

June 9, 2025 – 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

Paul Akinjo, Mayor

Jennifer Torres-O'Callaghan, Vice Mayor

Minnie Diallo, Councilmember

Stephen Dresser, Councilmember

Diane Lazard, Councilmember

City Staff

Stephen Salvatore, City Manager

Salvador Navarrete, City Attorney

Michael King, Assistant City Manager

Thomas Hedegard, Deputy City Manager

Stephen Sealy, Chief of Police

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.



June 9, 2025 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING

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

<https://www.zoomgov.com/j/1618884461?pwd=vfstGA0zV0L6vQo4Iw8S9ZLc7TqmRh.1>

- ✚ During the meeting, those joining 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: 161 888 4461 / Passcode: 657935
- ✚ 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). Please refer to the Agenda Item or Public Comment Matter, and the date of the City Council Meeting, in your written communication.
- ✚ Questions or comments submitted by email must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address the City Council in person, please submit a purple card to the City Clerk indicating name 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 the City Council, a card must be submitted to the City Clerk indicating the 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. 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 in speaking, 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, JUNE 9, 2025, 7:00 P.M.
CLOSED SESSION, 6:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

- 1.2.1 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation-
Significant Exposure to Litigation Pursuant to Government Code
Section 54956.9(d)(2-3):
- 1 Potential Case

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

- 2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP HIGH SCHOOL BOYS'
VARSITY TENNIS TEAM FOR RANKING FIRST PLACE IN THE WESTERN
ATHLETIC CONFERENCE LEAGUE STANDINGS

- 2.2 CERTIFICATE OF RECOGNITION TO THE LATHROP HIGH SCHOOL BOYS' VARSITY GOLF TEAM FOR RANKING FIRST PLACE IN THE WESTERN ATHLETIC CONFERENCE LEAGUE STANDINGS
- 2.3 PROCLAMATION DECLARING JUNE 19, 2025, AS CELEBRATION OF JUNETEENTH NATIONAL FREEDOM HOLIDAY
- 2.4 PROCLAMATION DECLARING JUNE 2025 AS PRIDE MONTH
- 2.5 INTRODUCTION OF NEW EMPLOYEE

Parks and Recreation Department

- Kelli Ibarra, Administrative Assistant

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 in speaking, 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 City Council majority, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

4. CONSENT CALENDAR

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 SECOND READING AND ADOPTION OF ORDINANCE 25-466 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.06 ENTITLED "CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

Waive Full Reading and Adopt Ordinance 25-466 to Add Chapter 9.06 Entitled "Camping or Sleeping in Motor Vehicles Overnight Prohibited" to Title 9, "Public Peace and Welfare" of the Lathrop Municipal Code

- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 25-467 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.05 ENTITLED "PUBLIC URINATION AND DEFECATION PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE
Waive Full Reading and Adopt Ordinance 25-467 to Add Chapter 9.05 Entitled "Public Urination and Defecation Prohibited" to Title 9, "Public Peace and Welfare" of the Lathrop Municipal Code
- 4.4 APPROVE JULY 1ST LATHROP BIRTHDAY CELEBRATION TEMPORARY STREET CLOSURES ON CRESPI STREET AND LOCOMOTIVE STREET
Adopt Resolution Approving Temporary Street Closures for the July 1st Lathrop Birthday Celebration on July 1, 2025, on Crespi Street and Locomotive Street
- 4.5 APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR FISCAL YEAR (FY) 2025-26
1. Adopt Resolution Approving Annual Industrial Solid Waste License for California Waste Recovery Systems, LLC., for FY 2025-26
 2. Adopt Resolution Approving Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for FY 2025-26
 3. Adopt Resolution Approving Annual Industrial Solid Waste License for Republic Services for FY 2025-26
 4. Adopt Resolution Approving Annual Industrial Solid Waste License for Stockton Scavengers for FY 2025-26
 5. Adopt Resolution Approving Annual Industrial Solid Waste License for Tesla, Inc., for FY 2025-26
 6. Adopt Resolution Approving Annual Industrial Solid Waste License for Tony and Sons Trucking, Inc., FY 2025-26
- 4.6 APPROVE AGREEMENT WITH THE MANTECA BULLETIN FOR PUBLICATION OF LEGAL ADVERTISEMENTS
Adopt Resolution Approving an Agreement with the Manteca Bulletin for Publication of Legal Advertisements for the Period of July 1, 2025, through June 30, 2026
- 4.7 APPROVE A GENERAL SERVICES AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO, INC.
Adopt Resolution Approving a General Services Agreement for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc.

- 4.8 APPROVE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC., AND LASALLE INCOME & GROWTH FUND VII REIT, LLC., RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02
Adopt Resolution Approving a Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC., and LaSalle Income & Growth Fund VII REIT, LLC., Relating to the Lathrop Gateway Business Park Specific Plan Area and an Adjustment to the GASB 34 Reports Associated with Parcel Maps 19-03 and 21-02
- 4.9 APPROVE AMENDMENT NO. 6 WITH WSP USA, INC., FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04, AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving Amendment No. 6 with WSP USA, Inc., for the Manthey Road Bridge Replacement Project, CIP PS 12-04, and Approve Budget Amendment
- 4.10 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC., FOR THE DESIGN OF THE SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14
Adopt Resolution Approving a Professional Service Agreement with Westwood Professional Services, Inc., for the Design of the Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14
- 4.11 APPROVE CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC., FOR MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25
Adopt Resolution Approving a Construction Contract with MG and JC Concrete, Inc., for Mossdale Community Sidewalk Repairs, CIP PS 25-25
- 4.12 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., TO PREPARE A WATER SUPPLY FEASIBILITY STUDY, CIP PW 20-16
Adopt Resolution Approving a Professional Services Agreement with Carollo Engineers, Inc., to Prepare a Water Supply Feasibility Study, CIP PW 20-16
- 4.13 APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36
Adopt Resolution Approving Amendment No. 4 to the Professional Services Agreement with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36
- 4.14 APPROVE TASK ORDER NO. 4 WITH ENGEO, INC., FOR CTF PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT

Adopt Resolution Approving Task Order No. 4 with ENGEO, Inc., for the Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38 and Approve Budget Amendment

- 4.15 RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS WITH AXON FOR THE LATHROP POLICE DEPARTMENT
Adopt Resolution Ratifying Consolidation and Extension of Existing Contracts with Axon for the Lathrop Police Department
- 4.16 APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC. FOR THE CONSTRUCTION OF RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL PROJECT, CIP PS 25-12
Adopt Resolution Approving a Construction Contract with Pacific Excavation, Inc., for River Islands Parkway and Oberlin Avenue Traffic Signal Project, CIP PS 25-12
- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC., FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving Public Improvements Constructed by Bockmon & Woody Electric Co., Inc., for the South Lathrop Surveillance System, CIP GG 23-19, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, Ratify City Manager's Execution of Contract Change Order Number 2 and Approve Budget Amendment
- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC., FOR WELL 7 PUMP HOUSE IMPROVEMENTS, CIP PW 25-09
Adopt Resolution Accepting Public Improvements Constructed by GCJ, Inc., for Well 7 Pump House Improvements, CIP PW 25-09, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.19 REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH THE LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11
Adopt Resolution Rejecting All Bids for Construction of Stanford Crossing Extension and Dos Reis Road Widening Associated with the Lathrop Animal Center Project, CIP GG 23-11

RIVER ISLANDS DEVELOPMENT CONSENT ITEMS

- 4.20 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 20 LOTS IN TRACT 3839 VILLAGE R WITHIN EAST VILLAGE DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 3839 Village R within the East Village District, Totaling 20 Single Family Lots, and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC.

4.21 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 LOTS IN TRACT 4271 VILLAGE 27 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4271 Village 27 Unit 1 within the West Village District, Totaling 34 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

4.22 ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC

Adopt Resolution Accepting Phase 2 Sewer Lift Station B1 Located on Callerton Avenue Associated with the Subdivision Improvement Agreement for Tract 4155 from River Islands Development Area 1, LLC.

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE
City Council to Consider the Following:

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) APPROVING AN AMENDMENT TO THE ASHLEY FURNITURE PROJECT CONDITIONAL USE PERMIT NO. CUP-23-08

City Council to Consider the Following:

1. Hold a Public Hearing;
2. Adopt Resolution Approving an Amendment to the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 Regarding Allowable Land Uses, Modification to the Conditions of Approval

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)

City Council to Consider the Following:

1. Hold a Public Hearing; and

2. Adopt Resolution Accepting the Status of City of Lathrop Employee Vacancies and Recruitment and Retention Efforts as Required by Assembly Bill 2561 (Government Code Section 3502.3)

- 5.4 ESTABLISH THE LATHROP POLICE DEPARTMENT EXPLORER PROGRAM
Adopt Resolution Establishing the Lathrop Police Department Explorer Program

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR AKINJO REFERRAL - Appointment of Thirteen (13) Members to the Youth Advisory Commission, with Terms Ending, May 31, 2026
 - Twenty-Two (22) Applications Received
- 6.2 MAYOR AKINJO REFERRAL – Set Application Deadline for One (1) Member to the Planning Commission, with Term Ending June 30, 2026, due to Unexpired Term Vacancy
- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
 - *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *SJ Co. Council of Governments (Akinjo/Diallo)*
 - *SJ Co. Council of Governments Executive Committee (Akinjo)*
 - *Integrated Waste Management Task Force (Dresser/Torres-O’Callaghan)*
 - *Reclamation District 17 Joint Powers Authority (Salvatore)*
 - *San Joaquin Partnership Board of Directors (Salvatore)*
 - *San Joaquin County Commission on Aging (Vacancy)*
 - *San Joaquin Valley Air Pollution Control District (Dresser/Akinjo)*
 - *SJ Co. Water Advisory Board (Torres-O’Callaghan/Lazard)*
 - *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
 - *San Joaquin Area Flood Control Agency (Dresser/Lazard/Torres-O’Callaghan)*
 - *Ava Community Energy (Diallo/Dresser)*
 - *Local Agency Formation Commission (LAFCo) (Diallo)*
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.2

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: SECOND READING AND ADOPTION OF ORDINANCE 25-466 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.06 ENTITLED "CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: Waive Full Reading and Adopt Ordinance 25-466 to Add Chapter 9.06 Entitled "Camping or Sleeping in Motor Vehicles Overnight Prohibited" to Title 9, "Public Peace and Welfare" of the Lathrop Municipal Code

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 25-466 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.06 ENTITLED "CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

SUMMARY:

On May 12, 2025, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Diallo, Dresser, Lazard, Torres-O'Callaghan, and Akinjo

NOES: None

ABSTAIN: None

ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

5/27/25

Date

ORDINANCE NO. 25-466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.06 ENTITLED "CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

WHEREAS, the City of Lathrop, like many other cities across California, has observed instances of individuals using motor vehicles for temporary shelter on public streets, in parking lots, and on private property without consent; and

WHEREAS, the City recognizes that while housing insecurity may lead individuals to seek shelter in vehicles, overnight vehicle habitation has the potential to obstruct access to homes and businesses, contribute to sanitation and public health concerns, reduce visibility for drivers and pedestrians, and diminish the sense of safety and cohesion within neighborhoods; and

WHEREAS, the City seeks to prevent public nuisances, support neighborhood integrity, and promote, safe, clean and welcoming environments for all residents and visitors by prohibiting the use or occupancy of motor vehicles for sleeping, camping, or habitation in unauthorized areas; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on May 12, 2025 to review and consider this Ordinance; and

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

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

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented regarding this matter.

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

Section 1. Chapter 9.06 entitled "Camping or Sleeping in Motor Vehicles Overnight Prohibited" of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code, is hereby added as follows:

Chapter 9.06 Camping or Sleeping in Motor Vehicles Overnight Prohibited

§ 9.06.010

Purpose and Intent

The purpose of this Ordinance is to safeguard public health, safety, and welfare by prohibiting the use or occupancy of motor vehicles for sleeping, camping, or habitation in unauthorized areas. By defining and regulating such activities on public and private property, the City of Lathrop seeks to prevent public nuisances, protect the integrity of neighborhoods, and ensure that streets, parks, and other public spaces remain clean, safe, and accessible for their intended use.

§ 9.06.020

Definitions

As used in this chapter: For the purposes of this Ordinance, the following definition shall apply:

"Motor vehicle: means any automobile, truck, van, recreational vehicle (RV), or any other vehicle designed or used for the transportation of people or goods.

"Public property" means all public property as defined in Section 12.04.020 of the Lathrop Municipal Code including, but not limited to, streets, sidewalks, alleys, improved or unimproved land and parks.

"Camping" means the use of a motor vehicle for living accommodations, including activities such as sleeping, cooking, or storing personal belongings in a manner consistent with temporary or permanent habitation.

"Sleeping" means the act of lying down or reclining inside a motor vehicle for rest or sleep, regardless of the duration.

§ 9.06.030

It is unlawful and a public nuisance for any person to use or occupy, or permit the use or occupancy of, any motor vehicle, recreational vehicle, camp trailer, camper, trailer coach, or similar vehicle for purposes of sleeping, camping, or habitation in the following areas:

- A. Any public property, including any public parking lot, between the hours of 10:00 p.m. and 7:00 a.m. the following day; or
- B. Any private residential property without the consent of the owner; or
- C. Any private non-residential property without the written consent of the owner.

§ 9.06.040

Violation—Penalty

Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and upon conviction shall be punishable as provided in Section 1.16.010. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter.

Section 2. Duty of Care. 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 provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

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 to be published in full accordance with Section 36933 of the California Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 12th day of May 2025, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

CHAPTER 9.06

CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED

§ 9.06.010

Purpose and Intent

The purpose of this Ordinance is to safeguard public health, safety, and welfare by prohibiting the use or occupancy of motor vehicles for sleeping, camping, or habitation in unauthorized areas. By defining and regulating such activities on public and private property, the City of Lathrop seeks to prevent public nuisances, protect the integrity of neighborhoods, and ensure that streets, parks, and other public spaces remain clean, safe, and accessible for their intended use.

§ 9.06.020

Definitions

As used in this chapter: For the purposes of this ordinance, the following definition shall apply:

"Motor vehicle" means any automobile, truck, van, recreational vehicle (RV), or any other vehicle designed or used for the transportation of people or goods.

"Public property" means all public property as defined in Section 12.04.020 of the Lathrop Municipal Code including, but not limited to, streets, sidewalks, alleys, improved or unimproved land and parks.

"Camping" means the use of a motor vehicle for living accommodations, including activities such as sleeping, cooking, or storing personal belongings in a manner consistent with temporary or permanent habitation.

"Sleeping" means the act of lying down or reclining inside a motor vehicle for rest or sleep, regardless of the duration.

§ 9.06.030

It is unlawful and a public nuisance for any person to use or occupy, or permit the use or occupancy of, any motor vehicle, recreational vehicle, camp trailer, camper, trailer coach, or similar vehicle for purposes of sleeping, camping, or habitation in the following areas:

- A. Any public property, including any public parking lot, between the hours of 10:00 p.m. and 7:00 a.m. the following day; or
- B. Any private residential property without the consent of the owner; or
- C. Any private non-residential property without the written consent of the owner

§ 9.06.040

Violation—Penalty

Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and upon conviction shall be punishable as provided in

CHAPTER 9.06

CAMPING OR SLEEPING IN MOTOR VEHICLES OVERNIGHT PROHIBITED

Section 1.16.010. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter.

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ITEM 4.3

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 25-467 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.05 ENTITLED "PUBLIC URINATION AND DEFECATION PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 25-467 to Add Chapter 9.05 Entitled "Public Urination and Defecation Prohibited" to Title 9, "Public Peace and Welfare" of the Lathrop Municipal Code**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 25-467 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.05 ENTITLED "PUBLIC URINATION AND DEFECATION PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

SUMMARY:

On May 12, 2025, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Diallo, Dresser, Lazard, Torres-O'Callaghan, and Akinjo

NOES: None

ABSTAIN: None

ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

5/27/25
Date

ORDINANCE NO. 25-467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADD CHAPTER 9.05 ENTITLED "PUBLIC URINATION AND DEFECATION PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

WHEREAS, the City of Lathrop currently does not have a provision in the Municipal Code that expressly prohibits public urination or defecation, limiting the City's ability to enforce community standards for sanitation and respectful public conduct; and

WHEREAS, urinating or defecating in public spaces presents clear public health and sanitation risks, including the spread of disease, unsanitary conditions, and degradation of community spaces used by residents and visitors; and

WHEREAS, the City seeks to address this issue proactively by establishing clear expectations for appropriate behavior in shared environments and providing enforcement tools to uphold community health and cleanliness; and

WHEREAS, the City seeks to align with public health practices implemented in many other jurisdictions across California; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on May 12, 2025 to review and consider this Ordinance; and

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

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

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

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

Section 1. Chapter 9.05 entitled "Public Urination and Defecation Prohibited" of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code is hereby added as follows:

Chapter 9.05 Public Urination and Defecation Prohibited
9.05.010 Purpose and Intent

The purpose of this ordinance is to protect public health, safety, and welfare by prohibiting the act of urinating or defecating in public spaces. The City of Lathrop seeks to maintain clean and sanitary public environments for all residents, visitors, and businesses.

9.05.020 Definitions

For the purposes of this chapter, the following definition shall apply:

- "Public place" means any street, sidewalk, park, alley, public parking lot, public building, public transportation facility, or any other area generally accessible to the public, whether publicly or privately owned.

9.05.030 Urinating or Defecating in Public

It is unlawful and a public nuisance for a person to intentionally urinate or defecate in a public place, other than a washroom or toilet room, under circumstances where such act could be observed by any member of the public.

9.05.040 Violation—Penalty

Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and upon conviction shall be punishable as provided in Section 1.16.010. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter.

Section 2. Duty of Care. 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 so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

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 to be published in full accordance with Section 36933 of the California Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 12th day of May 2025, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

§ 9.05.010

Purpose and Intent

The purpose of this ordinance is to protect public health, safety, and welfare by prohibiting the act of urinating or defecating in public spaces. The City of Lathrop seeks to maintain clean and sanitary public environments for all residents, visitors, and businesses.

§ 9.05.020

Definitions.

For the purposes of this ordinance, the following definition shall apply:

"Public place" means any street, sidewalk, park, alley, public parking lot, public building, public transportation facility, or any other area generally accessible to the public, whether publicly or privately owned.

§ 9.05.030

Urinating or defecating in public.

It is unlawful and a public nuisance for a person to intentionally urinate or defecate in a public place, other than a washroom or toilet room, under circumstances where such act could be observed by any member of the public.

§ 9.05.030

Violation—Penalty

Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor, and upon conviction shall be punishable as provided in Section 1.16.010. In addition to the remedies set forth in Penal Code Section 370, the city attorney may institute civil actions to abate a public nuisance under this chapter.

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**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE JULY 1ST LATHROP BIRTHDAY CELEBRATION TEMPORARY STREET CLOSURES ON CRESPI STREET AND LOCOMOTIVE STREET**

RECOMMENDATION: **Adopt Resolution to Approve Temporary Street Closures on Crespi Street and Locomotive Street for the July 1st Lathrop Birthday Celebration on July 1, 2025**

SUMMARY:

On July 1, 2025, the City of Lathrop will host the annual July 1st Birthday Celebration in honor of the incorporation of the City of Lathrop. The event will begin at 6:00 p.m. at the Lathrop Generations Center, including Leland and Jane Stanford Park. The Parks and Recreation Department will coordinate temporary street closures, with Public Works, Community Development, Lathrop Police Department, and the Lathrop-Manteca Fire District, to ensure the safety of this event. Since the event incorporates the entirety of this location including the surface streets of Crespi Street and Locomotive Street, staff is requesting Council approval of temporary street closures to ensure the safety of the attendees.

BACKGROUND:

On July 1, 2025, the Parks and Recreation Department Staff will host the annual July 1st Birthday Celebration. The event will have vendors, a live band, games, activities, entertainment, food trucks, and culminate with an aerial fireworks display. More than 10,000 people are anticipated to attend the event.

The Parks and Recreation Department will coordinate the temporary street closures with Public Works, Community Development, Lathrop Police Department, and the Lathrop-Manteca Fire District. By 12:00 p.m. on the day of the event, barricades will be set into place on Crespi Street and Locomotive Street. Each barricade closure will still allow for traffic to flow through the neighborhood but not allow non-emergency vehicular traffic into the event area. At the conclusion of the event, barricades are collected.

The Lathrop Police Department and the Lathrop-Manteca Fire District will have emergency vehicles placed strategically throughout the event allowing for quick response to calls if necessary.

To ensure the safety of the event attendees, staff is requesting Council authorize temporary closures of the following streets:

**Crespi Street
Locomotive Street**

**From Spartan Way to Locomotive Street
From Jewel to Bacarra Street**

**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
JULY 1ST TEMPORARY STREET CLOSURES ON CRESPI STREET AND
LOCOMOTIVE STREET**

These temporary closures will take place on Tuesday, July 1, 2025, from approximately 12:00 p.m. to 11:00 p.m., for the purpose of presenting the annual July 1st Birthday Celebration.

REASON FOR RECOMMENDATION:

The adoption of this resolution will approve the temporary street closures to allow staff to facilitate the 2025 July 1st Birthday Celebration.

FISCAL IMPACT:

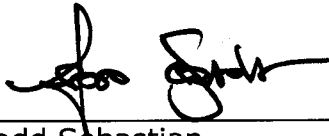
None.

ATTACHMENTS:

- A. Resolution to Approve Temporary Street Closures for the Lathrop July 1st Birthday Celebration on July 1, 2025, on Crespi Street and Locomotive Street
- B. Event Route Map

**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
JULY 1ST TEMPORARY STREET CLOSURES ON CRESPI STREET AND
LOCOMOTIVE STREET**

APPROVALS:



Todd Sebastian
Director of Parks and Recreation

5.29.25

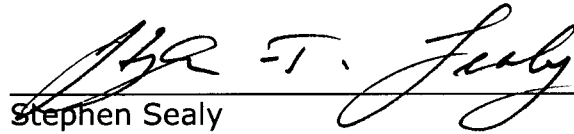
Date



Brad Taylor
City Engineer

5/29/2025

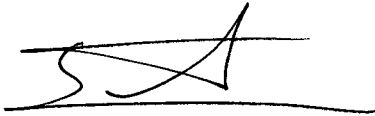
Date



Stephen Sealy
Chief of Police

5/29/2025

Date



Salvador Navarrete
City Attorney

5.28.2025

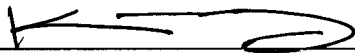
Date



Thomas Hedegard
Deputy City Manager

6/2/2025

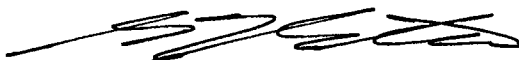
Date



Michael King
Assistant City Manager

5.30.2025

Date



Stephen J. Salvatore
City Manager

6.2.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE TEMPORARY STREET CLOSURES ON CRESPI STREET AND LOCOMOTIVE STREET FOR THE LATHROP JULY 1ST BIRTHDAY CELEBRATION ON JULY 1, 2025

WHEREAS, on July 1, 2025, the City of Lathrop will host the annual July 1st Birthday Celebration in honor of the incorporation of the City of Lathrop; and

WHEREAS, the streets recommended for temporary closure for the July 1st Birthday Celebration are:

Crespi Street	From Spartan Way to Locomotive Street
Locomotive Street	From Jewel to Bacarra Street
; and	

WHEREAS, this temporary closure will take place on Tuesday, July 1, 2025, from approximately 12:00 p.m. to 11:00 p.m., for the purpose of presenting the annual July 1st Birthday Celebration; and

WHEREAS, by 12:00 p.m., on the day of the event, barricades will be set into place on Crespi Street and Locomotive Street. Each barricade closure will still allow for traffic to flow through the neighborhood, but not allow non-emergency vehicular traffic into the event area; and

WHEREAS, the Lathrop Police Department and the Lathrop-Manteca Fire District will have emergency vehicles placed strategically throughout the event allowing for quick response to calls if necessary.

NOW, THEREFORE, BE IT RESOLVED that pursuant to California Vehicle Code Section 21101, subdivision (e), the City Council of the City of Lathrop does hereby approve temporary closure of:

Crespi Street	From Spartan Way to Locomotive Street
Locomotive Street	From Jewel to Bacarra Street
; and	

on Tuesday, July 1, 2025, from approximately 12:00 p.m. to 11:00 p.m., for the purpose of presenting the annual July 1st Birthday Celebration.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

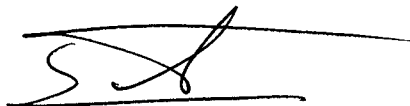
ABSTAIN:

Paul Akinjo, Mayor

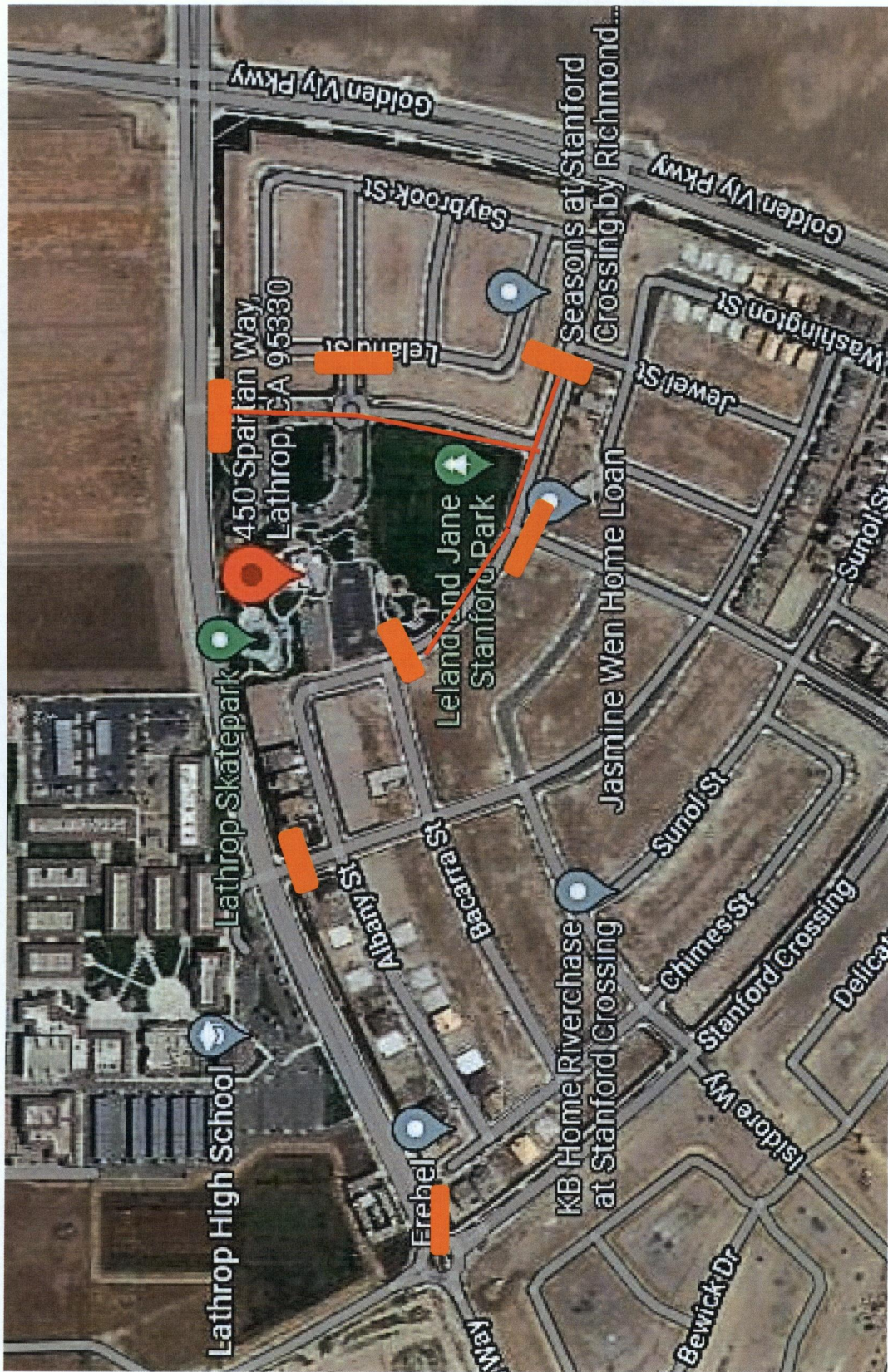
ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ITEM 4.5

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

**ITEM: APPROVE ANNUAL INDUSTRIAL SOLID WASTE
LICENSE RENEWALS FOR FISCAL YEAR (FY) 2025-26**

RECOMMENDATION:

- 1. Adopt Resolution to Approve Annual Industrial Solid Waste License for California Waste Recovery Systems, LLC for FY 2025-26**
- 2. Adopt Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for FY 2025-26**
- 3. Adopt Resolution to Approve Annual Industrial Solid Waste License for Republic Services for FY 2025-26**
- 4. Adopt Resolution to Approve Annual Industrial Solid Waste License for Stockton Scavengers for FY 2025-26**
- 5. Adopt Resolution to Approve Annual Industrial Solid Waste License for Tesla, Inc., for FY 2025-26**
- 6. Adopt Resolution to Approve Annual Industrial Solid Waste License for Tony and Sons Trucking, Inc., for FY 2025-26**

SUMMARY:

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

To comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License. The City received Industrial Solid Waste Removal License applications from the following haulers for fiscal year 2025-26: California Waste Recovery Systems, LLC, Ra Ra Trucking, Inc., Republic Services, Stockton Scavengers, Tesla, Inc., and Tony and Sons Trucking, Inc. Staff requests the approval of Industrial Solid Waste Removal Licenses for California Waste Recovery Systems, LLC, Ra Ra Trucking, Inc., Republic Services, Stockton Scavengers, Tesla, Inc., and Tony and Sons Trucking, Inc., for fiscal year 2025-26.

CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR
FISCAL YEAR (FY) 2025-26

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BACKGROUND:

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

California Waste Recovery Systems, LLC, Ra Ra Trucking, Inc., Stockton Scavengers, Tesla, Inc., and Tony and Sons Trucking, Inc., will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

Republic Services provides both residential and commercial waste collection service and therefore is not required to pay the annual license fee in the sum of two thousand five hundred dollars (\$2,500). However, Republic Services is required to pay the standard eleven percent (11%) of their annual gross receipts and a ninety-two-dollar (\$92) administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

California Waste Recovery Systems, LLC, Ra Ra Trucking, Inc., Republic Services, Stockton Scavengers, Tesla, Inc., and Tony and Sons Trucking, Inc., have submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report.

RECOMMENDATION:

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council approve Industrial Solid Waste Removal Licenses for California Waste Recovery Systems, LLC, Ra Ra Trucking, Inc., Republic Services, Stockton Scavengers, Tesla, Inc., and Tony and Sons Trucking, Inc., for fiscal year 2025-26.

FISCAL IMPACT:

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

The license administration fees in the amount of ninety-two dollars (\$92) received from these companies will be deposited into Parks and Recreation account number 1010-30-01-341-01-01.

CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR
FISCAL YEAR (FY) 2025-26

PAGE 3

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

ATTACHMENTS:

- A. Resolution to Approve an Annual Industrial Solid Waste License for California Waste Recovery Systems, LLC for FY 2025-26
- B. Resolution to Approve an Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for FY 2025-26
- C. Resolution to Approve an Annual Industrial Solid Waste License for Republic Services for FY 2025-26
- D. Resolution to Approve an Annual Industrial Solid Waste License for Stockton Scavengers for FY 2025-26
- E. Resolution to Approve an Annual Industrial Solid Waste License for Tesla, Inc., for FY 2025-26
- F. Resolution to Approve an Annual Industrial Solid Waste License for Tony and Sons Trucking, Inc., for FY 2025-26
- G. Industrial Refuse Collection Application from California Waste Recovery Systems, LLC
- H. Industrial Refuse Collection Application from Ra Ra Trucking, Inc.
- I. Industrial Refuse Collection Application from Republic Services
- J. Industrial Refuse Collection Application from Stockton Scavengers
- K. Industrial Refuse Collection Application from Tesla, Inc.
- L. Industrial Refuse Collection Application from Tony and Sons Trucking, Inc.

