeper sense of awareness. Because many of the existing and planned trails follow creeks and natural areas, the City's trail network presents numerous opportunities for interpretive signage.

BENCHES



Providing seating along trails improves accessibility and comfort for all trail users, and can be especially helpful for children, older adults, and those with mobility challenges. Simple benches can be installed at a moderate cost and require a firm and level area. Many also include an adjacent accessible area where a person in a wheelchair or other mobility device may safely pull off the trail. Paving the area surrounding the bench is common, but not required.

SHADED BENCHES



Where trees do not provide sufficient shade cover, or where protection from weather is also desired, benches can be installed in conjunction with shade structures. The structure adds significant cost and requires more substantial footings, but typically does not dramatically increase the footprint of the trailside seating area.

PICNIC TABLES



Like benches, picnic tables provide seating along trails, improving accessibility and comfort for all trail users, and can be especially helpful for children, older adults, and those with mobility challenges. Picnic tables expand the number of uses that can be accommodated along the trail network, like outdoor gatherings, dining, and other activities. Simple picnic tables can be installed at a moderate cost and require a firm and level area. Many are designed to accessibility standards; placement of accessible tables will need to be in an area where a person in a wheelchair or other mobility device may safely pull off the trail.

TRASH RECEPTACLES



Large trash and/or recycling receptacles reduce litter on trails by providing a convenient place for waste disposal. They are moderately inexpensive and require only a small area that is clear and level (while concrete pads are common, they are not necessary). When used in conjunction with dog waste stations (which include small trash receptacles), trash receptacles can be placed slightly further apart on trails. They should also be located to provide for easy maintenance and regular emptying.

DOG WASTE STATIONS



Dog waste stations provide bags and trash receptacles, making it convenient for people walking dogs on the trail to clean up after their pets. They are inexpensive, are typically pole-mounted, and can be placed frequently along the trail to encourage use. Care should be taken that

waste stations are placed in locations where they can be maintained regularly.

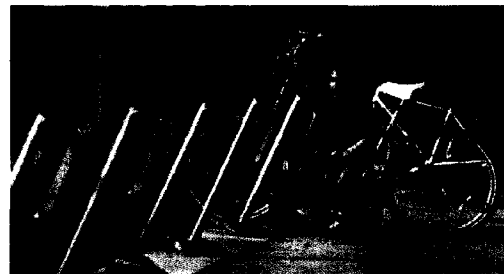
DRINKING FOUNTAINS



Drinking fountains can improve the quality of experience for trail users on long trips, in hot weather, or where tree cover is sparse. While drinking fountains themselves are relatively small and only moderately expensive, providing an accessible area off the trail to access the fountain increases the required footprint.

Drinking fountains require potable water meters, which may not exist along the trail. Meters for drinking water are different from meters used for irrigation of landscaping. If a new water meter is required, significant additional costs are incurred.

BICYCLE PARKING



Bicycle racks at convenient locations provide secure places to park and lock bicycles on a short-term basis. Bicycle parking should be sited at level locations along the trail that are highly visible to avoid bicycle theft, as well as complementary to other amenities, like public restrooms or motor vehicle parking areas.

Special care should be taken to comply with accessibility requirements and avoid conflicts with motor vehicles, pedestrians, mobility devices, and other trail users. Providing sanctioned bike parking in the right locations can help avoid bikes locked to objects such as trees, fences, railings, gutters, light poles, signs, and benches, which may cause maintenance or accessibility issues.

PUBLIC ART



Public art has the power to elevate a multimodal trail or shared-use path from useful infrastructure only into a treasured space in the community. Public art near trails can be used to tell the story of the trail or share the identity of the community through which it runs and establish an enhanced sense of place.

There are many types of public art on trails including sculptures, murals, painted trail surfaces, gardens, lighting, gates and fences, as well as interactive art. Materials used can vary widely by region and budget but are regularly wood, stone, fiberglass, plastic, bronze, or copper. Temporary or “pop-up” art can also be a more affordable option for public art along trails but may require additional program management and curation efforts. Community members, including youth, can be great participants in selecting and creating art to foster a sense of community pride and ownership in the trail. Funding for public art can come from public, private, or philanthropic sources.

Special care should be taken to ensure the chosen public art can safely withstand human interaction and vandalism as well as the elements. Siting should place the public art so

that it does not disrupt or block the trail when viewed or interacted with by trail users. Maintenance should be institutionalized through the Lathrop Public Works Department and the art should be insured, typically through the municipal insurance policy.

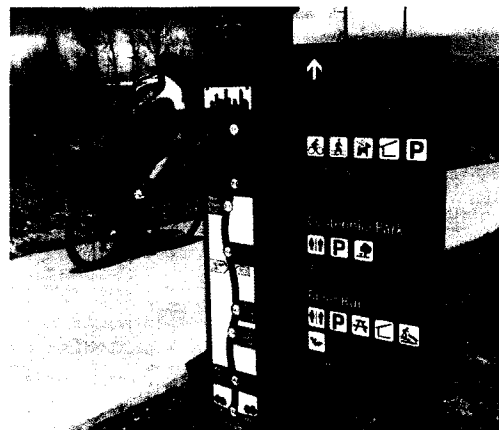
ADDITIONAL CONSIDERATIONS / MAINTENANCE

Maintaining each segment as well as the amenities is important to the overall usability and accessibility of the trail. A consideration for the safety of trail users would be to maintain the trail surface for ease of use and to design trails with root barriers to prevent roots from uplifting the paths.

Wayfinding

Wayfinding signage is a system of navigational signs and markings that inform active transportation users of their surroundings, showing helpful information at key points to guide them along the best route to their destinations.

Trail Wayfinding



Wayfinding signs are small, pole-mounted signs placed along trails and bikeways at intersections or other “decision points” as well as along network segments to confirm time or distance information for active transportation users.

Signs typically display destination and directional information, at a minimum, but may also include distance, travel time, and the name of the bikeway, trail, or neighborhood as appropriate.

Bicycle Wayfinding

There are three types of bicycle wayfinding signs:

DECISION SIGNS



Oakland, CA



Concept

Decision Signs should be placed at the intersection of two or more bikeways to help inform bicyclists of the possible routes connecting to key destinations, like commercial centers, parks, or other bikeways.

TURN SIGNS



Chicago, IL



MUTCD

Turn Signs signal when a bikeway turns from the current roadway onto another roadway.

CONFIRMATION SIGNS



Chicago, IL



Oakland, CA

Confirmation Signs let bicyclists and other active users know that they are on a designated bikeway. They can also help bring awareness of the bicycle route for motorists.

Pedestrian Wayfinding



Source: Bret Yourstone

Pedestrian wayfinding systems are designed to be informative, providing accurate and understandable information that helps people walking or rolling assess their physical environment and efficiently navigate to their desired destinations. Pedestrian wayfinding systems help people get around a city or neighborhood without their cars, encouraging more people to walk.

Best practices for pedestrian wayfinding include:

- ◆ Wayfinding signage should have clear information, consistent visuals, and conspicuous placement.
- ◆ Wayfinding signage should be free of visual clutter with up-to-date information.
- ◆ Do not place more signs than are necessary to provide the right information at the right time.
- ◆ Make wayfinding signage and markings delightful, inspiring residents and visitors.

Infrastructure Recommendations

This section presents infrastructure recommendations identified to support improvements to the City's bicycle, pedestrian, and trail networks, and describes the approach toward developing these recommendations.

The recommendations development process began with creating an improvement dataset that combines unconstructed projects previously

proposed in several relevant planning documents, including the 2004 City of Lathrop Bicycle Transportation Plan. This approach provided the opportunity to begin the current recommendation process with a list of previously identified projects intended to address the City's needs.

Building upon the list of previously proposed improvements, the project team identified gaps and opportunities for improvement in the project list. By examining results of technical analyses that informed the needs identified in the existing conditions assessment (refer to Existing Conditions chapter for more information), as well as concerns expressed during the community engagement process, an updated list of recommended projects was developed.

The recommendations are intended to provide Lathrop residents and visitors with accessible, connected, and safe options for bicycle and pedestrian uses in the City. The intent of these recommendations is to present short-term and long-term recommendations to improve the bicycle, pedestrian, and trail networks in Lathrop and provide a framework for the City to successfully implement these projects.

While the proposed improvements are the result of a comprehensive examination of the City's needs, all recommendations have been developed within a planning-level analysis framework. For a project to advance, additional analyses may be required prior to implementation, design, or construction. These analyses may include an engineering study to understand any relevant site-specific issues and develop a design in compliance with state and local design standards, additional public review, and procuring the necessary project funding.

Given the nature of this document as a planning-level framework, there will be a need for minor modifications or adjustment that nonetheless support the overall vision of improving walking and bicycling in Lathrop. Proposed minor adjustments would need to be approved by the

Director of Public Works or their designee and would need to adhere to any established design protocols and support the vision and goals outlined in this Plan. Examples of minor adjustments include, but are not limited to:

- ◆ Relocation within a project area
- ◆ The connectivity no longer makes sense
- ◆ The property is rezoned for a different use that would not require the same improvements
- ◆ A CIP project included a connection, so it is no longer needed at that location
- ◆ A determination that a relocation would increase safety
- ◆ Provide improved connectivity to amenities
- ◆ Other reason as described by the Public Works Director which enhances the overall system functionality
- ◆ Improve bicycle or pedestrian circulation

This list is not intended to be fully inclusive. The Director of Public Works, or their designee, has the flexibility to make the final determination on when a minor adjustment would make more sense. Where it is determined that the proposed adjustment best fits the character of the project then they will be required, and development applications shall execute such at the sole discretion of the City.

The proposed bicycle facility infrastructure recommendations are presented in Figure 30. The proposed pedestrian facility infrastructure recommendations are presented in Figure 31. For a table of the full list of infrastructure and study recommendations, see Appendix B. Area-specific recommendations are described below.

Area-Specific Recommendations

EAST LATHROP

Within East Lathrop, several types of bicycle facilities and pedestrian improvements are recommended in this primarily residential area. There are elementary schools, parks, locally

servicing retail, and other community destinations that foster an environment for walking and biking. This Plan proposes several local streets as Class III bicycle boulevards, where traffic volumes and speeds are low. Class II bike lanes are proposed along 5th Street, O Street, and Cambridge Drive south of Tomsen Road. Class II buffered bike lanes are proposed along McKinley Avenue and a portion of Thomsen Road in front of Lathrop Elementary School.

Class IV protected bikeways are proposed along Lathrop Road east of I-5, along Louise Avenue east of I-5, and along Harlan Road. A formalized Class I shared-use path is proposed north of Lathrop Road west of the railroad ROW to Princeville Street, connecting 7th Street to neighborhoods to the north. A feasibility study should be conducted to determine a path alignment to continue this facility north to Roth Road. A short, formalized Class I shared-use path is proposed to connect Blue Sky Drive to Bizzibe Street through Armstrong Park, where an existing footpath exists. Another feasibility study is recommended for a bicycle and pedestrian connection between the backside of Manuel Valverde Park, which has an existing path connecting to Thomsen Road, and J Street via an undeveloped parcel and the Lathrop-Manteca Fire Station 31 driveway.

Multimodal crossing improvements are proposed at major intersections along Lathrop Road, which is a high-stress barrier for pedestrians and cyclists. Improvements include high visibility crosswalks, bicycle conflict markings with green paint, bicycle detection with bike signals and leading bicycle intervals at signals, and bike boxes to improve safety and visibility for both pedestrians and cyclists. Curb extensions are also proposed at Lathrop Road at 5th Street to shorten crossing lengths and slow vehicles while turning. At signalized intersections, a leading pedestrian interval is recommended as an update to the traffic signal timing. At the intersection of Harlan Road and J Street, recommendations include improving the

crosswalk to high visibility and adding green paint in conflict areas.

Improved sidewalk is proposed along Thomsen Road in front of Lathrop Elementary School and new sidewalk is proposed along Thomsen Road and along L Street, both between 5th Street and 7th Street to connect to the elementary school and the park. New ADA curb ramps, curb extensions, and an RRFB are proposed for the entrance at Manuel Valverde Park.

Improved signs and pavement markings are recommended along McKinley Avenue at the railroad crossing. Additionally, along 7th Street, traffic calming measures such as narrower lanes and speed humps or speed cushions are recommended to reduce vehicular speeds.

BUSINESS PARK (BP) AREAS AND SOUTH LATHROP

The Crossroads BP, Lathrop Gateway BP, and South Lathrop areas are primarily warehousing, manufacturing, and distribution facility areas frequented by heavy trucks and employees; they are accessed primarily via South Harlan Road and D'Arcy Parkway. Proposed bicycle facilities in the BP area include Class II bike lanes along Tesla Drive/Nestle Way, Christopher Way north of Nestle Way, Murphy Road north of D'Arcy Parkway, and on Shideler Parkway going to/from the Lathrop/Manteca ACE Station.

A Class I path is proposed along Yosemite Avenue to connect the existing trail adjacent to SR 120 to the ACE station, and to improve its connection to Manthey Road. Additionally, the feasibility of a Class I path should be evaluated connecting from where Yosemite Avenue ends, north across the railroad tracks to Christopher Way. A Class I shared-use path is proposed along S. Howland Road between D'Arcy Parkway and Louise Avenue parallel to the railroad ROW.

Class II buffered bike lanes are proposed along D'Arcy Parkway between South Harlan Road and Yosemite Avenue. Class IV protected

bikeways are proposed along Harlan Road, Murphy Parkway between D'Arcy Parkway and Tesla Drive (parking protected bikeway), and along Yosemite Avenue toward Jefferson Way.

Improved multimodal crossings are proposed at the existing path connecting Yosemite Avenue and Manthey Road near Mossdale Crossing Regional Park as well as at the Yosemite Avenue SR 120 on- and off-ramps. Additionally, improved wayfinding signage and pavement markings should be implemented at the intersection of Christopher Way and Tesla Drive/Nestle Way to direct active transportation users along the proposed Class II bike lanes through the turn.