**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
APPROVE ANNUAL INDUSTRIAL SOLID WASTE LICENSE RENEWALS FOR
FISCAL YEAR (FY) 2025-26**

PAGE 4

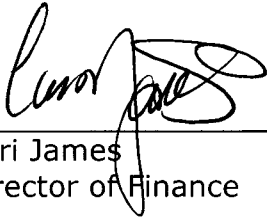
APPROVALS:



Todd Sebastian
Director of Parks and Recreation

6.2.25

Date



Cari James
Director of Finance

6/2/2025

Date



Salvador Navarrete
City Attorney

6.2.2025

Date



Michael King
Assistant City Manager

6.2.2025

Date



Stephen J. Salvatore
City Manager

6.3.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR CALIFORNIA WASTE RECOVERY SYSTEMS, LLC FOR FISCAL YEAR 2025-26

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Cal-Waste Recovery Systems submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for California Waste Recovery Systems, LCC for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 25-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE
AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR RA RA TRUCKING, INC.,
FOR FISCAL YEAR 2025-26**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Ra Ra Trucking, Inc., submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Ra Ra Trucking, Inc., for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR REPUBLIC SERVICES FOR FISCAL YEAR 2025-26

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Republic Services submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Republic Services provides both residential and commercial waste collection service and therefore is not required to pay the annual license fee in the sum of two thousand five hundred dollars (\$2,500).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Republic Services for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

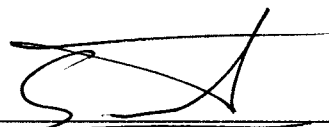
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR STOCKTON SCAVENGERS FOR FISCAL YEAR 2025-26

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Stockton Scavengers submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Stockton Scavengers for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

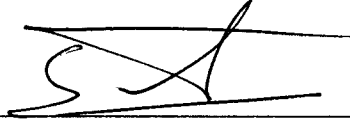
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TESLA, INC., FOR FISCAL YEAR 2025-26

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Tesla, Inc., submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Tesla, Inc., for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TONY AND SONS TRUCKING, INC., FOR FISCAL YEAR 2025-26

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management; and

WHEREAS, the process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices; and

WHEREAS, to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License; and

WHEREAS, Tony and Sons, Inc., submitted their annual license application, applicable fees, insurance, locations serviced, and their bonds or financial status report for fiscal year 2025-26; and

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

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

- The standard eleven percent (11%) of their annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the amount of ninety-two dollars (\$92) will be deposited into Parks and Recreation account number 1010-30-01-341-01-01;
- Annual license fee in the amount of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for Tony and Sons, Inc., for fiscal year 2025-26.

The foregoing resolution was passed and adopted this 9th day of June 2025,
by the following vote:

AYES:

NOES:

ABSENT:

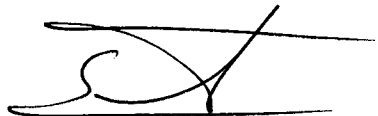
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Parks and Recreation Department

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

INDUSTRIAL REFUSE COLLECTION LICENSE APPLICATION

COMPANY NAME: California Waste Recovery Systems, LLC

ADDRESS: 175 Enterprise Ct., Suite A Galt, Ca 95632

PHONE/FAX: 209-369-6887

EMAIL: Rudyvac@cal-waste.com, toddsinder@cal-waste, karleekane@cal-waste.com

TYPE OF WASTE REMOVAL SERVICE:

Trash, Recycling and Organic waste.

APPLICANT SIGNATURES:

SIGNATURE

DATE

PRINT NAME

TITLE



Parks and Recreation Department

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

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

INSURANCE CERTIFICATE AND ENDORESMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

LICENSE FEE ENCLOSED (\$2,500)

ADMINISTRATION FEE (\$92)

PROCESSED BY:

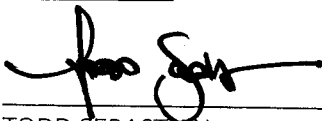


MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.19.25

DATE

APPROVED BY:



TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

5.20.25

DATE



May 9, 2025

Dear Ms. Stathakopoulos,

I am writing on behalf of Cal-Waste Recovery Systems to formally request to be licensed as a waste collector in the City of Lathrop. Enclosed with this letter, you will find all the necessary documentation and information required for our application.

Enclosed documents include:

1. Copy of Application
2. Annual Licensing Fee Check for \$2,592.00
3. Certificate of Insurance
4. Original Performance Bond - \$25,000
5. List of rolling stock available to perform the services
6. Statement from Cal-Waste regarding Customer List

Meticulous preparation has been undertaken to ensure compliance with the city's regulations and standards. Cal-Waste Recovery Systems is committed to delivering high-quality waste collection services to the residents and businesses of Lathrop.

Understanding the importance of responsible waste management, we are eager to contribute positively to the community. Our team is dedicated to maintaining the cleanliness and sustainability of your city through our efficient waste collection practices.

We are excited about the prospect of bringing our services to the City of Lathrop and are confident that our partnership will be mutually beneficial. Thank you for considering our application. Please do not hesitate to contact Rudy Vaccarezza if any further information or clarification is required regarding our application.





May 9, 2025

Dear Ms. Stathakopoulos,

The Refuse Collection License Application requests "Signed statements from new industrial customers addressed to City". As the newly licensed Solid Waste Collector in the City of Lathrop California Waste Recovery Systems, LLC (Cal-Waste) is currently soliciting new customers. Cal-Waste will gladly submit signed statements from new industrial customers addressed to the City pursuant to City code and regulations as soon as possible.

If we have somehow misinterpreted the applications intent. Please reach out to Rudy Vaccarezza to clarify.



GALT**City Of Lathrop**

UNIT No.	Class	VIN	License Plate	Weight
2328 SPARE	Front Loader	4V5HCFD0VR736432	5K49305	54999
2330	Front Loader	5VCD6UE43N194253	05603N2	60000
2331	Front Loader	5VCD6UE03N194251	40079B3	60000
2337	Front Loader	5VCD6KF99H208344	51670U2	60000
2338	Front Loader	5VCACL6F7CH214517	01045H1	60000
2341	Front Loader	5VCACLUF6HH223512	89342D2	60000
2344	Front Loader	5VCACLVF5DH216155	32289P2	54999
2347	Front Loader	5VCACLEF0MC233829	41481G3	54999
2348	Front Loader	5VCACLEG7NC237130	45472J3	60000
2349	Front Loader	5VCACLEG0NC237129	45474J3	60000
2350	Front Loader	5VCACLEF6NC237272	16888L3	54999
Total Front Load	11			
2115 SPARE	Roll Off	4V2JCBPF0SR832984	7Y21801	54999
2118	Roll Off	4V2DCFHD7RN685405	7D71761	54999
2120	Roll Off	4VGJDARF9VR856252	95517K2	54999
2122	Roll Off	4V4JBPF4VN854153	7R67264	50000
2123	Roll Off	4V4JDBPF9TN843897	8P91243	54999
2124	Roll Off	4VGJDEPF6XN865494	7Z65959	80000
2125	Roll Off	4VGJDEPF4WN861099	8W44504	50000
2126	Roll Off	1XPHD49X2DD201331	72245R2	80000
2127	Roll Off	1XPHD49X7DD201339	73655M2	80000
2128	Roll Off	2NP3LJ0X6MM735915	91652 E3	80000
2129	Roll Off	2NP3LJ0X7MM735910	91651 E3	60000
2130	Roll Off	2NP3LJ0X0MM735909	62855 E3	60000
2131	Roll Off	2NP3LJ0X2MM735913	72379D3	60000
2132	Roll Off	1XPBPP9X8KD270052	15873S3	80000
5132	Roll Off	3BKDL09X75F111846	60994N1	54999
Total Roll Off	15			
2215	Tractor	1XPHD49X7DD200059	9F39500	80000
2218	Tractor	1NPHD49X8CD143685	9F62322	80000
2229	Tractor	1XPBDP9X5MD740632	9G13575	80000
Total Tractors	3			
2223 Flat Bed	Bin Delivery	3ALACXFE3KDKJ6866	54836M2	26000
2224 Fork Truck	Bin Delivery	1FVACWDT9DDBU8947	62776P2	26000
2225 Sweeper	Sweeper	JALE5W168M7900489	8XZJ606	NA
2226 Vac Trk	Vacuum Tank Truck	1NPSX7EX2FD256069	49955K3	54999
Total Operations	4			

MERCHANTS
BONDING COMPANY™

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

LICENSE AND PERMIT BOND

Bond No. 100373612

Premium: \$313.00 for a 3 year
term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC,
of Galt, State of California, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
California, as Surety, are held and firmly bound unto
City of Lathrop, Oblige, in the penal
sum of Twenty Five Thousand and Zero Dollars (\$25,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Waste Hauler - Compliance Only

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of
March, 2024, and ending on the 5th day of March,
2027, unless renewed by Continuation Certificate.

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

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

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC

Principal

Countersigned (if required):

By: _____

Merchants Bonding Company (Mutual)

By: Lisa Sayno Attorney-in-Fact

Principal

LP 0206 (2/15)

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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

Lisa Sayno

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2024.



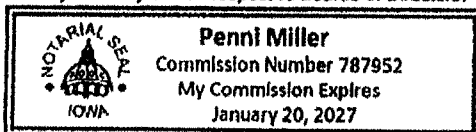
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

[Signature]
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2024.



William Warner Jr.
Secretary

POA 0018 (1/24)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On MAR 05 2024 before me, Judith Samuel, Notary Public
(Here insert name and title of the officer)

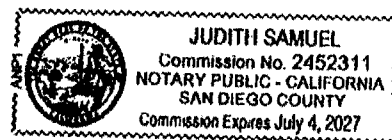
personally appeared Lisa Sayno
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity(ies), and that by his (her) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2025

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 Sequel Insurance Services 111 Scripps Drive Sacramento CA 95825	CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS: certificates@sequelins.com	FAX (A/C, No):												
INSURED California Waste Recovery Systems, LLC; CWR Industries, Inc.; DKCR Properties Inc.; 175 Enterprise Ct., Suite A Galt CA 95632-9047	License#: 6010509 CALIWAS-01	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: National Union Fire Insurance Company of Pittsburg</td><td>NAIC # 19445</td></tr><tr><td>INSURER B: Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER C: Landmark American Insurance Company</td><td>33138</td></tr><tr><td>INSURER D: StarStone Specialty Insurance Company</td><td>44776</td></tr><tr><td>INSURER E: General Star Indemnity Company</td><td>37362</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: National Union Fire Insurance Company of Pittsburg	NAIC # 19445	INSURER B: Admiral Insurance Company	24856	INSURER C: Landmark American Insurance Company	33138	INSURER D: StarStone Specialty Insurance Company	44776	INSURER E: General Star Indemnity Company	37362	INSURER F:	
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INSURER B: Admiral Insurance Company	24856													
INSURER C: Landmark American Insurance Company	33138													
INSURER D: StarStone Specialty Insurance Company	44776													
INSURER E: General Star Indemnity Company	37362													
INSURER F:														

COVERAGES**CERTIFICATE NUMBER:** 1393193241**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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	461-15-42	3/1/2025	3/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																			
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PRODUCTS - COMP/OP AGG	\$ 4,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		709-34-97	3/1/2025	3/1/2026	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AXS00289553P-03	3/1/2025	3/1/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																			
AGGREGATE	\$ 2,000,000																			
	\$																			
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	WC 315-66-161	3/1/2025	3/1/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 2,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 2,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 2,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 2,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 2,000,000																			
B E C	Pollution Liability Tier 2 Excess Liability Tier 3 Excess Liability		FEI-EIL-23153-07 IXG681875 LHA605107	11/1/2024 3/1/2025 3/1/2025	11/25/2026 3/1/2026 3/1/2026	<table><tr><td>Per Condition/Agg</td><td>2,000,000</td></tr><tr><td>Each Occ / Aggregate</td><td>3,000,000</td></tr><tr><td>Each Occ / Aggregate</td><td>5,000,000</td></tr></table>	Per Condition/Agg	2,000,000	Each Occ / Aggregate	3,000,000	Each Occ / Aggregate	5,000,000								
Per Condition/Agg	2,000,000																			
Each Occ / Aggregate	3,000,000																			
Each Occ / Aggregate	5,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Waste Hauling Service for Lathrop, CA

City of Lathrop, its offices and employees are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). 30 Days Notice of Cancellation applies to General Liability per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**City of Lathrop
Attn: Public Works Dept.
390 Towne Centre Drive
Lathrop CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025
forms a part of Policy No. 461-15-42
issued to California Waste Recovery Systems, LLC;
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: 461-15-42

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION**

COMPANY NAME: RARA Trucking Inc

ADDRESS: 210 Umbarger Rd. San Jose CA 95111

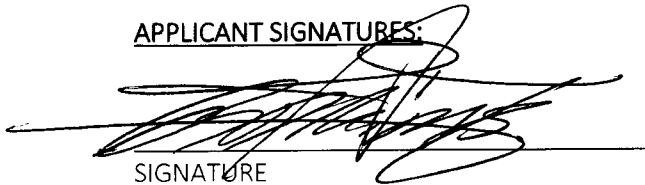
PHONE/FAX 669-233-6489 / 408-516-5953

EMAIL: susana.rivas@raratrucking.com / rara_trucking@yahoo.com

TYPE OF WASTE REMOVAL SERVICE:

tTransportation of solid waste - crashed wood, scrap metal, scrap cardboard

APPLICANT SIGNATURES:


SIGNATURE

05-09-25
DATE

Raul A Rivas
PRINT NAME

President
TITLE



Parks and Recreation Department

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

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

X

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

X

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

X

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

X

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

INSURANCE CERTIFICATE AND ENDOREMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

X

LICENSE FEE ENCLOSED (\$2,500)

X

ADMINISTRATION FEE (\$92)

X

PROCESSED BY:

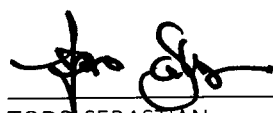


MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.19.25

DATE

APPROVED BY:



TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

5.20.25

DATE



San Jose, April 30, 2025

City of Lathrop – Parks and Recreation Dpt.
Attn. Melissa Stathakopoulos
Manager

Dear Melissa,

We are hereby submitting the documents and information requested to apply for renewal of the license as Industrial Hauler of Solid Waste, period 2025-2026

CUSTOMER LIST

Tesla

700 D'Arcy Pkwy. Lathrop, CA 95330

18250 Murphy Pkwy., Lathrop, CA 95330

TRUCK LIST

Year	Make	Model	Vehicle ID	Plate
2011	KW	TRACTOR	1XKDDP9X5BJ290591	9E16376
2011	VOLV	TRACTOR	4V4NC9EH8BN297934	9F80095
2011	KW	TRACTOR	2XKBD59X4BM290621	57905Y3
2012	FRHT	TRACTOR	1FUJGEDV0CSBU7281	9E75204
2013	FRHT	TRACTOR	1FUJGLDR2DSBT2791	9F07599
2013	MACK	TRACTOR	1M1AW08Y3DM005348	73786R2
2013	VOLV	TRACTOR	4V4NC9EH8DN149012	9F80078
2012	VOLV	TRACTOR	4V4NC9EJ1CN538821	9E84753
2012	PTRB	TRACTOR	1XPHD49X0CD151981	9E66006
2013	KW	TRACTOR	1XKDDP9X5DJ357385	9E72625
2011	INTL	TRACTOR	3HSDJSJR9BN363535	9G34319
2013	MACK	TRACTOR	1M1AW08Y2DM005339	97834F3

For any questions or additional information, please contact us to any of the following numbers:

Wendy Rivas – CFO – Phone: 669-233-6490

Susana Rivas – Office Manager – Phone: 669-233-6489

Thank you,

Raul A Rivas

COLONIAL SURETY COMPANY

- Inc 1930 -

123 Tice Boulevard, Suite 250
Woodcliff Lake, NJ 07677
201-573-8788

BOND NUMBER: CSC-1R120157

LICENSE/PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS that we,

RARA Trucking Inc. San Jose, CA

(hereinafter called the Principal) as Principal, and COLONIAL SURETY COMPANY, a corporation with principal offices at Woodcliff Lake, New Jersey (hereinafter called the Surety) as Surety, are held and firmly bound unto

City of Lathrop, Lathrop CA, Lathrop, CA

(hereinafter called the Obligee), in the penal sum of

Twenty Five Thousand Dollars and No Cents (\$25,000).

for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of April, 2025.

WHEREAS, the said Principal has made or is about to make application to said Obligee for [a license as] or [a permit to] Recycling/Trash Hauler

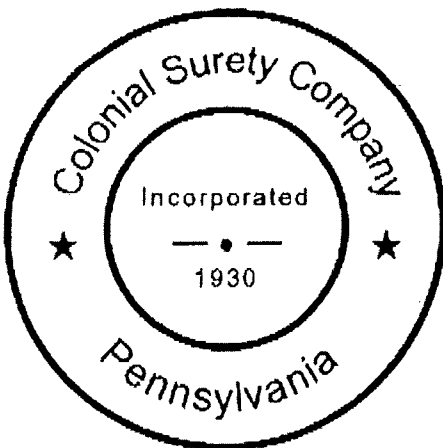
for a term beginning on June 1st, 2025 and ending on June 1st, 2026.

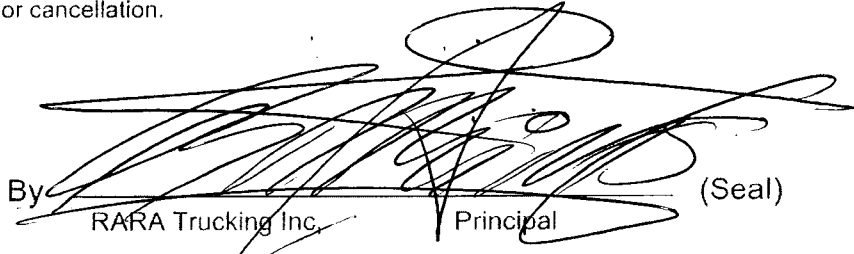
NOW THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

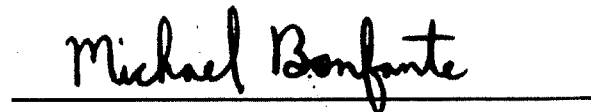
1. This bond shall remain in full force during the term of said license or permit unless cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a term of one year or any other specific term, and said license or permit is renewed for one or more specific terms, this bond shall be and is hereby extended to cover during such additional term or terms. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in the first paragraph of this bond.

2. This bond may be terminated or cancelled by Surety by giving 30 days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by standard mail. Such termination or cancellation shall not affect liability incurred or accrued under this bond to the effective date of such termination or cancellation.



By  (Seal)
RARA Trucking Inc. Principal

COLONIAL SURETY COMPANY

By  (Seal)

Michael Bonfante, Attorney-in-Fact

Form M300-110 (Rev 9/89)

Original printed with Blue and/or Black ink

For verification of the authenticity of this Bond/Policy you may call (201) 573-8788.

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Michael Bonfante of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

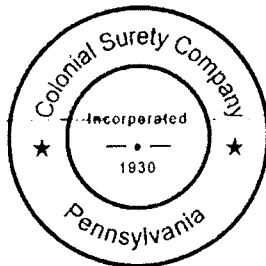
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

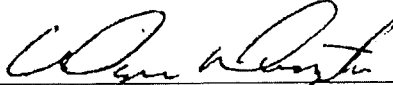
"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 30th day of March, A.D., 2023.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By 
Wayne Nunziata, President

On this 30th day of March, in the year 2023, before me
Theresa La Monica, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025.



Theresa La Monica

Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 29th day of April, 2025

Original printed with Blue and/or Black ink.
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask
for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the
bond to which the power is attached.




Wayne Nunziata, President

State of New Jersey

County of Bergen

On this 29th day of April, 2025 before me, John Riccardi, a Notary Public, personally came Michael Bonfante, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

John Riccardi
Notary Public of New Jersey
My Commission Expires September 8th, 2028


John Riccardi, Notary Public

Balance Sheet as of December 31, 2023

65



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2025

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 AMERICAN ARROW INSURANCE SVCS, INC. 6550 VAN BUREN ROAD STE. B RIVERSIDE, CA 92503 LICENSE#0L95341	CONTACT NAME: SERGIO RUELAS	
	PHONE (A/C, No, Ext): 855-832-1092 FAX (A/C, No): 909-354-3628	
INSURED RARA TRUCKING, INC. P.O. BOX 7353 SAN JOSE, CA 95150	E-MAIL ADDRESS: sruelas@americanarrowins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: PENNSYLVANIA MANUFACTURERS	NAIC # 12262
	INSURER B: AMERICAN SUMMIT INSURANCE CO	19623
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

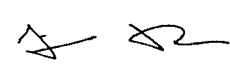
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		303401-0473975Y	1/19/2025	1/19/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X		ASCA0010000528-03	3/19/2025	3/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	MOTOR TRUCK CARGO			812401-0473975Y	11/13/2024	11/13/2025	\$100,000 LIMIT / \$1,000 DEDUCTIBLE
A	TRAILER INTERCHANGE			812401-0473975Y	11/13/2024	11/13/2025	\$30,000 LIMIT/ \$1,000 DEDUCTIBLE CONTAINERS & DRY FREIGHT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF LATHROP ITS OFFICES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW BY COMPANY.

CERTIFICATE HOLDER CITY OF LATHROP 390 Towne Centre Drive Lathrop, CA 95330	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2025

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 AMERICAN ARROW INSURANCE SVCS, INC. 6550 VAN BUREN ROAD STE. B RIVERSIDE, CA 92503 LICENSE#0L95341	CONTACT NAME: SERGIO RUELAS PHONE (A/C, No, Ext): 855-832-1092 FAX (A/C, No): 909-354-3628 E-MAIL ADDRESS: sruelas@americanarrowins.com
INSURED RARA TRUCKING, INC. P.O. BOX 7353 SAN JOSE, CA 95150	INSURER(S) AFFORDING COVERAGE INSURER A: PENNSYLVANIA MANUFACTURERS NAIC # 12262 INSURER B: AMERICAN SUMMIT INSURANCE CO 19623 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			303401-0473975Y	1/19/2025	1/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ASCA0010000528-03	3/19/2025	3/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE \$ OTH-ER \$
	UMBRELLA LIAB EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	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				E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	MOTOR TRUCK CARGO			812401-0473975Y	11/13/2024	11/13/2025	\$100,000 LIMIT / \$1,000 DEDUCTIBLE
A	TRAILER INTERCHANGE			812401-0473975Y	11/13/2024	11/13/2025	\$30,000 LIMIT / \$1,000 DEDUCTIBLE CONTAINERS & DRY FREIGHT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF LATHROP ITS OFFICES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED. ENDORSEMENT ATTACHED.

CERTIFICATE HOLDER CITY OF LATHROP 390 Towne Centre Drive Lathrop, CA 95330	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
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THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - EXCESS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Name of person or organization:

**THE CITY OF LATHROP ITS OFFICERS AND EMPLOYEES ARE
NAMED AS ADDITIONAL INSURED.
390 Towne Centre Drive
Lathrop, CA 95330**

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured (Section II(A)(1)) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above.

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby is excess over any other valid and collectible insurance, whether such other insurance is primary, excess, contingent, or otherwise. Where the Additional Insured has valid and collectible insurance in excess of a self-insured retention, this insurance is excess over the combined limits of such insurance and the self-insured retention. Where the Additional Insured does not have valid and collectible insurance applicable to a claim that would be covered by the policy, the Additional Insured shall have a self-insured retention of the first million dollars of any covered loss and the insurance afforded hereby shall be excess over such self-insured retention.
2. The coverage afforded hereby to such additional insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the additional insured was held liable.
3. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
4. Any coverage provided under this endorsement for any additional insured will never be broader than coverage provided to any named insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION**

COMPANY NAME: Republic Services

ADDRESS: 1145 W. Charter Way, Stockton CA 95206

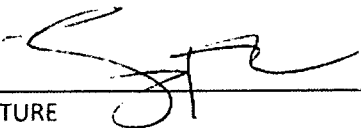
PHONE/FAX: (209) 420-2949

EMAIL: FThompson@republicservices.com

TYPE OF WASTE REMOVAL SERVICE:

MSW generated at Industrial accounts located in the City of Lathrop

APPLICANT SIGNATURES:


SIGNATURE

5/5/2025
DATE

Francina Thompson
PRINT NAME

Municipal Manager
TITLE



Parks and Recreation Department

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

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

X

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

N/A

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

X

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

X

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

INSURANCE CERTIFICATE AND ENDOREMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

X

LICENSE FEE ENCLOSED (\$2,500)

N/A

ADMINISTRATION FEE (\$92)

X

PROCESSED BY:

MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.27.25

DATE

APPROVED BY:

TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

5.27.25

DATE

Site Name	Site Address
TWO GUYS FOOD FUEL	147 LATHROP RD
PERFORMANT RECOVERY, INC.	17080 S HARLAN RD
HERITAGE PAPER (PIONEER)	17740 SHIDELER PKWY
FIRESIDE INN	854 LATHROP RD
D'ARCY BUS PK COM/CONDO ASSOCI	401 DARCY PKWY
D'ARCY BUSI PK COM/CONDO ASSOC	17320 D'ARCY PKWY
D'ARCY BUS PK COM/CONDO ASSOCI	17918 MURPHY PKWY
GRACE COMMUNITY CHURCH	850 J ST
JOES PLACE	15600 S HARLAN RD
KAREN MEYER	947 H ST
LA CRESCENTA PROP/LOUISE PLAZA	201 LOUISE AVE
HAMPTON INN	103 E LOUISE AVE
JOSEPH WIDMER MIDDLE SCHOOL	751 STONEBRIDGE AVE
CLOROX (RECYCLING)	11950 S HARLAN RD
MOSSDALE ELEMENTARY SCHOOL	455 BROOKHURST BLVD
FAST LANE CENTRAL VALLEY	116 ROTH RD
CBC STEEL (REC)	1700 E LOUISE AVE
WALGREENS #10631	14780 S HARLAN RD
DOT TRUCK SALES	11299 S HARLAN RD
BORAL ROOFING ROTH RD	342 ROTH RD
LATHROP HIGH SCHOOL	647 SPARTAN WAY
BOISE CASCADE WOOD REC 40YRD	12030 S HARLAN RD
JACK IN THE BOX #588	100 E LOUISE AVE
JOHN DEERE LATHROP	17400 SHIDELER PKWY
BROWN SAND INC	800 MOSSDALE RD
ROGER AQUINO	11471 S MANTHEY RD
CITY OF LATHROP PUBLIC 1	15445 7TH ST
CITY CONTRACT/CITY OF LATHROP	390 TOWNE CENTRE DR
LUCIA MACHADO	904 O ST
BARBOSA CABINETS INC.	11900 S HARLAN RD
LATHROP COMMUNITY APOLISTIC CH	15074 5TH
BALWANT SINGH SANDHU	2690 W YOSEMITE AVE
OUR LADY OF GUADALUPE	16200 CAMBRIDGE DR
TOTTEN TUBES	15540 MCKINLEY AVE
JH MOTOR SPORTS	14150 S HARLAN RD
HEARTLAND EXPRESS	12550 S HARLAN RD
TEC EQUIPMENT (R/O)	2050 E LOUISE AVE
NATIONWIDE FLEET	17605 S MANTHEY RD
LATHROP GAS & FOOD INC	140 LATHROP RD
RIVER ISLAND TECH ACADEMY	1175 MARINA DR
HOME DEPOT HMD005363 2YD PAPER	18300 S HARLAN RD
HOLIDAY INN AND SUITES	15688 S HARLAN RD
EAGLE'S NEST HARLEY DAVIDSON	13900 S HARLAN RD

HIGH FIVE PLAZA, LLC	16925 S HARLAN RD
CALIFORNIA NATURAL EAST GATE 3	15188 S MCKINLEY AVE
OREILLY AUTO ORE004719 4YD MSW	15079 S HARLAN RD
LATHROP CHRISTIAN CENTER	17261 S MANTHEY RD
SWISS AMERICAN 20 YD COMP	251 DARCY PKWY
PILKINGTON LATHROP 40YD	500 E LOUISE AVE
DENNYS RESTAURANT	16851 S HARLAN RD
CITY OF LATHROP (RECY)	2112 E LOUISE AVE
NEXT GENERATION	18001 COMMERCIAL ST
COLONIAL ENERGY, LLC	192 LATHROP RD
LATHROP HEAD START	721 THOMSEN RD
TARGET TGT002347 35YD C MSW	16858 GOLDEN VALLEY PKWY
CREATIVE OUTDOOR ENVIRONMENT	15929 S MANTHEY RD
RIVER ISLAND @ LATHROP	73 STEWART RD
RIVER ISL@CONST.OFC/LAY DWN YD	401 STEWART RD
DELLOSIO FARMS	26 STEWART RD
DISCOVERY CHALLENGE ACADEMY	700 E ROTH ROAD
VATTADI LATHROP CROSSING, LLC	15362 S HARLAN RD
KIWI CRATE INC (DOOR 6)	11980 S HARLAN RD
POPEYE'S	16837 S HARLAN RD
ATLAS COPCO	1601 MADRUGA RD
RIVER ISLAND BOAT HOUSE REST.	980 LAKESIDE DR
FLYING J #101700	345 ROTH RD
SIMWON AMERICA CORP.	400 DARCY PKWY
LA COSTA DE ACAPULCO	16444 CAMBRIDGE DR
LA REINA SUPERMARKET	1357 E LOUISE AVE
PRATT (TRASH)	2131 E LOUISE AVE
RAYMOND HANDLING	19107 CHRISTOPHER WAY
SAVE MART CENTER SITE #1	15010-18 S HARLAN RD
HD LATHROP LLC	16609 S HARLAN RD
SEFNCO COMMUNICATIONS (TRASH)	12687 S MANTHEY RD
TACO BELL	16905 S HARLAN RD
FERELLGAS LP DBA BLUE RHINO	12693 S MANTHEY RD
ABSOLUTE VENTURES	15901 6TH ST
KORNHAUSER REAL ESTATE, LLC.	1683 E LOUISE AVE
THE SHOPS AT LATHROP CROSSING	15382 S HARLAN RD
DONA TERE PERUVIAN RESTAURANT	16438 CAMBRIDGE DR
CHEEMA FREIGHT LINE LLC	16200 MCKINLEY AVE
HALE CONST INC LAY/DWN YARD	401 W STEWART RD
DARTANO FARMS INC	17270 GOLDEN VALLEY PKWY
QUALITY INN & SUITES	16855 S HARLAN RD
RIVER ISLANDS BASEBALL CLUB LL	1051 RIVER ISLANDS PKWY
TEICHERT - 40YD C&D PHASE 1 S	940 RIVER ISLANDS PKWY
TEICHERT CONSTRUCTION PO#12032	RIVER ISLANDS PARKWAY AND WALE