CENTRAL LATHROP AND MOSSDALE AREAS

Class II bike lanes, paired with a Class I shared-use path, are proposed along Dos Reis Road, in coordination with already planned roadway improvements associated with a nearby warehouse facility development, providing enhanced connectivity to Lathrop High School as this area develops. A Class I shared-use path is proposed along Manthey Road between Louise Avenue and Spartan Way. Similarly, a new Class I path is proposed from the existing path at the end of Spartan Way along the San Joaquin River and connecting to the existing path at Mossdale Landing Community Park. A pedestrian and bicycle bridge over I-5 is also proposed, connecting Towne Centre Drive and D'Arcy Parkway. This will provide an enhanced active transportation connection between the City's civic facilities west of the freeway and the employment hubs to the east. Class II bike lanes are proposed along Towne Centre Parkway to connect this new freeway crossing with the existing bike and pedestrian facilities along Golden Valley Parkway. New Class II bike lanes are also proposed on Sadler Oak to connect to the existing bike path along the river levee.

Crossing improvements in this area of Lathrop include constructing a protected intersection at

River Islands Parkway and Golden Valley Road as well as curb extensions and pedestrian refuge islands. At the nearby intersection of Manthey Road and Louise Avenue, this Plan proposes the installation of a high-visibility crosswalk with a pedestrian hybrid beacon and advance stop/yield markings. Additionally, it is recommended that new signage explicitly allowing bicyclists to use the sidewalk be installed along River Islands Parkway and all other existing facilities in the City where sidewalk is designated as Class I shared-use path but lacks proper signage and markings. High-visibility crosswalks are proposed at multiple locations including the intersection of Manthey Road and Sadler Oak as well as near trail crossings.

RIVER ISLANDS AREA

River Islands Parkway is the main roadway through this area and currently has Class II bike lanes and wide sidewalks designated as shared-use paths along both sides of the road. Improving the on-street bike lanes with a buffer would enhance the comfort on such a large road. Class II buffered bike lanes are also proposed along Somerston Parkway from River Islands Parkway to Golden Valley Parkway (future connection).

Centerline striping along the sidewalks along River Islands Parkway is recommended to indicate it is a Class I shared-use path. This is also recommended along Lakeside Drive from West Stewart Road to Manthey Road. Along Lakeside Drive, from Parkside Drive to West Stewart Road (roundabout), widen the sidewalk to 10 feet, improving comfort for people walking, bicycling, and rolling. Along Stewart Road, the existing Class I shared-use path is proposed to be widened to 12 feet with centerline markings to allow both bicyclists and pedestrians to efficiently travel along this path. Along Mullholland Drive, this Plan recommends upgrading the existing Class I path along both sides of the road with signage and striping for shared use. Along Somerston Parkway, this Plan

also recommends extending the existing Class I facilities on both sides of the street south to the future connection of Golden Valley Parkway.

A new Class I shared-use path is proposed along the perimeter of the River Islands area, extending the existing recreational bike trail from Islanders Field to future connections with Dell Osso Drive and Somerston Parkway. This will be the Levee Trail proposed in River Islands Phase 2 Parks and Open Space Master Plan. A new Class I trail is also proposed from the terminus of the proposed Levee Trail, along Stewart Road west, and ending at Paradise Road.

New Class I paths are proposed to close various gaps in the network: A Class I path connection is proposed on Dell Osso Drive north of Lakeside Drive to close the gap with the existing facility, and a connection from the Levee Trail to the current terminus of River Islands Parkway at Paradise Road.

A Class IV protected bikeway is proposed along Dell Osso Drive from Mulholland Drive to Golden Valley Parkway (future connection). Class III Bike Boulevards are proposed along Lakeside Drive and along Mulholland Drive east of Dell Osso Drive to prioritize bicycle comfort. Bike boulevards are to be implemented with traffic calming features.

Crossing improvements focus on intersections along the primary arterials of River Islands Parkway, Somerston Parkway, Lakeside Drive, and Dell Osso Drive and include high-visibility crosswalks, curb extensions, pedestrian refuge islands, bike boxes, and conflict markings with green paint. These elements aim to create safer, more convenient crossings while enhancing visibility of pedestrians and cyclists to drivers. This Plan also proposes a new high-visibility crosswalk, pedestrian refuge island, and RRFB at the intersection of River Islands Parkway and Oberlin Avenue.

HIGHWAY INTERCHANGE AREAS

Within Lathrop, there are multiple interchange locations where highway off-ramps and on-ramps intersect City streets, presenting hazards for people walking, bicycling, and rolling. These locations include I-5 at Roth Road, I-5 at Spartan Way/Lathrop Road, I-5 at River Islands Parkway/Louise Avenue, I-5 at Manthey Road/Mossdale Road, as well as SR 120 at Yosemite Avenue.

Crossing I-5 and SR 120 on foot or by bicycle can be very challenging due to the limited active transportation facilities along the major east-west routes, as well as the prevalence of large commercial vehicle traffic using these roadways. This Plan recommends new and/or improved crossings that facilitate more comfortable connections from one side of the freeway to the other, including a feasibility study for the Lathrop Road crossing, new Class IV bikeway for the Louise Avenue crossing of I-5 (to be implemented much earlier than interchange improvement project²⁴), a new bicycle and pedestrian connection between D'Arcy Parkway and Towne Centre Drive, and new Class IV bikeway for the Yosemite Ave crossing of SR 120.

Improving Connections to Lathrop High School

Lathrop High School is located on Spartan Way west of I-5. The main route to school, Lathrop Road, is incredibly challenging for students who live in the disadvantaged neighborhoods east of I-5 to safely walk or bike to and from school each day. As the Lathrop Road I-5 underpass was built prior to significant development west of the freeway, its active transportation facilities are inadequate, with narrow sidewalk on the north side only, no bicycle facilities, and multiple crossings of on- and off-ramps that all present hazards. Students walking and bicycling

²⁴ <https://dot.ca.gov/caltrans-near-me/district-10/district-10-current-projects/10-0e550>

experience multiple vulnerabilities along this route, including from drivers turning right on red when entering or exiting the freeway to high motor vehicle speeds and the presence of large commercial vehicles.

For Lathrop Road where it crosses beneath I-5, this Plan proposes a feasibility study to further clarify how best to improve the bicycle and pedestrian experience, particularly for children commuting to and from Lathrop High School along this route. This feasibility study can be standalone or part of a Safe Routes to School study and should consider multiple solutions and alternatives while estimating what is possible given constraints pertaining to Caltrans collaboration, requirements, and facilities. Suggested improvements from this feasibility study may include widening the sidewalk to 10 feet with an enhanced physical barrier between the sidewalk and vehicular traffic, reducing the travel lane width to 10.5 feet, and/or adding signage indicating bikes can use the sidewalk. They may also include high visibility and raised crosswalks at on-ramps, curb extensions to shorten crossings, bicycle conflict markings with green paint, bicycle detection with bike signals, leading bicycle intervals at signals, and bike boxes to improve safety and visibility for both pedestrians and bicyclists.

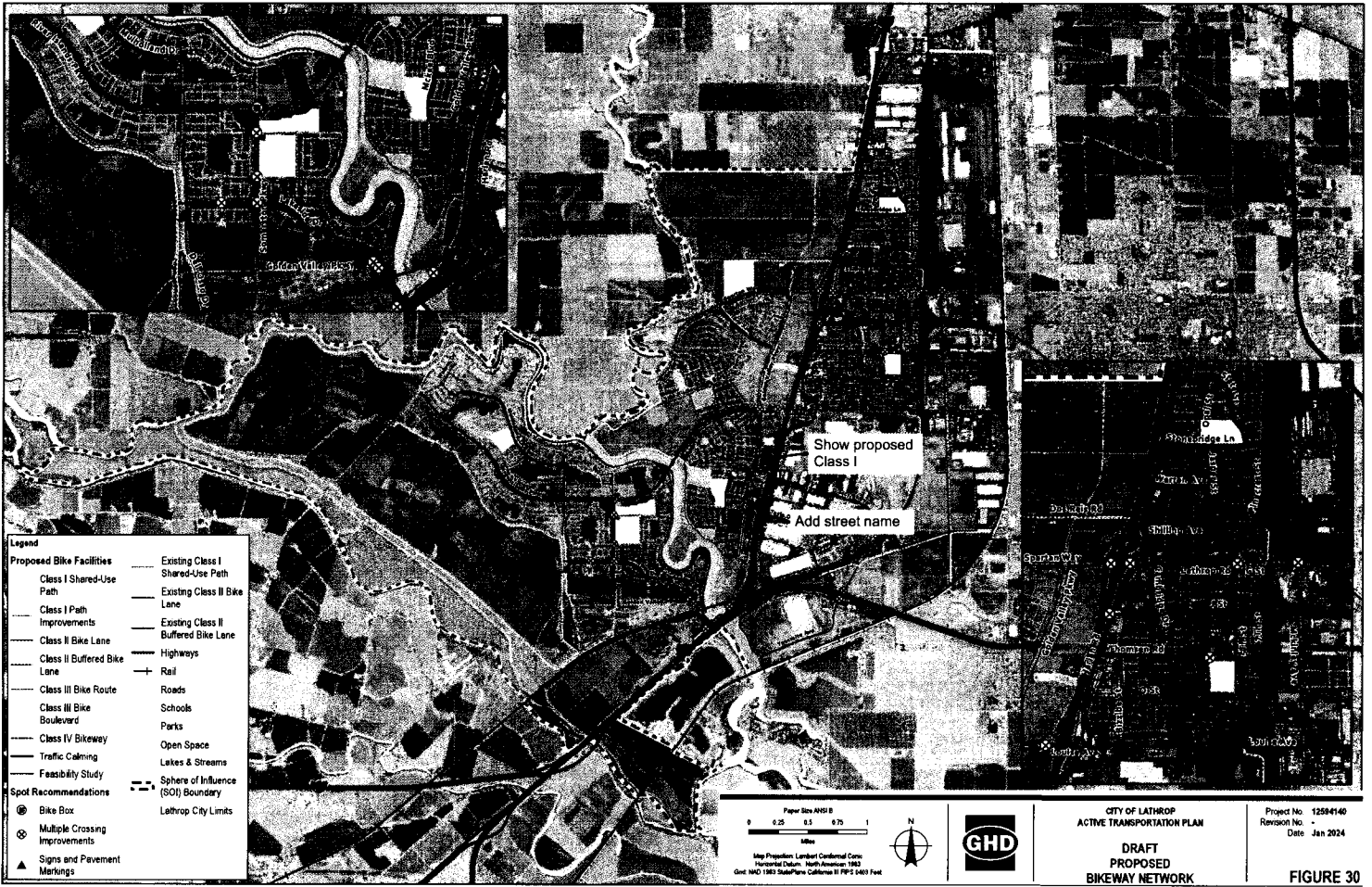
LED blank-out signs may also be considered to reduce right turn conflicts between motor vehicles and pedestrians and bicyclists.

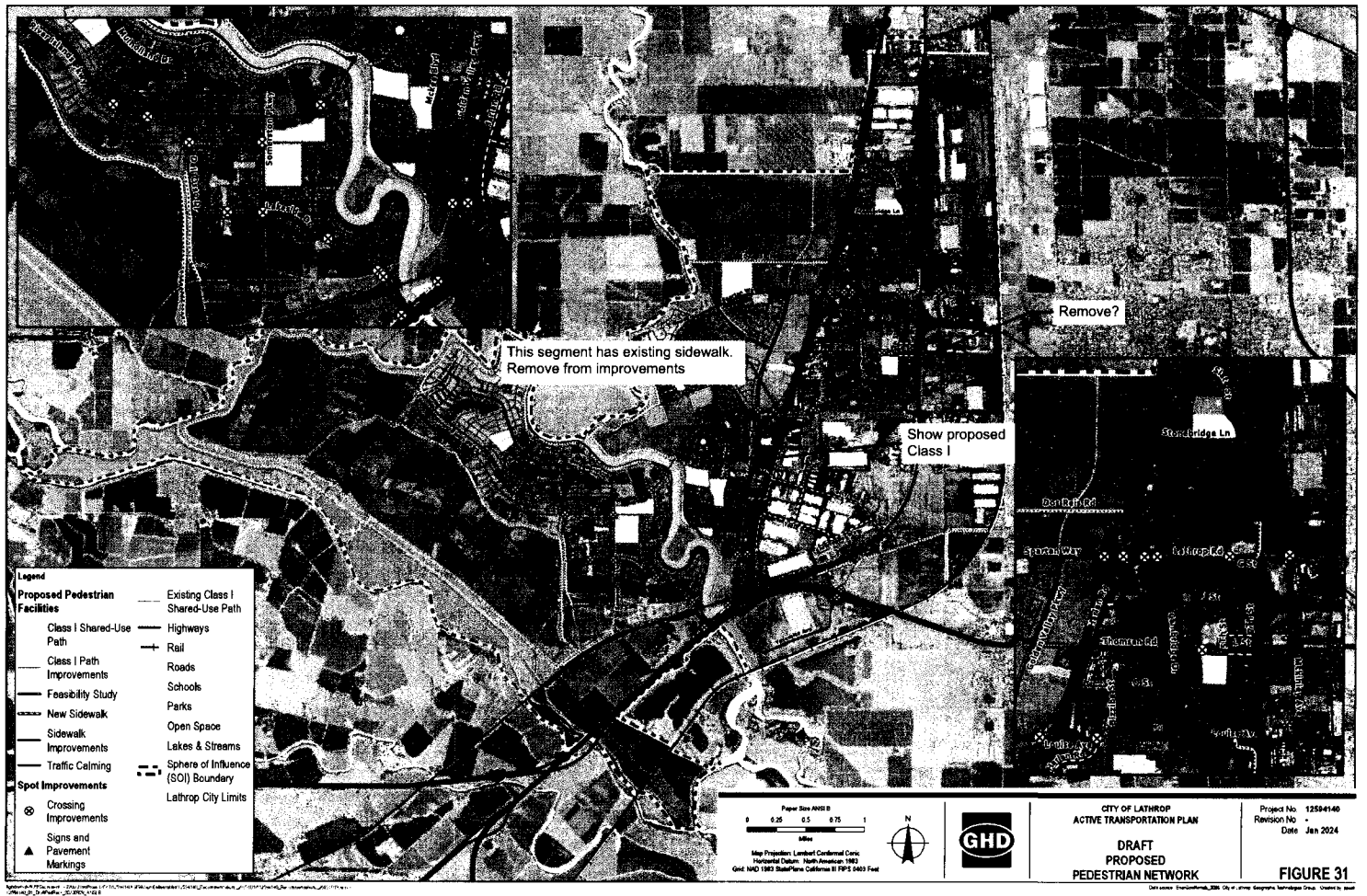


Example "No Right Turn" LED Blank-out Sign: Source: *The Monarch Press*

Table 13: Proposed Bikeway Miles

Facility Type	Existing Miles	Proposed Miles	# of Projects	Total Existing + Proposed Miles	Percentage Increase
Class I Shared-Use Path	26.2	30.3	20	56.5	116%
Class II Bicycle Lane	11.8	4.3	8	16.1	36%
Class II Buffered Bicycle Lane	4.3	9.4	8	13.7	219%
Class III Bicycle Route	-	3.0	8	3.0	-
Class III Bicycle Boulevard	-	0.4	1	1.6	-
Class IV Separated Bikeways	-	10.1	10	11.3	-





Project Priority Evaluation

Project Evaluation

Infrastructure projects were prioritized based on the criteria listed in Table 14 below. The full points listed were assigned if the criterion was met; no partial scores were awarded.

Project recommendations by this Plan are prioritized based on an evaluation methodology

to help the City identify which projects should be selected and targeted for implementation first. Project selection methodology is based upon typical grant criteria and modified to fit the context of Lathrop. Other considerations such as available funding and grant program criteria may result in projects being implemented in a modified order from that suggested by the prioritization.

Table 14: Project Priority Evaluation Criteria

Criteria	Description	Points Possible
Equity	Projects located in an area identified as vulnerable by Median Household Income, Free or Reduced Meal Program (projects within a ¼ mile of schools), Healthy Places Index, or CalEnviroScreen, Justice 40	5
Safe Routes to School	Projects located within ¼ mile of a K-12 school	5
Safety	Projects located within 500 feet of a location with a history of recurring bicycle or pedestrian collisions	4
Gap Closure	Projects that close a gap between existing bicycle or pedestrian facilities	4
Low Stress Network	Bicycle projects that reduce LTS score to LTS 1 or 2, and sidewalk projects	3
Community Input	Projects that address a challenge or include an improvement identified by the community during public engagement activities for this Plan	2
Activity Generator	Projects located within ½ mile of an activity generator such as parks, civic facilities (library, community center, City Hall), access to groceries, or medical services	1
Transit Mobility	Projects located within ¼ mile of transit stops	1
Total		25

Priority Recommendations

Given the high volume of recommended improvement projects, this Plan recommends the City focus on a short list of priority recommendations to be implemented first.

A list of 10 priority recommendations were selected using the project evaluation methodology described above. Table 15 shows all projects that scored the highest. The full recommendations table may be found in Appendix B, which shows project complexity and priority evaluation scores for every project.

City staff will use these recommendations when reviewing development applications and updating the City's Capital Improvement Program. The City also reserves the right to select other projects outside of the priority list and implement them on an as-needed basis. Recommendations may change over the years as the City begins to implement, especially if other safety needs arise or the City identifies safer options along particular corridors or within certain communities. Given the various funding sources needed to fund these types of projects, CIP staff will also look at how available grant funding aligns with these recommendations. CIP staff may consider lower priority recommendations when they better align with funding sources and grants.

Table 15: Priority Recommendations - All Projects

ID	Facility	Location	Start	End
L26	Class II Bike Lane	O Street	South Harlan Road	5 th Street
L51	Class II Bike Lane	Cambridge Drive	Thomsen Road	East Louise Avenue
L23	Class IV Bikeway	Harlan Road	Roth Road	Louise Avenue
L45	Class II Buffered Bike Lane	5 th Street	Longbarn Drive	Louise Avenue
L91	Class I Shared-Use Path	Dos Reis Road	Manthey Road	Western Terminus of Dos Reis Road
L9	Class IV Bikeway	Lathrop Road	I-5 NB On/Off Ramps at Lathrop Road	Eastern extent of City limits
L41	New Sidewalk	L Street	5 th Street	7 th Street
L47	New Sidewalk	Thomsen Road	5 th Street	7 th Street
L76	Class III Bike Route	Opal Street	State Street	Stonebridge Lane
L77	Class III Bike Route	Jasper Street/Sugar Pine Drive/Onyx Court	Onyx Court	Jasper Street

Table 16: Priority Recommendations - High Complexity

ID	Facility	Location	Start	End
L23	Class IV Bikeway	Harlan Road	Roth Road	Louise Avenue
L91	Class I Shared-Use Path	Dos Reis Road	Manthey Road	Western terminus of Dos Reis Road
L9	Class IV Bikeway	Lathrop Road	I-5 NB On/Off Ramps at Lathrop Road	Eastern extent of City limits
L41	New Sidewalk	L Street	5 th Street	7 th Street
L47	New Sidewalk	Thomsen Road	5 th Street	7 th Street
L10	Class I Shared-Use Path	Manthey Road	River Islands Parkway	Lathrop Road
L85	Class I Shared-Use Path	South side of San Joaquin River	Existing Class I Path near River Islands Parkway / San Joaquin River	Proposed Levee Trail terminus near Cowper Court
L25	Class IV Bikeway	South Harlan Road	Louise Avenue	South Harlan Road (End)
L4	Class IV Bikeway	West Louise Avenue	South Manthey Road	South Harlan Road
L5	Class IV Bikeway	East Louise Avenue	South Harlan Road	Cambridge Drive/Lof Way/ Crossroads Way

Table 17: Priority Recommendations - Low Complexity

ID	Facility	Location	Start	End
L26	Class II Bike Lane	O Street	South Harlan Road	5 th Street
L51	Class II Bike Lane	Cambridge Drive	Thomsen Road	East Louise Avenue
L45	Class II Buffered Bike Lane	5 th Street	Longbarn Drive	Louise Avenue
L76	Class III Bike Route	Opal Street	State Street	Stonebridge Lane
L77	Class III Bike Route	Jasper Street/Onyx Court	Sugar Pine Drive	Sugar Pine Drive
L79	Class III Bike Route	Warren Avenue	South Harlan Road	Cedar Valley Road
L15	Class I Path Improvements	River Islands Parkway	Louise Avenue	Paradise Avenue
L19	Class I Path Improvements	Lakeside Drive	Dell Osso Drive	West of Parkside Drive
L64	Class II Bike Lane	Towne Centre Drive	Golden Valley Parkway	South Manthey Road
L90	Class II Bike Lane	Dos Reis Road	Manthey Road	Western terminus of Dos Reis Road

Non-Infrastructure Recommendations

Existing Programs

Non-Infrastructure programs support walking and bicycling in a community by sharing information, promoting safety, and creating an environment that encourages active transportation.

Communities with high rates of walking and bicycling often use a “Five E’s” approach with education, encouragement, evaluation, and equity complementing engineering improvements.

- ◆ **Education** programs share information about safety, benefits of active transportation, and resources or facilities available in the community. They should address people bicycling, walking, and driving.
- ◆ **Encouragement** programs promote bicycling and walking as fun, convenient, and enjoyable modes of transportation and recreation.
- ◆ **Evaluation** programs monitor success through counts, surveys, and data review to inform adjustments or modifications to programs, policies, and the built environment.
- ◆ **Equity** is a lens through which all programs and infrastructure projects should be viewed to ensure disadvantaged members of the community have access to and benefit from the City’s investments in active transportation.

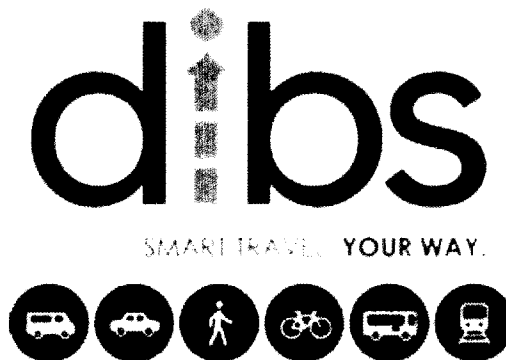
The following are current regional and local efforts to support bicycling and walking.

SJCOG REGIONAL BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL MASTER PLAN

As reviewed in the Existing Conditions chapter, the SJCOG Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan, adopted in 2012, outlines existing programs and recommendations for the region. The plan cites the Commute Connection (now Dibs) Program and Bike to Work Week, and suggests a swath of education, encouragement, enforcement, and evaluation non-infrastructure recommendations that support active transportation.

DIBS PROGRAM

San Joaquin Council of Governments (SJCOG) has a web-based tool called Dibs²⁵ (formerly the Commute Connection Program) where users can plan their trips using an interactive map and a match list system to find the best way to get where they need to go via active transportation, transit, or vanpooling.



Source: SJCOG

CITY OF LATHROP

Each year, the City partners with the Lathrop Policy Department to hold a Bike Rodeo for students K-8. Those who participate navigate a bicycle obstacle course to learn how to safely cross intersections, exit driveways, identify car blind spots, and more. Participants also receive

²⁵ <https://www.sjco.org/626/Dibs---Smart-Travel>

a bicycle safety inspection, a free helmet, and a certification of completion.

The Lathrop Police Department has also partnered with Manteca Unified Nutrition Services and with Lathrop Elementary school to facilitate Walk to School Days in the past.

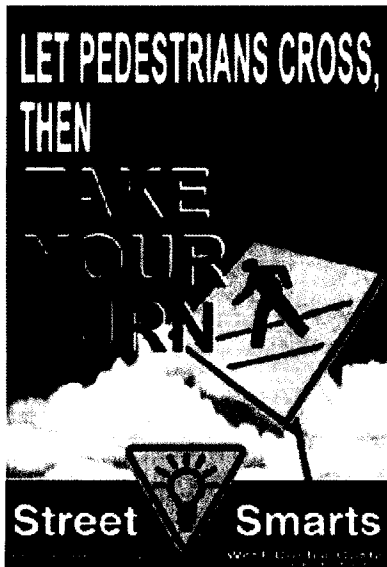
Manteca Unified School District began implementing a weekly staff training class for the MUSD Crossing Guard Program in 2022. A crossing guard program should be established in Lathrop schools once enough staff is trained.

Recommended Programs

The following are proposed non-infrastructure programs to support bicycling and walking in Lathrop.

“STREETSMARTS” CAMPAIGN

A Streetsmarts campaign uses print and digital media, radio, and television to educate the community about safe driving, bicycling, and walking behavior.



Source: Contra Costa Health Services

A Streetsmarts campaign could be used to target behaviors that are particularly prevalent in Lathrop. Through an outreach process, the community will help identify some behaviors that create challenges for bicyclists and pedestrians

in Lathrop. A Streetsmarts campaign could address:

- ◆ How to properly position trash cans so they don't obstruct bicycle facilities.
- ◆ How to park so that bicycle facilities are left unobstructed, and how to obey “No Stopping” and “No Parking” signs.
- ◆ How to stop at a Pedestrian Hybrid Beacon.
- ◆ Bicycling with traffic.
- ◆ Educational needs of youth bicyclists and pedestrians.

BICYCLE SAFETY EDUCATION FOR ADULTS

The League of American Bicyclists teaches Smart Cycling classes that focuses on how bicyclists should behave to be safer, more predictable, and can be confident bicycling on streets both with and without dedicated bicycle facilities. The Lathrop area does not have existing adult bicycle education opportunities, but the city could reach out to League Certified bicycle clubs and organizations in Stockton, Merced, Sacramento, and the Bay area, or formulate their own courses and curriculums based on those taught by the League. The City should support such classes with advertising and by providing meeting space or other in-kind support.

BICYCLE REPAIR PROGRAM

A bicycle repair program could be hosted by the City, a community organization, or a collaboration of multiple partners. The city could also consider reaching out to bicycle shops in the surrounding areas to provide teaching assistance. The program could offer courses on bicycle repair and proper bicycle maintenance.

The program could also gather community input on key locations where fix-it stations would be well positioned in the City, supporting those using Lathrop's extensive trail network. The City could provide graphics to show users how to operate fix it stations, and station locations could be put on a trail network map.

Other communities in the region have organizations that provide a community bicycle repair space and are staffed by volunteer bicycle mechanics to assist with do-it-yourself repairs, like the Sacramento Bicycle Kitchen. If there are no established bicycle repair organizations in Lathrop, the City could partner with local groups to provide a space for bicycle education and repair.

HIRE A BICYCLE AND PEDESTRIAN COORDINATOR

This plan recommends dedicating a City staff position or hiring a staff person to focus on bicycle and pedestrian projects and program coordination on a full-time basis. This position would assist planning, public works, and transportation projects in accounting for bicyclists and pedestrians. The position would also be leveraged to prepare grant applications to fund projects and programs and support coordination with the public and neighboring jurisdictions.

The bicycle and pedestrian coordinator could also serve as the coordinator for a Safe Routes to School Program responsible for organizing events, implementing programs outlined in this plan and elevating the SRTS program as a priority for Lathrop's schools. The coordinator plays a key role in identifying other programs and events that further the goals of the SRTS program. Refer to the SRTS section to better understand the roles and responsibilities of the program.

If funding is not available to create a new position, the City may consider an interim measure, including adding this as a program element of an existing position, hiring as a part time position, or dedicating lower-cost internship resources to work on bicycle and pedestrian projects until a full-time position can be funded. Some organizations and foundations will fund staff member salaries, fellowships, or contractor salaries for a set period. The City may consider applying for grants from one or more of these

foundations. Lathrop may also create a SRTS coalition to support or in place of a SRTS coordinator where members can discuss implementation of elements proposed in this plan, as well as additional programs.

LIGHT AND HELMET GIVEAWAY PROGRAMS

Lathrop currently participates in annual helmet giveaways for Bike Rodeo Participants. Expanding this effort to a Light and Helmet Giveaway Program that occurs more frequently and provides safety equipment for children and adults may increase comfort for new riders. Lathrop may also want to create funding for this program rather than relying solely on donations.