STARBUCKS 58278	16538 GOLDEN VALLEY PKWY
CROSSLINK PRO TAX SOLUTIONS	16916 S HARLAN RD
LATHROP SMOG	15151 S HARLAN RD
TESLA - AUGER	17100 MURPHY PARKWAY
ALTO SYSTEMS, INC.	11960 S HARLAN RD
PANDA EXPRESS 3104	15099 S HARLAN RD
RAVINDER DHILLON	11378 S HARLAN RD
WAYFAIR INC.	5120 GLACIER ST
RIVER ISLANDS-WELCOME CENTER	1401 RIVER ISLANDS
SIMWON AMERICA CORP. (BUILDIN	18231 MURPHY PKWY
ECLIPSE METAL FABRICATION	17700 SHIDELER PKWY
WEST COAST RV & BOAT STORAGE	4052 YOSEMITE AVE
BURGER KING 22460	15119 S HARLAN RD
THE BLESSED KITCHEN	151 LATHROP RD
UPS-LATHROP I/R	11800 S HARLAN RD
KB OF CA IRONPOINTE - C&D LEE	SPALDING/TESTAROSSA ST
CHIPOTLE #3535	16542 GOLDEN VALLEY PKWY
CBK LATHROP	16948 S HARLAN RD
TRU HOTEL	161 E LOUISE AVE
CON FAB CALIFORNIA, LLC	1910 LATHROP RD
WESTERN PACIFIC CRANE & EQUIP	1500 MADRUGA RD
TOWNE CENTRE - SOUTH SITE	240 TOWNE CENTRE DR
TOWNE CENTRE - NORTH SITE	231 TOWNE CENTRE DR
KAISER PERMANENTE - LATHROP	17000 S HARLAN RD
PFLUG REC COMPACTOR DR#18	17430 SHIDELER PKWY
CARL'S JR #7415	200 E LOUISE AVE
ASHLEY FURNITURE DC 0049 40YD	18290 S HARLAN RD
WAYNE KELLY SITE 2	210 TOWNE CENTRE DR
WAYNE KELLY SITE 1	17259 GOLDEN VALLEY PKWY
TEICHERT CONSTRUCTION	1250 MADRUGA RD
CAMINO REAL MOBILE ESTATES	15820 S HARLAN RD
LATHROP FOOD PLAZA	16201 S HARLAN RD
RESIDENTIAL DESIGN CA061 6YD	19105 CHRISTOPHER WAY
FLOOR & DECOR 284 40YD	1880 E HAMMER LN
TESLA 12528 4YD TRASH	1611 S AIRPORT WAY
TESLA 18200 40YD TRASH	15660 MCKINLEY AVE
A&A INTERMODAL TERMINAL SITE 1	1625 E LOUISE AVE
FURST CONSTRUCTION 20YD C&D LE	601 DARCY PKWY
JOHNS MANVILLE	3458 YOSEMITE AVE
FOOD 4 LESS WAREHOUSE	550 TESLA DR
NFI PC 388 NFI000388 30YD MSW	16825 MURPHY PKWY
STAFF MARK	16964 S HARLAN RD LATHROP, CA
CLEAN ENERGY FUELS	1262 MADRUGA RD
TBHCV --SONIC DRIVE-IN LATHROP	15107 OLD HARLAN RD

KKW TRUCKING INC.	600 E LOUISE AVE
PRISM TEAM SERVICES	18284 S HARLAN RD
MEDLINE MEL000D46 40YD C MSW	18601 CHRISTOPHER WAY
SIMWON AMERICA CORP. SITE 2	619 TESLA DR
EPIC ACADEMY	2760 PENROSE LN
TESLA 11984 40YD REC	3131 AUTO CENTER CIR
CARGILL LATHROP WAREHOUSE	5030 YOSEMITE AVE
DCG FULFILLMENT	18755 BUSINESS PARK CT
CONEXWEST	17140 S HARLAN RD
SPROUTS SPR000466 30YD C MSW	16576 GOLDEN VALLEY PKWY
PARK MY FLEET	18551 CHRISTOPHER WAY
IN-N-OUT BURGER 804 65GAL REC	18240 S HARLAN RD
WAYZ PETROLRUM INC	16470 CAMBRIDGE DR
STORQUEST LATHROP GOLDEN V	16000 GOLDEN VALLEY PKWY
CBC STEEL	17072 S HARLAN RD
MOSSDALE LANDING SITE 2	18008 GOLDEN VALLEY PKWY
PRIME TRUCK AND TRAILER	12796 S HARLAN RD
FAIRFIELD INN & SUITES	17401 S MANTHEY RD
LATHROP BUSINESS PARK GROUP LP	16954 S HARLAN RD
JBF WHS CROSS DOCK LOGISTICS	601 TESLA DR
OLIVE OIL PANTRY LLC	950 S MANTHEY RD
DR HORTON SPARROW- MALIBU LAN	MALIBU LANE
BLUE RAIN CAR WASH	16446 GOLDEN VALLEY PKWY
HAGGERTY CONSTRUCTION-40YD C&D	3400 YOSEMITE AVE
KREAT NVEST	17395 S MANTHEY RD
KB HOMES-ARCADIA 40YD C&D LEE	PISMO DRIVE
ARKTOS INCORPORATED	540 E LOUISE AVE
IN N OUT BURGER 346 ORGANICS	16514 GOLDEN VALLEY PKWY
NVA LATHROPVETERINARY 1085 ORG	17600 GOLDEN VALLEY PKWY
DOORTEK INC	12711 S MANTHEY RD
LENNAR LLC ADLER STREET C&	ADLER AND TACOMA ST
BAJWA TRANSPORT SERVICE	4100 YOSEMITE AVE
PENSKE TRUCK LEASING	2400 E LOUISE AVE
KDC CONSTRUCTION - CHIK FIL A	16608 GOLDEN VALLEY PARKWAY
TFF LAT UPS FREIGHT	1444 LATHROP RD
DE COLORES RESTAURANT, LLC	14725 S HARLAN RD
HOLLINGSWORT	18491 BUSINESS PARK CT
RAAD BOURI	911 H ST
MACYS MCY710117 40Y MSW CMP	3300-3400 YOSEMITE AVE
I5 TRUCK TERMINAL INC	12333 S MANTHEY RD
FAST & EASY MART 104	16460 GOLDEN VALLEY PKWY
CMS LOGISTICS- PG&E SUBSTATION	1833 VIERRA RD
MACYS MCY710117 1-30Y WOOD	3395 GRADY DR
M3 MEP LLC	950 STEWART RD

CALIFORNIA NATURAL PRODUCTS	1250 LATHROP RD
KB HOMES IRON POINTE FL SERVI	ROSEDALE STREET
KB HOMES IRON POINTE FL 5YD	15870 TESTAROSSA ST
NSR KRAFT LATHROP DR200 40YD	980 E LOUISE AVE
TESLA 3447 4YD TRASH	18250 MURPHY PKWY
RIVER ISLANDS HIGH SCHOOL	16601 RIPTIDE WAY
DESI PIZZA BITE	159 LATHROP RD
TAYLOR MORRISON - PADDLEWHEEL	3344 ELLINGTON
ENSTALL C/O IRONRIDGE	17100 S HARLAN RD
ARACELY VASQUEZ	14661 REVEREND MAURICE COTTON DR
VAN DAELE- STANFORD CROSSING 4	400 STANFORD XING
TRI POINTE HOMES- JOURNEY	16010 TESTAROSSA ST
TESLA MEGAFACTORY	700 DARCY PKWY
GSE CONSTRUCTION	18800 CHRISTOPHER WAY
KIPER HOMES- CAPRI WOOD C&D L	17379 HARBOR VIEW AVENUE
AMAZON OAK41 6YD FL TRASH	501 DARCY PKWY
DESCOR BUILDERS - DEL WEBB 40Y	BRIGHTWOOD DRIVE
LATHROP-MANTECA FIRE DIST #34	460 RIVER ISLANDS PKWY
LATHROP-MANTECA FIRE STATION	800 J ST
LATHROP-MANTECA FIRE DIST #35	19001 SOMERSTON PKWY
VAN DAELE HOMES WESTWIND	3235 GREEN MEADOW LANE
COMFORT INN	14730 S HARLAN RD
RAFAEL & FRANCES SANDOVAL	15485 7TH ST
HEALTH SERVICES BENEFIT ADMIN	16960 S HARLAN RD
STORAGE PRO OR LATHROP #26	15550 S HARLAN RD
KFC #219 (LEHA 219 INC)	150 E LOUISE AVE
CITY OF LATHROP SENIOR CENTER	15707 5TH ST
AMG RESOURCES PACIFIC CORP.	15332 MCKINLEY AVE
CITY OF LATHROP PARK	STONE BRIDGE PARK
KABARITI AM-PM MINI MARKET	85 E LOUISE AVE
RIVER ISLAND (TOOL SHED)	LAKESIDE & MARINA
WILLIAM ASSAD	15810 S HARLAN RD
MC DONALDS RESTAURANT LATHROP	300 E LOUISE AVE
DRAGON ESP PRODUCTS	15700 MCKINLEY AVE
SHERWIN WILLIAMS 8523 3YD TRSH	15390 S HARLAN RD
RLEETPRIDE 729	1629 E LOUISE AVE
MOBILE MINI 1134 6YD TRASH	16351 MCKINLEY AVE
SWIFT TRANS SLATH 5YD TRASH 1	901 DARCY PKWY
TESLA 0906 40YD TRASH	501 TESLA DR
TESLA 16086 40YD TRASH	701 DARCY PKWY
TESLA 0551 20YD TRASH	18260 S HARLAN RD
DUTCH BROS DBRCA0805 4YD MSW	15135 OLD HARLAN RD
UTILITY TRAILER SALES	12608 S HARLAN RD
ONE LATHROP (LATHROP PROPERTY)	16424 S HARLAN RD

KELLY BUSINESS PARK, LLC	91-201 D'ARCY PKWY
CITY OF LATHROP COMM CENTER FL	15557 5TH ST
LATHROP ELEMENTARY	15851 5TH ST
LATHROP POST OFFICE	15529 7TH ST
BELLAS BAKERY	155 LATHROP RD
LATHROP SELF STORAGE	1644 E LOUISE AVE
BUDS CONCRETE	11145 HARLAN RD
CALIFORNIA NAT. PROD. **ADC1**	15789 MCKINLEY (WAREHOUSE) AVE S
CITY OF LATHROP/WELL 7 40YD GR	OFF MC KINLEY COUNTY DIRT RD
CITY OF LATHROP/STONEBRIDGE PRK	13400 SLATE ST
CITY OF LATHROP GENERATION CTR	450 SPARTAN WAY
CITY OF LATHROP (POLICE DEPT)	940 RIVER ISLAND PARKWAY
CITY OF LATHROP	700 TOWNE CENTRE DR
MANTECA LATHROP FIRE DIST #34	460 RIVER ISLAND PKWY
SAVE MART #94	15240 S HARLAN RD
PFLUG PACKAGING(TRASH COMP)#30	17600 SHIDELER PKWY
PFLUG PKG TRASH COMP/DOOR #89	17500 SHIDELER PKWY
DAYS INN	14750 S HARLAN RD
DELTA AC SUPPLY	3515 YOSEMITE AVE
NICKS 76	16500 S HARLAN RD
PETS & PALS	12488 S HARLAN RD
TOP GUN DRY WALL SUPPLY	15500 MCKINLEY AVE
SEVENTH STREET APARTMENTS	16015 7TH ST
C&S WHOLESALE GROCERS 20YD WE	16888 MCKINLEY AVE
SREYMLOP NOL	16460 CAMBRIDGE DR
LATHROP COMMUNITY CHURCH	937 J ST
O STREET APARTMENTS	934 O ST
LATHROP SMOG	15151 OLD HARLAN RD
AUNTYS GROOMING	15559 7TH ST
LEARNING TREE PRESCHOOL	15551 7TH ST
MANTECA LATHROP FIRE DISTRICT	460 RIVER ISLAND PARKWAY
LATHROP SANDS MHP	11550 S HARLAN RD
PENTECOSTAL CHURCH OF GOD	14172 AVON AVE
LATHROP COMMUNITY APOLISTIC CH	15074 5TH ST

Trk #	Body Serial #	Engine Serial #	Year	Descr.	License #	Vin number	Reg Ownership	US DOT#
0125	MLA07570-0002	73186061	2011	FREIGHTLINER	34439A2	1FVACWDT1BDBD4842	REPUBLIC	3171547
0126	R-0399811	124KM2Y4414010	2018	INTERNATIONAL	12388X1	3HTHWSNN0JN626192	REPUBLIC	3171547
0127	F150		2023	FORD	43784Z3	1FTMF1CB8PKF58759	REPUBLIC	3171547
0128	F150		2023	FORD	36281Z3	1FTMF1CBXPKF60593	REPUBLIC	3171547
2000	31R0X21124932	46663959	2007	AUTOCAR	11366T3	5VCHC6MF47H204293	SUNRISE	3171547
2001	5121PX281659175	X01741	2021	PETERBILT	44833G3	3BPDXXK0X4MF111096	SUNRISE	3171547
2412	DRE7001186		2019	PETERBILT	66624X2	3BPDXXK0X2KF106119	LOANER	
2432	DRE7001176	X007926	2019	PETERBILT	64080S2	3BPDXXK0X6KF106124	ALLIED	
2453	72R0X314225929	46619149	2007	AUTOCAR	8M37046	5VCHC6MF47H204407	SUNRISE	3171547
2455	63V0X284733767	73080059	2010	AUTOCAR	37562A1	5VCACD8F8AH211089	REPUBLIC	3171547
2459	62V0X314233726	73078458	2010	AUTOCAR	47567B1	5VCACD8F5AH211132	REPUBLIC	3244872
2460	63V0X314233771	73078459	2010	AUTOCAR	47569B1	5VCACD8F7AH211133	SUNRISE	3244872
2461	63V0X314233785	73078462	2010	AUTOCAR	47566B1	5VCACD8F9AH211134	REPUBLIC	3244872
2464	RR8105244	73657439	2014	AUTOCAR	86527S1	5VCACDVF3EH217456	NDEPENDEN	3171547
2465	RR8105247	73660949	2014	AUTOCAR	86518S1	5VCACDVF9EH217459	NDEPENDEN	3171547
2466	RR8105248	73660952	2014	AUTOCAR	86519S1	5VCACDVF5EH217460	NDEPENDEN	3171547
2468	RR8105254	73660950	2014	AUTOCAR	86521S1	5VCACDVF9EH217462	NDEPENDEN	3171547
2469	RR8105257	73665455	2014	AUTOCAR	86130S1	5VCACDVF0EH217463	NDEPENDEN	3171547
2470	RR8105250	73665454	2014	AUTOCAR	86522S1	5VCACDVF2EH217464	NDEPENDEN	3171547
2471	RR8105258	73665460	2014	AUTOCAR	86523S1	5VCACDVF4EH217465	NDEPENDEN	3171547
2473	RR8105246	73660955	2014	AUTOCAR	86129S1	5VCACDVF7EH217458	NDEPENDEN	3171547
2474	32160X284845853	73938865	2016	AUTOCAR	17515A2	5VCACDVF7GH222162	N LSG	3171547
2475	32160X284845859	73938984	2016	AUTOCAR	17516A2	5VCACDVF9GH222163	N LSG	3171547
2476	RR8105444	73950664	2016	AUTOCAR	43913B2	5VCACDVF3HH222578	N LSG	3171547
2477	RR8105528	X003195	2018	PETERBILT	51503H2	3BPDLK0X8JF184222	NDEPENDEN	3171547
2478	RR8105529	X003203	2018	PETERBILT	51504H2	3BPDLK0XXJF184223	NDEPENDEN	3171547
2479	3418PX314850976	X004962	2018	PETERBILT	60357M2	3BPDLK0X7JF162079	NDEPENDEN	3171547
2480	6318PX314851640	X005739	2019	PETERBILT	62734M2	3BPDLK0X3KF102933	NDEPENDEN	3244851
2481	6418PX314851653	X005825	2019	PETERBILT	61633M2	3BPDLK0X5KF102934	NDEPENDEN	3171547
2482	2320PX274856198	X012817	2020	PETERBILT	40406Z2	3BPDLK0X3LF108961	SUNSET	3171547
2483	3220PX274856366	X010534	2020	PETERBILT	27018Y2	3BPDLK0X5LF108962	SUNRISE	3171547
2484	3120PX274856353	X012733	2020	PETERBILT	01285A3	3BPDLK0X5LF108959	SUNRISE	
2485	3220PX274856370	X012810	2020	PETERBILT	88754Z2	3BPDLK0X1LF108960	SUNRISE	3171547
2486	3220PX274856387	X012818	2020	PETERBILT	40805Z2	3BPDLK0X7LF108963	SUNRISE	3171547
2487	3220PX274856372	X012815	2020	PETERBILT	88753Z2	3BPDLK0X9LF108964	SUNRISE	3171547
2488	3421PX274858809	X017191	2021	PETERBILT	97905F3	3BPDXXK0X2MF110724	SUNRISE	3171547
2489	3421PX274858835	X017109	2021	PETERBILT	11538T3	3BPDXXK0X4MF110725	SUNRISE	3171547
2490	2222PX274861146	X022243	2022	PETERBILT	16180M3	3BPDXXK0X2NF113429	NDEPENDEN	3171547
2491	2122PX274861114	X022246	2022	PETERBILT	16181M3	3BPDXXK0X9NF113430	NDEPENDEN	3171547
2492	1422PX274861103	X022238	2022	PETERBILT	16182M3	3BPDXXK0X0NF113431	NDEPENDEN	3171547
2493	2424PX274866486	X033088	2024	PETERBILT	61371Z3	3BPDXXK0X8RF119449	NDEPENDEN	3171547
2494	3124PX274866441	X031031	2024	PETERBILT	61124Z3	3BPDXXK0X7RF116896	NDEPENDEN	3171547
2495	71249X274867472	X033769	2024	PETERBILT	49149Y3	3BPDXXK0X2RF119205	NDEPENDEN	3171547
2496	7124PX274867508	X033706	2025	PETERBILT	56445B4	3BPDXXK0X1SF119203	NDEPENDEN	3171547
2497	3124PX274866464	X031671	2024	PETERBILT		3BPDXXK0X9RF116897	NDEPENDEN	3171547
2546	53Y0X314241577	73657433	2014	AUTOCAR	86128S1	5VCACDVF8EH217761	NDEPENDEN	3244872
0055	F550		2014	FORD F550	99349L1	1FDUF5GT1EEA62591	DEP. TRUCKING	
F150	F15		2022	FORD F150	95614R3	1FTMF1CB8NKF20347	DEP. TRUCKING	

0001E	0001		2024	MCNEILUS	72973C4	4M9CGDKF8RM265011	SUNRISE	
0002E	0002		2024	MCNEILUS		4M9CGDKF6RM265024	SUNRISE	
0003E	0003		2024	MCNEILUS		4M9CGDKF5RM265032	SUNRISE	
0004E	0004		2024	MCNEILUS		4M9CGDKF2RM265036	SUNRISE	
Trk #	Body Serial #	Engine Serial #	Year	Descr.	License #	Vin number	Reg Ownership	US DOT#
1225	81U0A438534072	73078417	2010	AUTOCAR	03565X2	5VCACL8F8AH211040	ALLIED	3244855
1226	HPS5012023	X007848	2019	PETERBILT	11660T3	3BPDXXK0X5KF105983	ALLIED	324855
1230	HPS5005427	73483377	2013	AUTOCAR	75812K3	5VCACL8F8DH215982	ALLIED	3244855
1324	82U0A438534140	73079092	2010	AUTOCAR	94881G1	5VCACL8F6AH211182	ALLIED	3244855
1333	73U0A438533990	73078884	2010	AUTOCAR	24675B1	5VCACL8F0AH211176	ALLIED	3244855
1339	54118PA407851470	X005655	2018	PETERBILT	62509M2	3BPDXXK0X1KF161693	NDEPENDEN	3244855
1340	82181PA407852015	X006723	2019	PETERBILT	59917N2	3BPDXXK0X7KF161696	DELTA	3244855
1341	10120PA438755140	X010251	2020	PETERBILT	75845W2	3BPDXXK0X2LF107465	DELTA	3244855
1342	2220PA438756167	X013383	2020	PETERBILT	27019Y2	3BPDXXK0XXLF109643	DELTA	3244855
1343	2420PA438756251	X013365	2020	PETERBILT	88751Z2	3BPDXXK0X1LF109644	DELTA	3244855
1344	2420PA438756259	X013384	2020	PETERBILT	27020Y2	3BPDXXK0X3LF109645	DELTA	3244855
1345	2320PA438756224	X013461	2020	PETERBILT	88752Z2	3BPDXXK0X8LF109642	DELTA	3244855
1346	1521PA438758399	X016698	2021	PETERBILT	52310E3*	3BPDXXK0X4MF110837	DELTA	3244855
1347	5324PX438667090	X033510	2024	PETERBILT	18756B4	3BPDXXK0X6RF119188	DELTA	3244855
1348	4224PX438666791	X033512	2024	PETERBILT	88703Z3	3BPDXXK0X8RF119189	DELTA	3244855
1349	12224PX408669077	99317509	2025	PETERBILT		3BPDXXJ0X8SF751397	DELTA	3244855
3009			2006	PETERBILT	71586P3	1NPZL00X46D716535	DELTA	3244855
3356	13H28523 191870	46676564	2007	AUTOCAR	35494G3	5VCDC6MF97H204420	DELTA	3244855
3363	13H40933	X003120	2018	PETERBILT	87575G2	3BPZLK0X1JF184228	NDEPENDEN	3244855
3364	13H40934	X003119	2018	PETERBILT	71863P3	3BPZLK0X3JF184229	NDEPENDEN	3244855
3365	13H42158	X005082	2018	PETERBILT	90125G2	3BPDLK0X0JF162036	NDEPENDEN	3244855
3366	13H42159	X005354	2018	PETERBILT	90124G2	3BPDLK0X4JF162038	NDEPENDEN	3244855
3369	13H46789	X012827	2020	PETERBILT	75664Y2	3BPDLK0X1LF109090	DELTA	3244855
3370	13H46790	X012829	2020	PETERBILT	27017Y2	3BPDLK0X3LF109091	DELTA	3244855
3371	13H48351	X016679	2021	PETERBILT	07378D3	3BPDLK0X0MF110877	DELTA	3244855
3372	13H51240	X025010	2023	PETERBILT	79411P3	3BPDLK0X9PF114852	DELTA	3244855
3373	13H51241	X025279	2023	PETERBILT	80026P3	3BPDLK0X0PF114853	DELTA	3244855
3374	13H51242	X026108	2023	PETERBILT	80027P3	3BPDLK0X2PF114854	DELTA	3244855
3375	13H51811	Y291461	2023	PETERBILT	11386T3	1NPCXPEX6PD893326	DELTA	3244855
3376	13H51812	Y298102	2023	PETERBILT	49635U3	1NPCXPEX8PD893327	DELTA	3244855
3377	13H51813	Y298116	2023	PETERBILT	20970V3	1NPCXPEXXPD893328	DELTA	3244855
3378	13H53942	Y313738	2024	PETERBILT	44731B4	1NPCXPEXXRD662089	DELTA	3244855
3379	13H53944	Y314063	2024	PETERBILT	60887X3	1NPCXPEX8RD662091	DELTA	3244855
3380	13H53943	Y314902	2024	PETERBILT	49431Y3	1NPCXPEX6RD662090	DELTA	3244855
3381	13H56551	Y331224	2024	PETERBILT	88701Z3	1NPCXPEXXRD674369	DELTA	3244855
3382	13H56552	Y331557	2024	PETERBILT	61511Z3	1NPCXPEX6RD674370	DELTA	3244855
3383	13H56550	Y331126	2024	PETERBILT	88702Z3	1NPCXPEX8RD674368	DELTA	3244855
3384	13H56553	Y333757	2025	PETERBILT	61138Z3	1NPCXPEX9SD708694	DELTA	3244855
3385	13H56554	Y333954	2025	PETERBILT	18441B4	1NPCXPEX0SD708695	DELTA	3244855
3424	18058996	X002839	2016	PETERBILT	62729M2	3BPZLK0X8HF175147	DELTA	3244855
3433	TH0151		2003	AUTOCAR	7B07860	5VCDC9UE63N194349	DELTA	3244855
3440	13057	Y022584	2013	PETERBILT	35853G3	1NPSXPEXXDD205495	DELTA	3244855
3441	13H40623	X003098	2017	PETERBILT	00117C4	3BPZLK0XXJF184230	DELTA	3244855
0467	EFI14ZA122	73665676	2015	FORD	61006P1	3FRWF7FC2FV545042	REPUBLIC	3244855
0468	E1116 1503181367819		2018	FORD	61269P2	1FDWF7DC2JDF04786		3244855
	B-BQ-TRL		OOOO	SPCNS/TRL	4DF7567	CA930785	DELTA	3244855
	BDT	Dave & Mike built	2015	BIN DELIVERY T	4NJ8752	CA1150407	DELTA	3244855
79	SERIAL#AT3531559	MODEL 2P50000		FORKLIFT -CAT	3/LP AU2293	TIRE SIZE 7.00X12/6.00X9	99084 HOLT OF	



USI Insurance Services
1000 Union Street
Suite 1000
Portland, WA 98101
Phone: 503-463-8200
Fax: 503-463-8200

July 23, 2024

FedEx Priority Overnight

Diven Prasad
Republic Services
1145 West Charter Way
Stockton, CA 95206
209-547-7513

RE: Upcoming Renewals

Dear Diven:

Please find enclosed your renewal documents for the following bond(s). ***You will need to send these original documents to the respective Obligee at your earliest convenience:***

Bond Number	Subsidiary	Principal Name	Obligee	Bond Description	Bond Amount
929086342	4205	Lathrop Sunrise Sanitation Corporation	City Of Lathrop	Solid Waste Handling and Hauling	\$25,000.00

Should you require further assistance or if you have any questions, please do not hesitate to contact me at 206-731-1200 or at amber.engel@usi.com.

Sincerely,

Amber

Surety Account Manager
Surety Services

CONTINUATION CERTIFICATE

The Western Surety Company (hereinafter called the Surety) hereby continues in force its Bond No. 929086342 in the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000.00) Dollars, on behalf of Lathrop Sunrise Sanitation Corporation in favor of City Of Lathrop for Solid Waste Hadling and Hauling subject to all the conditions and terms thereof through 30th Day of June, 2025 at location of risk.

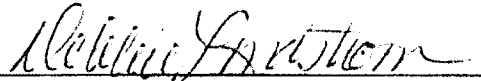
This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 23rd Day of July, 2024.

Western Surety Company

Surety

BY:



Tatiana Geffer, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Tatiana Geffer**, Individually of **Seattle, WA**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 929086342
Principal: Lathrop Sunrise Sanitation Corporation
Obligee: City Of Lathrop

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

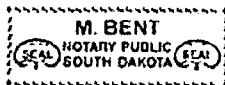
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of July, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Washington
County of King

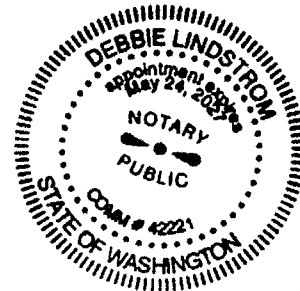
On 7/23/24 before me, Debbie Lindstrom, Notary Public
Date Name and Title of Notary
personally appeared Tatiana Geffer
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Debbie Lindstrom
Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

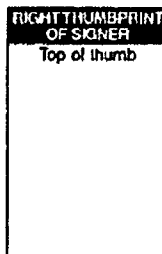
Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

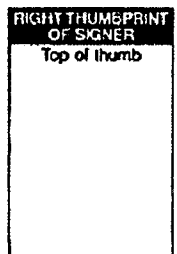
- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____



- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 4

DATE (MM/DD/YYYY)
06/30/2024

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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2481013****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 30,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS -COMP/OP AGG	\$ 20,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WLR C57256862 - AOS	06/30/2024	06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE	<input checked="" type="checkbox"/> N		WLR C57257672 - OR	06/30/2024	06/30/2025	E.L. EACH ACCIDENT	\$ 3,000,000
A	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			SCF C57257726 - WI	06/30/2024	06/30/2025	E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C57257829 - OH XS	06/30/2024	06/30/2025	E.L. DISEASE -POLICY LIMIT	\$ 3,000,000
				TNS C57194790 - TX NS/XS	06/30/2024	06/30/2025		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4207 - Named Insured Includes: Lathrop Sunrise Sanitation Corporation - Dba: Allied Waste Lathrop Sanitation Services

CERTIFICATE HOLDERCity of Lathrop
390 Towne Centre Drive
LATHROP, CA 95330
United States**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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY		NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2481013

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: City of Lathrop, it's Officers, Officials, Employee and Volunteers, when required by written contract.

POLICY NUMBER: HDO G48921000

Endorsement Number: 179

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**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 Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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.

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.

43

POLICY NUMBER: HDO G48921000

Endorsement Number: 142

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****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**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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".



Parks and Recreation Department

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

INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION

COMPANY NAME: Stockton Scavengers
ADDRESS: 1240 Navy Drive
Stockton, CA 95206
PHONE/FAX: 916-838-8328
EMAIL: dfujii@wm.com

TYPE OF WASTE REMOVAL SERVICE:

Industrial Trash + Recycling

APPLICANT SIGNATURES:

Derek Fujii
SIGNATURE

5/8/25
DATE

Derek Fujii
PRINT NAME

Sr. Financial Analyst
TITLE



Parks and Recreation Department

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

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

X

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

X 1 Lathrop driver
X 10, 20, 40 yd containers
+ companies

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

X

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

INSURANCE CERTIFICATE AND ENDOREMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

X

LICENSE FEE ENCLOSED (\$2,500)

X

ADMINISTRATION FEE (\$92)

X

PROCESSED BY:

Melissa Stathakopoulos

MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.27.25
DATE

APPROVED BY:

Todd Sebastian

TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

5.27.25
DATE

COMPANY	CUSTOMER SERVICE_NM	PRICE_GRC
529	605 J R SIMPLOT CO-TRASH	OPN
529	676 ANDERSON TRUSS - PACIFIC COAST	SCO
529	678 DIAMOND PET LATHROP MSW-40YD/C	XAL
529	806 FOOD EXPRESS	SCO
529	882 RAMIREZ, JESUS	SCO
529	909 QUEST MANUFACTURING	SCO
529	1033 C R A INC	XER
529	1034 TUFF BOY SALES INC	SCO
529	1049 GIGLI'S HAY COMPANY (ON CALL)	SCO
529	1072 J R SIMPLOT CO	LCO
529	1096 SHARPE DEPOT-FEL TRASH	XAL
529	1238 HAVEN ACRES RIVERCLUB	OPN
529	1346 SILVER CHASE SELF STORAGE	SCO
529	1796 WIRE MESH WEST COAST LLC	SCO
529	1797 PRESTON PIPELINES INC	SCO
529	2964 PG & E	SCO
529	3074 DIAMOND PET LATHROP-FEL	XAL
529	3817 DIAMOND PET LATHROP-20YDS FWST	XAL
529	4828 ENTERPRISE TRUCK RENTAL	SCO
529	5077 MORONES, SHAWN	SCO
529	5734 DIAMOND PET FOOD PROCESSORS	999
529	7025 J R SIMPLOT- DEMO	OPN
529	7030 TESLA - PDC LATHROP - MURPHY 2	OPN



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

12/10/2024

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 Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: STOCKTON SCAVENGERS 1240 NAVY DRIVE STOCKTON CA 95206	INSURER A: Indemnity Insurance Co of North America NAIC # 43575	
	INSURER B: ACE American Insurance Company NAIC # 22667	
	INSURER C: ACE Fire Underwriters Insurance Company NAIC # 20702	
	INSURER D: ACE Property and Casualty Insurance Company NAIC # 20699	
	INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 11291846**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	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	N/A	WLR C72629668 (AOS) WLR C72629620 (AZ,CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF CITY OF LATHROP (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11291846
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: HDO G48900793

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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 Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the	

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

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 630 BURLINGTON, VT 05401

Memorandum

DT: May 14, 2024

TO: Waste Management
Attn: Derek Fujii
8491 Fruitridge Rd.
Sacramento, CA 95826

FR: Jeffrey Koch
Insurance Officer

RE: Bond No. LB030549TX - Stockton Scavenger

Enclosed please find the renewal document for the above referenced bond. This document has been executed at your request for the June 30, 2024 to June 30, 2025 term.

Please forward the original to the Obligee and retain a copy for your files.

If you have any questions or need further assistance, please contact Diana Seng, Director of Treasury and Financial Assurance at (713) 265-1322 or Dseng@wm.com.

Enclosures

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 630 BURLINGTON, VT 05401

EXTENSION CERTIFICATE

(To be filed with the Obligee)

License/Permit Bond

Bond Number: LB030549TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of California, Inc.

OBLIGEE: City of Lathrop

DESCRIPTION: Industrial Refuse Collection

Said Principal and said Surety hereby agree that the term of said bond is extended from the 30th day of June, 2024 to the 30th day of June, 2025 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Twenty Five Thousand and 00/100 - - - - - (\$25,000.00).

Signed, sealed and dated this 14th day of May 2024.

Waste Management of California, Inc.

By: 
Jeffrey Koch, Attorney-In-Fact

National Guaranty Insurance Company of Vermont

By: 
Peter Snell, Attorney-In-Fact

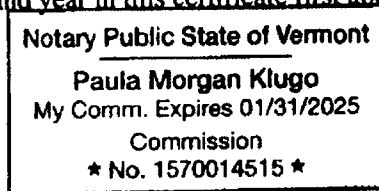
ACKNOWLEDGEMENT BY SURETY


STATE OF VERMONT

COUNTY OF CHITTENDEN

On this 14th day of May, 2024, before me Paula Klugo a notary public in and for the State of VERMONT with principal office in the County of CHITTENDEN residing therein, duly commissioned and sworn, personally appeared Peter Snell known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.





Notary Public in and for the State of Vermont
My commission expires 01/31/2025

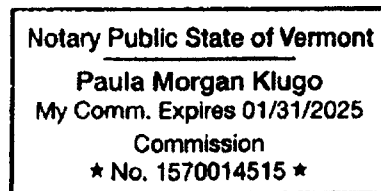
ACKNOWLEDGEMENT BY PRINCIPAL

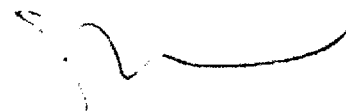
STATE OF VERMONT

COUNTY OF CHITTENDEN

On this 14th day of May, 2024, before me Paula Klugo a notary public in and for the State of VERMONT with principal office in the County of CHITTENDEN residing therein, duly commissioned and sworn, personally appeared Jeffrey Koch, known to me to be the attorney-in-fact of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.





Notary Public in and for the State of Vermont
My commission expires 01/31/2025

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Peter Snell, Brandi Guthrie, Michael Batsimm, Jeffrey Koch, and Nancy Madden of Aon Insurance Managers (USA) Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

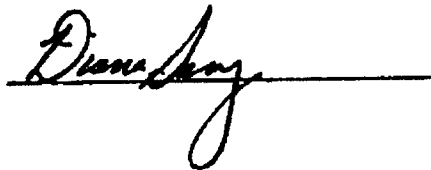
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of Nov 19, 2024.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Leslie Nagy
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 630, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Peter Snell, Brandi Guthrie, Michael Batsimm, Jeffrey Koch, and Nancy Madden of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by the President and its corporate seal to be hereto affixed. This power of attorney is in effect as of

May 14, 2024

Witness:



Diana Seng
Secretary

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**



Leslie Nagy
President

Revised 10/11/23



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION**

COMPANY NAME: Tesla Inc.

ADDRESS: 700 D'Arcy Pkwy

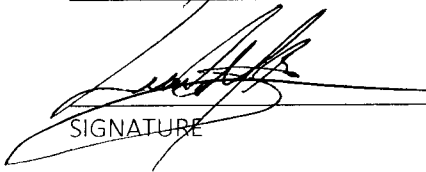
PHONE/FAX: _____

EMAIL: lbas@tesla.com

TYPE OF WASTE REMOVAL SERVICE:

Recycling materials, solid waste, commercial waste and non-hazardous industrial waste.

APPLICANT SIGNATURES:


SIGNATURE

5/8/2025

DATE

Leandro Bas

PRINT NAME

Production Control Manager

TITLE



Parks and Recreation Department

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

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

✓

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

✓

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

✓

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

✓

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

INSURANCE CERTIFICATE AND ENDOREMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

✓

LICENSE FEE ENCLOSED (\$2,500)

✓

ADMINISTRATION FEE (\$92)

✓

PROCESSED BY:

MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

6.2.25

DATE

APPROVED BY:

TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

6.2.25

DATE

TESLA

700 D'Arcy Parkway Lathrop, CA 95330
P 619.770.5920

08/2015

City of Lathrop

Department of Parks and Recreation

390 Towne Center Drive Lathrop, CA 95330

Subject: Renewal - Industrial Hauler Application for Self-Hauling Operations

Dear Ms. Stathakopoulos,

I hope this letter finds you well. I am writing to formally submit an Industrial Hauler Application on behalf of Tesla Inc. for renewal of our industrial hauler permit.

Enclosed with this letter, you will find all the requisite documentation and information as outlined in the application requirements.

Should you require any further clarification or additional documentation, please do not hesitate to contact us. We are more than willing to provide any further information needed to expedite the review process.

Best regards,



Anali Gonzalez

Senior Environmental Engineer

700 D'Arcy Parkway, Lathrop CA, 95330

E. elbbrown@tesla.com T. 619.770.5920

TESLA



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City of Lathrop Industrial Hauler Application Package

Proposed Customers List

Business Name: Tesla Inc. (Megafactory)
Business Address: 700 D'Arcy Pkwy Lathrop, CA 95330

Business Name: Tesla Inc. (Megafactory Warehouse)
Business Address: 5150 Glacier St Lathrop, CA 95330

Number, kind, and capacity of vehicles and other equipment

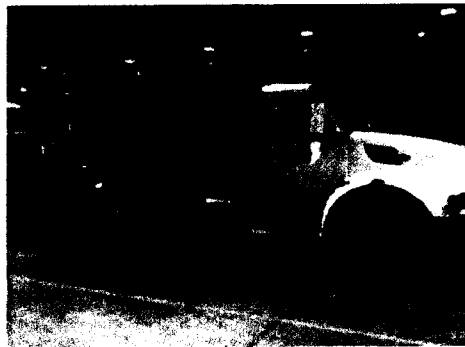
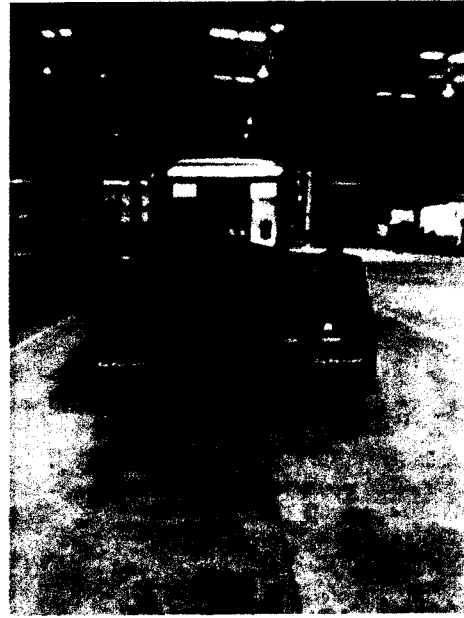
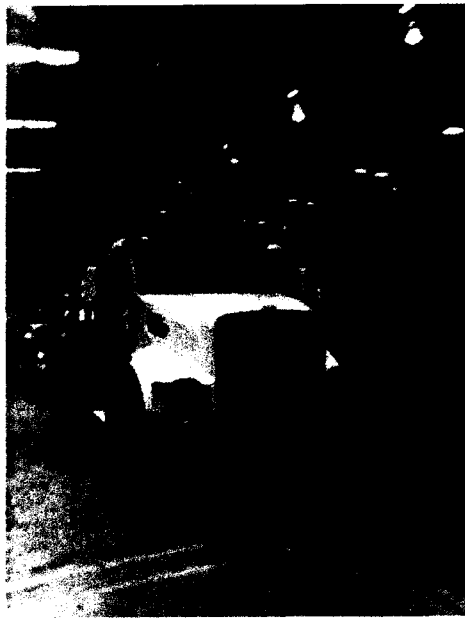
Tesla Inc. is planning on renting three (3) 2024 Peterbilt, Galbreath Roll Off trucks, or similarly in characteristics, to haul 40-yard bins with an approximate weight of 9,000 lbs. (per bin).

Below is the body and chassis information for the rental equipment:

Body Information	
Body Make	Galbreath
Body Model	U5-OR-174
Body SN	55373
Body Size	60k lb. 35.5" Rails
Chassis Information	
Product Family	Roll Off
Chassis Model Year	2024
Chassis Make	Peterbilt
Drive Position	Left Hand Drive
Engine Make	Paccar
Engine Model	MX-13
Engine HP	455
Trans Type	Automatic
Trans Make	ALLISON
Trans Model	4500 RDS-P
Fuel Type	Diesel
Sub Family	Cable Hoist 60k lb
Total GVW Weight	66,000
Front Axle Weight	20,000
Rear Axle Weight	46,000
Front Axle Tires	315/80R22.5
Rear Axle Tires	315/80R22.5
Rear Suspension Type	Hendrickson Haulmaax

10/10/10 10/10/10 10/10/10 10/10/10 10/10/10

Vehicle Pictures



VERIFICATION OF BOND IN FORCE
Form SB-3

Type of Bond: License/Permit Bond - Collection of Industrial Solid Waste as a Self-Hauler of Recycling Materials

Name of Principal: TESLA, INC.

Obligee: CITY OF LATHROP

Carrier: HARCO NATIONAL INSURANCE COMPANY

Bond Number: 0806274

Effective Date: May 6, 2025

Limit: \$ 25,000.00

Premium: \$ 100.00

This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to May 6, 2026.

HARCO NATIONAL INSURANCE COMPANY



By: Mary J. Yohnke
Mary J. Yohnke Attorney in Fact

Date: May 5, 2025

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0806274

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARY L. YOHNKE

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2024



STATE OF NEW JERSEY
County of Essex

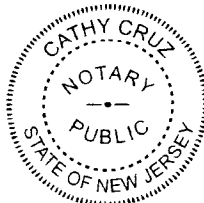
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2024, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 5, 2025.

A00632



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2025

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
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398
CN102460432-GAW-2.5M-24-25

LC/Per

CONTACT NAME: ...	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Zurich American Insurance Company	NAIC # 16535
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tesla, Inc.
901 Page Avenue
Fremont, CA 94538

COVERAGES

CERTIFICATE NUMBER:

SEA-003860271-17

REVISION NUMBER: 13

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X SIR: \$1,000,000 X Tort Contrac Liab, No XCU Excl GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC X OTHER: Premises & Operations only			GLO 1074588-07 ***Includes Host Liquor Liability***	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ N/A \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tesla Licensing/Permitting
Industrial Solid Waste Removal
City of Lathrop is/are included as additional insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop
Parks & Recreation | Solid Waste & Recycling 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
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION WHERE WORK OR OPERATIONS PERFORMED BY THE INSURED OR ON THEIR BEHALF.
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.



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION**

COMPANY NAME: Tony & Sons Trucking, INC.

ADDRESS: PO Box 1011
French Camp, CA 95231

PHONE/FAX _____

EMAIL: tonyandsonstrucking@gmail.com

TYPE OF WASTE REMOVAL SERVICE:
Industrial Waste

APPLICANT SIGNATURES:

Tony Lopez
SIGNATURE

5-12-2025
DATE

Tony Lopez
PRINT NAME

President
TITLE



Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330

Phone (209) 941-7370

www.ci.lathrop.ca.us

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

CHECK IF
ENCLOSED

CUSTOMERS LIST (Names and Addresses):

☒

SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY

☐

NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT
(Must be in compliance with all applicable air pollution control laws):

☒

ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000)

☒

-OR-

MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT

☐

INSURANCE CERTIFICATE AND ENDOREMENT NAMING THE CITY, ITS OFFICERS AND
EMPLOYEES AS AN ADDITIONAL INSURED

☒

LICENSE FEE ENCLOSED (\$2,500)

☒

ADMINISTRATION FEE (\$92)

☒

PROCESSED BY:

Melissa Stathakopoulos
MELISSA STATHAKOPOULOS
PARKS AND RECREATION MANAGER
PARKS & RECREATION | SOLID WASTE & RECYCLING

5.19.25
DATE

APPROVED BY:

Todd Sebastian
TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & FLEET SERVICES

5.20.25
DATE

COMMERCIAL VEHICLES

TRUCK 101: 2012 FREIGHTLINER CASCADIA

VIN: 1FUJGEDR5CSBM1575

LICENSE PLATE: 01202S2

TRUCK 102: 2015 FREIGHTLINER SD114

VIN: 1FVMG3DV9FHGP9868

LICENSE PLATE: 80335Y1

TRUCK 103: 2019 WESTERSTAR 4700SB

VIN: 5KKHAXDVXKPKN4869

LICENSE PLATE: 52079U2

All vehicles are compliant with the California Air Resources Board.

I have attached the vehicle compliance certification for all vehicles.



Vehicle Compliance Certification

Issue Date: 4/2/2025

Start Date: 4/2/2025

Expiration Date: 9/30/2025

Certification ID: VCC1006869571

Vehicle Information

Vehicle Identification Number (VIN): 1FUJGEDR5CSBM1575

Vehicle License Plate: 01202S2

Vehicle Make:

Vehicle Model Year: 2012

Vehicle Model:

Business Information

Company/Entity Name: TONY & SONS TRUCKING, INC.

Entity ID: E204907

Primary Address: 2771 French Camp Rd, Manteca, CA 95336-9689, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

Future certificates may be denied if the vehicle has any outstanding CARB Enforcement actions.

Non-compliant vehicles could also have their registration denied by the Department of Motor Vehicles.

This compliance certificate does not exempt the vehicle from emissions-related inspection or audit.

For more information on Clean Truck Check, visit <https://ww2.arb.ca.gov/cleantruckcheck>.

To verify this certification: <https://cleantruckcheck.arb.ca.gov>.

CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 4/2/2025

Start Date: 4/2/2025

Expiration Date: 9/30/2025

Certification ID: VCC1006869575

Vehicle Information

Vehicle Identification Number (VIN): 1FVMG3DV9FHGP9868

Vehicle License Plate: 80335Y1

Vehicle Make:

Vehicle Model Year: 2015

Vehicle Model:

Business Information

Company/Entity Name: TONY & SONS TRUCKING, INC.

Entity ID: E204907

Primary Address: 2771 French Camp Rd, Manteca, CA 95336-9689, USA

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CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.



Vehicle Compliance Certification

Issue Date: 4/2/2025

Start Date: 4/2/2025

Expiration Date: 9/30/2025

Certification ID: VCC1006869580

Vehicle Information

Vehicle Identification Number (VIN): 5KKHAXDVXKPKN4869

Vehicle License Plate: 52079U2

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model:

Business Information

Company/Entity Name: TONY & SONS TRUCKING, INC.

Entity ID: E204907

Primary Address: 2771 French Camp Rd, Manteca, CA 95336-9689, USA

CARB reserves the right to invalidate this certificate if the vehicle is found violating the Clean Truck Check requirements prior to the certificate expiration date.

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Vehicle Compliance Certification

Issue Date: 4/2/2025

Start Date: 4/2/2025

Expiration Date: 9/30/2025

Certification ID: VCC1006869580

Vehicle Information

Vehicle Identification Number (VIN): 5KKHAXDVXKPKN4869

Vehicle License Plate: 52079U2

Vehicle Make:

Vehicle Model Year: 2019

Vehicle Model:

Business Information

Company/Entity Name: TONY & SONS TRUCKING, INC.

Entity ID: E204907

Primary Address: 2771 French Camp Rd, Manteca, CA 95336-9689, USA

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CARB's Clean Truck Check team can be reached at hdim@arb.ca.gov.

CUSTOMER LIST 2025

CALIFORNIA NATURAL PRODUCTS

MARINA

RYDER

SIMWON AMERICA CORP

TESLA

MERCHANTS
BONDING COMPANY™

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

LICENSE AND PERMIT BOND

Bond No. 100131790

KNOW ALL PERSONS BY THESE PRESENTS.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Waste Hauler - Compliance Only

390 Towne Centre Drive, Lathrop CA 95330

by the Oblige.

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

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

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

Dated this 5th day of July, 2023

Antonio Lopez Jr dba Tony & Sons Trucking, Inc.

Principal

Countersigned (if required):

By: _____

Antonio Lopez Jr

Principal

Merchants Bonding Company (Mutual)

By: Sharon Smith

Sharon Smith, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of Sacramento

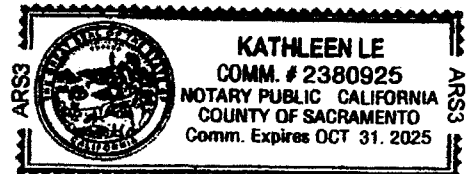
On July 5, 2023 before me, Kathleen Le, Notary Public,
(insert name and title of the officer)

personally appeared Sharon Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Kathleen Le* (Seal)



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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

Sharon Smith

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

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

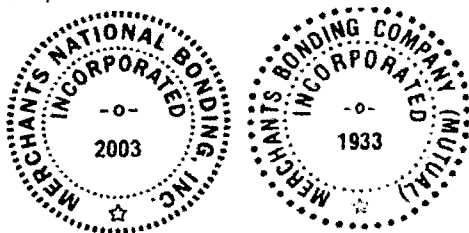
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

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



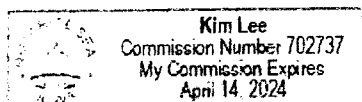
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

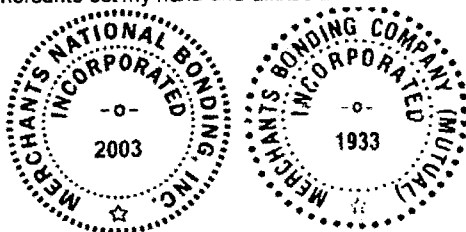


Kim Lee
Notary Public

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

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

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



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2025

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

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

PRODUCER
InterWest Insurance Services, LLC
5 Sierra Gate Plaza
Roseville CA 95678

License#: 0B01094
TONY&SO-01

CONTACT NAME: Ana Garcia

PHONE
(A/C, No, Ext): 916-784-1008

FAX
(A/C, No): 916-784-8116

E-MAIL
ADDRESS: agarcia@iwins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Scottsdale Insurance Co.

41297

INSURER B: Great American Insurance Company

16691

INSURER C: United Financial Casualty

11770

INSURER D:

INSURER E:

INSURER F:

INSURED
Tony & Sons Trucking, Inc.
PO BOX 1011
French Camp CA 95231

COVERAGES

CERTIFICATE NUMBER: 1401479912

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS8022221	7/7/2024	7/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			00776384	3/28/2025	3/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine			IMP F300908 00	2/25/2025	2/25/2026	Limit: \$135,000

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

CERTIFICATE HOLDER

City of Lathrop, its officers, and all employees
390 Towne Centre
Lathrop CA 95330

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

Heidi Schuler

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2025

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

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

PRODUCER InterWest Insurance Services, LLC 5 Sierra Gate Plaza Roseville CA 95678 License#: 0B01094 TONY&SO-01	CONTACT NAME: Ana Garcia	FAX (A/C, No): 916-784-8116	
	PHONE (A/C, No, Ext): 916-784-1008	E-MAIL ADDRESS: agarcia@iwins.com	
INSURED Tony & Sons Trucking, Inc. PO BOX 1011 French Camp CA 95231	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Co.		41297
	INSURER B: Great American Insurance Company		16691
	INSURER C: United Financial Casualty		11770
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 906919634 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS8207717	7/7/2025	7/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			00776384	3/28/2025	3/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine			IMP F300908 00	2/25/2025	2/25/2026	Limit: \$135,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop, its officers, and all employees
390 Towne Centre
Lathrop CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neel Schuler

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ITEM 4.6

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE AGREEMENT WITH THE MANTECA BULLETIN FOR PUBLICATION OF LEGAL ADVERTISEMENTS

RECOMMENDATION: Adopt Resolution Approving an Agreement with the Manteca Bulletin for Publication of Legal Advertisements for the Period of July 1, 2025 through June 30, 2026

SUMMARY:

In accordance with Public Contract Code Section 20169, annually, before the beginning of the fiscal year in cities where there is more than one newspaper of general circulation, a notice inviting bid proposals and agreement for the publication of legal notices is required to be published in such a newspaper. The contract shall include the printing and publishing of all such legal notices during the fiscal year.

If there is only one such newspaper, the legislative body may contract with it without advertising for bids. However, there is no such newspaper operating directly within the City of Lathrop and staff relies on nearby adjudicated newspapers of general circulation to bid on the agreement yearly.

BACKGROUND:

Currently, the City of Lathrop is utilizing the legal advertising services of the Manteca Bulletin as the newspaper of general circulation, pursuant to Resolution No. 24-5546.

On April 16 and April 23, 2025, a notice inviting bid proposals was published in the Manteca Bulletin, requiring a response by 2:00 p.m. on May 15, 2025, to the Office of the City Clerk. Included in the bid packet was a sample legal advertisement that each potential advertising company was to price and return based on their costs. The City Clerk received one bid proposal, from the Manteca Bulletin, as outlined below.

ANALYSIS:

Generally, public notices required by various City and State laws must be published in a "newspaper of general circulation." The Manteca Bulletin, the only newspaper that provided a proposal has been adjudicated as a newspaper of general circulation within San Joaquin County.

Case law indicates that the City Council has the discretion to award the legal advertising agreement based on a totality of factors, including price, circulation, and publication dates. As noted in the table below, the Manteca Bulletin was the only bid proposal received and meets all the minimum requirements. Additionally, the Manteca Bulletin has been a consistent bidder throughout past fiscal years.

CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS FOR FY 25-26

PAGE 2

Newspaper	Price per line	Total Lines of Sample Ad	Price per column inch	Total Cost for Sample Ad	Lead time for publication	Publication days	Circulation / Subscribers
Manteca Bulletin	\$2.52	64 Lines (of sample ad)	\$140.00 print \$21.00 online	\$161.00	Two (2) Business Days Minimum	Tuesday - Saturday; No Holidays;	155 paper subscribers registered; 3,468 total circulation (Prior FY customer data)

REASON FOR RECOMMENDATION:

The City has been consistently doing business with the Manteca Bulletin for the last eleven (11) fiscal years. The Manteca Bulletin has provided consistent quality customer service, and assistance during urgent publication request. Additionally, the Manteca Bulletin has maintained reasonable publication fees, which are consistent with prior agreements. The proposal submitted by the Manteca Bulletin will continue to meet the needs of the City. Therefore, staff recommends City Council approval of the attached agreement with the Manteca Bulletin for publication of legal advertisements for the period of July 1, 2025 through June 30, 2026.

FISCAL IMPACT:

Funds for legal advertising in FY 2025-26 are included as an estimate in the new Fiscal Budget for 2025-26, based on prior year expense trends. Lastly, legal notices related to private and/or developer projects are requested for reimbursement from related developer accounts or as a one-time payment from private entities.

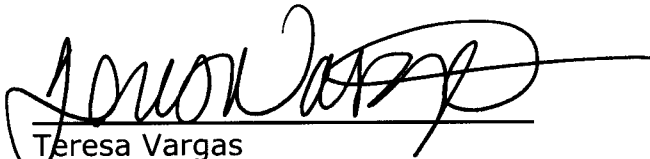
ATTACHMENTS:

- A. Resolution to Approve an Agreement for Publication of Legal Advertisements
- B. Copy of Proposal Received by Manteca Bulletin
- C. Agreement with Manteca Bulletin for FY 2025-26

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING


AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS FOR FY 25-26

APPROVALS:



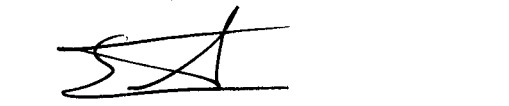
Teresa Vargas
Government Services Director /
City Clerk

5/27/25
Date



Cari James
Finance Director

5/30/2025
Date



Salvador Navarrete
City Attorney

5.28.2025
Date



Stephen J. Salvatore
City Manager

6.2.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN AGREEMENT FOR PUBLICATION OF LEGAL ADVERTISEMENTS WITH THE MANTECA BULLETIN FOR THE PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026

WHEREAS, a notice inviting bids was published in the Manteca Bulletin, the current newspaper of general circulation, requiring a response by 2:00 p.m. on May 15, 2025; and

WHEREAS, the City received one bid proposal from the Manteca Bulletin; and

WHEREAS, City staff recommends approval of the bid proposal submitted by the Manteca Bulletin as the bid proposal continues to meet the needs of the City based on its cumulative considerations of price and lead time for publications; and

WHEREAS, the Manteca Bulletin has been adjudicated within San Joaquin County as a newspaper of general circulation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby finds that the bid proposal submitted by the Manteca Bulletin continues to meet the needs of the City for legal advertising services for period of July 1, 2025 through June 30, 2026; and

BE IT FURTHER RESOLVED that the City Council approve an agreement with the Manteca Bulletin for legal advertising services for said period.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

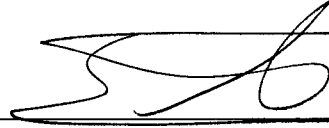
ABSTAIN:

ATTEST:

Teresa Vargas, City Clerk

Paul Akinjo, Mayor

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



CITY OF LATHROP

REQUEST FOR BID PROPOSALS FOR *LEGAL ADVERTISEMENTS* FOR

**City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

SUBMITTAL DEADLINE: Thursday, May 15, 2025, at 2:00 p.m.

Written bid proposals shall be clearly identified as: **"Response to Request for Bids Proposals for Legal Advertising for FY 25-26, May 15, 2025, 2:00 p.m."** in the bottom left hand corner of the envelope.

One copy of the bid proposal in a "sealed" envelope shall be delivered no later than 2:00 p.m. on Thursday, May 15, 2025. **POSTMARKS NOT ACCEPTED.** At that time, all proposals will be publicly opened, examined and declared.

Proposals may be delivered by express mail, regular mail, or in person, at the Department of the City Clerk:

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



CITY OF LATHROP

City of Lathrop Request for Bid Proposal Legal Advertisements

GENERAL PROVISIONS

- The City of Lathrop is requesting proposals from newspapers of general circulation for the purpose of printing its required legal advertising.
- Each bidder shall be held responsible for familiarizing themselves with conditions to be encountered and requirements of the specifications.
- Bid proposals must be made on the forms furnished by the City. (Note: Do not remove the specifications or any of the pages herein but submit as a complete package with any additional information to be provided by the company.)
- A sample of a City of Lathrop contract is attached. (Note: All contracts shall be reviewed and approved as to form by the City Attorney prior to execution.)
- This proposal is subject to Public Contract Code Section 20169 which states:

"Annually, before the beginning of the fiscal year, in cities where there is more than one newspaper of general circulation printed and published, the legislative body shall publish a notice inviting bids and contract for the publication of legal notices required to be published in such a newspaper. The contract shall include the printing and publishing of all such legal notices during the fiscal year. If there is only one such newspaper, the legislative body may contract with it without advertising for bids."

- The proposal shall be valid through June 30, 2026; the related contract that may be awarded shall be valid upon acceptance by both parties and July 1, 2025 (whichever is later) until June 30, 2026.
- The City of Lathrop reserves the right to evaluate the proposal based on several qualifications including circulation of the paper, days published, experience, samples, lead-time and cost.
- Attached to, and becoming a part of the proposal and contract, shall be proof that the publication is an **adjudicated newspaper of general circulation** within the City of Lathrop as set forth in California Government Code Sections 6000-6008.
- Prices quoted on the proposal shall be in effect from date of bid proposal until June 30, 2026.
- Each proposal shall contain copies of previously published legal notices for evaluation purposes.



CITY OF LATHROP

BID PROPOSAL

Lines per column inch

64 lines / 6.53 col inch / 1.66 col width

Price per column inch

\$140 print - \$21.00 online

Total cost to publish "Attachment A" \$ 161.00

Day(s) of week published
(check all that apply)

☐ Mon ☒ Tues ☒ Weds ☒ Thurs ☒ Fri ☒ Sat ☐ Sun

Required lead time for publication

2 days in advance of Posting

Example of lead time: For publication on February 20, 2025 (or your publishing day nearest), copy of notice would be required to be submitted no later than

Tuesday, February 18th before 11am
(day, time, date)

Lead time for retractions or corrections

Same day of Notice proof before 2pm

City of Lathrop circulation
(Separate by print and online subscribers)

Total circulation

Proposal submitted by:

Date

209 Multimedia Corporation - Manteca Bulletin
Company Name

1215 W. Center St., Suite 203
Address, City, State and Zip Code

209-249-3500
Phone Number

N/A
Fax Number

legals@mantecabulletin.com
E-mail

[Signature]
Authorized Signature

Liz Mora Representative
Printed Name & Title

Legal Advertising



CITY OF LATHROP

"ATTACHMENT A" *(SAMPLE LEGAL AD)*

CITY OF LATHROP PUBLIC HEARING NOTICE

Notice is hereby given that the City of Lathrop City Council will hold a Public Hearing to consider the following proposal. Said Public Hearing will be held at **7:00 p.m., Monday, March 10, 2025**, in the City Council Chamber, 390 Towne Centre Dr., Lathrop, CA, and virtually as noticed by the City. All persons having an interest in this matter are invited to be present to testify in person, or to submit statements in person at the meeting or in writing prior to the hearing.

PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2025/2026

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Recommending the Allocation of CDBG and HOME Funds for FY 2025/2026 for consideration by San Joaquin County and the US Housing and Urban Development Department (HUD)

If you challenge any decision of the City Council in court, you may be limited in raising only those issues you or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in this meeting, please call (209) 941-7230. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

For more information, contact the Economic Development Division at 390 Towne Centre Drive, Lathrop, CA 95330. Phone: (209) 941-7221. Fax: (209) 941-7229. Email: EconDev@ci.lathrop.ca.us.

**TERESA VARGAS, MMC
CITY CLERK OF THE CITY OF LATHROP**



MANTECA BULLETIN

P.O. BOX 1958, • 531 E. YOSEMITE AVE., MANTECA, CA 95336-1958 • MAIN 209-249-3500 • FAX - 209-249-3559

CITY OF LATHROP/CITY CLERK

Classified Insertion Order

MB# Quote Sample Legal AD Attachment A

Contact:	Sales Rep:	MB - Liz Mora	Order Date:	4/15/2025
Address:	Phone:	209-941-7431	Order Number:	155719
CITY OF LATHROP/CITY CLERK	Email:	tvargas@ci.lathrop.ca.us	Tear Sheets:	1
390 TOWNE CENTRE DRIVE	Fax:	209-941-7229	Advertiser No:	150
Attn: Teresa Vargas				
LATHROP CA 95330				

Start Date	End Date	No. of Runs	No. of Publications	Description	Classification	Ad Size	Price
5/9/2025	5/9/2025	3	3	MB# Quote Sample Legal AD Attachment A	Miscellaneous Legals	6.5333 Inches	\$161.00

Publications: 209M - Marketplace 209, MB - Manteca Bulletin, MB - Manteca Bulletin Online

ATTACHMENT A (SAMPLE LEGAL AD) CITY OF LATHROP PUBLIC HEARING NOTICE Notice is hereby given that the City of Lathrop City Council will hold a Public Hearing to consider the following proposal. Said Public Hearing will be held at 7:00 p.m., Monday, March 10, 2025, in the City Council Chamber, 390 Towne Centre Dr., Lathrop, CA, and virtually as noticed by the City. All persons having an interest in this matter are invited to be present to testify in person, or to submit statements in person at the meeting or in writing prior to the hearing. PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2025/2026 Council to Consider the Following: 1. Hold a Public Hearing; and 2. Adopt a Resolution Recommending the Allocation of CDBG and HOME Funds for FY 2025/2026 for consideration by San Joaquin County and the US Housing and Urban Development Department (HUD) If you challenge any decision of the City Council in court, you may be limited in raising only those issues you or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in this meeting, please call (209) 941-7230. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility. For more information, contact the Economic Development Division at 390 Towne Centre Drive, Lathrop, CA 95330. Phone: (209) 941-7221. Fax: (209) 941-7229. Email: EconDev@ci.lathrop.ca.us. TERESA VARGAS, MMC CITY CLERK OF THE CITY OF LATHROP Publication Date:

Run Count: 3

Publication Count: 3

SubTotal: \$161.00

Total Price: \$161.00

Authorization To Run Advertisement

Printed Name

Signature

**ATTACHMENT A
(SAMPLE LEGAL AD)**

**CITY OF LATHROP
PUBLIC HEARING NOTICE**

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**PUBLIC HEARING (PUBLISHED NOTICE)
TO CONSIDER COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)
AND HOME INVESTMENT PARTNERSHIP
ACT (HOME) PROGRAM ALLOCATIONS
FOR FISCAL YEAR 2025/2026**

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Recommending the Allocation of CDBG and HOME Funds for FY 2025/2026 for consideration by San Joaquin County and the US Housing and Urban Development Department (HUD)

If you challenge any decision of the City Council in court, you may be limited in raising only those issues you or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

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For more information, contact the Economic Development Division at 390 Towne Centre Drive, Lathrop, CA 95330. Phone: (209) 941-7221. Fax: (209) 941-7229.
Email: EconDev@ci.lathrop.ca.us.