Example bicycle light giveaway program; Source: Long Beach Post

SOCIAL WALKS/RIDES

Supporting social walks and bicycle rides in Lathrop can provide many benefits to the community. People who are uncomfortable walking or bicycling alone, or who are unfamiliar with the best routes to use, will benefit from having a group to show them the way. Rides can also be used as information educational opportunities to remind participants about safe walking or bicycling behavior.

MOBILE-FRIENDLY BIKEWAY/TRAIL MAP

Currently, San Joaquin Council of Governments has an interactive ArcGIS map, as well as a PDF map, of Lathrop's bikeways, but these resources should be highlighted more prominently on the City's website as well. In addition, creating a mobile-friendly bikeway and trail map could provide a current, comprehensive wayfinding

resource for people walking and bicycling in Lathrop. The City could also consider providing a link on its website to an opensource trail application such as AllTrails. AllTrails is a free mobile trail map application that provides real-time wayfinding by using GPS in a user's mobile phone. Some Lathrop trails are already mapped in the AllTrails database, but the full trail network could be added to the application through a formal partnership with AllTrails or by adding individual trails through a free user account.

WALKING AND BICYCLING AMBASSADORS

The Guadalupe River Park Conservancy in San Jose, California operates a volunteer trail ambassador program, where volunteers wear green vests to identify themselves and spend at least 45 minutes each week bicycling or walking on the trail. In addition to reporting maintenance needs, ambassadors carry small kits with supplies for basic first aid, bicycle repairs, graffiti removal, or other tasks based on their interest and preference.



Trail Ambassador; Source: Guadalupe River Park Conservancy

An ambassador program in Lathrop could recruit volunteers to act as eyes on the trail, report maintenance needs, share educational materials and maps, and provide a friendly presence on the trail network. Staffing needs for this program could be limited to coordinating occasional volunteer training sessions. Trusted volunteers may be enlisted to help with program coordination, and grant funds could be pursued to offer a stipend to ambassadors or coordinators.

BICYCLE PARKING ORDINANCE

In the 2012 Bicycle, Pedestrian, and Safe Routes to School Plan, SJCOG suggests local jurisdictions adopt a bicycle parking ordinance to require new developments to install bicycle parking for residents and customers. As Lathrop continues to build and expand in new residential and commercial development, especially in the River Islands community, instating an ordinance like this would help establish municipal support for active transportation users.

BIKE RACK PROGRAM

With or without a bicycle parking ordinance, a bicycle rack program would help coordinate and streamline bicycle rack installation. The program could be managed by a staff member who would work with staff and business owners to install bicycle racks and bicycle corrals citywide. This helps to ensure bicycle racks are properly installed to avoid blocking sidewalks and that racks are placed in locations that are convenient and accessible.

The City could also consider developing customized bicycle racks. These racks can highlight the identity and "brand" of Lathrop as a community that supports bicycling and can also double as art features.



Example bike rack; Source: City of Carlsbad

Where appropriate, a bike rack program could also coordinate with local businesses to provide bicycle lockers or other secure parking for employees and long-term visitors. Secure long-

term parking is a key component of the active transportation network, encouraging employees to bicycle instead of drive and helping to reduce bicycle theft.

BICYCLE-FRIENDLY BUSINESS PROGRAM

Bicycle-friendly business programs recognize businesses that make it easy and convenient for both employees and customers to arrive by bicycle. This requires different strategies to accommodate the different needs of customers and employees. To accommodate customers, providing bicycle parking and supporting City bicycle infrastructure projects can make it more comfortable and easier to travel by bicycle. Some businesses also choose to offer discounts or incentives to people who arrive by bicycle.

For employees, offering secure long-term parking for bicycles is key. This could include a secure gated bicycle parking area, indoor bicycle parking room, or access to bicycle lockers. If space is not available for dedicated secure bicycle parking, business owners and landlords can consider allowing employees and tenants to bring bicycles inside and store them in their workspace or another dedicated location. Providing changing areas, showers, or lockers to store belongings can also make it easier for employees to bicycle to work.

By recognizing businesses that support bicycling, Lathrop can support the local economy while potentially fostering stronger partnerships with the Chamber of Commerce and business owners to build community support for bicycling projects and programs. One way to highlight the bicycle-friendly businesses may be to locate them on any future print and digital maps of Lathrop trails and bikeways.

The League of American Bicyclists also has a bicycle-friendly business program that municipalities can utilize while some communities have chosen to develop their own programs.



Source: The League of American Bicyclists

COUNT EVALUATION PROGRAM

Local agencies can use count evaluation programs to gauge the success of their programs and track their progress toward local active transportation goals. Lathrop may conduct pedestrian and bicycle counts before and after implementing a program or completing infrastructure to better understand the impacts of a project. Lathrop could also organize annual pedestrian and bicycle counts to evaluate whether the City is making progress towards increasing pedestrian and bicycle mode share.

Funding sources like the Active Transportation Program require before and after counts for both infrastructure and non-infrastructure projects, so integrating pedestrian and bicycle counts into project and program planning prepares the City for future funding opportunities.

Counts can be taken on the ground, through video footage, or, by automatic counters. This Plan recommends Lathrop investigate technologies that increase efficiency and accuracy when taking counts. SJCOG's Bicycle, Pedestrian, and Safe Routes to School plan suggests infrared counters or in-pavement loop detectors as effective solutions.

ANNUAL REPORT CARD

An annual report card would assess the City's progress toward the goals and milestones outlined in the Plan including implementation of the recommended projects and programs and

desired increases in active transportation. Annual report cards can also incorporate a review of effectiveness to evaluate costs and benefits of various efforts and adjust investments to maximize results.

This Plan recommends that the City develop an annual report card that tracks progress toward implementing this ATP and incorporates annual collision data, program participation data, and other relevant metrics to highlight successes and challenges of improving bicycling and walking each year. Specific performance measures identified by the City and the community should be included in this report card on an annual basis to track key metrics over time and better understand successes and challenge areas.

ANNUAL RIDE-ALONG

An annual ride-along could include City staff, relevant committee members, and other community stakeholders. The purpose of the ride-along would be to identify new opportunities or challenges that may arise in the future as new developments occur and this Plan is implemented in Lathrop. The ride-along would also provide on-the-ground insight into the needs of people who bicycle throughout the City's active transportation network. Findings from the annual ride-along could be included in the annual report card, mentioned earlier.

Safe Routes to School

A student's experience arriving to school can set the tone for the rest of their school day. Studies show that students who walk and bicycle to school are better prepared to start the school day, having higher levels of concentration, academic performance, and regular attendance. Walking and bicycling to school fill an average of 16 of the 60 minutes of physical activity recommended for school-aged children.

Lathrop is currently working on a Safe Routes to School (SRTS) project – Warren Avenue Safe Routes to School – that aims to improve routes to Widmer Jr. Elementary School for active transportation users through infrastructure enhancements. Implementing non-infrastructure SRTS tools will support these efforts, increase adoption of active transportation, and continue to improve safety and comfort for students and families who walk and bicycle to school.

SAFE ROUTES TO SCHOOL PLAN

A safe routes to school plan should incorporate walking and bicycling routes located near a school, include a schedule for strategies the City and its partners intend to implement, detail how the program will be evaluated, and provide recommendations to increase walking and bicycling to school.

This Plan recommends that the City develop a SRTS Plan for each school, preferably in partnership with MUSD. Plans should be made available to parents and students via digital and print media. SRTS plans should be updated to illustrate changes to routes as this Plan is implemented.

For more information regarding how to create a SRTS plan, review the SRTS Guide: Steps to Creating a Safe Routes to School Program.²⁶

WALK AND BICYCLE AUDITS

Conducting walk and bicycle audits can help to identify challenges and strategies to improve walking and bicycling near schools and along student routes. An audit can be conducted at any time. Specific concerns, like City-identified "hot spots," may prompt audits, but they can also be conducted to determine what opportunities are present for improvement. On a walk and bike audit, community members survey active transportation routes together, noting conditions that make their streets feel comfortable and

²⁶ saferoutesinfo.org

those that make them challenging. Walk and bicycle audits can be used to:

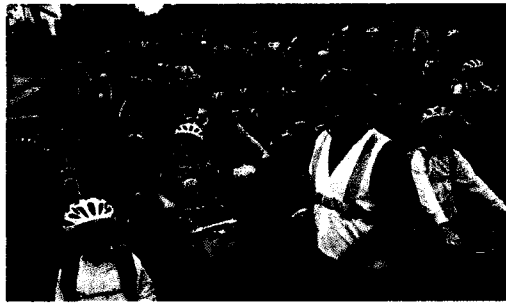
- ◆ Document barriers to walking and bicycling.
- ◆ Identify disparities between neighborhoods that may have different walking and bicycling environments.
- ◆ Identify problems that can be easily addressed and problems that need greater investment of time and funding.
- ◆ Encourage walking and bicycling to school.
- ◆ Engage students in understanding and improving communities.

A walk and bicycle audit should improve safety, comfort, and accessibility for students of all ages, abilities, and socioeconomic backgrounds. Walk and bicycle audits can be conducted successfully using many different strategies.

For additional information, the Safe Routes to School National Partnership²⁷ Provides detailed guidance in their manual, *How to Plan and Conduct a Walk Audit*. The manual and other resources can be found at www.saferoutespartnership.org.

WALKING SCHOOL BUSES AND BIKE BUSES

Walking school buses and bike buses (sometimes call “bicycle trains”) create regular and ongoing opportunities for groups of parents and students who live near each other in neighborhoods to walk and bicycle together. Group walking and bicycling improves community connections, increases visibility, discourages bullying, and encourages wider adoption of active transportation. A SRTS coordinator, task force, or parent/teacher volunteer(s) could help implement and advertise regular walking school buses and bike buses. Additional information about starting a new bike bus can be found on the BikePortland website.²⁸



Successful Bike Bus Program; Source: BikePortland

ADDRESS WALKING AND BICYCLING IN ARRIVAL AND DISMISSAL PROCEDURES

Arrival and dismissal can be challenging for students and parents traveling by most transportation modes. When developing a school arrival and dismissal program, some key principles should address pedestrians and bicyclists specifically:

- ◆ Assess needs through walk and bike audits.
- ◆ Prioritize the safety and comfort of students walking and bicycling.
- ◆ Use multiple strategies that incorporate the E's of SRTS: Engineering, Education, Encouragement, Evaluation, and Equity.
- ◆ Separate motor vehicles from pedestrians and bicyclists and reduce conflict areas between them.
- ◆ Clearly demarcate and enforce the appropriate channels for vehicles, bicyclists, and pedestrians with signs, pavement marking, and educational materials.

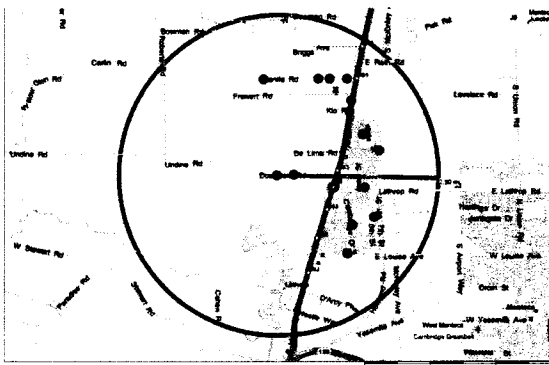
The Safe Routes National Partnership published an info brief for implementing these strategies, called *Keep Calm and Carry on to School: Improving Arrival and Dismissal for Walking and Bicycling*. The manual and other guidance for implementing SRTS strategies can be found at www.saferoutespartnership.org.

²⁷ <https://www.saferoutespartnership.org/resources/toolkit/lets-go-walk>

²⁸ <https://bikeportland.org/2022/10/05/sam-balto-on-how-to-start-a-bike-bus-of-your-own-364734>

IMPROVE SCHOOL BUS PROGRAM

Prior to the Covid-19 pandemic, MUSD operated a comprehensive school bus program to transport area students to and from school each day. Today, MUSD provides this service only to a limited number of qualifying students: elementary school students living outside of a 1.25-mile radius from their school of residence, high school students living outside of a 2.5-mile distance from their school of residence, and Individualized Education Plan and/or McKinney-Vento Homeless Assistance Act students.²⁹ With this narrowed eligibility, most students in Lathrop, and nearly all Lathrop High School students living in Lathrop, do not qualify for school bus services and must either walk, bike, or be driven to school.



Lathrop High School "No-Bus Zone"; Source: MUSD

While the current distance-from-school minimums exceed what most practitioners consider "walkable" for school age children (typically between 0.5 and 1.5 miles is most appropriate), significant gaps in the active transportation network also exist along major routes to school, like along Lathrop Road between Lathrop High School and neighborhoods east of I-5, creating uncomfortable and often dangerous situations for students traveling on foot or by bicycle to school. This Plan recommends greater collaboration and partnership between the City of Lathrop and Manteca Unified School District

to improve and expand the current school bus program to both increase safety for students who may not yet have a safe way to walk or bike to school as well as improve school area traffic congestion during arrival and dismissal, particularly at Lathrop High School.

CROSSING GUARD PROGRAM

While MUSD has taken steps to create a crossing guard program by establishing a training class held weekly for staff while schools in Lathrop have begun the process to hire crossing guards, no cohesive crossing guard program exists across Lathrop schools. Creating such a program will increase the sense of comfort for parents and encourage walking and bicycling to and from school, as crossing guards help students cross the street, teach children about pedestrian safety, and communicate with drivers about how to safely drive in school zones and on routes to school. Creating a recognizable uniform (high visibility vest, school logo, name tag) for the crossing guards adds an additional element of safety.



Crossing Guard

The Caltrans Active Transportation Resource Center suggests other safety programs that can create a supportive environment for children walking or bicycling to school, including:

- ◆ **Corner Captains:** Crossing guard program volunteers can be located along school routes to provide guidance and security for students traveling to school. This technique

²⁹ <https://www.mantecausd.net/staff/departments/operational-services/transportation>

may be especially helpful for younger students. Parent volunteers may also take on this role to increase safety.

- ◆ **Safe Houses:** Schools can establish locations along routes to school where students can go in case of emergency on the way to and from school. Locations should be labelled, published on school websites, and parents should be notified of such locations.

Demonstration Projects

Demonstration projects are low-cost, temporary roadway projects that help local agencies introduce design solutions that increase safety and access to walking, bicycling, and public spaces to the public. Demonstration projects are meant to increase public engagement with active transportation solutions – temporary demonstrations generally last one day to one week and bring awareness to local transportation needs, allow stakeholders to interact with potential design elements, increase support for active transportation projects, and create stronger connections between government agencies, elected officials, non-profit organizations, local businesses, and residents. They allow a city to test design solutions and receive feedback before making permanent infrastructure investments.

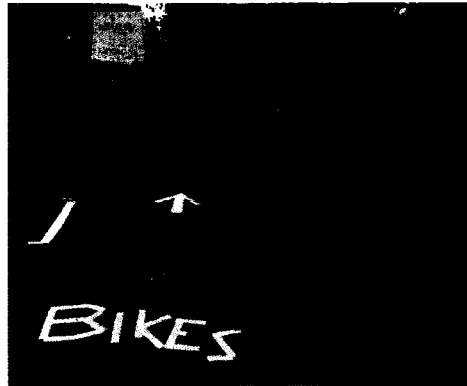
Demonstration projects are often recommended as a means of collecting valuable feedback from the community. Funding programs, like the Active Transportation Program, require robust community engagement, so demonstration projects are an excellent way to test infrastructure and gather feedback for grant applications, or to include as a component in a non-infrastructure application.

Below are examples of demonstration projects this plan recommends for Lathrop.

TEMPORARY PROTECTED BIKEWAY

Temporary protected bikeways may help the City demonstrate what a permanent Class IV facility

might look and feel like. The City should prioritize temporary facilities along corridors where permanent bicycle facilities are already planned, or along an existing bikeway where riders may benefit from improved separation.



Temporary Class IV Bikeway; Source: Central Seattle Greenways

Temporary bicycle lanes can be striped using duct tape or foiled back traffic tape, or by applying spray chalk by hand or with an athletic field striper, if available. Use temporary paint or chalk to draw symbols required for the facility type. Bicycle lanes should be five to seven feet wide, with a parallel line drawn three feet from the first to create a buffer. Elements that increase visibility, like green bicycle lanes, can also be added using tempura paint, cornstarch paint, or chalk.



Temporary Class IV Bikeway; Source: American Planning Association

Barrier elements like traffic cones, cardboard cylinders, plastic barriers, or free-standing delineators can be placed 8 to 20 feet apart inside the buffer to create protection for the lane. Planters can also serve as barriers for protected bicycle lanes – using wooden crates or custom planters that can be assembled on site provides both enhanced safety and aesthetic benefits,

showcasing how plants and greenspaces can be established in conjunction with transportation infrastructure.

DEMONSTRATION CROSSWALKS

Increasing crossing opportunities for pedestrians improves safety and incentivizes walking. To create tactical demonstration crosswalks, use surface treatments like chalk, spray chalk, tape, or temporary paint to draw required crosswalk markings (ladder, continental, etc.). For example, stripes can be outlined using tape and filled in with paint, or chalk. Painted floor mats that are cut to size and adhered to the ground provide a reusable alternative. Crosswalks should be at least six feet wide, and stripes should be 12 to 24 inches wide and 12 to 36 inches apart. The City may also consider colorful art crosswalks. Art crosswalks create an opportunity for a community engagement event where residents can work with the local agency to facilitate the demonstration project and paint crosswalk designs.



Demonstration Crosswalk; Source: LADOT

For longer crossing points, pedestrian refuge islands can be constructed to provide a place to wait mid-crossing. Traffic cones, cardboard cylinders, free standing delineators, straw wattles, hay bales, and planters made of tires, wood, or galvanized steel can all be placed mid-crossing to provide relief for pedestrians.³⁰

Longer crossing points can also be shortened by creating curb extensions using similar materials. Curb extensions can be placed at existing

crosswalks or in conjunction with temporary crosswalks and can be used as chicanes, gateways, or pinch points to reduce vehicle speeds.

POP-UP TRAFFIC CIRCLES

Slower traffic speeds allow bicyclists to share the road with motor vehicles. Temporary pop-up neighborhood traffic circles can be used to demonstrate a reduction in motor vehicle speeds in minor, uncontrolled intersections without stopping traffic. These traffic circles should be outlined using solid yellow or white lines, using either chalk or temporary paint, and include barrier elements like planters, hay bales, and/or straw wattles. Signage delineating traffic flow is necessary and should be considered when creating this type of demonstration. Traffic circle circumference should be as large as possible while still allowing clearance for motor vehicles between the inner barrier and the curb. The City may also consider this intervention as an outreach opportunity to educate drivers, bicyclists, and pedestrians on the safe navigation of neighborhood traffic circles and roundabouts.



Pop-Up Traffic Circle; Source: Strong Towns

³⁰ <http://tacticalurbanismguide.com/guides/tactical-urbanists-guide-to-materials-and-design/>

IMPLEMENTATION PLAN

This ATP provides updated recommendations for projects, programs, and policy changes intended to make Lathrop a more walkable and bikeable community. Implementation of this Plan will require community support, political leadership, and significant funding.

This chapter provides a strategy for implementation of the infrastructure projects, including analysis of the cost of the projects proposed in this Plan, an evaluation framework to help prioritize investment of limited resources, and a summary of funding programs for bicycle and pedestrian projects.

Financial Analysis

Unit Cost Assumptions

Table 1 presents unit costs used to calculate planning-level construction cost estimates for the recommended infrastructure projects in this ATP. For linear projects, the unit cost method uses a single functional unit (mile or linear foot) that serves as a multiplier. The appropriate unit cost is multiplied by the length of the improvement to develop a planning-level project cost estimate.

Unit cost estimates were developed based on recent regional project costs bid in 2018 and 2019, as well as input from City of Lathrop staff. Estimates include assumed costs, as appropriate, for:

- ◆ Mobilization
- ◆ Traffic control
- ◆ Earthwork

- ◆ Materials (e.g., aggregate, asphalt, concrete)
- ◆ Signs
- ◆ Pavement delineation and markings
- ◆ Utility coordination, grading, and erosion control

In addition, estimates include 30 percent soft costs including engineering design (15 percent), administration (3 percent), and construction management (12 percent). There is also a 15 percent contingency. Cost estimates for projects in this plan are in 2023 dollars and do not include cost escalation. At the planning level, cost assumptions do not consider project-specific or location-specific factors that may affect actual costs, including acquisition of right-of-way or road widening.



New Class IV bikeway installation; Source: The San Diego Union-Tribune

For some projects, actual costs may differ significantly from the planning-level estimates. Signal timing/phase adjustments are assumed to be staff time only. If additional infrastructure or equipment is needed, that would be an additional cost.

Table 18: Unit Cost Assumptions

Improvement	Unit	Estimated Unit Cost	Notes
Class I Shared Use Path	MI	\$2,000,000	Assumes 10' wide path and minor grading
Class II Bicycle Lanes	MI	\$50,000	Both sides of street
Class II Buffered Bicycle Lanes	MI	\$150,000	Both sides of street
Green Painted Class II Bicycle Lane	MI	\$500,000	Assume 6' wide
Class III Bicycle Route	MI	\$10,000	Includes signage and pavement markings
Class III Bicycle Boulevard	MI	\$500,000	Assumes speed tables, sharrows, and curb extensions in addition to signing
Class IV Separated Bikeway	MI	\$400,000	Includes signing and striping for a one- or two-way facility with small curb separation, no roadway widening
Class IV Parking Buffered Bikeway	MI	\$200,000	Includes signing and striping for a one- or two-way facility with delineators, no roadway widening
Sidewalk	LF	\$200	Assumes 6' wide sidewalk with curb and gutter
Transverse Marked Crosswalk	EA	\$1,000	White or yellow
High Visibility Marked Crosswalk	EA	\$2,000	White or yellow
Advance Stop or Yield Line	EA	\$1,000	Includes sign and pavement marking
Curb Ramp	EA	\$15,000	
Curb Extension (Bulb-Out)	EA	\$25,000	Includes each side of crosswalk
Pedestrian Refuge Island	EA	\$5,000	Assume two 6' by 4' islands
Rectangular Rapid Flashing Beacon (RRFB)	EA	\$800,000	Per crossing
Pedestrian Hybrid Beacon	EA	\$1,000,000	Per crossing
Pedestrian-Scale Lighting	EA	\$15,000	Includes one light
Pedestrian Countdown Signal heads (single crossing location)	EA	\$50,000	Includes countdown signal head hardware at one crossing location
Pedestrian Countdown Signal heads (entire intersection location)	EA	\$200,000	Includes countdown signal head hardware all crossings at intersection location
Sign with Pavement Marking	EA	\$1,000	
Green Conflict Markings	EA	\$5,000	Assume 6' by 50', including a white edge line
Traffic Signal	EA	\$2,000,000	Per intersection
Leading Pedestrian Interval	EA	\$50,000	Per intersection
Bicycle Detection	EA	\$20,000	Per intersection approach
Bike Box	EA	\$2,000	Assume 10' deep by 11' wide
Speed Feedback Sign	EA	\$50,000	Solar assembly

Key – EA: Each; MI: Mile; LF: Lineal Foot

Implementation Strategy

This section presents a strategy to implement the recommended projects outlined in this chapter.

Small segments used for the evaluation are described and illustrated below, followed by a description of the evaluation criteria and scoring process.

The last section of this chapter details the federal, state, regional, and local programs that may fund implementation efforts.

The goal of evaluating projects is to build flexibility into the project implementation process as compatible opportunities arise. Over time, as projects are developed or funding sources issue calls for projects, this flexible matrix can be used to evaluate remaining improvement projects and continue to pursue full buildout of Lathrop's active transportation network.

Implementation Methods

Not all active transportation infrastructure is implemented in the same way. This section covers usual methods and techniques that the City can use. While recommendations in this Plan were developed based on local roadway features, the specific details for how each bicycle and pedestrian project will be implemented is determined by the City and relevant partners. Additional analysis (e.g., community engagement, traffic studies) may be necessary before implementation of any project recommended in this Plan and recommendations may be subject to change.

RESURFACING AND RESTRIPING

Implementing new on-street bikeway projects as part of planned roadway resurfacing is a common way that cities and jurisdictions grow their active transportation networks. Once a roadway is resurfaced – an existing street section is paved, either completely or partially – new bicycle facilities can be added through

striping or restriping. Restriping removes and replaces existing striping to reconfigure the roadway to accommodate new or upgraded bicycle facilities. Upgrading would entail replacing an existing Class II bicycle lane with either a Class II buffered bicycle lane or Class IV bikeway. Common roadway reconfiguration tactics to allow for new or upgraded on-street bicycle facilities include:

- ◆ Narrowing travel lanes
- ◆ Reallocating travel lanes
- ◆ Reallocating parking lanes
- ◆ Reallocating turn lanes



*Narrowing lane widths to accommodate new bicycle lanes;
Source: Streetsblog*

RECONSTRUCTION

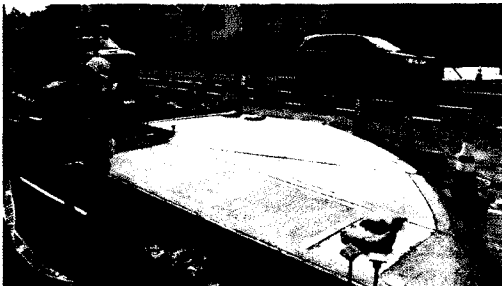
Pertaining to much more substantial maintenance issues at a greater roadway depth than resurfacing, reconstruction projects are also frequently paired with active transportation facility implementation. During roadway reconstruction, in addition to the reconfiguration tactics listed above, more significant changes to allow for new bikeways or traffic calming treatments can take place, including:

- ◆ Adding/moving curbs
- ◆ Building curb extensions
- ◆ Designing tighter curb radii
- ◆ Installing speed humps/cushions
- ◆ Implementing raised crosswalks



Construction photos of a new Class IV bikeway using concrete curbs and (future) landscaping as a buffer; Source: *The San Diego Union-Tribune*

Many on-street active transportation projects recommended in this Plan do not require the acquisition of additional right-of-way, but where it is required would be considered reconstruction, instead of resurfacing and restriping.



New ADA compliant curb ramps; Source: *SDOT Blog*

CONSTRUCTION

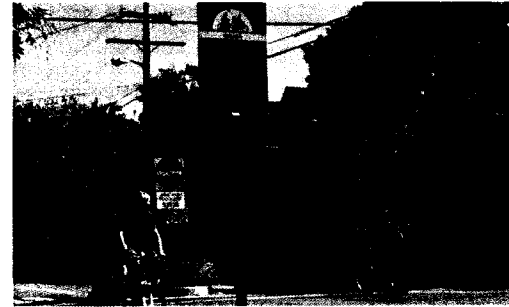
Construction refers to individual projects outside of the roadway, including new Class I multi-use paths, bridges, and underpasses. New construction, if minor, may also include roadway widening to allow for bicycle lanes or shoulders, either along the full length of the bicycle facility or at select locations to better support safe travel for non-motorized users.



Installation of a bicycle and pedestrian bridge in Livermore, CA; Source: *The Independent*

Methods for Certain Facility Types

CLASS III BICYCLE BOULEVARDS



Bicycle boulevard in Berkeley, CA; Source: *The Daily Californian*

Class III bicycle boulevards are streets with low motor vehicle traffic volumes and speeds that are designed to prioritize bicycle travel. Bicycle boulevards recommended in this Plan are intended to be comfortable places for people of all ages and abilities to ride a bicycle, scooter, or other mobility device.

Class III bicycle boulevards should incorporate specific design elements to make the roadways safe and comfortable for non-motorized users. Routes should be well planned, ideally with direct access to key destinations. Signs and pavement markings should be installed to make each bicycle boulevard easy to find and follow. To make the roadway comfortable for all, motor vehicle travel should be slowed (using reduced speed limits, speed humps, curb extensions) and reduced in volume (using traffic diverters). Minor street crossings should prioritize bicyclists using the bicycle boulevard to minimize their delay. Major street crossings should be designed to be safe and convenient. Offset crossings should have clear and safe navigation. Green infrastructure, like landscaped neighborhood traffic circles or curb extensions with bioswale treatments, should be included, where feasible.