**TERESA VARGAS, MMC
CITY CLERK OF THE CITY OF LATHROP**
Publication Date:



CITY OF LATHROP

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES

THIS AGREEMENT is between the City of Lathrop, a municipal corporation of the State of California (City), and the Manteca Bulletin, a newspaper of general circulation, as defined in Section 6008 of the Government Code.

RECITALS

The City requires the services of a newspaper of general circulation for the purpose of publishing legal notices.

THEREFORE, the City and the Manteca Bulletin agree as follows:

1. Independent Contractor Status: The Manteca Bulletin is an independent contractor. Nothing in this agreement shall, in any way, be construed to mean that the Manteca Bulletin any of its agents or employees are agents, employees or representatives of the City.
2. Services to be Provided: The Manteca Bulletin shall provide services in connection with publishing legal notices for the City as specified in the attached proposal (Exhibit A). In addition, it is further agreed that the Manteca Bulletin will provide proof of each notice for approval by the City Clerk's Office or Planning Division prior to publication.

It shall be noted that this is a non-exclusive contract and the City retains the right to publish in other local newspapers as deemed necessary and advisable.

3. Termination: The City and the Manteca Bulletin agree that the City may terminate this Agreement at any time before the normal expiration of the term by giving thirty (30) days written notice.
4. Assignment: The Manteca Bulletin shall not assign this contract or any portion thereof without express written approval of the City.
5. Term: The term of this agreement shall commence July 1, 2025 or upon acceptance of this agreement by both parties, whichever is later, and shall terminate at the end of the fiscal year, June 30, 2026.
6. Payment: The Manteca Bulletin billing to the City shall contain the legal notice number, date published, number of lines, and cost per line as specified in attached Exhibit A.



CITY OF LATHROP

7. Billing statements shall be submitted to:

Teresa Vargas, MMC
Government Services Director / City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330


Correspondence/notices regarding this agreement should be directed to:

Teresa Vargas, MMC, City Clerk
Government Services Director
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Liz Mora, Representative
Legal Advertising
Manteca Bulletin
1215 W. Center St., Suite 203
Manteca, CA 95337

Approved as to Form:

City of Lathrop, City Attorney



Salvador Navarrete Date 5.29.2025

Accepted by:

City of Lathrop, City Manager

Stephen J. Salvatore Date

Attested by:

Government Services Director / City Clerk

Teresa Vargas Date

Contractor:

209 Multimedia Corporation – Manteca Bulletin

Print Name Title

Signature Date



CITY OF LATHROP

REQUEST FOR BID PROPOSALS FOR *LEGAL ADVERTISEMENTS* FOR

**City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

SUBMITTAL DEADLINE: Thursday, May 15, 2025, at 2:00 p.m.

Written bid proposals shall be clearly identified as: **"Response to Request for Bids Proposals for Legal Advertising for FY 25-26, May 15, 2025, 2:00 p.m."** in the bottom left hand corner of the envelope.

One copy of the bid proposal in a "sealed" envelope shall be delivered no later than 2:00 p.m. on Thursday, May 15, 2025. **POSTMARKS NOT ACCEPTED.** At that time, all proposals will be publicly opened, examined and declared.

Proposals may be delivered by express mail, regular mail, or in person, at the Department of the City Clerk:

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



CITY OF LATHROP

City of Lathrop Request for Bid Proposal Legal Advertisements

GENERAL PROVISIONS

- The City of Lathrop is requesting proposals from newspapers of general circulation for the purpose of printing its required legal advertising.
- Each bidder shall be held responsible for familiarizing themselves with conditions to be encountered and requirements of the specifications.
- Bid proposals must be made on the forms furnished by the City. (Note: Do not remove the specifications or any of the pages herein but submit as a complete package with any additional information to be provided by the company.)
- A sample of a City of Lathrop contract is attached. (Note: All contracts shall be reviewed and approved as to form by the City Attorney prior to execution.)
- This proposal is subject to Public Contract Code Section 20169 which states:
"Annually, before the beginning of the fiscal year, in cities where there is more than one newspaper of general circulation printed and published, the legislative body shall publish a notice inviting bids and contract for the publication of legal notices required to be published in such a newspaper. The contract shall include the printing and publishing of all such legal notices during the fiscal year. If there is only one such newspaper, the legislative body may contract with it without advertising for bids."
- The proposal shall be valid through June 30, 2026; the related contract that may be awarded shall be valid upon acceptance by both parties and July 1, 2025 (whichever is later) until June 30, 2026.
- The City of Lathrop reserves the right to evaluate the proposal based on several qualifications including circulation of the paper, days published, experience, samples, lead-time and cost.
- Attached to, and becoming a part of the proposal and contract, shall be proof that the publication is an **adjudicated newspaper of general circulation** within the City of Lathrop as set forth in California Government Code Sections 6000-6008.
- Prices quoted on the proposal shall be in effect from date of bid proposal until June 30, 2026.
- Each proposal shall contain copies of previously published legal notices for evaluation purposes.



CITY OF LATHROP

BID PROPOSAL

Lines per column inch

64 lines / 6.53 col inch / 1.66^{col} width

Price per column inch

\$140 print - \$21.00 online

Total cost to publish "Attachment A" \$ 161.00

Day(s) of week published
(check all that apply)

☐ Mon ☒ Tues ☒ Weds ☒ Thurs ☒ Fri ☒ Sat ☐ Sun

Required lead time for publication

2 days in advance of Posting

Example of lead time: For publication on February 20, 2025 (or your publishing day nearest), copy of notice would be required to be submitted no later than

Tuesday, February 18th before 11am
(day, time, date)

Lead time for retractions or corrections

Same day of Notice proof before 2pm

City of Lathrop circulation

(Separate by print and online subscribers)

Total circulation

Proposal submitted by:

Date

209 Multimedia Corporation - Manteca Bulletin
Company Name

1215 W. Center St., Suite 203
Address, City, State and Zip Code

209-249-3500
Phone Number

N/A
Fax Number

legal@mantecabulletin.com
E-mail

Liz Mora
Authorized Signature

Legal Advertising

Liz Mora Representative
Printed Name & Title



CITY OF LATHROP

"ATTACHMENT A" (SAMPLE LEGAL AD)

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Council to Consider the Following:

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**TERESA VARGAS, MMC
CITY CLERK OF THE CITY OF LATHROP**



MANTECA BULLETIN

P.O. BOX 1958, • 531 E. YOSEMITE AVE., MANTECA, CA 95336-1958 • MAIN 209-249-3500 • FAX - 209-249-3559

CITY OF LATHROP/CITY CLERK

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390 TOWNE CENTRE DRIVE	Fax:	209-941-7229	Advertiser No:	150
Attn: Teresa Vargas				
LATHROP CA 95330				

Start Date	End Date	No. of Runs	No. of Publications	Description	Classification	Ad Size	Price
5/9/2025	5/9/2025	3	3	MB# Quote Sample Legal AD Attachment A	Miscellaneous Legals	6.5333 Inches	\$161.00

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Run Count: 3

Publication Count: 3

SubTotal: \$161.00

Total Price: \$161.00

Authorization To Run Advertisement

Printed Name

Signature

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(SAMPLE LEGAL AD)**

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**TERESA VARGAS, MMC
CITY CLERK OF THE CITY OF LATHROP**
Publication Date:



CITY OF LATHROP

SAMPLE

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2. **Services to be Provided:** The Manteca Bulletin shall provide services in connection with publishing legal notices for the City as specified in the attached proposal (Exhibit A). In addition, it is further agreed that the Manteca Bulletin will provide proof of each notice for approval by the City Clerk's Office or Planning Division prior to publication.

It shall be noted that this is a non-exclusive contract and the City retains the right to publish in other local newspapers as deemed necessary and advisable.
3. **Termination:** The City and the Manteca Bulletin agree that the City may terminate this Agreement at any time before the normal expiration of the term by giving thirty (30) days written notice.
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CITY OF LATHROP

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Teresa Vargas, MMC
Government Services Director / City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Correspondence/notices regarding this agreement should be directed to:

Teresa Vargas, MMC, City Clerk
Government Services Director
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

NAME Liz Mora
TITLE Legal Advertising Rep.
NEWSPAPER Mantona Bulletin
ADDRESS 1215 W. Center St. Ste 203
CITY, ZIP CODE 95337
Mantona, CA.

Approved as to Form:

City of Lathrop, City Attorney

Salvador Navarrete

Date

Accepted by:

City of Lathrop, City Manager

Stephen J. Salvatore

Date

Attested by:

Government Services Director / City Clerk

Teresa Vargas

Date

Contractor:

Name of Newspaper Mantona Bulletin

Liz Mora

Legal Advertising Rep.

Print Name

Title

Liz Mora
Signature

4/17/2025
Date

ITEM 4.7

CITY MANAGER'S REPORT JUNE 9, 2025, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A GENERAL SERVICES AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO INC.**

RECOMMENDATION: **Adopt Resolution to Approve a General Services Agreement for On-Call Construction Services for Wet Utility and Street Repairs with Soracco Inc.**

SUMMARY:

On-call construction services are needed for wet utility (potable water, sewer, storm drain, and recycled water) and street repair services for planned and emergency work. A Notice Inviting Bids was issued for these services on April 22 and April 29, 2025, according to the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30. Soracco Inc. submitted the sole bid on May 6, 2025. Staff has reviewed the bid and confirmed that it was fully responsive and recommends Council approve a General Services Agreement (GSA) with Soracco based on their previous work history, qualifications and overall understanding of the project requirements.

The approved budget for Fiscal Year 2024-2025 (FY 24-25) does not contain funds for the cost of the GSA. Staff proposes Council approve the GSA contingent upon Council's approval of a Biennial Budget for Fiscal Year 2025-2026 (FY 25-26) that includes \$300,000 in funds programmed for this contract.

The term of this contract is for a one-year period for FY 25-26 and it may be extended annually for up to four (4) additional consecutive years contingent on Council approval of budgets that include the costs for such extensions.

BACKGROUND:

The Public Works Department is tasked with the maintenance of the city's water, sewer, storm drain, recycled water systems, as well as the streets and sidewalks within the public right-of-way. On-call construction services are necessary in cases where immediate wet utility and street repairs exceed the department's capabilities.

Due to uncertainty in the quantity and type of work that would be required under the GSA, a Notice Inviting Bids was prepared with the contract award based on the lowest total extended price using the bidder's unit prices and quantities for typical wet utility and street repairs as provided in the bid proposal forms. The amount of the contract award is based on allowances for planned and emergency work to be performed on a time and materials, not-to-exceed cost of \$300,000 for FY 25-26. Purchase orders issued under the GSA will be invoiced using the unit rates from the bid pricing form and the Contractor's time and materials rate sheet.

JUNE 9, 2025, CITY COUNCIL REGULAR MEETING**APPROVE AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO INC.**

A Notice Inviting Bids was issued for the On-Call Construction Services on April 22 and April 29, 2025, in accordance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30. Soracco Inc. submitted the sole bid on May 6, 2025. Staff has reviewed the bid and confirmed that it was fully responsive and recommends Council approve the proposed agreement with Soracco Inc. based on the fact that they provided the only bid and previous work history, qualifications and overall understanding of the project requirements.

REASON FOR RECOMMENDATION:

On-call construction services are needed to address wet utility and street repairs that are deemed urgent and/or beyond the capabilities of the Public Works Department's resources. Staff requests the City Council adopt a resolution approving a GSA with Soracco Inc., for On-Call Construction Services for Wet Utility and Street Repairs in the amount of \$300,000 for FY 25-26 and authorize to Staff to approve up to four (4) annual extensions of this agreement for the next four consecutive fiscal years contingent on Council approved budget allocations.

FISCAL IMPACT:

Funds for this agreement are requested by Staff in the proposed Biennial Budget for FY 25-26 from the appropriate wet utility and street operation and maintenance funds. Approval of this agreement is contingent upon Council's approval of the Biennial Budget for FY 25-26 with \$300,000 funds programmed for the anticipated annual on-call construction services in the wet utility and street maintenance funds.

The term of this contract is for a one-year period for FY 25-26 and it may be extended annually for up to four (4) additional consecutive years contingent on Council approval of annual costs for such extensions in the annual wet utility and street maintenance budgets for those fiscal years.

ATTACHMENTS:

- A. Resolution to Approve an Agreement for On-Call Construction Services for Wet Utility and Street Repairs with Soracco Inc.
- B. Agreement for On-Call Construction Services for Wet Utility and Street Repairs with Soracco Inc.


CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025, CITY COUNCIL REGULAR MEETING

APPROVE AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO INC.

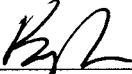
APPROVALS:



Greg Gibson
Senior Civil Engineer

05/21/2025

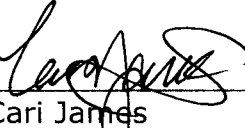
Date



Brad Taylor
City Engineer

5/22/2025

Date



Cari James
Finance Director

5/30/2025

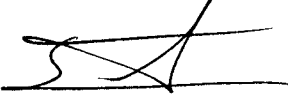
Date



Michael King
Assistant City Manager

6.2.2025

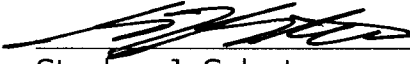
Date



Salvador Navarrete
City Attorney

5.28.2025

Date



Stephen J. Salvatore
City Manager

6.3.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A GENERAL SERVICES AGREEMENT FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO, INC.

WHEREAS, the Public Works Department is responsible to operate and maintain the City's water, sewer, storm drain and recycled water systems and streets and sidewalks located within the public right-of-way; and

WHEREAS, on-call construction services are needed to address wet utility and street repairs that are deemed urgent and/or beyond the capabilities of the Public Works Department's resources; and

WHEREAS, due to uncertainty in quantity and type of work that would be required under this contract, a Notice Inviting Bids was prepared with the contract award based on the lowest total extended price using the bidder's unit prices and quantities for typical wet utility and street repairs, as provided in the bid proposal forms; and

WHEREAS, purchase orders issued under this agreement will be invoiced using the unit rates on the bid pricing form and the Contractor's equipment, time and materials rate sheet; and

WHEREAS, a Notice Inviting Bids was issued for the On-Call Construction Services on April 22 and April 29, 2025, in accordance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30; and

WHEREAS, Soracco Inc. submitted the sole bid on May 6, 2025. Staff has reviewed the bid and confirmed that it was fully responsive and recommends Council approve a General Services Agreement with Soracco Inc. based the fact that they provided the only bid and their previous work history, qualifications and overall understanding of the project requirements; and

WHEREAS, the amount of the contract award is based on allowances for planned and emergency work to be performed on a time and materials, not-to-exceed cost of \$300,000 for FY 2025-2026; and

WHEREAS, approval of this agreement is contingent upon Council's approval of a Biennial Budget for FY 2025-2026 that includes \$300,000 funds programmed for the anticipated annual on-call construction services in the wet utility and street maintenance funds for FY 2025-2026; and

WHEREAS, the term of this contract is for a one-year period for FY 2025-2026 and it may be extended annually for up to four (4) additional consecutive years contingent on Council approval of budgets that include the costs for such extensions in the annual wet utility and street maintenance budgets for those future fiscal years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves an agreement for On-Call Construction Services for Wet Utility and Street Repairs with Soracco Inc. in the amount of \$300,000 contingent upon future separate Council approval of a Biennial Budget for FY 2025-2026 that includes \$300,000 in funds programmed for this contract; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby authorizes Staff to approve up to four (4) annual extensions of this agreement for the next four consecutive fiscal years contingent on Council approval of future budget allocations for the costs for such extensions in the annual wet utility and street maintenance budgets for those fiscal years.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

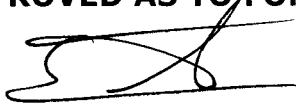
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**GENERAL SERVICES AGREEMENT WITH SORACCO INC.
FOR
ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS**

THIS AGREEMENT, dated for convenience this **9th day of June 2025**, is by and between **Soracco Inc.** ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY"). In consideration of their mutual covenants, the parties hereto agree as follows:

(1) Scope of Work

Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide those services described in the City of Lathrop's complete On-Call Construction Services for Wet Utility and Street Repair informal bid solicitation, incorporated herein by reference. In summary, the scope of work includes but is not limited to On-Call Construction Services for Wet Utility and Street Repairs.

(2) Compensation

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$300,000 per fiscal year**, on a time and materials unitary basis, for the services referenced in Section 1 above and at the rates stated in the CONTRACTOR'S bid item schedule submitted on May 6, 2025, attached as Exhibit "A". CONTRACTOR shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONTRACTOR be entitled to compensation for work not included in 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.

Pricing shall remain firm throughout the first term of the contract. At the end of the initial contract term and each contract anniversary date thereafter for the duration of the contract, prices may, upon Contractor or City request, be increased or decreased. Any price increases will be tied to the Consumer Price Index (CPI) and approved at the discretion of the City and shall be the lesser of the CPI or 5 percent. If accepted, the price increase will remain firm throughout the subsequent one-year period. In the event prices are reduced, the reduced price shall apply to all subsequent purchases following the date of the price decrease through to the following contract anniversary date. The Contractor shall submit to the City a revised unit price schedule and supporting CPI information for any requested changes.

(3) Effective Date and Term

Contingent on prior approval by Council of budget allocations to pay compensation pursuant this agreement and any extension, the initial effective date of this Agreement is **July 1, 2025** through **June 30, 2026**. The term shall be for a one (1) year period from the effective date of the contract. The contract may be extended annually for up to four (4) additional consecutive years after the initial contract period, at the discretion and approval of the City. Contractor shall be given thirty (30) days written notice of City's intent to extend the contract.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

(5) Billings

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONTRACTOR shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit. CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Richard Soracco, President** CITY shall be notified by CONTRACTOR of any change of its Authorized Representative, and CITY is granted the right of

approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONTRACTOR to remove a person assigned to the work called for under this Agreement, CONTRACTOR agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. Coverage shall be at least as broad as Insurance Services Office

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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 CONTRACTOR, including the insider's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONTRACTOR 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 CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

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

(11) Indemnification - CONTRACTOR'S Responsibility

As to the CONTRACTOR'S work hereunder, it is understood and agreed that (a) CONTRACTOR has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONTRACTOR to perform the work in a skillful and professional manner, and (c) CONTRACTOR thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from such professional responsibility for the work performed. It is further understood and agreed that CONTRACTOR is apprised of the scope of the work to be performed under this Agreement and CONTRACTOR agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONTRACTOR'S profession. CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) 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.

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- 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).

(13) Prevailing Wages

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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(14) Certified Payroll Records

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

(15) 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.

(16) Licenses

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

(17) Business Licenses

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

(18) Termination

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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(19) Funding

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

(20) 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 Department of Public Works 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7430 FAX: (209) 941-7449
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To CONTRACTOR:	Soracco, Inc. 903 E Lodi Avenue Lodi, CA 95240 Phone: (209) 267-4030
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(21) 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.

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- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONTRACTOR. In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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- (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.

(22) Notice to Proceed

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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 Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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.

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Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

5.28.2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
Resolution No. 25-

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONTRACTOR:

Soracco, Inc.
903 E Lodi Avenue
Lodi, CA 95240
Federal ID# 82-1393520
Lathrop Business License # NLB-000291-2024

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

(END OF SECTION)

ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS

ATTACHMENT A

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: **ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND
STREET REPAIRS**

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

**ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET
REPAIRS**

BID PRICING SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization and Demobilization	25	EA	\$ 1,000	25,000
SEWER/STORM DRAIN SYSTEM REPAIRS					
	Sewer Main Replacement (for depths up to 5 feet)				
2	Less than 12 inches in diameter	100	LF	\$ 100	10,000
3	12-inches in diameter and above	25	LF	\$ 150	3,750
	Sewer Main Replacement (for depths between 5 and 10 feet)				
4	Less than 12 inches in diameter	100	LF	\$ 110	11,000
5	12-inches in diameter and above	25	LF	\$ 165	4,125
	Sewer Main Replacement (for depths greater than 10 feet)				
6	Less than 12 inches in diameter	100	LF	\$ 120	12,000
7	12-inches in diameter and above	25	LF	\$ 175	4,375
	Sewer Main Spot Repair (for depths up to 5 feet)				
8	Less than 12 inches in diameter	10	EA	\$ 4,500	45,000
9	12-inches in diameter and above	5	EA	\$ 6,000	30,000
	Sewer Main Spot Repair (for depths between 5 and 10 feet)				
10	Less than 12 inches in diameter	10	EA	\$ 5,000	50,000
11	12-inches in diameter and above	5	EA	\$ 6,500	32,500
	Sewer Main Spot Repair (for depths greater than 10 feet)				
12	Less than 12 inches in diameter	10	EA	\$6,500	65,000
13	12-inches in diameter and above	5	EA	\$ 7,000	35,000
	Storm Drain Main Repairs (for depths up to 5 feet)				
14	Less than 15-inches in diameter	10	LF	\$ 100	1,000

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

15	Over 15-inches to 24 inches in diameter	10	LF	\$ 200	2,000
16	Over 24 inches to 36 inches in diameter	5	LF	\$ 300	1,500
17	Over 36 inches to 48 inches in diameter	5	LF	\$ 500	2,500
	Storm Drain Main Repairs (for depths between 5 and 10 feet)				
18	Less than 15-inches in diameter	10	LF	\$ 120	1,200
19	Over 15-inches to 24 inches in diameter	5	LF	\$ 225	1,125
20	Over 24 inches to 36 inches in diameter	1	LF	\$ 325	325
21	Over 36 inches to 48 inches in diameter	1	LF	\$ 525	525
	Storm Drain Main Repairs (for depths greater than 10 feet)				
22	Less than 15-inches in diameter	10	LF	\$ 200	2,000
23	Over 15-inches to 24 inches in diameter	5	LF	\$ 275	1,375
24	Over 24 inches to 36 inches in diameter	1	LF	\$ 400	400
25	Over 36 inches to 48 inches in diameter	1	LF	\$ 600	600
26	Sewer Lateral Replacement	100	LF	\$ 60	6,000
27	Sewer Lateral Spot Repair	5	EA	\$ 3,500	17,500
	Sewer/Storm Manhole Repairs				
28	Repair of pipe trough and shelf base inside of manhole	1	EA	\$ 2,500	2,500
29	Replace manhole frame and cover	1	EA	\$ 800	800
WATER/RECYCLED WATER SYSTEM REPAIRS					
	Water Main Replacement (for depths up to 5 feet)				
30	6-inches in diameter	25	LF	\$ 100	2,500
31	8-inches in diameter	50	LF	\$ 110	5,500
32	10-inches in diameter	10	LF	\$ 300	3,000
33	12-inches in diameter	100	LF	\$ 150	15,000
34	16-inches in diameter	20	LF	\$ 500	10,000
35	Over 16-inches in diameter	10	LF	\$ 700	7,000

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

	Water Main Replacement (for depths between 5 and 10 feet)				
36	6-inches in diameter	25	LF	\$ 110	2,750
37	8-inches in diameter	50	LF	\$ 120	6,000
38	10-inches in diameter	10	LF	\$ 310	3,100
39	12-inches in diameter	100	LF	\$ 160	16,000
40	16-inches in diameter	20	LF	\$ 510	10,200
41	Over 16-inches in diameter	10	LF	\$ 710	7,100
	Water Main Spot Repair (for depths up to 5 feet)				
42	12-inches or less diameter	10	EA	\$ 5,000	50,000
43	Over 12-inches in diameter	5	EA	\$ 6,000	30,000
	Water Main Spot Repair (for depths between 5 and 10 feet)				
44	12-inches or less diameter	10	EA	\$ 5,500	55,000
45	Over 12-inches in diameter	5	EA	\$ 6,500	32,500
46	Water Service Line Replacement (trenchless, 3/4-inch to 2-inch diameter)	250	LF	\$ 50	12,500
47	Water Service Line Spot Repair	25	EA	\$ 3,500	87,500
48	Fire Hydrant Knockdown Repair	10	EA	\$ 3,000	30,000
49	Fire Hydrant Knockdown Replacement	5	EA	\$ 6,000	30,000
	Water System Valve Replacement				
50	6-inches in diameter	5	EA	\$ 3,500	17,500
51	8-inches in diameter	5	EA	\$ 4,000	20,000
52	10-inches in diameter	5	EA	\$ 4,500	22,500
53	12-inches in diameter	10	EA	\$ 5,000	50,000
54	16-inches in diameter	1	EA	\$ 12,000	12,000
55	18-inches in diameter	1	EA	\$ 15,000	15,000
56	ARV Valve Replacement	5	EA	\$ 3,000	15,000
57	Meter/Meter Box Replacement	10	EA	\$ 3,500	35,000

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

STREET AND SIDEWALK REPAIRS					
58	Saw-Cutting Asphalt Concrete Pavement (per inch depth cut)	100	LF	\$ 10.00	1,000
59	Asphalt Concrete Pavement Repair (per 2-1/2-inches thick lift)	500	SF	\$ 25.00	12,500
60	Concrete Sidewalk Removal & Replacement	200	SF	\$ 20.00	4,000
61	Concrete Curb and Gutter Removal & Replacement	100	LF	\$ 100	10,000
TOTAL EXTENDED PRICE (ITEMS 1-61)		\$ 999,250.00			

CONTRACT IS TO BE AWARDED BASED ON THE LOWEST TOTAL EXTENDED PRICE (ITEMS 1-61)

ATTACH TIME AND MATERIALS RATE SHEET

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Soracco, Inc.

903 E. Lodi Ave

Lodi, CA 95240

- (2) Bidder's telephone number: 209-267-4030

- (3) Bidder's fax number: 209-267-4202

- (4) Bidder's Contractor's License (Class): A & B

License No.: 1028603

Expires: 7/31/25

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

Name: Richard Soracco Jr Date of Inspection: 5/5/25

REFERENCE LIST

List six (6) public agency clients, along with a very brief description of the work, which the City may contact regarding the Contractor's work performance

Reference#1:

Agency/City Name:	SEE ATTACHED
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #2

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #3

Agency/City Name:	SEE ATTACHED
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #4

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

Reference #5

Agency/City Name:	SEE ATTACHED
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	

Reference #6

Agency/City Name:	
Department:	
Contact Person:	
Telephone:	
Email Address:	
Dollar Value of Agreement:	
Date Range of Agreement:	
Nature of Work Performed:	



LIC. #1028603

Inc.

GENERAL ENGINEERING & BUILDING CONTRACTOR

903 E Lodi Ave Lodi, CA 95240
Tel: 209-267-4030 Fax: 209-267-4202
www.soraccoinc.com

March 13, 2025

Public Works Project List

County of Yolo – North Davis Meadows Water System – 2024 – Under Construction

Project Cost: 3,660,000

Public works project involving the installation of approximately 10,447 lf of 14", 12", & 8" domestic watermain. Gate valves, air valves, blow-offs, and appurtenances. Bored and jacked installation of 62 lf of 27" steel casing. 102 new water meters with services. Staging & tie-ins. Disinfection & pressure testing. Asphalt replacement.

Contact: Eric Keber, Project Manager – TRC Companies (530) 632-767 – ekeber@trccompanies.com

Murphys Sanitary District – Church Street Sewer Improvements - 2025 – Under Construction

Project Cost: 265,000

Public works project involving the installation of new 8" sewer mains by pipe bursting. Upsizing existing mains. Bypass pumping, manhole installation. Project also involves traffic control, concrete demo & placement, asphalt paving. Multiple service lateral connections. Easement & street work.

Contact: Patrick Scott PE, Black Water Consulting Engineers (209) 322-1820 – Patrick@blackwater-eng.com

Port of Stockton – Dock 7-8 Improvements – 2024

Project Cost: 1,600,000

Public works project involving 1408 lf of new 12" fire line installation. Dewatering & shoring. 7 New 40' steel casing for utility crossings under CCTC Rail lines. 300 lf of new 8" domestic water line. 700 lf of new 6" ductile iron sewer main. 200 lf 30" rcp storm drain. 910 lf of 18" hdpe storm drain. Manholes, catch basins, and cast in place storm drain monitoring vault. Tying int existing manholes. Traffic control. Coordinating with Dillon & Murphy and the Port of Stockton for shutdowns.

Contact: Kevin Moran, Project Manager – Dillon & Murphy Engineering (209) 334-6613 – kmoran@dillonandmurphy.com
Steve Coolerly, Operation Maintenance & Construction Manager – Port of Stockton (209) 946-0246 – sc coolerly@stocktonport.com

City of Stockton Municipal Utility District – Emergency 42” Sewer Trunk Line Repair - 2024

Project Cost: 650,000

Emergency project involving the removal of an existing 36” rcp sewer trunk line and upsizing to a 42” vylon pipe. Pipe segment was removed from manhole to manhole. Both existing manholes we adjusted to accept new 42” line. 16’ deep excavation requiring heavy de-watering & shoring. Bypass set up for 4.5 MGD through the duration of the project. Other tasks include, asphalt demolition, concrete demolition, traffic control, excavation, sewer pipe repair, shoring, backfill, compaction, pedestrian control, asphalt paving, concrete placement.

Contact: Jeff Marasovich, Deputy Director Municipal Utilities Collections/Stormwater (209) 937-7113 – jeff.marasovich@stocktonca.gov
Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787 – ali.gharegozloo@stocktonca.gov

Placer County Water Agency – Covey Rd Pipeline Replacement Project - 2024

Project Cost: 500,000

Public works project involving the installation of 665 lf of new 10” watermain and fittings. Installation of new 8” & 10” valves. Installing 300 ton of asphalt. New 1” & 2” water service connection. Installing ductile iron crossings, Chip seal, ARV, Blow offs, and traffic control.

Contact: Kelly Shively, Engineering Services Manager – PCWA (530) 823-4883 – kshively@pcwa.net

City of Sutter Creek – Sewer Main Pipe Bursting for Sutter Oaks Residential Area 2024

Project Cost: 800,000

Public works project involving the installation of new 6” & 4” sewer mains by pipe bursting. Upsizing existing mains. Bypass pumping, manhole installation. Project also involves traffic control, concrete demo & placement, asphalt paving. Multiple service lateral connections. Easement & street work.

Contact: Grant Renoylds PE, City of Sutter Creek Resident Engineer (209) 223-0381 – grant.wrfed@gmail.com

City of Stockton Municipal Utility District – Emergency 24” Sewer Trunk Line Repair - 2024

Project Cost: 450,000

Emergency project involving the repair of an existing 24” sewer trunk line and removal & replacement of existing sewer manhole. Pipe segment was removed from manhole and new manhole was installed. 22’ deep excavation requiring heavy de-watering & slide rail shoring. Bypass set up for 3.0 MGD through the duration of the project. Other tasks include asphalt demolition, concrete demolition, traffic control, excavation, sewer pipe repair, backfill, compaction, pedestrian control, asphalt paving, concrete placement.

Contact: Jeff Marasovich, Deputy Director Municipal Utilities Collections/Stormwater (209) 937-7113 – jeff.marasovich@stocktonca.gov
Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787 – ali.gharegozloo@stocktonca.gov

Caltrans 10A2386 – Storm Drain & Misc. Roadwork 2023

Project Cost: 280,000

Public works project involving the installation of new 36" RCP, 24" RCP, ac grinding, paving, shoulder backing, flared end sections, Shoring, Grading, Rip Rap, and traffic control. Project also involves existing CMP rehabilitation. Including, clean & prep, welding new wire mesh to existing pipe invert, pouring new pipe invert & concrete finishing.

Contact: Iqbal Aulakh, Caltrans Resident Engineer (209) 479-3608 – iqbal.aulakh@dot.ca.gov

Port of Stockton – Phase 2 Domestic Water Project – 2023

Project Cost: 2,500,000

Public works project involving 340' of 6" C900, 7659' OF 8" C900, and 140' of 12" C900. Misc. valve installation. 3 Bore & jack sleeves under existing spur line railroad tracks. Traffic control. De-watering. Compaction testing. Asphalt removal and placement.