Implementation of Class III bicycle boulevards should focus initially on unsignalized intersections/crossings of major roadways. Difficult crossings may dissuade all but a small percentage of strong and fearless bicyclists from utilizing the bicycle boulevard, maintaining a

barrier to safe and comfortable active transportation. Adding crossing improvements, like those recommended in this Plan, to major roadway crossings will help encourage greater usage of the bicycle boulevard. Crossing improvements can include advance warning signs, rectangular rapid flashing beacons, hybrid beacons, curb extensions, or pedestrian refuge islands.

UPGRADING EXISTING CLASS II BICYCLE LANES



Green paint marking conflict areas can help enhance bicycle visibility; Source: The Highlander

There are several existing bicycle lanes in Lathrop that this Plan recommends be upgraded with treatments that better consider active transportation safety and comfort. When streets containing bicycle lanes are resurfaced, the City should consider incorporating treatments that include appropriate placement of bicycle lanes with respect to turn lanes, adding green paint to mark conflict areas, and extending bicycle lanes through intersections to clearly indicate the path of travel for bicyclists.

Potential Challenges

RIGHT-OF-WAY

On-street and off-street active transportation facility projects that cannot be realized without acquisition of additional rights-of-way have greater complexity and longer completion times than projects entirely within existing rights-of-way.

Acquisition and/or condemnation to acquire the property rights required to construct and

maintain the active transportation network may be required prior to the funding and construction (or reconstruction) of specific projects. Right-of-way acquisition, including any financial negotiation or legal proceedings, may be necessary to complete pedestrian or bicycle projects and close active transportation network gaps, however it may also impact the overall project timeline and budget significantly. Most project recommendations in this Plan do not require or recommend acquisition or condemnation.

FUNDING

While many funding opportunities are available at all levels of governance and beyond to improve our connectivity, some typical transportation project funding challenges remain, including:

- ◆ Grant funding cycles
- ◆ Application writing
- ◆ Funding availability and capacity
- ◆ Competitiveness of grant applicant pool
- ◆ Project eligibility and planning preparation
- ◆ Performance tracking and measurement
- ◆ Competing local priorities

Specific funding details can be found in the Funding section below.

MAINTENANCE

Another challenge Lathrop must consider is maintenance. A city may utilize impact fees to pay for new infrastructure and maintenance, but as the city ages and development slows, revenue from impact fees decreases. The City of Lathrop may consider developing a maintenance plan that identifies maintenance best practices and costs to ensure facilities are kept in good condition. Maintenance of active transportation facilities may include:

- ◆ Sweeping streets regularly, prioritizing streets with on-street bikeways and where

highest volumes of bicyclists and pedestrians are expected.

- ◆ Trim vegetation to avoid overhanging or encroaching into the clear path of travel along all pedestrian and bicycle facilities.
- ◆ Implement a minimum paving surface standard for streets with bikeways, trails, and sidewalks and prioritize these streets in repaving and resurfacing activities to ensure the minimum is maintained.
- ◆ Consider maintenance when designing and constructing Class IV bikeways to ensure they can be kept free of debris and that the minimum paving surface standard can be maintained.



*Overgrown vegetation obstructing bicycle facilities can create a hazard and should be kept clear of the path of travel;
Source: Bicycling Monterey*

On Street Facilities

On-street facilities including Class II and Class III bikeways can generally be maintained in conjunction with routine maintenance of the roadway. Streets with bikeways should be prioritized for resurfacing and sweeping to ensure the surface is maintained in a smooth condition free of debris that may pose a hazard for bicyclists.

Off Street Facilities

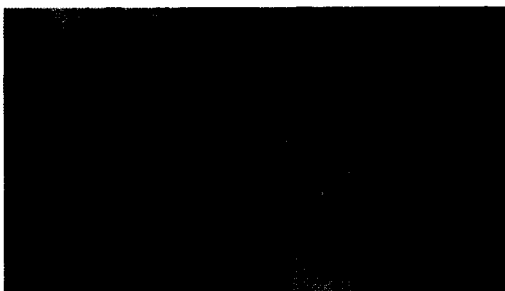
Off-street facilities such as sidewalks, Class I paths, and Class IV bikeways will likely require maintenance independent of roadway operations. A community-driven system for reporting maintenance needs should be implemented alongside regular City inspections of facilities to identify issues.

Vegetation maintenance is a unique need for off-street facilities. City-maintained landscaping should be trimmed on a regular basis to ensure paths and sidewalks are free of encroaching vegetation and clear sight lines are maintained. Residents should be reminded annually of the importance of keeping sidewalks clear of encroaching plants, and a system should be implemented to address noncompliance. Vegetation along trails can generally be managed in three categories:

- ◆ Zone 1 Vegetation should be mowed and maintained at the highest frequency. This zone is typically 4 to 5 feet on either side of a trail and provides a clear zone for people to stop without blocking the traveled portion of the trail. Plants in this zone should be limited to grass and other low-profile landscaping to ensure sight lines are preserved.
- ◆ Zone 2 Vegetation is maintained as needed and may include drainage ditches, slopes, and other more vegetated areas adjacent to Zone 1. Wherever possible, native plants should be selected to minimize irrigation and maintenance needs.
- ◆ Zone 3 Vegetation includes open space areas that are rarely mowed or irrigated. These zones are furthest from transportation facilities and are unlikely to influence the safety or comfort of people walking or bicycling on the facilities.

ACCESS FOR ALL ROADWAY USERS

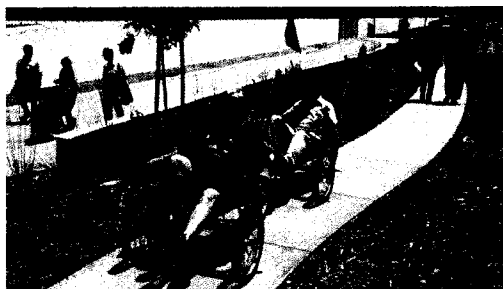
Another potential challenge the City should carefully consider is the provision of access for all roadway users to the proposed facilities. Prioritizing the quicker implementation of bikeways through cost effective methods (like restriping lane configurations during planned resurfacing) should not come at the expense of ensuring access to or across those new facilities via new ADA accessible curb ramps.



Wheelchair user crossing the street along a Class III bicycle boulevard; Source: Berkeleyside

Not all bikeway users are “bicyclists.” Providing an active transportation network in Lathrop that is comfortable and accessible for people of all ages and abilities must ensure that new and upgraded facilities consider the needs of all people using that infrastructure, including those using mobility devices like:

- ◆ Wheelchairs
- ◆ Scooters
- ◆ Skateboards
- ◆ Strollers
- ◆ Tricycles
- ◆ Hand bikes
- ◆ Recumbent bikes
- ◆ Cargo bikes
- ◆ Electric bikes



People using recumbent bicycles to access a new bike path; Source: Daily News

ENVIRONMENTAL REQUIREMENTS

The City must consider and prepare for the project approval and environmental document phase (PA&ED) for any active transportation infrastructure project for which state or federal grant funding is desired, including from the Active Transportation Program. This requirement of environmental clearance of a given project includes completed environmental documents and filed notices by the lead agency, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), if required.

Typical grant funding bodies will not allocate funding for any planning, design, right-of-way acquisition, or construction work for an infrastructure project without prior documentation of environmental clearance through CEQA (and NEPA for federally funded projects).

Funding

A variety of existing transportation funding sources as well as those more specifically aligned with bicycle and pedestrian uses exist. Many are limited to new construction, though some may also offer funds for maintenance of existing facilities. Capital Projects for bicycle and pedestrian facilities are typically funded through a combination of sources and not one single source.

Local and Regional Programs

LOCAL TRANSPORTATION FUNDS – BICYCLES AND PEDESTRIANS

Lathrop is allocated Local Transportation Funds (LTF) from the County's Local Transportation Fund. The LTF is funded through a one quarter cent portion of the sales taxes collected in San Joaquin County and proceeds are allocated to cities via a population-based formula.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The Community Development Block Grant (CDBG) Program is a flexible federal funding program that provides communities with resources to address a wide range of unique community needs. These funds are provided through the U.S. Department of Housing and Urban Development (HUD). These funds are allocated to the City annually and can be used for capital projects that remove a barrier to accessibility.

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (APCD) INCENTIVE PROGRAMS

The San Joaquin Valley APCD offers incentives aimed at reducing harmful emissions throughout the region. Eligible projects include education or training in alternative-fuel vehicles and infrastructure, Class I-III bicycle facility projects, electric vehicle charging infrastructure, subsidized transit passes, construction of park and ride lots, zero emissions school bus infrastructure and replacement, and more.

MEASURE K

Measure K is a half-cent sales tax originally approved in 1990 and renewed in 2006 and is expected to deliver an additional \$2.5 billion worth of transportation improvements to the region by 2041. The Measure funds highways, roads, public transit, and active transportation projects and programs. Bicycle, pedestrian, and SRTS projects are allocated 2.1% of the total

sales tax revenue (funding breakdown shown below):

- ◆ 30 percent of net sales tax revenue is allocated to passenger rail, bus and bicycle and pedestrian improvements.
- ◆ Seven percent of passenger rail, bus, and bicycle/pedestrian funds are dedicated to bicycle, pedestrian, and safe routes to school projects.
- ◆ 40 percent of bicycle, pedestrian, and SRTS funding will be allocated to the local jurisdictions according to their proportionate share of the total incorporated and unincorporated population and 60% will be allocated according to a competitive grant process.

The County is responsible for identifying funding levels for the competitive allocation cycles for Bicycles, Pedestrians, Safe Routes to School program every five years as a part of the Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan. Eligible applicants for competitive BP-SRTS funding included all incorporated cities and the County of San Joaquin, the San Joaquin Regional Transit District, the San Joaquin Regional Rail Commission. Individual School Districts and non-profit organizations are eligible to submit funding requests for eligible ancillary support need projects. Funds may not be used for maintenance and operations of existing or future facilities and applicants should match the funding request by 10% at a minimum.

Additionally, 35 percent of Measure K funds are allocated to Local Street Repairs and Roadway Safety Improvements. Half of funds are allocated to San Joaquin County and half to incorporated cities.

State and Federal Programs

ACTIVE TRANSPORTATION PROGRAM (ATP)

The ATP was created by Senate Bill 99 (SB 99) to encourage increased use of active modes of

transportation, such as walking and bicycling. The ATP consolidated various transportation programs into a single program and was originally funded at about \$123 million a year from a combination of state and federal funds. SB 1 directed an additional \$100 million annually to the ATP (see SB 1 – Road Repair and Accountability Act). The goals of the ATP include, but are not limited to, increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas (GHG) reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities. Application cycles occur approximately every two years, typically in late spring or summer. Funding is awarded at both the state level through the Californian Transportation Commission (CTC) and at the regional level through SJCOG.

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM (AHSC)

The Affordable Housing Sustainable Communities (AHSC) Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce GHG emissions. The program assists project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility of affordable housing, employment centers, and key destinations via low-carbon transportation resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from single occupancy vehicle use to transit, bicycling, or walking. The three Project Area types include:

- ◆ Transit Oriented Development Project Areas
- ◆ Integrated Connectivity Project Areas
- ◆ Rural Innovation Project Areas

SB 1 – ROAD REPAIR AND ACCOUNTABILITY ACT

The “Road Repair and Accountability Act” of 2017 (SB 1) invests \$54 billion over a decade to repair roads, improve traffic safety, and expand public transit systems across California, with funds split equally between state and local investments. SB 1 directs \$100 million annually to the ATP to fund infrastructure projects, program implementation, and plan development to increase bicycling and walking. SB1 funds come to the City either directly or through one of several competitive programs. SB1 also created the Local Partnership Program (LPP), which continuously appropriates \$200 million annually from the Road maintenance and Rehabilitation Account to local and regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements, to improve active transportation, aging infrastructure, road conditions, and other benefits.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

The Highway Safety Improvement Program (HSIP) is a core federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance.

LOCAL ROAD SAFETY PLAN (LRSP)

A Local Road Safety Plan (LRSP) identifies and analyzes systemic safety problems and makes recommendations for safety improvements. The process of preparing an LRSP facilitates the development of local agency partnerships and results in a prioritized list of improvements and actions that can be used to apply for federal and state funds. Since 2022, an LRSP or equivalent document is required for an agency to be eligible

for HSIP funds. Lathrop has not yet completed an LRSP.

LOCAL HIGHWAY BRIDGE PROGRAM

The Local Highway Bridge Program (HBP) replaces or rehabilitates public highway bridges over waterways, other topographical barriers, other highways, or railroads when the State and the Federal Highway Administration (FHWA) determine that a bridge is significantly important and qualifies under the HBP program guidelines. Reimbursable scopes of work include replacement, rehabilitation, painting, scour countermeasures, and preventative maintenance activities.

SUSTAINABLE TRANSPORTATION PLANNING GRANTS

Caltrans Sustainable Transportation Planning Grants are available to communities for planning, study, and design work to identify and evaluate projects, including conducting outreach or improving pilot projects. Communities are typically required to provide an 11.47 percent local match, with staff time or in-kind donations eligible to be used towards the match.

REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANTS

RAISE Grants are awarded on a competitive basis by the US Department of Transportation (USDOT) for investments in surface transportation infrastructure that will have a significant local or regional impact. RAISE Grant Funds were authorized under the Local and Regional Assistance Program in the Infrastructure Investment and Jobs Act, known as the Bipartisan Infrastructure Law (BIL). Eligible grantees include public or government agencies or authorities, units of local government, special purpose districts, transit agencies, federally recognized Indian Tribes, and multi-state or multijurisdictional groups of entities. The Federal share grant may fund up to 80 percent of the costs of projects located in an urban area and up to 100 percent of the costs of

a project located in a rural area, a historically disadvantaged community, or an area of persistent poverty.

CONGESTION MANAGEMENT AND AIR QUALITY IMPROVEMENT PROGRAM

The Congestion Management and Air-Quality Improvement Program (CMAQ), with funding through the BIL, provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas).

In San Joaquin County, CMAQ funding is administered to local agencies by SJCOG.