Contact: Kevin Moran, Project Manager – Dillon & Murphy Engineering (209) 334-6613 – kmoran@dillonandmurphy.com
Ricardo Navarro, Operation Maintenance & Construction Manager – Port of Stockton (209) 623-3272 – rnavarro@stocktonport.com

Port of Stockton – Phase 2A, 2B, & 2C Sewer Improvements – 2023

Project Cost: 2,600,000

Public works project involving 40 10' – 15' deep sewer spot repairs. Roughly 500lf of new sewer line installation. Dewatering & shoring. Tying int existing manholes. Traffic control. Coordinating with Dillon & Murphy and the Port of Stockton for shutdowns. CIPP sewer liner approx. 10,000lf. Asphalt removal and placement.

Contact: Kevin Moran, Project Manager – Dillon & Murphy Engineering (209) 334-6613 – kmoran@dillonandmurphy.com
Steve Coolerly, Operation Maintenance & Construction Manager – Port of Stockton (209) 946-0246 – sc coolerly@stocktonport.com

Port of Stockton – East Complex Sewer Line Improvements Roads 2A - 2023

Project Cost: 300,000

Public works project involving the installation of sdr 26 sewer line. New manhole installation. Steel Sleeves under Union Pacific Railroad. Sewer spot repairs. Sewer Clean out installation. Schedule with rail company to perform work within 25' of train tracks. Engineered shoring used to perform deep excavations.

Contact: Kevin Moran, Project Manager – Dillon & Murphy Engineering (209) 334-6613 – kmoran@dillonandmurphy.com
Ricardo Navarro, Operation Maintenance & Construction Manager – Port of Stockton (209) 623-3272 – rnavarro@stocktonport.com

Port of Stockton – Phase 1A Water CIP - 2022

Project Cost: 1,500,000

Public works project involving the installation of 2,000 lf of new 8" watermain and fittings. Installation of new 8", 10", and 12" valves. Installing 1,000 ton of asphalt. New 24" RCP storm drain. Installing 2" water services. Installing ductile iron crossings, steel sleeves under the Union Pacific railroad., and traffic control.

Contact: Kevin Moran, Project Manager – Dillon & Murphy Engineering (209) 334-6613 – kmoran@dillonandmurphy.com
Ricardo Navarro, Operation Maintenance & Construction Manager – Port of Stockton (209) 623-3272 – rnavarro@stocktonport.com

City of Stockton – On-Call Utility Services - 2022

Project Cost: 11,000,000 – 3 Year Term with 2 Year Option

Public works project involving the installation of sewer trunk line, sewer main line, asphalt demolition, concrete demolition, traffic control, excavation, shoring, backfill, compaction, pedestrian control, asphalt paving, concrete placement, manhole installation, storm drain work, and lateral repairs, and maintaining the City of Stockton's sewer system.

Contact: Jeff Marasovich, Deputy Director Municipal Utilities Collections/Stormwater (209) 937-7113 – jeff.marasovich@stocktonca.gov
Jason Freeman, Division Supervisor Municipal Utilities Collection/Stormwater (209) 479-0713 – jason.freeman@stocktonca.gov

City of Stockton Municipal Utility District – Emergency 36" Sewer Repair - 2023

Project Cost: 5000,000

Emergency project involving the removal and replacement of an existing failed 36" RCP sewer trunk line. 20' deep excavation requiring heavy de-watering & shoring. Bypass set up for 3.0 MGD through the duration of the project. Other tasks include asphalt demolition, concrete demolition, traffic control, excavation, sewer pipe repair, shoring, backfill, compaction, pedestrian control, asphalt paving, concrete placement.

Contact: Jeff Marasovich, Deputy Director Municipal Utilities Collections/Stormwater (209) 937-7113 – jeff.marasovich@stocktonca.gov
Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787 – ali.gharegozloo@stocktonca.gov

City of Lodi – Stormwater Trash Collection Project (Phase 3) 2022

Project Cost: 260,000

Public works project involving the installation of a California Water Resource approved trash collector device capable of treating a flow of 12 CFS. Tasks included – excavation (15' depth), engineered shoring system, pipe plug, removal of 30" concrete storm drain, CDF backfill, concrete repair & asphalt repair.

Contact: Gary Wiman, Construction Project Manager (209) 484-1619 – gwiman@lodi.gov
Jimi Billigmeier, City of Lodi Engineer (209) 269-4904 – jbilligmeier@lodi.gov

Caltrans 10A2251 – Storm Drain & Misc. Roadwork 2022

Project Cost: 220,000

Public works project involving the installation of new 24" RCP, 18" RCP, ac grinding, paving, shoulder backing, flared end sections, Shoring, Grading, Rip Rap, and traffic control.

Contact: Iqbal Aulakh, Caltrans Resident Engineer (209) 479-3608 – iqbal.aulakh@dot.ca.gov

Caltrans 10A2339 – Asphalt Paving & Roadwork 2022

Project Cost: 240,000

Public works project involving asphalt grinding, class II AB, subgrade prep, paving, shoulder backing, striping, and traffic control.

Contact: Iqbal Aulakh, Caltrans Resident Engineer (209) 479-3608 – iqbal.aulakh@dot.ca.gov

Caltrans 10A2250 – Storm Drain & Misc. Roadwork 2022

Project Cost: 250,000

Public works project involving the installation of new 15" RCP, 30" RCP, 36" RCP, ac grinding, paving, shoulder backing, Concrete Headwalls, Rebar, Grading, Rip Rap, and traffic control.

Contact: Iqbal Aulakh, Caltrans Resident Engineer (209) 479-3608 – iqbal.aulakh@dot.ca.gov

City of Ripon – Well 19 Pump Station 2021

Project Cost: 1,800,000

Public works project involving the installation of a new 16" watermain. Installation of new 16" valves. Installing a 150 HP Vertical Turbine Pump. New 18" RCP storm drain. New 60" manhole installation. New chemical & electrical building. New road section. Dewatering, paving, grading, AB, curb & gutter, electrical, integration, and traffic control.

Contact: James Pease, Public Works Director (209) 599-2108 – jpease@cityofripon.org
Sarah Collins, Senior Engineer (209) 599-0236 – scollins@cityofripon.org

Caltrans 10A2224 – Storm Drain & Misc. Roadwork 2022

Project Cost: 90,000

Public works project involving the installation of new 18" RCP, ac grinding, paving, shoulder backing, and traffic control.

Contact: Robert Hoffman, Caltrans Resident Engineer (209) 470-8844 – Robert.hoffman@dot.ca.gov

City of Folsom – Oak Ave PWWF Relief Project 2021

Project Cost: 1,500,000

Public works project involving the installation of a new 12" forced main bypass. Installation of new 16" valves on the City's existing 16" forced main. New 72" manhole installation. Bypass Pumping, Dewatering, paving, striping, manhole and vault coating, concrete work, ARV installation, CDF backfill, and traffic control.

Contact: Todd Eising, Utilities Section Manager (916) 461-6163 – teising@folsom.ca.us
Vaughn Fleischbein, Senior Engineer (916) 461-6165 – vfleischbein@folsom.ca.us

City of Lodi – Stormwater Trash Collection Project (Phase 2) 2021

Project Cost: 430,000

Public works project involving the installation of a California Water Resource approved trash collector device capable of treating a flow of 11 CFS. Tasks included – excavation (20' depth), slide rail shoring system, pipe plug, removal of 30" concrete storm drain, CDF backfill, concrete repair.

Contact: Gary Wiman, Construction Project Manager (209) 484-1619 – gwiman@lodi.gov
Alice Bernardino, City of Lodi Engineer (209) 269-4900 – abernardino@lodi.gov

Caltrans 10A2252 – AC Paving & Misc. Roadwork 2021

Project Cost: 160,000

Public works project involving misc grading and grubbing, ac grinding, paving, shoulder backing, and traffic control.

Contact: Amir Traboly, Caltrans Resident Engineer (209) 670-9855 – amir.traboly@dot.ca.gov

City of Lodi – Grape bowl Handrail Improvement 2021

Project Cost: 75,000

Public works project involving the installation of new aluminum handrails, new structural concrete footings, and demolition.

Contact: Gary Wiman, Construction Project Manager (209) 484-1619 – gwiman@lodi.gov
Alice Bernardino, City of Lodi Engineer (209) 269-4900 – abernardino@lodi.gov

City of Stockton – Exeloo Restroom Structures 2021

Project Cost: 370,000

Public works project involving the installation of four Exeloo prefab restrooms at four parks. Tasks included – Site development, pad prep, underground utility, sewer, water, power, structural footings, rebar, ADA walkways.

Contact: Susan Christy, Project Manager (209) 937-8372 – susan.christy@stocktonca.gov
Victor Machado, Parks Manager (209) 937-8899 – victor.machado@stocktonca.gov

City of Lodi – Stormwater Trash Collection Project (Phase 1) 2021

Project Cost: 225,000

Public works project involving the installation of a California Water Resource approved trash collector device capable of treating a flow of 11 CFS. Tasks included – traffic control, k-Rail installation, AC saw cut, AC demo, excavation (20' depth), slide rail shoring system, pipe plug, removal of 30" concrete storm drain, CDF backfill, AC pave, concrete repair.

Contact: Gary Wiman, Construction Project Manager (209) 484-1619 – gwiman@lodi.gov
Alice Bernardino, City of Lodi Engineer (209) 269-4900 – abernardino@lodi.gov

City of Lodi – Blakely Park Restroom 2020

Project Cost: 340,000

Public works project involving site development and installation of a new precast restroom. Tasks included – clear and grub, site layout, grading, underground utilities, sewer tie-in, water service, pad prep, concrete, formwork, concrete finishing, plumbing, electrical, ADA concrete.

Contact: Gary Wiman, Construction Project Manager (209) 484-1619 - gwiman@lodi.gov
Sean Nathan, Senior Civil Engineer (209) 269-4909 – snathan@lodi.gov

City of Lathrop - Water Meter Improvements 2020

Project Cost: 350,000

Public works project involving the replacement and upgrade of 3500 water meters. Tasks included - traffic control, vacuum excavation, saw cutting, mechanical excavation, backfill, compaction, ac patch.

Contact: Ken Reed, Senior Construction Manager (209) 941-7363 – kreed@ci.lathrop.ca.us
Larry Backert, O&M Superintendent (209) 941-7475 – lbackert@ci.lathrop.ca.us

City of Stockton - Water Service Laterals Replacement 2020

Project Cost: 225,000

Public works project involving the removal and replacement of 100 existing water services. The project was strategically scheduled to reduce the impact to customers. Tasks included – pipe bursting, mechanical excavation, vacuum excavation, backfill, compaction, traffic control, asphalt patch.

Contact: Kelly Sao, Assistant Engineer, EIT (209) 937-8727 – Kelly.sao@stocktonca.gov
Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787 – ali.gharegozloo@stocktonca.gov

City of Stockton - 16" Digester Plug Valves 2020

Project Cost: 75,000

Public works maintenance project involving the demolition of 6 existing 16" digester plug valves and installing new actuated valves.

Contact: Kelly Sao, Assistant Engineer, EIT (209) 937-8727 - Kelly.sao@stocktonca.gov
Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787 - ali.gharegozloo@stocktonca.gov

Weber Point Events Fountain Renovation 2020

Project Cost: 600,000

Public works project involving the complete renovation of the City's existing fountain. Including, complete mechanical upgrades, site grading, underground utility work, site concrete, piping, electrical, programming, and steel work.

Contact: Jodi Almassy, City of Stockton Public Works Director (209) 937-8302 – jodi.almassy@stocktonca.gov
Victor Machado, City of Stockton Parks Manager (209) 937-8899 - victor.machado@stocktonca.gov

City of Stockton - Primary 3 Digester Rails 2020

Project Cost: 73,000

Public works maintenance project involving the demolition of existing digester rails, fabrication of new brackets, upper & lower rails, and installation UHMW. Welding and misc work.

Contact: Jose Alatorre, Senior Plant Supervisor (209) 937-5422 – jose.alatorre@stocktonca.gov

Caltrans 10A2054 - Culvert Replacement & Misc. Roadwork 2019

Project Cost: 160,000

Public works project involving multiple culvert replacements, traffic control, potholing, utility conflicts, Class III RCP, asphalt paving, and concrete.

Contact: Pawan Garg, Caltrans Resident Engineer (209) 470-8777 - pawan.garg@dot.ca.gov

City of Stockton – Ferric Tank Installation & Piping 2019

Project Cost: 52,000

Public works project involving the installation of a 12,000-gal ferric tank, asphalt saw cutting, concrete slab, tank piping, pipe supports, valves, and misc. work.

Contact: Kelly Sao, City of Stockton Assistant Engineer (209) 937-8727 - Kelly.sao@stocktonca.gov

*Soracco, Inc. – General Engineering & Building Contractor
PG 8 of 12*

City of Folsom – Golden State Water Intertie 2019

Project Cost: 300,000

Public works project involving the installation of multiple 16", 12", and 10" waterlines and valves. Line material consisted of C-900, ductile, and transite. Installation of restrained fittings & valves. Service shutdowns, night work, traffic control, disinfection, roadway excavation, backfill, compaction, grading, and RCP storm drain & manhole.

Contact: Jason Marks, City of Folsom Senior Civil Engineer (916) 461-6166

Todd Eising P.E., City of Folsom Utilities Section Manager (916) 461-6163 – teising@folsom.ca.us

City of Sacramento – Richfield Shade Structure 2019

Project Cost: 75,000

Public works project involving concrete saw cutting, demolition, excavation, grading, steel shade structure, concrete work, and working around existing utilities.

Contact: Robert Rueff, City of Sacramento Public Works Inspector (916) 804 3180 – rrueff@cityofsacramento.org

City of Sacramento – McKinley Park Sewer Pipe Relocation 2019

Project Cost: 70,000

Public works project involving concrete saw cutting, demolition, excavation, grading, 8" sdr 35 sewer line, manhole connection, concrete work, and working around existing utilities.

Contact: Robert Rueff, City of Sacramento Public Works Inspector (916) 804 3180 - rrueff@cityofsacramento.org

Jason Wiesemann, City of Sacramento Senior Landscape Architect (916) 808-7634 –
jwiesemann@cityofsacramento.org

City of Stockton - Primary 6 Digester Rails 2019

Project Cost: 71,000

Public works maintenance project involving the demolition of existing digester rails, fabrication of new brackets, upper & lower rails, and installation UHMW. Welding and misc work.

Contact: Jose Alatorre, Senior Plant Supervisor (209) 937-5422 - jose.alatorre@stocktonca.gov

McClatchy Park Ball Field Renovations 2018

Project Cost: 900,000

Public works project involving a Site Grading and drainage, Sewer Tie in and manhole installation, site concrete, Shade structures, irrigation, Electrical, Fencing, Site furnishings, plumbing, AC work, Striping.

Contact: Dennis Day, City of Sacramento Landscape Architect (916) 804-1854 – dday@cityofsacramento.org

Robert Rueff, City of Sacramento Public Works Inspector (916) 804-3180 - rrueff@cityofsacramento.org

Industrial Water Treatment Plant 2016 Deep Well Project Phase 2 2018

Project Cost: 874,746

Public works project involving a vertical turbine motor, installation of new 12" domestic waterline with service with valves, road grading, compaction, and chip seal prep, underground electrical, MCC, flowmeter install, misc process pipe work, site excavation & grading, concrete, electrical PLC programming, and asphalt.

Contact: Mark Clarkson, City of Galt Engineer (209) 366-7260 - mclarkson@ci.galt.ca.us

Los Rios Community College District CRC Aquatherm Piping at Child Development 2018

Project Cost: 160,000

Public works project involving the installation of new Aquatherm piping, misc demo, pipe hangers, pipe layout and detail, pipe insulation, pipe fusion welding, ancillary pipe fittings and valves, and pipe supports.

Contact: Tim Schuma, Los Rios Community College District (916) 317-3198

City of Stockton - 24" Gate Valve Replacement Cumberland Pump Station & North Pump Station 2017

Project Cost: 72,150

Public works project involving excavation of existing 24" gate valves. Saw cutting, ac & concrete demolition, shoring, dewatering, valve removal and replacement, MJ restraints, backfill and compaction, ac patch. Project preformed during 8-hour shutdown 10:0 pm - 6:00am.

Contact: Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787

City of Merced - Wastewater Treatment Plant Well #2 Pump and Piping 2017

Project Cost: 550,000

Public works project involving a well rehabilitation, installation of new domestic waterline with service, precast concrete building, 5000-gal hydro pneumatic tank, MCC, site excavation & grading, concrete, electrical PLC programming, and asphalt.

Contact: Ken Elwin, City Engineer (209) 338-7507

City of Stockton - Bio Sulfate, Hypochlorite 3, Ferric, and DAF Poly Tank Replacement 2017

Project Cost: 260,000

Public works project involving the demolition of existing tanks. Asphalt saw cutting, concrete slab, tank piping, pipe supports, valves, and misc work.

Contact: Ali Gharegozloo, City of Stockton Principal Civil Engineer (209) 937-8787

City of Stockton - Primary 4 Digester 1 Rails 2017

Project Cost: 65,000

Public works project involving the demolition of existing digester rails, fabrication of new brackets, upper & lower rails, and installation UHMW. Welding and misc work.

Contact: Matt Evans, Senior Plant Maintenance Mechanic (209) 256-6667

City of Lathrop - Parks Improvement Project 2017

Project Cost: 130,000

Public works project involving the demolition of existing playground wood fibar, installation of new class II road base and rubberized surface. Concrete saw cutting & demolition.

Contact: Ken Reed, City Inspector (209) 941-7435

Los Rios Community College District (Diede Construction, Inc.) - SCC South Campus Utility Improvements 2016

Project Cost: 3,100,000

Public works project. Soracco subcontracted to Diede for the saw cutting, demolition, excavation, compaction, backfill, shoring, dewatering, 12" sewer line installation, concrete demo, spoil off haul, grading, and subgrade prep portion of the contract.

Contact: Mark Browning Inspector (916) 812-2874
Blaine Vernon, Project Manager (209) 369-8255

City of Stockton - Hypochlorite Tanks 1 & 2 Poly Tank Replacement 2016

Project Cost: 75,000

Public works project involving the demolition of existing tanks. Asphalt saw cutting, seismic restraints, tank piping, pipe supports, valves, excavation, compaction, electrical, and PLC work.

Contact: Somporn Boonsalat, Associate Civil Engineer (209) 937-8718

Los Rios Community College District (Diede Construction, Inc.) - ARC Athletic Fields Improvements 2016

Project Cost: 5,000,000

Public works project. Soracco subcontracted to Diede for the saw cutting, demolition, excavation, Welded Steel Pipe, compaction, backfill, trench drain, storm drain, grading, ac patch, DI installation.

Contact: Blaine Vernon, Project Manager (209) 369-8255

County of Sacramento - 2015 Kiefer Landfill Module M1L Leachate System Improvements 2016

Project Cost: 175,000

Public works project involving site layout, over excavation, grading, compaction, backfill, concrete containment well, concrete walls, 5000 gal horizontal tank, electrical SCADA programming, structural steel support platform, and HDPE piping.

Contact: Todd Wheeler, Sac County CMID (916) 591-0570

County of Sacramento 2015 LFG Recirculation Design 2016

Project Cost: 70,000

Public works project involving installation of a new aftercooler and associated stainless steel piping. Scada and electrical programming.

Contact: Todd Wheeler, Sac County CMID (916) 591-0570

Los Rios Community College District (Diede Construction, Inc.) - CRC HVAC Infrastructure Renovation 2015

Project Cost: 2,800,000

Public works project. Soracco subcontracted to Diede for the saw cutting, demolition, excavation, compaction, backfill, shoring, dewatering, concrete demo, spoil off haul, grading, and subgrade prep portion of the contract.

Contact: Blaine Vernon, Project Manager (209) 369-8255

City of Rancho Cordova - Cordova Meadows ADA Sidewalk Improvements 2015

Project Cost: 115,000

Public works project involving existing concrete ramp demolition at multiple locations. Excavation, compaction, class II, ADA Concrete prep, form work, concrete finish, traffic control, ac patch.

Contact: Bob LoRusso, PE Resident Engineer (707) 689-3890

Contact: Matt Nord, City Inspector (916) 708-2939

City of Brentwood - City Wide Shade Structure 2014

Project Cost: 165,000

Public works project involving site development and footing drilling, Installation of 20" x 30' steel posts. Concrete work. Utility repair. Structural steel.

Contact: Aaron Wandon, Project Manager (925) 516-5111

City of Stockton - Swenson Park Valve Replacement 2014

Project Cost: 85,000

Public works project involving removal and replacement of 3 24" gate valves. Excavation, shoring, and pipe work. Backfill, compaction, and AC placement.

Contact: Somporn Boonsalat, City Engineer (209) 937-8718

City of Brentwood - Veterans Park Bocce Court Expansion 2013

Project Cost: 70,000

Public works project involving site development and grading. Work included grubbing, excavation; drain tie-in, French drain installation, concrete walkway and walls, mow bands, Vinyl fencing, Electrical trenching, and concrete demolition.

Contact: Roger Stromgren, Project Manager (925) 516-5308

Contact: Aaron Wandon, Project Manager (925) 516-5111

City of Lodi - Debenedetti Masonary Wall Enclosure 2013

Project Cost: 200,000

Public works project involving site development and grading. Excavations, cut and fill. Concrete footings and pile drilling. Geo grid installation. Misc steel work and AC patch.

Contact: Jerry Dewalt, City Public works inspector (209) 333-6706

City of Galt - Walker Community Park Bleachers Project 2012

Project Cost: 140,000

Public works project involving site work and erection of stadium seating for the city of Galt's football and soccer field at Walker park. Including understructure set up, installation of the decking system, stair fabrication, ADA Ramps, and scorer's platform.

Contact: Bill Forrest, Senior Civil Engineer (209) 366-7270

Contact: Bill Cruickshank, Construction Inspector (209) 366-7260

City of Brentwood - Veterans Park Universal Abilities Playground 2012

Project Cost: 40,000

Public works project involving site development and grading for a wheelchair accessible playground. Work included tree removal, excavation and off-haul, drainage, ADA concrete sidewalks and retaining walls, vinyl fencing, and steel work.

Contact: Roger Stromgren, Project Manager (925) 516-5308

Contact: Aaron Wandon, Project Manager (925) 516-5111

City of Rocklin - Fire Station #2 Siding & Exterior Re-Paint 2012

Project Cost: 55,000

Public works project involving siding, framing, and substructure demolition. Re-sheathed with misc framing upgrades. All flashing and underlayment replaced. Re-sided with Hardie siding and trim. Repainted.

Contact: Scot St. Denis, Project Manager (916) 625-5500

City of Ione - Ed Hughes Memorial Park Restroom 2011

Project Cost: 80,000

Public works project, involving installation of a precast two-room restroom with mechanical room. Project included sewer tie in, water tie in, and electrical tie in. Block Structure with metal roof. Foundation, plumbing, water line, electrical line, main electrical panel work, concrete, sitework.

Contact: John Wagner, City Engineer (707) 571-8005

Contact: Don Myshrall, Public Works/Building Official (209) 274-2412

City of Sonora - Police Department Residing Project 2011

Project Cost: 70,000

Public works project involving removal of siding and framing. Replaced with new James Hardie Siding. Misc concrete curb and gutter, road repair, waterproofing and TPO roof installation, New bulletproof front door. Electrical, Insulation, Drywall, Paint.

Contact: Jerry Fuccillo, City Engineer (209) 532-1867

LIST OF SUBCONTRACTORS:

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

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

Note: Attach additional sheets if required.

ADDENDA

Bidder certifies he reviewed Stockton Blue Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

5/6/25

Dated

Soracco, Inc.

Legal Name of Firm



Signature of Authorized Representative

(Seal)

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

California

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

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

Richard Soracco Jr - President - 903 E. Lodi Ave Lodi CA 95240

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Soracco, Inc.

903 E Lodi Ave, Lodi CA 95240

as PRINCIPAL, and Granite Re, Inc. dba Granite Surety Insurance Company

14001 Quailbrook Drive, Oklahoma City, OK 73134

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: On-Call Construction Services for Wet Utility and Street Repairs

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 6th day of May, 2025.

Soracco, Inc. (Seal)

(Signature) (Seal)

Address: 903 E Lodi Ave

Lodi CA 95240

Granite Re, Inc. dba Granite
Surety Insurance Company (Seal)

(Signature) (Seal)
Kenneth D. Whittington, Attorney-In-Fact

Address: 14001 Quailbrook Drive

Oklahoma City, OK 73134



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

ACKNOWLEDGMENT

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

State of California
County of San Joaquin

On May 5, 2025 before me, V. Fernandez Knight, Notary Public
(insert name and title of the officer)

personally appeared Richard A. Soracco Jr. -----,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

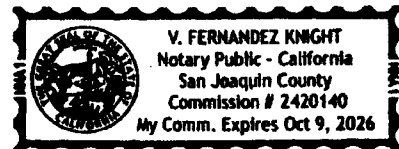
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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

ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of San Joaquin

On this 5th day of May, 2025 before me V. Fernandez Knight personally appeared
Richard A. Sorace Jr., who proved to me on the basis of satisfactory evidence to be the person
Here insert Name and Title of Officer
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature See Attached CA ACK
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 6 day of May, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.



Bethany J. Alred
Notary Public

GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

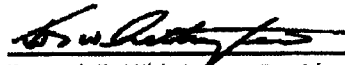
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

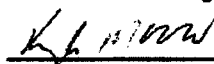
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)






Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
May 6, 2025.





Kyle P. McDonald, Assistant Secretary

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No X _____

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

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

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


WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: Soracco, Inc.

By: Richard Soracco Jr

A handwritten signature in black ink, appearing to be "R. Soracco Jr", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

Title: President

(END OF SECTION)

LIQUIDATED DAMAGES CLAUSE

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH BID

The selected firm, in its Bid has committed to providing on-call construction services for wet utility and street repairs, including emergency work that is necessary to promote the public's health safety and welfare. It is expressly understood that the experience, knowledge, capability and reputation of the selected firm, and the selected firm's commitment to provide timely repairs are a substantial inducement for the City to enter into an on-call wet utility and street repairs contract with the selected firm. Therefore, in the event the City observes the selected firm's inability to meet its commitments made in relation to furnishing wet utility and street repairs, certain damages will incur and shall apply to payments due to the selected firm.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the following sums noted herein for each failure or delay in the performance of the services required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor for any accrued liquidated damages.

PLANNED WORK

If the Contractor fails to complete the Work within the time specified for Planned Work awarded under this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City, as liquidated damages and not as a penalty, the sum of \$500 per day for each calendar day beyond the dates set forth in the Purchase Order.

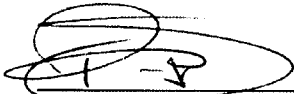
EMERGENCY WORK

If the Contractor fails to respond in a timely manner to calls for service for Emergency Work awarded under this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City the following liquidated damages:

- Repetitive calls for service at a single location: \$250 for a single repeated call (call may be repeated at least 2 hours after original notification) and \$500 per each repeated call thereafter (no more than one call every 3 hours).
- In addition to the damages for the repeated calls for service, the Contractor may also be asked to separately pay for the failure to respond timely to service location after the call for service has been made:
 - Call responded to, Contractor reports to location more than 3 hours after notification: \$250
 - Call responded to, Contractor reports to location more than 6 hours after notification: \$500
 - Call responded to, Contractor reports to location more than 12 hours after notification: \$1,000

- Call responded to, Contractor reports to location more than 24 hours after notification: \$2,500

I hereby certify that I have read and understand the proposed Liquidated Damages Clause included in this Attachment C, and agree to its inclusion in a contract awarded to my firm.


SIGNATURE

Richard Soracco Jr - President

PRINT NAME

SORACCO

LIC. #1028603 Inc.
GENERAL ENGINEERING & BUILDING CONTRACTOR

TIME & MATERIAL RATES

2025 - 2026

LABOR

NORTHERN CALIFORNIA RATES

NOTE: Labor Rates Include Markup

**If Operators are working in portions of select counties, i.e., Amador, Calaveras, El Dorado, Placer, Tuolumne, rates for operators increase by \$2. **If Laborers are working in Alameda, Contra Costa, Marin, San Francisco or Santa Clara Counties, rates for laborers increase by \$1.*

	Straight Time	Overtime Saturday	Double Time Sunday/Holiday
<u>Foremen</u>			
Operating Engineer Foremen			
Shift 1	\$151.00	\$201.00	\$250.00
Special Single & Second	\$160.00	\$214.00	\$268.00
Laborer Foremen			
Shift 1	\$109.00	\$140.00	\$171.00
Special Single & Second	\$113.00	\$147.00	\$181.00
Cement Mason Foremen			
Shift 1	\$137.00	\$183.00	\$228.00
Special Single & Second	\$143.00	\$191.00	\$239.00

	Straight Time	Overtime Saturday	Double Time Sunday/Holiday
<u>Operator - Group 3</u>			
Shift 1	\$146.00	\$194.00	\$241.00
Special Single & Second	\$155.00	\$207.00	\$259.00

	Straight Time	Overtime Saturday	Double Time Sunday/Holiday
<u>Laborer - Group 1</u>			
Shift 1	\$103.00	\$131.00	\$160.00
Special Single & Second	\$107.00	\$138.00	\$168.00
<u>Laborer - Group 2</u>			
Shift 1	\$103.00	\$131.00	\$160.00

Special Single & Second	\$107.00	\$138.00	\$168.00
<u>Laborer - Construction Specialist</u>			
Shift 1	\$104.00	\$133.00	\$162.00
Special Single & Second	\$108.00	\$140.00	\$171.00

	Straight Time	Overtime Saturday	Double Time Sunday/Holiday
<u>Laborer - Apprentice 1</u>			
Shift 1	\$56.00	\$74.00	\$92.00
Special Single & Second	\$59.00	\$78.00	\$98.00
<u>Laborer - Apprentice 2</u>			
Shift 1	\$86.00	\$105.00	\$125.00
Special Single & Second	\$89.00	\$110.00	\$131.00
<u>Laborer - Apprentice 3</u>			
Shift 1	\$91.00	\$114.00	\$136.00
Special Single & Second	\$95.00	\$119.00	\$143.00
<u>Laborer - Apprentice 4</u>			
Shift 1	\$97.00	\$122.00	\$148.00
Special Single & Second	\$101.00	\$128.00	\$156.00

	Straight Time	Overtime Saturday	Double Time Sunday/Holiday
<u>Cement Mason</u>			
Shift 1	\$119.00	\$155.00	\$192.00
Special Single & Second	\$123.00	\$162.00	\$201.00

	Flat Rate
<u>Mobilization</u>	\$1,000.00
<u>Mobilization - Emergency</u>	\$1,500.00
<u>Bonding</u>	2% of Total Contract
<u>Insurance</u>	Cost of coverage in excess to existing policy.

EQUIPMENT

NOTE: Equipment Rates Include Markup But Are 'Bare' - No Labor Is Included (see below)
Additional Equipment surcharges may apply when rental costs exceed rates listed below.
Rates Do Not Include Extra Charge For Working In Rock Conditions

(Rates Include Consumables and Minor Tools)

Rental Equipment will be charged at the full invoice price. Soracco, Inc. reserves the right to impose a fuel surcharge.

	Rate Per Hour
<u>Pickups</u>	
ACA F150 2wd ½ Ton Pickup	\$38.00
ACB F250 & F350 Pickup	\$38.00
ACD F350 Pickup w/ Utility Body	\$43.00
ACE F550 Crew Truck & Cone Truck	\$55.00
ACF F250 & F350 4wd Pickup	\$38.00
ACH F550 w/Utility Body Mechanics & Plumbers	\$55.00
<u>Hammers</u>	
HYD Hydraulic Hammer, Excavator Attachment	\$38.00

Paver

FBD	Asphalt Paver	\$315.00
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Tractors / Backhoes / Loaders

LBC	Loader, Scraper JD210LJ & Case 570MXT	\$60.00
LBF	Loader, Backhoe JD 410G	\$85.00
LBM	Loader, 3yd Volvo L120	\$170.00
LBS	Skid Steer, Cat 259D	\$62.00

Motor Graders (Blades)

MHD	Motor Grader, Cat 140G	\$148.00*
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Rollers/Compactor

RBH	Roller, Pneumatic, 10 Ton, IR PT125R	\$86.00
RKA	Compactor, Cat 815F	\$213.00*
RVC	Roller, Vibratory, Cat CB224E, CB24, CB32	\$60.00
RVN	Roller, Vibratory Pad Drum, Cat CP56B	\$149.00

Excavators

SGA	SGA - Excavator	\$69.00
SGC	Excavator, Cat 308D CR SB	\$75.00*
SGD	Excavator, Cat 325	\$151.00*
SGF	Excavator, Cat 336	\$268.00*

Dozers

TDB	Crawler, Cat D4H	\$125.00
TDC	Crawler, Cat D5KXL	\$125.00
TDD	Crawler, Cat D6R	\$152.00*
TDJ	Crawler, Cat D10R, D10T	\$505.00
TDM	Crawler, Cat D8R, D8T	\$331.00*
TDO	Crawler, Cat D9R	\$366.00*

Scrapers

TEF	Scraper, Open Bowl, Cat 631E	\$288.00*
TEL	Water Pull, 8000-Gal, Cat 623	\$246.00*
TEN	Scraper, Elevating Cat 623G	\$301.00*
TEO	Scraper, Cat 627	\$355.00*
TEQ	Scraper, Cat 637G	\$415.00*
TET	Scraper, Elevating Cat 613C	\$155.00*

Trucks

TRC	Truck, HD Flatrack, Includes Flatbed Trailer	\$85.00
TRL	Truck, Water, Peterbilt 359	\$105.00
TRO	Truck, 3-Axle & End Dump Trailer	\$108.00
TRQ	Truck, Transport, Lowbed	\$115.00
TRS	Truck, Sweeper	\$215.00
TRV	Truck, Vacuum	\$300.00

Forklifts

UAB	Pneumatic Forklift 4,000 - 6,000# Capacity	\$72.00
UAC	Pneumatic Forklift 12,000 - 16,000# Capacity	\$95.00
UAT	Telescoping Forklift	\$92.00

*- When working in rock add per hour:

MHD	\$18.00
RKA	\$24.00
SGC	\$12.00
SGD	\$12.00
SGF	\$13.00
TDD	\$12.00
TDM	\$18.00
TDO	\$24.00
TEF	\$18.00
TEL	\$24.00
TEN	\$24.00

SMALL TOOLS

NOTE: Additional Equipment surcharge may apply when rental costs exceed rates listed below.[]

Small Tools & Miscellaneous (Mark-up Included)		Rate Per Day
SE-AHB	Hot box asphalt 2 ton trailer	\$146.00
SE-APS	Airless Paint Striper - Ride O	\$260.00
SE-ATV	ATV/Kubota Utility Vehicle	\$56.00
SE-BCA	Skidsteer Buckets/Fork Attachments	\$8.00
SE-BCB	Breaker & Broom Attachment	\$92.00
SE-BCC	Manhole Cutter Attachment	\$176.00
SE-BEH	Self - propelled Broom	\$160.00
SE-BGB	13" Brum Grinder Attachment	\$600.00
SE-BGD	HRZ Drill Attachment	\$80.00
SE-BGR	Grinder Attachment	\$360.00
SE-CBE	Air Compressor (185 cfm)	\$72.00
SE-CBF	Air Compressor (210 cfm)	\$76.00
SE-CBG	Air Compressor (300 cfm - 700 cfm)	\$112.00
SE-CMS	Changeable Message Sign Board	\$112.00
SE-CMT	Mini Message Board	\$80.00
SE-CSM	Crack Sealer Machine	\$480.00
SE-CSS	Speed Board	\$72.00
SE-CSU	Hydraulic Pipe Fusion Machine	\$104.00
SE-FAU	Arrow Board	\$48.00
SE-GAD	Generator - or <25kw - tow	\$84.00
SE-GAE	Generator > 25kw - tow	\$200.00
SE-GDD	EZ Drill - 5 Drill	\$432.00
SE-GDR	EZ Drill - Single	\$88.00
SE-KRL	Krall Clamp	\$80.00
SE-LBS	Skidsteers	\$280.00
SE-LTO	Light Towers - Tow	\$116.00
SE-MEH	Mortar & Concrete Mixers	\$52.00
SE-OAK	Asphalt Emulsion Tac Pot	\$104.00
SE-PLG	6" Pumps	\$80.00
SE-PLO	12" Hurricane Pump/Pumpmaster	\$136.00
SE-POC	Standpipe	\$18.40
SE-RMB	Rumble Strips (Set of 6)	\$48.00
SE-RSK	Shaker Screen	\$660.00

SE-RVC	1-3 Ton Vibratory Roller	\$160.00
SE-SCA	Dike/Curb Machine	\$188.00
SE-SCB	Curb Machine-Gomaco CC1200	\$268.00
SE-SCR	Concrete Roller Screed – Ride	\$240.00
SE-SCS	Concrete Striker Screed	\$120.40
SE-SSS	Sand Spreader	\$136.00
SE-TAJ	Water Wagon	\$64.00
SE-TAL	Laser Trailer	\$20.00
SE-TAS	Shade Trailer	\$8.00
SE-TAT	Klein Tank	\$104.00

Rates are effective from July 25' through June 26'. Soracco, Inc. reserves the right to modify this schedule at any time.



CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 1028603

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/5/2025 1:14:32 PM

SORACCO INC
903 E LODI AVE
LODI, CA 95240
Business Phone Number:(209) 267-4030

Entity Corporation
Issue Date 07/03/2017
Expire Date 07/31/2025

This license is current and active.

All information below should be reviewed.

- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100353206

Bond Amount: \$25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RICHARD ANTHONY SORACCO JR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/03/2017

This license has workers compensation insurance with the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

Policy Number: 7064200150

Effective Date: 03/01/2025

Expire Date: 03/01/2026

Workers' Compensation History

► Personnel listed on this license (current or disassociated) are listed on other licenses.

Copyright © 2025 State of California

This is to certify that

ANDREW CRAGO

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



powered by United Rentals

TEMPORARY WALLET CARD INSTRUCTIONS

Please cut out this wallet card and keep it with you while you are waiting for your official United Academy hard plastic wallet card to be mailed to you.

Recommendations

- Print using color on heavy (thick) stock paper.
- Laminate your card to protect it from wear and tear and weather

FOLD HERE

CUT HERE

United Academy
Powered by United Rentals

ID: 29030593

UAC: 70cf7e

Workplace Safety Applies to Everyone

Regulatory, industry, or workplace standards may require you to receive periodic retraining. United Academy has training course options available for all workers. See our full catalog of courses by visiting unitedacademy.ur.com.

ANDREW CRAGO

Name

Confined Spaces in Construction Training

Certification

Jun 17, 2023

Date Issued

Student
Signature

United Academy Code (UAC)

Along with the student ID, the United Academy Code (UAC) is used to access Training Profiles online.

View your full training history by visiting: unitedacademy.ur.com/transcripts

unitedacademy.ur.com

This is to certify that

CLINT ABOUSSEMAN

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



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United Academy

POWERED BY UNITED RENTALS

ID: 29030592

UAC: 9b6f10

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United Academy Code (UAC)

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View your full training history by visiting: unitedacademy.ur.com/transcripts

CLINT ABOUSSLEMAN

Confined Spaces in Construction Training

Jun 17, 2023

Date Issued

Student
Signature

unitedacademy.ur.com

This is to certify that

DARRYL CRAGO

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



powered by United Rentals

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United Academy <small>Powered by United Rentals</small>		ID: 29030594 UAC: 2a6053	Workplace Safety Applies to Everyone Regulatory, industry, or workplace standards may require you to receive periodic retraining. United Academy has training course options available for all workers. See our full catalog of courses by visiting unitedacademy.ur.com .
Name	DARRYL CRAGO	Confined Spaces in Construction Training	United Academy Code (UAC) Along with the student ID, the United Academy Code (UAC) is used to access Training Profiles online.
Certification			
Date Issued	Jun 17, 2023		
Student Signature			View your full training history by visiting: unitedacademy.ur.com/transcripts

unitedacademy.ur.com

This is to certify that

GUSTAVO SORACCO

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



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United Academy
Powered by United Rentals

Name

GUSTAVO SORACCO

Certification

Confined Spaces In Construction Training

Date Issued

Jun 17, 2023

Student Signature

ID:

29030597

UAC:

8cf59b

Workplace Safety Applies to Everyone

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United Academy Code (UAC)

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CUT HERE

unitedacademy.ur.com

This is to certify that

MARIO NIETO

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



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FOLO HERE

CUT HERE

United Academy
Powered by United Rentals

ID: 29030596
UAC: c1c1bb

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United Academy Code (UAC)

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MARIO NIETO

Name

Confined Spaces in Construction Training

Certification

Jun 17, 2023

Date Issued

Student
Signature

unitedacademy.ur.com

This is to certify that

NOE ANDRADE

Has successfully completed the following course

Confined Spaces in Construction Training

United Academy
Training Issued By

Jun 17, 2023
Date Issued



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Recommendations

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- Laminate your card to protect it from wear and tear and weather

CUT HERE		United Academy <small>Powered by United Rentals</small>		ID: 29030598 UAC: e3a772		Workplace Safety Applies to Everyone Regulatory, industry, or workplace standards may require you to receive periodic retraining. United Academy has training course options available for all workers. See our full catalog of courses by visiting unitedacademy.ur.com .	
Name		NOE ANDRADE				United Academy Code (UAC) Along with the student ID, the United Academy Code (UAC) is used to access Training Profiles online.	
Certification		Confined Spaces in Construction Training					
Date Issued		Jun 17, 2023					
Student Signature						View your full training history by visiting: unitedacademy.ur.com/transcripts	
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						unitedacademy.ur.com	



APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: City of Lathrop
Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

PROJECT: On-Call Construction Services for Wet Utility and Street Service
Address#: 1234 Center St
PO#:
Vendor#: 3002

INVOICE NO.: xxx.xx-xxxx
APPLICATION NO.: 5/6/2025
PERIOD TO: 4/14/2025

FROM: Soracco, Inc.
903. E Lodi Ave
Lodi, CA 95240

Description of Work: 8" Valve Installation
PO# 25-4422

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	\$ -
APPROVED THIS MONTH		
DATE APPROVED		
TOTALS	\$ -	\$ -
Net Change by Change Orders		

Application is made for Payment, as shown below, in connection with Contractor's Schedule of Values, attached		
The present status of the account for this Contract is as follows:		
ORIGINAL CONTRACT SUM	To Date	This Period
Net change by Adjustments	14,429.25 \$	14,429.25
CONTRACT SUM TO DATE	0.00 \$	0.00
	14,429.25 \$	14,429.25
TOTAL COMPLETED & STORED TO DATE		
RETAINAGE	14,429.25 \$	14,429.25
	0.00 \$	0.00
TOTAL EARNED LESS RETAINAGE	14,429.25 \$	14,429.25
LESS PREVIOUS CERTIFICATES FOR PAYMENT		
	14,429.25 \$	
CURRENT PAYMENT DUE	14,429.25 \$	14,429.25
BALANCE TO FINISH, PLUS RETAINAGE	0.00 \$	0.00

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.

CONTRACTOR: Soracco, Inc.

Owner: City of Lathrop

Victoria Fernandez, Project Controller

Victoria Fernandez, Project Controller

DATE: 5/6/2025

(initials-signature of approval)

SORACCO, Inc. Lodi, CA 95240		PROJECT: 1234 Center St		SCHEDULE OF VALUES			APPLICATION NO. 5/6/2025 PERIOD TO 4/14/2025 SORACCO PROJECT NO. 25-4422			KKK-XX-KKKK	
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED PREVIOUS PERIOD APPL. (C-E)	E THIS PERIOD	F MATERIAL STORED NOT IN D OR E	G TOTAL COMPLETED AND STORED (D+E+F)	H BALANCE TO FINISH (C-G)	I CURRENT BILLING RETENTION	J CURRENT BILLING LESS RETENTION	K TOTAL BILLING RETENTION	
	001.25-4422 1234 Center St - 8" Value - W/O 4/14	\$ 14,429.25	\$ 14,429.25		\$ -	\$ 14,429.25			\$ -		
	TOTAL CONTRACT	14,429.25	\$ 14,429.25	-	\$ -	\$ 14,429.25	100%	\$ -	\$ -	\$ -	
	CHANGE ORDERS										
	CHANGE ORDER TOTAL	-	-	-	-	-	#DIV/0!	-	-	-	
	TOTAL CONTRACT & CHANGE ORDERS	14,429.25	14,429.25	-	-	14,429.25	100%	TOTAL AMOUNT EARNED TO DATE	14,429.25		
								BALANCE TO FINISH, PLUS RETAINAGE			

ITEM 4.8

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME & GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND AN ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02**

RECOMMENDATION: **Adopt Resolution to Approve a Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC, and LaSalle Income & Growth Fund VII REIT, LLC Relating to the Lathrop Gateway Business Park Specific Plan Area and an Adjustment to the GASB 34 Reports Associated with the Public Improvements for Parcel Maps 19-03 and 21-02**

SUMMARY:

Phelan-Haugen, LLC and LaSalle Income & Growth Fund VII REIT, LLC (collectively, Phelan) have completed public improvements that are eligible for credit or reimbursement for the Lathrop Gateway Business Park Specific Plan Area (LGBPSP). The Public Infrastructure Credit and Reimbursement Agreement (Agreement) serves as a tool to provide a current statement of credits and reimbursements. The Agreement also details the mechanisms for applying credits and disbursing funds to Phelan as the project advances.

City Council accepted the public improvements associated with the Subdivision Improvements Agreements (SIAs) for Parcel Maps (PM) 19-03 and 21-02 and GASB 34 Reports were approved to represent the value of the improvements at that time. After Council acceptance of improvements, the developer recognized additional costs associated with the improvements not included in the original GASB 34 Reports. These costs include engineering, design, change orders, permitting, and other soft costs. To ensure the City's asset records are accurate, staff request that City Council approve the adjusted GASB 34 Report values.

Staff recommends that City Council adopt a resolution to approve the Public Infrastructure Credit and Reimbursement Agreement with Phelan relating to the LGBPSP and approve the adjustments to the GASB 34 Reports associated with the public improvements for PM 19-03 and 21-02.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME & GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND AN ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02****BACKGROUND:**

On February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No 15-03 to approve the Vesting Tentative Parcel Map 13-69 (VTM-13-69) for the Lathrop Gateway Business Park with Conditions of Approval for development consistent with the LGBPSP. On January 24, 2018, the City of Lathrop Planning Commission approved Time Extension No 18-01 (TE-18-01) for VTM-13-69 by Resolution No 18-01, which extended the life of the map to February 11, 2020.

On December 20, 2018, the City of Lathrop Planning Commission approved a Minor Specific Plan Amendment No 18-71 (SPA-18-71) and Site Plan Review No 18-40 (SPR-18-40) to construct ten (10) tilt-up buildings totaling approximately 3,035,000 square feet of speculative industrial warehouse space, developed in three phases. Public Works Condition of Approval No 27 for VTM-13-69 states that any facilities or roadways included in the Capital Facility Fee Study for LGBPSP that Phelan constructs may be included in a credit/reimbursement agreement.

Pursuant to Lathrop Municipal Code Chapter 3.22 "Credits and Reimbursements", a developer may be eligible for a fee credit or reimbursement as determined by the City Engineer. Phelan has completed improvements to roadways and intersections, stormwater facilities, sewer facilities, and other infrastructure required to support the LGBPSP.

The City imposes impact fees upon new development in the LGBPSP area that benefit from the infrastructure improvements constructed by Phelan. On October 14, 2019, City Council adopted the LGBPSP Capital Facility Fees Study. A schedule of LGBPSP impact fees is included as Exhibit B of Attachment B. The proposed Agreement will help ensure timely collection and payment of reimbursements to Phelan.

The developer has accumulated credits against the following impact fees: local transportation, sewer collection system, and storm drainage. These credits are eligible for credit allocation to Phelan for Phase 1 and 2 of the project which are included as Exhibit C of Attachment B. Remaining credits will be transferred to reimbursement to Phelan included as Exhibit D of Attachment C.

On July 11, 2022, and October 14, 2024, City Council accepted the public improvements associated PM 19-03 and 21-02, respectively. After acceptance, the developer recognized additional costs associated with the improvements that were not included in the original GASB 34 Report. These costs include engineering, design, change orders, permitting, and other soft costs. Staff is requesting Council approve the adjusted GASB 34 Report values, included as Attachment B, to ensure that the City's asset records are accurate.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME & GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND AN ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02****REASON FOR RECOMMENDATION:**

Staff recommends that City Council approve the adjusted GASB 34 Reports to ensure the City's asset records accurately reflect all eligible costs and approve the proposed Public Infrastructure Credit and Reimbursement Agreement with Phelan to provide a clear, current statement of credits and reimbursements and to establish the mechanisms for applying credits and disbursing reimbursements as the project advances.

FISCAL IMPACT:

There is no fiscal impact to the City. All staff time associated with preparing the Agreement has been paid by Phelan.

ATTACHMENTS:

- A. Resolution to Approve a Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC, and Lasalle Income & Growth Fund VII REIT, LLC Relating to the Lathrop Gateway Business Park Specific Plan Area and an Adjustment to the GASB 34 Reports Associated with the Public Improvements for Parcel Maps 19-03 and 21-02
- B. Adjusted GASB 34 Report Amounts
- C. Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC, and LaSalle Income & Growth Fund VII REIT, LLC Relating to the Lathrop Gateway Business Park Specific Plan Area


CITY MANAGER'S REPORT

PAGE 4

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING


APPROVE A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME & GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND AN ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02

APPROVALS:



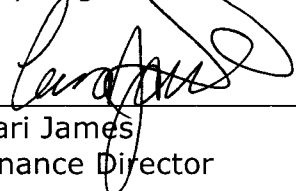
Bellal Nabizadah
Assistant Engineer

6/4/25
Date



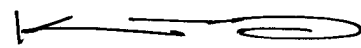
Brad Taylor
City Engineer

6/4/2025
Date



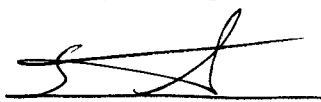
Cari James
Finance Director

6/4/2025
Date



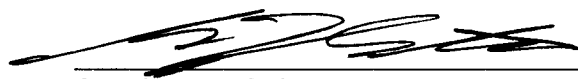
Michael King
Assistant City Manager

6.4.2025
Date



Salvador Navarrete
City Attorney

6.4.2025
Date



Stephen J. Salvatore
City Manager

6.5.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME & GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND AN ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02

WHEREAS, on February 11, 2015, the City of Lathrop Planning Commission adopted Resolution No. 15-03 to approve Vesting Tentative Parcel Map 13-69 (VTM-13-69) for the Lathrop Gateway Business Park with Conditions of Approval for development consistent with the Lathrop Gateway Business Park Specific Plan Area (LGBPSP); and

WHEREAS, on January 24, 2018, the City of Lathrop Planning Commission adopted Resolution No. 18-01 to approve Time Extension No. 18-01 (TE-18-01) for VTM-13-69, which extended the life of the map to February 11, 2020; and

WHEREAS, on December 20, 2018, the City of Lathrop Planning Commission adopted Minor Specific Plan Amendment No. 18-71 (SPA-18-71) and Site Plan Review No. 18-40 (SPR-18-40) to construct ten tilt-up buildings totaling approximately 3,035,000 square feet of speculative industrial warehouse space, developed in three phases; and

WHEREAS, Public Works Condition of Approval No. 27 for VTM-13-69 states that any facilities or roadways included in the Capital Facility Fee Study for the LGBPSP that Phelan-Haugen, LLC and LaSalle Income & Growth Fund VII REIT, LLC (collectively, Phelan) constructs may be included in a credit/reimbursement agreement; and

WHEREAS, pursuant to Lathrop Municipal Code Chapter 3.22, "Credits and Reimbursements," a developer may be eligible for a fee credit or reimbursement as determined by the City Engineer, and Phelan has completed improvements to roadways, intersections, stormwater facilities, sewer facilities, and other infrastructure required to support the LGBPSP; and

WHEREAS, the City imposes impact fees upon new development in the LGBPSP area that benefit from the infrastructure improvements constructed by Phelan; on October 14, 2019, City Council adopted the LGBPSP Capital Facility Fees Study, and a schedule of LGBPSP impact fees is included as Exhibit B of Attachment B to the City Manager's Report for this item; and

WHEREAS, Phelan has accumulated credits against the following impact fees: local transportation, sewer collection system, and storm drainage; these credits are eligible for credit allocation to Phelan for Phases 1 and 2 of the project, as shown in Exhibit C of Attachment B to the City Manager's Report for this item; and

WHEREAS, remaining credits will be transferred to reimbursement to Phelan, as shown in Exhibit D of Attachment B to the City Manager's Report for this item; and

WHEREAS, on July 11, 2022, and October 14, 2024, City Council accepted the public improvements associated with Parcel Maps 19-03 and 21-02, respectively; and

WHEREAS, after acceptance, the developer recognized additional costs associated with the improvements that were not included in the original GASB 34 Report, including engineering, design, change orders, permitting, and other soft costs; Council is provided with this opportunity to approve the adjusted GASB 34 Report values, included as Attachment B to the City Manager's Report that accompanied this Resolution, to ensure that the City's asset records are accurate.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC and LaSalle Income & Growth Fund VII REIT, LLC relating to the Lathrop Gateway Business Park Specific Plan Area and the adjusted GASB 34 Reports for the public improvements associated with Parcel Maps 19-03 and 21-02, as shown in Attachment B to the City Manager's Report that accompanied this Resolution.

PASSED AND ADOPTED by the City Council of the City of Lathrop on this 9th day of June 2025 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

REVISED GASB 34 REPORTS FOR LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN

Gateway Phase 1		
Item	Original Approved Amount	Revised Amount
Staking	\$ -	\$ 115,250.00
Traffic Control	\$ -	\$ 90,000.00
Grading	\$ -	\$ 2,211,084.00
Paving	\$ 3,726,640.00	\$ 608,156.00
Curb N Gutter	\$ -	\$ 580,516.00
Striping and Signage	\$ -	\$ 100,500.00
Fence and Gate	\$ -	\$ 117,215.00
Storm Drain	\$ 759,540.00	\$ 495,266.00
Sewer	\$ 748,145.00	\$ 2,970,992.00
Sewer Pump Station	\$ 1,163,490.00	\$ -
Basin	\$ 306,895.00	\$ -
Water	\$ 474,125.00	\$ 662,119.00
Recycled Water	\$ 238,170.00	\$ -
Traffic Signal	\$ 300,000.00	\$ 1,125,092.00
Joint Trench	\$ -	\$ 421,894.00
Electrical	\$ 343,975.00	\$ -
Landscape	\$ -	\$ 217,325.00
Administrative	\$ -	\$ 549,366.00
Design Engineering	\$ -	\$ 665,831.00
Total	\$ 8,060,980.00	\$ 10,930,606.00

Gateway Phase 2		
Item	Original Approved Amount	Revised Amount
Staking	\$ 55,000.00	\$ 55,000.00
Traffic Control	\$ 150,000.00	\$ 150,000.00
Grading	\$ 1,041,209.00	\$ 1,041,209.00
Paving	\$ 1,435,354.00	\$ 1,435,354.00
Curb N Gutter	\$ 575,185.00	\$ 575,185.00
Striping and Signage	\$ 92,000.00	\$ 92,000.00
Fence and Gate	\$ 150,625.00	\$ 150,625.00
Storm Drain	\$ 812,574.00	\$ 812,574.00
Sewer	\$ 1,076,545.00	\$ 1,076,545.00
Water	\$ 830,394.00	\$ 830,394.00
Traffic Signal	\$ 498,156.00	\$ 498,156.00
Joint Trench	\$ 463,643.00	\$ 463,643.00
Electrical	\$ 30,228.00	\$ 30,228.00
Landscape	\$ 188,070.00	\$ 188,070.00
Administrative	\$ 425,214.00	\$ 425,214.00
Design Engineering	\$ 193,500.00	\$ 313,894.00
Total	\$ 8,017,697.00	\$ 8,138,091.00

**PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT
AGREEMENT WITH PHELAN-HAUGEN, LLC, AND LASALLE INCOME
& GROWTH FUND VII REIT, LLC RELATING TO THE LATHROP
GATEWAY BUSINESS PARK SPECIFIC PLAN AREA**

This Public Infrastructure Credit and Reimbursement Agreement Relating to the Lathrop Gateway Business Park Specific Plan Area ("**Agreement**") is made and entered into this ____ day of _____ 2025 ("**Effective Date**") by and between the City of Lathrop ("**City**"), a municipal corporation of the State of California ("**City**"), and Phelan-Haugen, LLC, a California limited liability company ("**Phelan**") and LaSalle Income & Growth Fund VII REIT, LLC, a Delaware limited liability company ("**LaSalle**") (Phelan and LaSalle are collectively referred to as "**Developer**"). City and Developer may be collectively referred to herein as the "**Parties**" or individually as a "**Party**".

RECITALS

A. The "**Project**," as referenced in this Agreement, consists of the development of approximately 171 acres of industrial property located within the southern part of the City. The property comprising the Project site is more fully shown on **Exhibit A** attached hereto and incorporated herein by this reference.

B. Vesting Tentative Map 13-69 ("VTM-13-69") was approved on February 11th, 2015 by Planning Commission Resolution No. 15-03 which included Conditions of Approval for the Project. The Conditions of Approval for VTM-13-69 are applicable hereto and incorporate herein by reference.

C. The Specific Plan for the Project, as referenced in this Agreement as the "**Lathrop Gateway Business Park Specific Plan**" or "**LGBPSP**", applies to approximately 384 acres of land that has been designated for development as the Lathrop Gateway Business Park Specific Plan Area (the "**LGBPSP Area**").

D. Within the LGBPSP Area, there are approximately 77 acres in public use of some kind, e.g. roads, public improvements, etc. Developer owns or controls approximately 175 acres within the LGBPSP Area and approximately 132 acres are owned by others.

E. City has been working with Developer and other interested parties to complete certain improvements benefiting the Project and the LGBPSP Area, including improvements to expand capacity of existing water system, sewer facilities, storm drainage and regional storm drainage outfall infrastructure, transportation improvements, and other related infrastructure, which will be eligible for reimbursement to Developer ("**Future Facilities**").

F. The City imposes certain fees upon new development, including, but not limited to development impact fees, capacity fees, capital facilities fees, cost reimbursement fees, and any other applicable fee or charge imposed on the development of any property within the LGBPSP Area (collectively, "**Impact Fees**"). A schedule of LGBPSP Impact Fees applicable to any project in the LGBPSP Area is included herein as **Exhibit B**.

G. Developer has paid certain expenses for certain improvements, or made such improvements, and is entitled to a credit against Impact Fees ("**Credit**"), and has provided certain improvements up to the date of execution of the Assignment for which Developer is entitled to a reimbursement ("**Reimbursement**") from fees paid by or on behalf of such other properties within the

LGBPSP Area. The purpose of this Agreement is to detail the mechanisms for the application of Credits and payment of Reimbursements to Developer for those items set forth in the Exhibits to this Agreement. The existing Credits and Reimbursements are set forth in Exhibits C and Exhibit D hereof.

H. The Parties have agreed that all provisions of the Lathrop Municipal Code, including without limitation Chapter 3.22 thereof, have been met and complied with by Developer as to the existing Credits and Reimbursements referenced in Recital G above. As such, those Credits shall be applied, and Reimbursements paid, exclusively in accordance with the terms hereof and the Assignment. Parties have agreed that all reimbursements will be split equally between Phelan and LaSalle.

I. The Parties acknowledge that they cannot alter the rights of third parties, including owners and developers of land in the LGBPSP Area, by this Agreement. Accordingly, nothing in this Agreement shall be interpreted to alter or impair such rights, to require the City to forego compliance with provisions of applicable law ("***Applicable Law***") that establish or protect those rights, or to pre-commit the City to any action as to which any third party is entitled to notice and hearing before such action is taken.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. City and Developer Obligations.

(a) City Obligations:

(i) To help ensure timely payment of Reimbursements to Developer as contemplated hereunder, City shall impose, to the extent permitted by Applicable Law, a condition of approval for any development in the LGBPSP Area that requires each owner whose property is benefitted by public improvements (1) be subject to Impact Fees and (2) be obligated to pay to the City the entirety of its respective Impact Fees prior to issuance any building permit for any building on said property ("Benefitted Property"). In connection therewith, the Benefitted Property Owner(s) shall be required, to the extent permitted by Applicable Law and as a condition of development approval, to participate in the establishment of any Impact Fee that would collect the proportionate share of the reimbursable costs from each Benefitted Property Owner. Notwithstanding, the City may extend and maintain its current fee deferral program, which defers some City impact fees to the certificate of occupancy, with respect to Impact Fees affecting property in the LGBPSP Area.

(ii) To the extent permitted by Applicable Law, City shall collect all fees required by City ordinance and resolution before issuance of any building permit issued for any property in the LGBPSP Area.

(iii) As required by Applicable Law, City shall reasonably cooperate with Developer to adopt or amend any Impact Fees and any other applicable fee or charge imposed on properties within the LGBPSP Area.

(iv) Upon Developer's request, but not more than twice annually, City shall provide Developer an accounting of all Impact Fees allocated by each Developer and/or received by the City, if any, during the prior reporting period and prepare an update to one or more of the Exhibits to this Agreement.

(b) Developer Obligations:

Developer shall timely comply with the requirements of this Agreement.

3. Fee Credits.

(a) Amount. Consistent with the applicable terms and conditions of this Agreement, Developer has accumulated Credits against Impact Fees. The Credits shall or have been be applied against the payment by Developer of the appropriate Impact Fee in the amounts set forth in **Exhibit C**, subject to inflationary provisions provided by the City's legislative documents establishing each Impact Fee. Notwithstanding any provision to the contrary, in no event shall the total amount of Credits applied under this Agreement exceed the aggregate Impact Fees collected by the City for the LGBPSP Area or the GASB 34 Reports provided by the Developer and approved by the City.

(b) Credits. City has issued credits for Phase 1 and Phase 2 of the Project prior to this Agreement as detailed in Exhibit C.

(c) Accounting of Impact Fee(s) allocated by Developer.

(i) Upon request of Developer, City shall provide Developer a courtesy copy of each and every City Building Division permit invoice issued for land within the LGBPSP Area to allow Developer to confirm that City is collecting amounts consistent with this Agreement and adopted Impact Fees.

(ii) In the event that Developer identifies any inaccuracies, Developer shall make the City aware of the issues and City shall use best commercial efforts to collect any sums erroneously under-charged or charged in error.

4. Reimbursement.

(a) Impact Fees to Fund Reimbursement. The City has adopted the LGBPSP Capital Facility Fees, and may adopt additional fees and charges which shall be adopted and enforced in compliance with Applicable Law. City shall apply all Capital Facility Fee revenue received to payment of the applicable Reimbursement, as set forth in **Exhibit D** and the City's reimbursements to Developer shall be evidenced substantially as indicated in that exhibit, within a reasonable time after payments made to the City. Notwithstanding Chapter 3.22 of the Lathrop Municipal Code, many of the improvements for which reimbursement are due have been completed (or bonded for) such that all payments received from owners or developers of Benefitted Properties will be reimbursed to Developer. As this is not true of all improvements, **Exhibit D** indicates the specific reimbursement terms for each such improvements. Notwithstanding any provision to the contrary, in no event shall the total amount of Reimbursements paid under this Agreement exceed the aggregate Impact Fees collected by the City for the LGBPSP Area or the GASB 34 Reports provided by the Developer and approved by the City.

(b) Scope and Timing of Reimbursement.

(i) To the extent provided by the Agreement, Developer is entitled to Reimbursements in the amounts set forth in **Exhibit D**.