CARBON REDUCTION PROGRAM

The Carbon Reduction Program (CRP), established by the BIL, provides federal funding for projects designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources. CRP funds may be used for transportation alternative projects including, but not limited to, the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation. CRP funding is apportioned to regions and local agencies based on population, using the 2020 U.S. Census. California's share of the CRP is \$106,704,653.

SAFE STREETS AND ROADS FOR ALL (SS4A) GRANTS

The SS4A funding program was established following passage of BIL in 2021, with the first competitive application cycle commencing in 2022. Local government agencies may directly apply to the program, with funding being provided in three categories: Action Plans,

Supplemental Planning, and Implementation Grants. Applications for all three categories must be focused on implementing complete streets which will ultimately reduce serious injuries and fatalities for roadway users. Action Plan grants fund development of a qualifying Plan to support complete streets and reduction of roadway fatalities/serious injuries. Supplemental Planning activities include follow-up efforts to further the existing Action Plans. Implementation Grants, which implement activities from existing action plans, including constructing roadway safety treatments, including systemic safety fixes, constructing complete streets facilities such as walking and bicycling facilities, and non-infrastructure program activities to support the infrastructure investments.

RECONNECTING COMMUNITIES AND NEIGHBORHOODS (RCN) PROGRAM

The RCN Program combines two Federal funding opportunities: the Reconnecting Communities Pilot (RCP) and the Neighborhood Access and Equity (NAE) Program. Both programs address transportation barriers that have negatively impacted connectivity and access to resources in disadvantaged communities. The RCN program distributes funding through three grant types: Capital Construction projects, Community Planning activities, and Regional Partnership Challenges.

Funding supports planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities, including active transportation improvements. Eligible applicants include state, units of local government, federal recognized Tribal governments, Metropolitan Planning Organizations (MPOs), non-profit organizations.

PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION (PROTECT) GRANTS

The BIL allocates funding for the PROTECT discretionary grant program with the purpose of helping local agencies improve the resiliency of their on-system transportation infrastructure. The program provides Federal funding to projects to help communities address vulnerabilities due to weather, natural disasters, and climate change through four types of grants: Planning Activities (limited to developing a resilience improvement plan), Resilience Improvements, Community Resilience and Evacuation Route Activities, and At-Risk Coastal Infrastructure Activities. Vulnerabilities the program addresses include, but are not limited to, current and future weather events, increasing frequency and magnitude of natural disasters, and changing climate conditions, including sea level rise.

The PROTECT program funds are distributed federally and by formula and competitive grants.

OFFICE OF TRAFFIC SAFETY GRANTS

The California Office of Traffic Safety offers grants annually, funded by the Federal Highway Safety Program, for programs that aim to reduce motor vehicle crashes, injuries, and fatalities. Eligible programs address priority areas, established by the National Highway Traffic Safety Administration (NHTSA) like alcohol- and drug-impaired driving, pedestrian and bicycle safety, public relations, advertising, and marketing programs, and more. Public entities are eligible for grant funding, but non-profits must have a public entity as their host agency.



URBAN GREENING PROGRAM

The California Natural Resources Agency allocated \$50 million to the Urban Greening program for urban greening and urban forestry projects that reduce GHG emission and provide multiple health benefits. Cities, counties, special districts, non-profit organizations, or agencies/entities formed pursuant to the Joint Exercise Powers Act can apply for funding. Applicants are expected to a) acquire, create, enhance, or expand community parks and green spaces and/or b) use natural systems or systems that mimic natural systems to achieve multiple benefits. Eligible projects related to active transportation planning include:

- ◆ Projects that increase tree canopy.
- ◆ Green streets and alleyways, recreational trails.
- ◆ Non-motorized urban trails that provide safe routes for travel between residences, work, commercial centers, and schools.
- ◆ Multi-objective stormwater projects, including construction of permeable surfaces, collection basins and barriers. The State anticipates only once funding cycle, but funding cycles are contingent upon the number of competitive applications.

ITEM 5.2

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

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO FORM COMMUNITY FACILITIES DISTRICT NO. 2024-1 (EAGLES LANDING SERVICES)**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt a Resolution of Formation of the Community Facilities District 2024-1 (Eagles Landing Services); and**
- 3. Adopt a Resolution Calling Special Election for the Community Facilities District No. 2024-1 (Eagles Landing Services); and**
- 4. Adopt a Resolution Declaring Results of Special Election and Direct Recording of Notice of Special Tax Lien for the Community Facilities District No. 2024-1 (Eagles Landing Services); and**
- 5. Introduce Ordinance Levying Special Taxes Within Community Facilities District No. 2024-1 (Eagles Landing Services).**

SUMMARY:

As part of their conditions of approval, master developers are required to submit to the City a fiscal impact analysis. The purpose of a fiscal impact analysis is to estimate the overall financial impacts a development will have on the City. This analysis enables the City to estimate the difference between the costs of providing services to a new development and the revenue the new development will generate.

The City and DR Horton (Developer) have recently completed a fiscal impact analysis for the Eagles Landing project. The fiscal impact analysis projected that the development would produce a shortfall to the City's General Fund. In order for the City to ensure that development continues to pay its own way, Community Facilities

CITY MANAGER'S REPORT
APRIL 8, 2024 REGULAR CITY COUNCIL MEETING
COMMUNITY FACILITIES DISTRICT NO. 2024-1 FORMATION

PAGE 2

District No. 2024-1 (Eagles Landing Services) (CFD) needs to be formed to cover the shortfalls.

Staff recommends Council approve the attached three Resolutions and Ordinance to complete the CFD formation process and to legally authorize the future levy of a special tax to finance the costs of certain services of benefit to the properties within the CFD.

BACKGROUND:

City staff, the Financing Team and the Developer have had several discussions to help formulate the proposed CFD and the special tax to be levied, which has been approved by the Developer and will be calculated and levied as set forth in the Rate and Method of Apportionment of Special Tax (Exhibit B of Attachment A).

The CFD will include 95 parcels and will have a single tax rate formula, for the levy of the "Special Tax", for the purpose of funding City services.

The description of the services authorized to be paid for by the special tax, are detailed the "Description of Services" (Exhibit A of Attachment A). The services shall include:

Services

- Police protection services
- Maintenance of open space; including irrigation and vegetation control
- Maintenance of roads and roadways; including street sweeping, street repair, street striping and repair and repainting of sound walls
- Storm protection; including operation and maintenance of storm drainage system
- Landscaping of public areas; including irrigation, tree trimming and vegetation maintenance and control

The City Council has four documents for consideration:

1. **The Resolution of Formation (Attachment A)** - This officially forms the CFD, authorizes the special tax to be collected and establishes an appropriations limit for the CFD (under Article XIII B of the Constitution). The exhibits to this resolution show the Services to be financed and the formula by which the special tax will be levied in the CFD. This includes the List of Services and Facilities (Exhibit A of Attachment A) listing the services and projects that are authorized to be funded from special tax revenues generated within the CFD and the Rate & Method of the Special Tax (Exhibit B of Attachment A) providing for the security for the funding of the CFD and showing how the revenues from the CFD are to be collected and also sets forth the purpose and level of the taxes from the various different types of properties.

2. **The Resolution Calling Special Landowner Election (Attachment B)**
- This sets the election for the same Council meeting and provides the form of the special ballot to be used by the landowner-voter. The election may be held at the same meeting because the property owner-voters have all requested it. Ballots have been previously mailed and are to be returned directly to the City Clerk by the meeting time.

3. **The Resolution Declaring Results of Special Landowner Election (Attachment C)** - This is for adoption by the Council after the vote is announced by the City Clerk. It confirms the outcome of the property owner election for the CFD. Attached to it is a copy of the official Canvass and Statement of Result of Election to be completed by the City Clerk after the vote is announced. This resolution also directs the filing of the Notice of Special Tax Lien against the lands in the CFD to allow collection of the special tax on each property.

4. **Ordinance Levying Special Taxes (Attachment D)** - Under the law, the Council must levy the special taxes by an ordinance. Under this ordinance, the levy is made once by the introduction and adoption of this ordinance, and, in each year hereafter, the process of determining the special taxes and processing the collection is done by the City's financial official (or a consultant) and no further Council action is needed.

Once the above actions are completed, the City is authorized to record with the County Recorder a Notice of Special Tax Lien pertaining to each of the parcels in the CFD subject to a special tax.

REASON FOR RECOMMENDATION:

Staff has worked with DR Horton to complete a fiscal impact analysis for their project. The fiscal impact analysis has determined that the proposed development will produce a shortfall to the City's General Fund. In order for the City to ensure that development continues to pay its own way, a Community Facilities District (CFD) needs to be formed to cover the shortfalls.

FISCAL IMPACT:

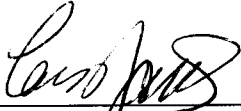
City Staff time and all formation costs have been funded by DR Horton. The proposed CFD will fund General Fund shortfalls anticipated by the development.

ATTACHMENTS:

- A. Resolution of Formation of Community Facilities District
 - Exhibits to Attachment A:
 - A. Description of Authorized Services and Facilities
 - B. Rate and Method of Apportionment of Special Tax
- B. Resolution Calling Special Landowner Election
 - Exhibits to Attachment B:
 - A. Official Ballot Special Tax Election
- C. Resolution Declaring Results of Special Landowner Election
 - Exhibits to Attachment C:
 - A. Canvass and Statement of Result of Election
- D. Ordinance Levying Special Taxes Within the Community Facilities District

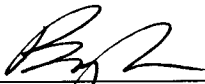
**CITY MANAGER'S REPORT
APRIL 8, 2024 REGULAR CITY COUNCIL MEETING
COMMUNITY FACILITIES DISTRICT NO. 2024-1 FORMATION**

APPROVALS:




Cari James
Director of Finance

3/20/2024
Date



Brad Taylor
City Engineer

3/21/2024
Date



Salvador Navarrete
City Attorney

3-20-2024
Date



Stephen J. Salvatore
City Manager

3-23-24
Date

RESOLUTION NO. 24-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP OF
FORMATION OF COMMUNITY FACILITIES DISTRICT**

**CITY OF LATHROP
Community Facilities District No. 2024-1
(Eagles Landing Services)**

WHEREAS, on February 12, 2024, this City Council adopted a resolution entitled "Resolution of Intention to Establish City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" to Finance Public Services" (the "Resolution of Intention"), stating its intention to form "City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the services to be provided (as set forth in the list attached hereto as Exhibit A), the cost of providing such services, and the rate and method of apportionment of the special tax to be levied within the CFD, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a report caused to be prepared by the Public Works Director (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for the proposed services to be provided therein, as set forth in Exhibit B hereto, has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax; and

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. Recitals Correct. The foregoing recitals are true and correct.
2. No Majority Protest. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. Name of CFD. The community facilities district designated "City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" is hereby established pursuant to the Act.
5. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the San Joaquin County Recorder's Office on February 22, 2024, as Document No. 2024-014664 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.
6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as services in Exhibit A hereto and by this reference incorporated herein (the "Services").
7. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit B attached hereto and hereby incorporated herein.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

9. Responsible Official. The Finance Director of the City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330, 209-941-7200, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$3,000,000, and said appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this City Council.

13. Effective Date. This resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Lathrop at a meeting held on the 8th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

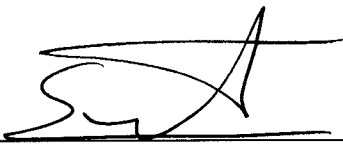
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2024-1 (Eagles Landing Services)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the Eagles Landing area including the area in the CFD, as well as areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the

City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

**RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(EAGLES LANDING SERVICES)**

A Special Tax, as hereinafter defined, shall be levied and collected in City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services) ("CFD No. 2024-1") each Fiscal Year commencing in Fiscal Year 2024/25, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Single-Family Residential Detached Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, which is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2024-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes, including, but not limited to, attorney's fees.

Exhibit "B"

“Annual Services Costs” means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2024-1 for the applicable yearly period.

“Annual Special Tax Requirement” means that amount with respect to CFD No. 2024-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2024-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

“Assessor’s Data” means Assessor’s Parcel Number, Units, Acreage, or other information contained in the records of the County Assessor for each Assessor’s Parcel.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map and/or Assessor’s Data with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County Assessor for purposes of identification.

“Building Square Feet” or **“BSF”** means all of the square footage within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the Assessor’s Data. If the Assessor’s Data does not show Building Square Feet, building permit(s) issued for such structure, or other records of the City shall be used, as determined by the CFD Administrator.

“City” means the City of Lathrop, California.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 2024-1.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Annual Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2024-1” means the City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services).

“County” means the County of San Joaquin.

“County Assessor” means the County Assessor of the County.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2024-1 for which a building permit for new construction was issued by the City prior to June 1 of the preceding Fiscal Year.

“Exempt Property” means all Assessors’ Parcels within the boundary of CFD No. 2024-1 which are exempt from the Special Tax pursuant to Section E.

"Final Subdivision Map" means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" means a geographic information system.

"Initiative #1935" means initiative constitutional amendment 1935 which is eligible for the November 5, 2024, general election ballot and will be certified as qualified unless withdrawn by the proponent prior to June 27, 2024.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property that have more than one land use category, allowing for both a Single-Family Residential Detached Property Unit and an ADU Unit on each such Assessor's Parcel. For an Assessor's Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor's Parcel.

"Open Space Property" means property within the boundaries of CFD No. 2024-1 which (i) has been designated with specific boundaries and Acreage on a Final Subdivision Map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2024-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a Final Subdivision Map as property owner association property.

"Proportionately" means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2024-1.

"Public Property" means any property within the boundaries of CFD No. 2024-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a Final Subdivision Map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

“Single Family Residential Detached Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for a detached residential structure intended as a single primary Unit.

“Special Tax” means the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2024-1 that are not Exempt Property.

“Undeveloped Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2024-1 that is not classified as Developed Property, Open Space Property, Property Owner’s Association Property, or Public Property.

“Unit” means (i) for Single Family Residential Detached Property, an individual single family detached residential unit and (ii) for ADUs, each residential unit. The number of Units assigned to each Assessor’s Parcel may be determined by (i) referencing Assessor’s Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

“Welfare Exempt Property” means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2024-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor’s Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 2024-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor’s Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) which Parcels are Taxable Property; (iii) the number of Units or Building Square Footage each Parcel contains; (iv) the property type, i.e., Single-Family Residential Detached Property, Accessory Dwelling Unit, or Mixed-Use Property; and (v) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Taxes for each Assessor’s Parcel of Taxable Property shall be assigned below:

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor’s Parcel of Taxable Property shall be assigned according to Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2024/25***

Land Use Category	Maximum Special Tax Rate	Per
Single-Family Residential Detached Property	\$1,625.00	Unit
Accessory Dwelling Unit	See Below	Unit

Accessory Dwelling Unit

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Single-Family Residential Detached Property Unit with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU shall be calculated by the following steps:

1. $800 \text{ BSF} / 2,000 \text{ BSF} = 0.40$ or 40%
2. $\$1,625.00 \text{ Maximum Special Tax per Unit} \times 40\% = \$650.00 \text{ Maximum Special Tax for such ADU}$

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Special Tax rates shall be increased by the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April-to-April beginning with the period from April 2024 to April 2025.

In some instances, an Assessor’s Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax for all Units of each property type on that Assessor’s Parcel.

2. Assignment of Assessor’s Parcel(s) to Property Land Use Category

When an Assessor’s Parcel changes from being classified as Undeveloped Property to another land use category and is considered Developed Property, that assignment shall not change due to future changes in land use.

3. Assignment of Maximum Special Tax to Newly Created Assessor’s Parcel(s)

After a Final Subdivision Map has been recorded, if there are changes to the overall planned development within CFD No. 2024-1, the process for assigning the Maximum Special Tax to each

Assessor’s Parcel expected to be classified as Single-Family Residential Detached Property is as follows:

Step 1: Determine the then-current total expected Maximum Special Tax for CFD No. 2024-1, by referencing Table 2.

Step 2: Identify the Assessor’s Parcel(s) of Taxable Property expected to be classified as Single-Family Residential Detached Property and assign the Maximum Special Tax to each Assessor’s Parcel of Taxable Property expected to be classified as Single-Family Residential Detached Property according to the then-current Maximum Special Tax Rates for such category. Sum the Maximum Special Tax assigned to each Assessor’s Parcel of Taxable Property expected to be classified as Single-Family Residential Detached Property.

Step 3: Divide the total expected Maximum Special Tax in Step 1 by the total Maximum Special Tax assigned in Step 2 to arrive at a fraction.

Step 4: Apportion the total expected Maximum Special Tax from Step 1 to each Assessor’s Parcel of Taxable Property expected to be classified as Single-Family Residential Detached Property by multiplying each Assessor’s Parcel fraction, determined in Step 3, by the then-current Maximum Special Tax Rates for Single-Family Residential Detached Property.

Step 5: The Maximum Special Tax assigned to each Assessor’s Parcel of Taxable Property expected to be classified as Single-Family Residential Detached Property shall be the greater of the Maximum Special Tax assigned in Step 2 or the Maximum Special Tax calculated in Step 4.

If there are no changes to the planned development within CFD No. 2024-1, the Maximum Special Tax shall be assigned according to Table 1.

The planned development is provided in the table below:

**TABLE 2
PLANNED DEVELOPMENT AND TOTAL EXPECTED MAXIMUM SPECIAL TAX
FISCAL YEAR 2024/25***

Land Use Category	Planned Development	Total Expected Maximum Special Tax
Single-Family Residential Detached Property	95 Units	\$154,375.00

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Special Tax rates shall be increased by the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April-to-April beginning with the period from April 2024 to April 2025.

Once created, if a newly created Assessor’s Parcel(s) of Taxable Property further changes or subdivides, the above steps shall be repeated to determine the Maximum Special Tax for the

additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

All Taxable Property shall be subject to the Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2024-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax.

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2024-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2024-1, and may collect delinquent Special Taxes through available methods.

A Special Tax shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied each Fiscal Year thereafter for as long as required to satisfy the Annual Special Tax Requirement. However, should Initiative #1935 be included as an initiative measure at election and subsequently be approved by voters, the duration of the Special Tax is 500 years.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

RESOLUTION NO. 24-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CALLING
SPECIAL ELECTION**

**CITY OF LATHROP
Community Facilities District No. 2024-1
(Eagles Landing Services)**

WHEREAS, this City Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act;

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. Issues Submitted. Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings.

3. Conduct of Election. This Council hereby calls a special election to consider the measures described in section 1 above, which election shall be held on April 8, 2024 and the results thereof canvassed at the meeting of this Council on April 8, 2024. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 7:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act,

the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b), (c) (1) and (c)(3) of Section 4000 are applicable to this special election.

4. Ballot. As authorized by Section 53353.5 of the Act, the two propositions described in section 1 above shall be combined into a single ballot measure, substantially in the form attached hereto as Exhibit "A", which is hereby approved and by this reference incorporated herein. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot as appropriate under the Act.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments and other requirements and formalities in connection with the election. Accordingly, this Council finds and determines that the qualified electors have requested formation of the CFD and have been fully apprised of the CFD, tax rates, uses of the tax and all other matters related to the CFD, and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully informed and protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Sections 50075.1 and 53410 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the providing of Services and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report as required by Sections 50075.3 of the Government Code.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Lathrop at a meeting held on the 8th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2024-1
(Eagles Landing Services)**

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for a special, landowner election for a community facilities district. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Lathrop no later than the hour of 7:00 p.m. on _____, 2024, either by mail or in person. The City Clerk’s office is located at 390 Towne Centre Drive, Lathrop, CA 95330.

To vote, mark a cross (X) on the voting line after the word “YES” or after the word “NO”. All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Lathrop and obtain another.

Shall the measure pursuant to which the City of Lathrop on behalf of its Community Facilities District No. 2024-1 (Eagles Landing Services) (the “CFD”) will (i) levy a special tax within the CFD at rates of \$1,625/residential unit (with other property taxed at other rates) for 500 years, subject to annual escalation, in accordance with the rate and method of apportionment of special taxes for the CFD attached hereto, raising \$154,375 in Fiscal Year 2024-25 (assuming full build-out of the CFD), to pay for services in the listing attached hereto; and (ii) the annual appropriations limit of the CFD shall initially be \$3,000,000, subject to escalation, **be adopted?**

YES

NO

The undersigned is the authorized representative of the below-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the below-named landowner. By execution in the space provided below, the undersigned Landowner certifies that such owner has initiated, requested and/or reviewed all the CFD provisions and proceedings leading up to this election, including the list of authorized facilities, the bond indebtedness limit for the CFD, and the Rate and Method of Apportionment, which includes the tax rates and duration of the special tax to be placed on the Landowner’s property. The undersigned has waived (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

Further, the undersigned, on behalf of the below-named Landowner, hereby knowingly, voluntarily and intelligently waives any and all defects in any notice, ballot, or procedure related to the conduct of the election, whether known or unknown, including any requirements set forth in The Taxpayer Protection and Government Accountability Act, which is a constitutional initiative that has qualified for the November 2024 Statewide ballot (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited at the particular instance and request of the Landowner.

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

Number of Votes: _____

Property Owner: _____

RESOLUTION NO. 24-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING RECORDING
OF NOTICE OF SPECIAL TAX LIEN**

**CITY OF LATHROP
Community Facilities District No. 2024-1
(Eagles Landing Services)**

WHEREAS, this City Council has adopted a resolution entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation"), ordering the formation of the "City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a "Resolution Calling Special Election" (the "Election Resolution") heretofore adopted by this City Council the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. Recitals. The foregoing recitals are all true and correct.
2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD and the approval of an annual appropriations limit of not to exceed \$3,000,000, all pursuant to the Resolution of Formation.
3. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election

were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

4. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the Council of this resolution.

6. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Lathrop at a meeting held on the 8th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

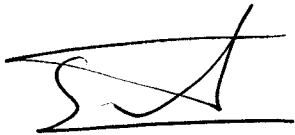
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF LATHROP
Community Facilities District No. 2024-1
(Eagles Landing Services)**

I hereby certify that on April 8, 2024 I canvassed the returns of the election held on April 8, 2024 in the City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services) and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	<u>YES</u>	<u>NO</u>
City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services) Special Tax Election, April 8, 2024	_____	_____	_____	_____

Shall the measure pursuant to which the City of Lathrop on behalf of its Community Facilities District No. 2024-1 (Eagles Landing Services) (the "CFD") will (i) levy a special tax within the CFD at rates of \$1,625/residential unit (with other property taxed at other rates) for 500 years, subject to annual escalation, in accordance with the rate and method of apportionment of special taxes for the CFD attached hereto, raising \$154,375 in Fiscal Year 2024-25 (assuming full build-out of the CFD), to pay for services in the listing attached hereto; and (ii) the annual appropriations limit of the CFD shall initially be \$3,000,000, subject to escalation, **be adopted?**

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this _____ day of _____, 2024.

By: _____
City Clerk

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP LEVYING SPECIAL TAXES WITHIN CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2024-1 (Eagles Landing Services)

WHEREAS, on February 12, 2024 this City Council (the "City Council") of the City of Lathrop (the "City"), adopted a resolution entitled "Resolution of Intention to Establish Community Facilities District " stating its intention to establish "City of Lathrop Community Facilities District No. 2024-1 (Eagles Landing Services)" (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), to finance certain public services (the "Services"); and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD and to provide for the Services; and

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance the authorized Services for the CFD; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation") and "Resolution Calling Special Election", which resolutions defined the public Services to be financed by the CFD (the "Services"), established the CFD, authorized the levy of a special tax with the CFD and called an election within the CFD on the propositions of levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on April 8, 2024 a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP, as follows:

Section 1. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference

incorporated herein. The special taxes are hereby levied commencing in fiscal year 2024-25 and in each fiscal year for the period provided in the Rate and Method, as contemplated by the Resolution of Formation, and all costs of administering the CFD.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. Properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of the costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of San Joaquin for fiscal year 2024-25 and for each fiscal year thereafter for the period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 8th day of April 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:

ABSTAIN:

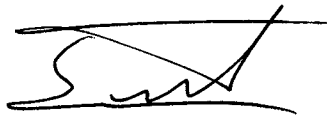
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM 5.3

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

ITEM: **DISCUSS AND CONSIDER OPTIONS TO INSTALL A FENCE OR WALL ON MCKEE BOULEVARD FROM RIVER ISLANDS PARKWAY TO TOWNE CENTRE DRIVE**

RECOMMENDATION: **Discuss and Consider Options to Install a Fence or Wall on McKee Boulevard from River Islands Parkway to Towne Centre Drive**

SUMMARY:

The Mossdale Landing community was built in 2004 with backyards fronting McKee Boulevard. The backyard wood fences are privately owned and are failing after 20 years of service. Residents are replacing fences sporadically, creating a mix of styles, quality and colors along a main collector road. Residents have requested a new fence or wall along McKee Boulevard from River Islands Parkway to Towne Centre Drive to maintain aesthetics and security.

Staff reviewed the street cross-section on McKee Boulevard and determined that there is sufficient space between the sidewalk and the property line to install a new fence or wall parallel to the existing fences. The proposed fence or wall will be offset from the existing backyard fences and constructed entirely within public right-of-way.

The following options are being presented to Council for review and consideration of a new fence or wall:

Option 1 –Install New Wood Fence

(Approximate cost is \$550,000)

- Recommended: Simplified scope of work; time cost effective

Option 2 –Construct New Masonry Wall

(Approximate cost is \$2,100,000)

- Not Recommended: High cost; requires structural design, footings, grading and rebar

Staff will pursue the option selected by Council and bring an item back for Council to create a Capital Improvement Project (CIP) and approve a budget amendment to complete the corresponding design services.

APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

DISCUSS AND CONSIDER OPTIONS TO INSTALL A FENCE OR WALL ON MCKEE BOULEVARD FROM RIVER ISLANDS PARKWAY TO TOWNE CENTRE DRIVE FENCE

BACKGROUND:

The Mossdale Landing community is located west of Interstate 5 between Central Lathrop to the north and the San Joaquin River to the south. The community was built in 2004 with backyards fronting McKee Boulevard. The backyard wood fences are privately owned and are failing after 20 years of service. Residents are replacing fences sporadically, creating a mix of styles, quality and colors along a main collector road. Residents have requested a new fence or wall along McKee Boulevard from River Islands Parkway to Towne Centre Drive to maintain aesthetics and security.

Since the existing fences are owned and maintained by the residents, the only way for the City to maintain aesthetic consistency and security is to build and maintain another fence or wall within the public right of way that is parallel to the private fences.

Staff reviewed the street cross-section on McKee Boulevard and determined there is sufficient space between the sidewalk and the property line to install a new fence or wall parallel to the existing fences. The options listed above are being presented to Council for review and consideration of a new perimeter fence or wall within public right-of-way and parallel to the existing backyard fences.

REASON FOR RECOMMENDATION:

The backyard wood fences are privately owned and are failing after 20 years of service. Residents are replacing fences sporadically, creating a mix of styles, quality and colors along a main collector road. The only way for the City to maintain aesthetic consistency and security is to build and maintain another fence or wall within the public right of way that is parallel to the private fences.


FISCAL IMPACT:

Staff will pursue the option selected by Council and bring an item back for Council to create a Capital Improvement Project (CIP) and approve a budget amendment to complete the design services.

APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

DISCUSS AND CONSIDER OPTIONS TO INSTALL A FENCE OR WALL ON MCKEE BOULEVARD FROM RIVER ISLANDS PARKWAY TO TOWNE CENTRE DRIVE FENCE

APPROVALS:



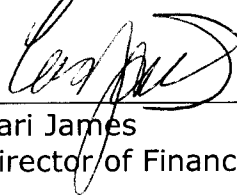
Angel Abarca
Assistant Engineer

04-01-2024
Date



Brad Taylor
City Engineer

4/1/2024
Date



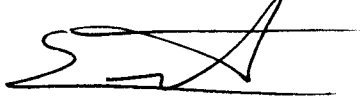
Cari James
Director of Finance

4/1/2024
Date




Michael King
Assistant City Manager

4.1.2024
Date



Salvador Navarrete
City Attorney

4.1.2024
Date



Stephen J. Salvatore
City Manager

4.1.24
Date

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