(ii) Timing of Reimbursement to Developer shall occur within a reasonable time (not to exceed thirty (30) days) after payments made to the City as provided in paragraph (a) of this section above. City shall deliver such reimbursement to the address set forth in Section 11 below.

(iii) City further agrees that no person or entity may be issued a credit in lieu of paying any of the Impact Fees covered by **Exhibit B** except as required by Applicable Law.

5. Future Improvements to be Credits or Reimbursements.

(a) The City may, from time to time, request that Developer construct or fund the construction of Future Facilities, for which Developer shall be entitled to additional Credits or Reimbursements. To the extent the Parties agree to the provision of Future Facilities by Developer, including the amount of the Credit or Reimbursement to be paid to Developer, and to the extent that City has established a funding mechanism or identified sufficient funds to credit or reimburse Developer upon compliance with Applicable Law, including Chapter 3.22 of the Lathrop Municipal Code with respect to those Future Facilities, such Future Facilities Credit and Reimbursement amounts shall be added to **Exhibit C** and **Exhibit D** as an amendment to this Agreement and shall be treated in the same manner as all other Credits and Reimbursements in accordance with Section 3 and Section 4 above. Notwithstanding any provision to the contrary, in no event shall the total amount of Credits or Reimbursements applied or paid under this Agreement, including those added for Future Facilities, exceed the aggregate Impact Fees collected by the City for the LGBPSP Area or the GASB 34 Reports provided by the Developer and approved by the City.

(b) The Parties agree that all provisions of the Lathrop Municipal Code, including without limitation Chapter 3.22 thereof have been complied with for the credits and reimbursements outlined in **Exhibits C and D**. As such, those credits shall be applied by, and reimbursements paid to, Developer exclusively in accordance with the terms hereof.

6. Term of Agreement.

(a) This Agreement shall commence on the Effective Date and shall terminate when Developer has received all Credits and Reimbursements provided for in this Agreement and under Applicable Law.

7. Indemnification. The Developer, by execution of this Agreement, specifically agrees to protect and assume the defense of, indemnify and hold harmless City and its elected representatives, officers, employees, agents and consultants (the “**Indemnitees**”), from and against all liabilities, actions, lawsuits, damages, claims, losses, or expenses of every type and description, including attorneys’ and consultants’ fees and expenses, (collectively, “**Liabilities**”), to which they may be subjected or put, by reason of or resulting from the design, construction, or installation of certain improvements , except to the extent the Liabilities arise from the sole negligence, or willful misconduct of City and/or the Indemnitees. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. Notwithstanding the foregoing, following the acceptance of the improvements by City, or if there is an applicable warranty, following the end of any applicable warranty period, the Developer shall not be obligated

to indemnify the Indemnitees for Liabilities to the extent that such Liabilities arise from Indemnitees' active or passive negligence following acceptance of the improvements.

8. Governing Law. This Agreement shall be governed by the laws of the State of California.
9. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, permitted assigns and successors in interest.
10. Assignment. Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto, in the same manner as if such Parties had been expressly named herein.
11. Notices. For purposes of this Agreement, "**notice**" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330 Attn: City Clerk
With a concurrent copy to:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330 Attn: Salvador Navarrete, City Attorney Email: snavarrete@ci.lathrop.ca.us
If to Developer:	Phelan-Haugen, LLC 450 Newport Center Drive #405 Newport Beach, CA 92660 Attn.: David Haugen Email: dhaugen@phelandevco.com
With a courtesy copy to:	LaSalle Income & Growth Fund VII REIT 333 W Wacker Drive Suite 2300 Chicago, IL 60606 Attn.: Email:

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 11.

12. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address (or wiring instructions) as Developer shall from time to time specify in writing to City:

Phelan-Haugen, LLC
450 Newport Center Drive #405
Newport Beach, CA 92660
Attn.: David Haugen
Email: dhaugen@phelandevco.com

13. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.
14. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement between the Parties, the prevailing Party shall be entitled to an award against the other Party of reasonable and actual attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.
15. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.
16. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.
17. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.
18. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.
19. Entire Agreement. This Agreement, constitutes the entire agreement between the Parties regarding its subject. The Agreement may be amended pursuant to Section 13.
20. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. In particular, and without limitation, no other purchaser of land from Developer shall have any right to enforce this Agreement.
21. Minor Modifications

The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to this Agreement may be required from time to time. "Minor Changes" mean changes to this Agreement that are consistent with the LGBPSP which do not result in a change in use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Execution Date of the

Agreement. Changes to the exhibits contained herein shall be delegated to appropriate City staff and not be considered “Minor Modifications.”

Accordingly, the Parties may mutually agree they will cooperate in good faith to make “Minor Changes” to this Agreement to be evidenced by their approval and execution of an “Operating Memorandum” reflecting such Minor Changes. To the extent permitted by Applicable Law:

(a) Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing.

(b) The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are “Minor Changes” subject to this Section 21 or more significant changes requiring amendment of this Agreement.

(c) The City Manager may execute any Operating Memorandum without City Council action.

22. Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. Signatures may be given by facsimile, emailed PDF, or other electronic means with the same force and effect as signed, wet originals.

23. Exhibits

Exhibit A: Depiction of Project Site

Exhibit B: LGBPSP Capital Facility Fees (July 1, 2023)

Exhibit C: Accounting of Credits

Exhibit D: Accounting of Reimbursements

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF LATHROP,
a California municipal corporation

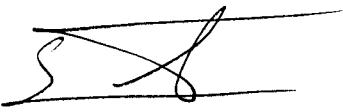
By: _____
Stephen J. Salvatore
City Manager

ATTEST:

City Clerk of and for the City
of Lathrop, State of California

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete
City Attorney

DEVELOPER:

Phelan-Haugen, LLC,
a California limited liability company

By: Haugen Investments, LLC,
a California limited liability company
Its Managing Member

BY: _____
David M. Haugen
Manager

LaSalle Income & Growth Fund VII REIT, LLC.
a Delaware limited liability company

BY: LaSalle Income & Growth Fund VII, L.P.,
a Delaware limited partnership

BY: LaSalle Income & Growth Fund GP, LLC.,
a Delaware limited liability company

BY: _____
ITS: _____

BY: _____
ITS: _____

EXHIBIT A

DEPICTION OF PROJECT SITE

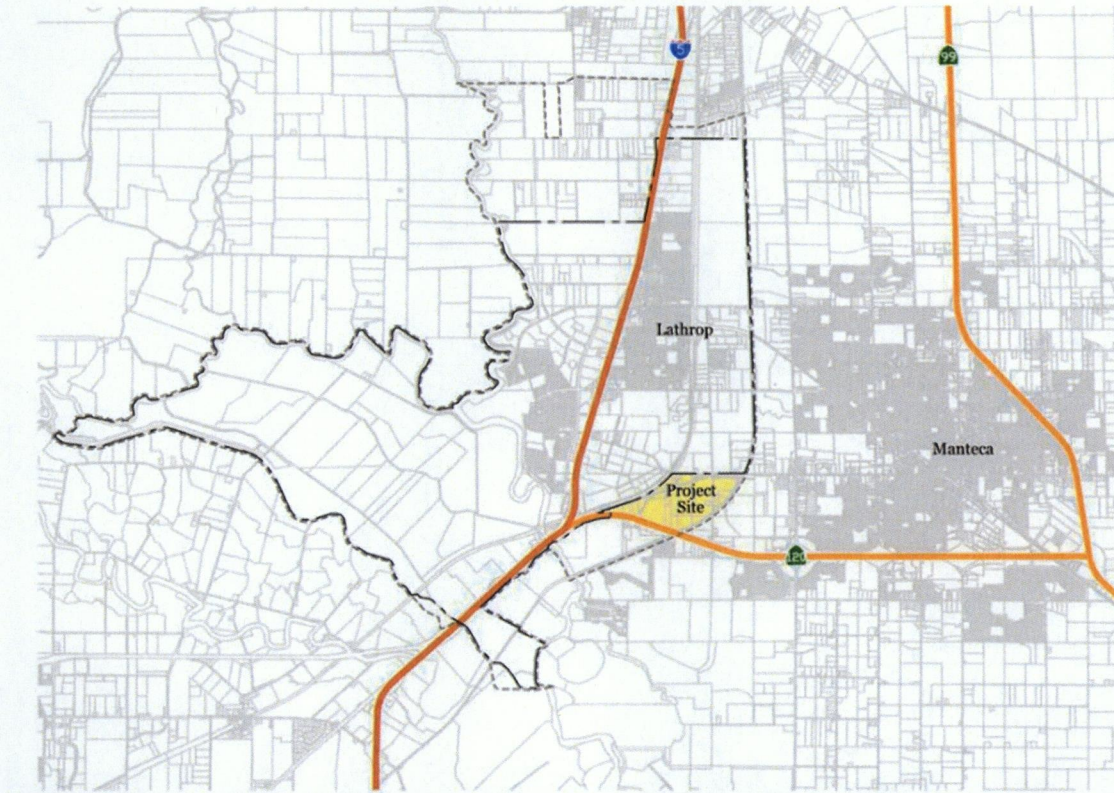


EXHIBIT B

LGBPSP CAPITAL FACILITY FEES (MARCH 24, 2025)

IX. CAPITAL FACILITY FEES

CITY OF LATHROP		
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Effective March 24, 2025

LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (LGBPSP)

Type of Development	Units	Municipal Service Facilities
Service/Retail Commercial	1,000 sq. ft.	\$ 2,941
Other Non-Residential	1,000 sq. ft.	\$ 1,765

	Units	Surface Water Supply Buy-In	Water System Buy-In	Water System Well Improv.	Sewer/ Recycled Water System	Recycled Water Outfall
	5/8"	\$ 4,567	\$ 1,543	\$ 948	\$ 1,357	\$ 57
	1" Fire Service	\$ 4,567	\$ 1,543	\$ 948	\$ 1,357	\$ 57
	3/4"	\$ 6,851	\$ 2,316	\$ 1,422	\$ 2,035	\$ 86
	1"	\$ 11,418	\$ 3,859	\$ 2,371	\$ 3,392	\$ 143
	1 1/2"	\$ 22,835	\$ 7,717	\$ 4,741	\$ 6,783	\$ 285
All New Development (by size of water meter)	2"	\$ 36,536	\$ 12,347	\$ 7,586	\$ 10,853	\$ 456
	3"	\$ 68,505	\$ 23,152	\$ 14,224	\$ 20,351	\$ 856
	4"	\$ 114,175	\$ 38,587	\$ 23,707	\$ 33,918	\$ 1,427
	6"	\$ 228,350	\$ 77,173	\$ 47,414	\$ 67,835	\$ 2,852
	8"	\$ 365,360	\$ 123,477	\$ 75,864	\$ 108,536	\$ 4,564
	10"	\$ 662,215	\$ 223,802	\$ 137,501	\$ 196,722	\$ 8,273

	Units	Water Line Water Loop	Units	Water Line Non-Water Loop	Ag Mitigation Eff 3/24/2025
Shopping Center	Acre	\$ 7,052	Liner Foot	\$ 191.14	
Office Park	Acre	\$ 7,052	Liner Foot	\$ 191.14	
Industrial Park	Acre	\$ 7,052	Liner Foot	\$ 191.14	
Warehouse	Acre	\$ 7,052	Liner Foot	\$ 191.14	
All Development	Acre				\$ 3,523

	Units	Water System Storage	Sewer Collection System	Storm Drainage	Regional Storm Drainage
Shopping Center	1,000 sq. ft.	\$ 710	\$ 875	\$ 4,605	\$ 436
Office Park	1,000 sq. ft.	\$ 670	\$ 768	\$ 4,040	\$ 382
Industrial Park	1,000 sq. ft.	\$ 533	\$ 368	\$ 2,498	\$ 236
Warehouse	1,000 sq. ft.	\$ 152	\$ 368	\$ 2,498	\$ 236

	Units	Local Transportation	County CFF Eff 1/1/24
Office Commercial	1,000 sq. ft.	\$ 20,638	\$ 890
Retail Commercial	1,000 sq. ft.	\$ 7,245	\$ 600
Industrial / Limited Industrial	1,000 sq. ft.	\$ 1,600	\$ 170
Warehouse	1,000 sq. ft.	\$ 1,600	\$ 170

IX. CAPITAL FACILITY FEES

CITY OF LATHROP

Effective March 24, 2025

LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (LGBPSP)

	Units	San Joaquin RTIF 8/26/24
Single Family	1,000 sq. ft.	
Multi-Family	1,000 sq. ft.	
Industrial / Limited Industrial	1,000 sq. ft.	\$ 1,500
Office Commercial	1,000 sq. ft.	\$ 2,220
Retail Commercial	1,000 sq. ft.	\$ 1,760
Warehouse	1,000 sq. ft.	\$ 750

	Per Gross Developable	Mossdale Tract Regional Levee Impact Fee Eff 7/1/24	Levee Impact Admin Fee Eff 7/1/24
Single Family - Residential	Acre	\$ 23,333	\$ 718
Multi-Family - Residential	Acre	\$ 21,835	\$ 672
Commercial	Acre	\$ 22,077	\$ 679
Industrial	Acre	\$ 17,293	\$ 532

**ADD 3% ADMINISTRATIVE FEE TO CUMULATIVE TOTAL OF ALL CFF FEES AND CREDITS
EXCLUDING THE SAN JOAQUIN RTIF AND LEVEE IMPACT**

Based on ENR 20-cities CCI for: Dec-24 13,632

EXHIBIT C**GATEWAY BUSINESS PARK SPECIFIC PLAN: CREDITS**

As of: November 13, 2023

Gateway Business Park Specific Plan: Credits

Fee Type	Local Transportation	Sewer Collection System	Storm Drainage
Type/Created	CFF (October 2019)	CFF (October 2019)	CFF (October 2019)
Credit?	Yes	Yes	Yes
Total Credit Available	\$999,491.00	\$1,984,785.00	\$5,744,896.00
Credit Allocated to Phase 1 and Phase 2	\$999,491.00	\$569,289.74	\$3,871,786.69
Total Remaining Credit Transferred to Reimbursement	\$0.00	\$1,415,495.26	\$1,873,109.31
Source/Authority	Goodwin CFF 3 Oct 2019	Goodwin CFF 23 Jan 2019	Goodwin CFF 23 Jan 2019

EXHIBIT D

GATEWAY BUSINESS PARK SPECIFIC PLAN: REIMBURSEMENTS

As of: November 13, 2023

Gateway Business Park Specific Plan: Reimbursements

Fee Type	Sewer Collection System	Storm Drainage
Type/Created	CFF (October 2019)	CFF (October 2019)
Credit?	No	No
Total \$	\$1,415,495.26	\$1,873,109.31
Source/Authority	Goodwin CFF 23 Jan 2019	Goodwin CFF 23 Jan 2019

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ITEM 4.9

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 6 WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Approve Amendment No. 6 with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04 and Approve Budget Amendment**

SUMMARY:

The Manthey Road Bridge Project, originally constructed in 1926 and spanning the San Joaquin River, has been identified by Caltrans as needing rehabilitation or replacement to ensure continued public safety. In response to this critical need, the City successfully applied for and secured grant funding through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP). Caltrans, acting on behalf of the FHWA, will administer the federal funds and oversee the environmental clearance process associated with the bridge replacement project.

In 2024, Caltrans sought additional services to finalize the environmental clearance process, necessitated by two newly identified events. The details of these events are as follows:

- Reversal of decision by Caltrans on documentation needed to satisfy Section 106 (cultural studies) requirements.
- The recent change in status for the SF Bay-Delta Long Fin Smelt.

City staff, in collaboration with WSP, has been actively working with Caltrans to obtain the required environmental approvals for the Manthey Road Bridge Replacement Project. However, final approval is still pending, which has prompted this request for a contract amendment to allow additional time and resources to complete the process.

Staff request City Council approval of Amendment No. 6 with WSP, in the amount of \$47,866 to provide additional Professional Consulting Services required to complete the environmental documentation process for the Project and extend the term of the Agreement until June 30, 2026. In addition, staff anticipates the need for an additional \$12,134 to cover incidental and unforeseen project-related costs, bringing the total requested budget amount to \$60,000.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVAL OF AMENDMENT NO. 6 WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04**

To fund this amendment, staff is also requesting City Council approval of a budget amendment to transfer \$30,000 from the W/C Lathrop Local Transportation CFF Fund (2320) and \$30,000 from the RTIF Lathrop Local West CFF Fund (2360) to the project budget.

BACKGROUND:

On February 3, 2014, the City Council approved a contract with WSP in the amount of \$1,411,350 to provide Preliminary Engineering and Environmental Services for the Manthey Road Bridge Replacement Project. The existing bridge, built in 1926 and spanning the San Joaquin River approximately 0.3 miles northeast of Stewart Road, has been identified by Caltrans as requiring rehabilitation or replacement to meet current safety standards. The objective of this project is to replace the aging structure to enhance public safety and improve local infrastructure for all users.

To address evolving project requirements, on July 20, 2015, the City Council approved Amendment No. 1 to the original contract. This amendment expanded the project scope to include the preparation of an Extended Phase I (XPI) Cultural Survey, a Feasibility Study, and a Water Quality Assessment Report, as directed by Caltrans. The cost for these additional services was \$162,019, which was incorporated into the FY 2015/2016 budget for the project.

In order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey, and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018. The total amount for Amendment No. 2 was \$330,957 with a termination date of June 30, 2019. However, more time was needed for the completion of the original scope of services and City Council extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3. No additional cost was identified, and the termination date was extended to June 30, 2022.

Additionally, Amendment No. 4 dated April 11, 2022 was added to satisfy the requirements from Caltrans Cultural Studies Office (CSO), a project-specific Programmatic Agreement (PA) was needed to address archaeological sensitivity. WSP also need to perform additional preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB). The Total amount for Amendment No. 4 was \$86,900.

Furthermore, on September 9, 2024, Council approved Amendment No. 5 with WSP to provided additional coordination services and extended the term of the Agreement until June 30, 2025. Staff also requested Council approval of a budget amendment, totaling \$90,000. \$75,000 for WSP and \$15,000 for incidental and unforeseen costs associated with the project.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVAL OF AMENDMENT NO. 6 WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04**

Staff is now requesting Council approve Amendment No. 6 with WSP to provide additional Professional Consulting Services (included as Attachment B) and extend the term of the Agreement until June 30, 2026. Staff is also requesting Council approve a budget amendment totaling \$60,000. The budget amendment needed will encumber \$47,866 for WSP and \$12,134 to cover incidental and unforeseen costs. This will require transferring \$30,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$30,000 from the RTIF Lathrop Local West CFF Fund 2360, totaling \$60,000 to the Manthey Road Bridge Replacement Project.

These efforts continue to support the project’s goal of replacing the outdated bridge with a modern structure that ensures improved safety and infrastructure reliability for the community.

REASON FOR RECOMMENDATION:

Staff respectfully request that the Council approve Amendment No. 6 with WSP for the Project and authorize the associated budget amendment. This approval will expand the original project scope to address unforeseen conditions identified by Caltrans Environmental, adjust the project schedule to account for the additional work, maintain project continuity and efficiency evolving coordination requirements; and provide the necessary funding to support the expanded scope of work as detailed in WSP’s proposal. In addition, it will extend the term of the Agreement until June 30, 2026. Approval of this amendment is essential to ensure continued progress and compliance with environmental and regulatory standards.

FISCAL IMPACT:

Staff request City Council approve a budget amendment transferring \$30,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$30,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project, CIP PS 12-04 as follows:

Increase Transfer Out 2320-9900-990-9010		\$30,000
Increase Transfer Out 2360-9900-990-9010		\$30,000
Increase Transfer In 3310-9900-393-0000	PS 12-04	\$60,000
Increase Expenditure 3310-8000-420-8300	PS 12-04	\$60,000

ATTACHMENTS:

- A. Resolution To Approve Amendment No. 6 with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04 and Approve Budget Amendment
- B. Contract Amendment No. 6 with WSP USA, Inc. to the Professional Consulting Services Agreement for the Manthey Road Bridge replacement Project, CIP PS 12-04

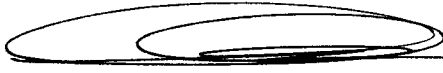
CITY MANAGER'S REPORT

PAGE 5

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

APPROVAL OF AMENDMENT NO. 6 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

APPROVALS:



Leisser Mazariegos
Project Manager

May 29, 2025
Date



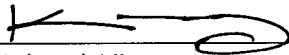
Brad Taylor
City Engineer

5/29/2025
Date



Cari James
Finance Director

5/29/2025
Date



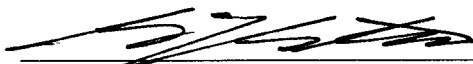
Michael King
Assistant City Manager

5.30.2025
Date



Salvador Navarrete
City Attorney

5.29.2025
Date



Stephen J. Salvatore
City Manager

6.3.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AMENDMENT NO. 6 WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04 AND APPROVE BUDGET AMENDMENT

WHEREAS, on February 3, 2014, Council approved a Professional Consulting Services Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) in the total amount of \$1,411,350 for Preliminary Engineering and Environmental Services associated with the Manthey Road Bridge Replacement Project, CIP PS 12-04; and

WHEREAS, on July 20, 2015, Council approved Amendment No. 1 to amend the original project scope and include the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report per Caltrans direction, in the amount of \$162,019; and

WHEREAS, in order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018, in the amount of \$330,957; and

WHEREAS, the termination date for Amendment No. 2 was on June 30, 2019. However, more time was needed for the completion of the original scope of services and the City extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3 dated May 20, 2020. No additional cost was identified and the new termination date was extended to June 30, 2022; and

WHEREAS, on April 11, 2022, Council approved Amendment No. 4 to amend the project scope for a project-specific Programmatic Agreement (PA) that was needed in order to satisfy the requirements from the California Department of Transportation (Caltrans) Cultural Studies Office (CSO). WSP also needed to provide additional coordination services that include preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB); and

WHEREAS, on September 9, 2024, Council approved Amendment No. 5 to provide additional coordination services with Caltrans Environmental in the amount of \$59,035.00 and extend the term of the Agreement until June 30, 2025; and

WHEREAS, staff request Council approve Amendment No. 6 with WSP USA, Inc. for a total cost of \$47,866 to provide additional Professional Consulting Services related to the environmental clearance process for the Project (detailed in Attachment B of the City Manager's Report) and extend the term of the Agreement until June 30, 2026. An additional \$12,134 is needed for incidental and unforeseen costs, totaling a budget amendment of \$60,000; and

WHEREAS, staff also request City Council approve a budget amendment transferring \$30,000 from the W/C Lathrop Local Transportation CFF Fund 2320 and \$30,000 from the RTIF Lathrop Local West CFF Fund 2360 to the Manthey Road Bridge Replacement Project, CIP PS 12-04 as follows:

Increase Transfer Out 2320-9900-990-9010		\$30,000
Increase Transfer Out 2360-9900-990-9010		\$30,000
Increase Transfer In 3310-9900-393-0000	PS 12-04	\$60,000
Increase Expenditure 3310-8000-420-8300	PS 12-04	\$60,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 6 with WSP USA, Inc. to provide additional Professional Consulting Services (detailed in Attachment B of the City Manager's Report), and extend the term of the Agreement until June 30, 2026; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 6

TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN
THE CITY OF LATHROP AND WSP USA, INC. DATED FEBRUARY 3, 2014

FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

THIS AMENDMENT (hereinafter "AMENDMENT NO. 6") to the agreement between WSP USA, Inc. and the City of Lathrop dated February 3, 2014, (hereinafter "AGREEMENT") dated for convenience this **9th day of June 2025** is by and between **WSP USA, Inc.** ("CONSULTANT") and the **City of Lathrop** ("CITY"), a California municipal corporation.

RECITALS:

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Consulting Services for the Manthey Road Bridge Replacement Project, CIP PS 12-04 dated February 3, 2014, in the amount of \$1,411,350.00; and

WHEREAS, on July 20, 2015, CONSULTANT and CITY entered into AMENDMENT NO. 1 for additional Professional Consulting Services including the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report, in the amount of \$162,019.00; and

WHEREAS, on April 9, 2018, CONSULTANT and CITY entered into AMENDMENT NO. 2 for additional Professional Consulting Services including the preparation of a higher class of action for National Environmental Policy Act (NEPA) compliance, in the amount of \$330,957.00; and

WHEREAS, on May 20, 2020, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 3 to extend the term of the Agreement by an additional 36 months to a new termination date of June 30, 2022; and

WHEREAS, on April 11, 2022, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 4 for additional Professional Consulting Services and to extend the term of the Agreement until June 30, 2024; and

WHEREAS, on September 9, 2024, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 5 for additional Professional Consulting Services and to extend the term of the Agreement until June 30, 2025; and

WHEREAS, CONSULTANT has provided the CITY with a scope of work attached hereto as Exhibit "A" for AMENDMENT NO. 6 for additional Professional Consulting Services and to extend the term of the Agreement until June 30, 2026; and

WHEREAS, CONSULTANT is willing to add additional Professional Consulting Services, including completing pending Environmental Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

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

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated fully herein by this reference. The aforementioned work is in addition to the scope of work in the original AGREEMENT dated February 3, 2014, Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, and letter agreement known as Amendment No. 3 dated May 20, 2020, Amendment No. 4 dated April 11, 2022, and Amendment No. 5 dated September 9, 2024 for Professional Consulting Services.

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

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum of **\$47,866.00** for the Professional Consulting Services set forth in Exhibit "A" of this AMENDMENT NO. 6, with a total sum not to exceed of \$2,098,127.00 (\$1,411,350.00 for the original AGREEMENT, \$162,019.00 for AMENDMENT NO. 1, \$330,957.00 for AMENDMENT NO. 2, letter agreement known as AMENDMENT NO. 3 at no additional cost, \$86,900.00 for AMENDMENT NO. 4, \$59,035.00 for AMENDMENT NO. 5, and \$47,866.00 for AMENDMENT NO. 6). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 6 is **June 9, 2025** and it shall terminate no later than **June 30, 2026**. AMENDMENT NO. 6 hereby extends the term of the original AGREEMENT to June 30, 2026. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability To Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated February 3, 2014 and Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, Amendment No. 3 dated May 20, 2020, Amendment No. 4 dated April 11, 2022, Amendment No. 5 dated September 9, 2024, and Letter agreement known as Amendment No. 6 dated June 9, 2025, 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. 6 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this

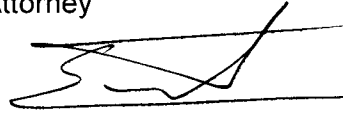
CITY OF LATHROP – WSP USA, INC.
AMENDMENT NO. 6 FOR PROFESSIONAL CONSULTING SERVICES FOR THE MANTHEY
ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

AMENDMENT NO. 6 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – WSP USA, INC.
AMENDMENT NO. 6 FOR PROFESSIONAL CONSULTING SERVICES FOR THE MANTHEY
ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

6.2.2025

Date

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

WSP USA, Inc.
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Fed ID # 11-1531569
Lathrop Business License # NLB-000854-2025

Signature

Date

Raul Laborin, Senior Vice President

Signature

Date

Shalonda Baldwin, Senior Vice President

**Manthey Road Project, City of Lathrop****Amendment No. 6****Scope of Work**

WSP is requesting a contract extension to this contract through June 30, 2026 and an increase to the overall budget of \$47,865.47. There are several remaining deliverables that have been delayed primarily due to Caltrans schedules. Those deliverables include the reinitiation of the USFWS consultation, finalization of the Biological Assessment Addendum, completing the Section 106 process with the State Historic Preservation Office (SHPO) and completing the Final Initial Study/Environmental Assessment (IS/EA) and decision documents.

Since the Endangered Species Act Section 7 consultation with the USFWS on the Manthey Road Bridge Project was completed, the longfin smelt was added as an endangered species. The Biological Opinion will need to be updated to reflect this.

Section 106 consultation has been ongoing for several years. Originally, Caltrans District 10 determined the appropriate document would be a Post-Review Discovery Plan (PRDP), but the Caltrans Cultural Studies Office determined a Cultural Resources Management Plan and implementing a Programmatic Agreement would be required. These documents were prepared for multiple reviews and revisions. It was then determined that the PRDP was the appropriate document, and it has been sent to the SHPO for concurrence.

For the Final IS/EA, the delays in the Section 106 process and USFWS reviews have resulted in the need to update the text to reflect the most recent template and to rerun the species list and update the biological resources section several times.

The scope of work below details the steps necessary to complete the environmental work for the project.

Task 1 – Project Management

WSP anticipates the additional scope of work included in this amendment will require up to an additional 12 months of project management and administration. The WSP project manager will attend calls, prepare meeting notes and prepare progress reports.

ICF shall prepare progress reports, schedule and deliverable updates and coordinate with WSP, the City of Lathrop and Caltrans.



Task 5.7.5 Technical Studies

Biological Resources:

ICF will continue to coordinate with Caltrans and USFWS regarding formal federal ESA consultation for the longfin smelt BA amendment (BAA) through September 2025. ICF will provide support to the City and Caltrans as the ESA consultation completes with a BO amendment, including responding to questions and providing additional information regarding the BAA.

Task 7 – Final Environmental Document (ED)

ICF will update the discussion of biological resources and cultural resources and agency consultation. The ICF fish biologist will update these sections to include the results of the consultation with USFWS for longfin smelt. ICF will review the cultural resources discussion and update it to reference the appropriate document and dates. Some budget has been allotted for editing new text, addressing formatting issues, and stacking the document.

MANTHEY ROAD BRIDGE REPLACEMENT PROJECT							
Amendment No. 6 COST PROPOSAL							
	WSP				ICF		Total Cost
	Project Manager	Project Administrator	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	
MANTHEY ROAD BRIDGE REPLACEMENT PROJECT	Lauren Tsai	Thanh Tuyen Tran					
	\$110.58	\$51.58					
TASK							
1 Project Management	70	24	94	\$25,540.30	24	\$6,715.67	\$32,255.97
Project Management	70	24	94	\$25,540.30	24	\$6,715.67	\$32,255.97
7 Environmental Analysis	0	0	0	\$ -	82	\$15,600.50	\$15,600.50
BA Addendum - Draft and Final							\$0.00
USFWS/Caltrans Coordination					8	\$2,699.55	\$2,699.55
Cultural Resources							\$0.00
FED revisions					74	\$12,909.95	\$12,909.95
Total for Supplemental Tasks	70	24	94	\$25,540.30	106	\$22,325.18	\$47,865.47
			OVERHEAD	158.60%			
			FIXED FEE	10.00%			
			DIRECT COSTS	\$ -			\$0.00
			TOTAL COST	25,540.30		\$22,325.18	\$47,865.47

Manthey Road Bridge Replacement Project - Extension

Task	Employee Name	Consulting Staff							ICF Production Staff			Total Price
		Townsley Margaret	Sorvari Tina	Monzon Stephanie	Kozlowski Jeffrey	Gardiner Rachel	Pappas Stephen	Angier Alex	Pub Spec TBD	Subtotal	Labor Total	
Task 001. Project Management	Labor Classification	Sr Proj Dir	Sr Consult III	Assoc Consult II	Mng Consult	Sr Consult III	Sr Consult III	Consultant I	Pub Spec	Subtotal	Labor Total	Total Price
Task 005. 7.5 - Technical Studies		24.0								\$6,715.67	\$6,715.67	\$6,715.67
Biological Resources										\$0.00	\$0.00	\$0.00
BA Addendum - Draft and Final										\$0.00	\$0.00	\$0.00
Biological Assessment										\$0.00	\$0.00	\$0.00
USFWS/Caltrans Coordination		4.0			8.0					\$0.00	\$0.00	\$0.00
Cultural Resources										\$2,699.55	\$2,699.55	\$2,699.55
Task 007. Final ED										\$0.00	\$0.00	\$0.00
FED revisions		12.0	16.0	12.0	12.0	4.0	4.0	2.0	12.00	\$11,513.27	\$12,909.95	\$12,909.95
Total hours	110.0	40.0	16.0	12.0	20.0	4.0	4.0	2.0	12.0			
ICF E&P 2024 Direct Rates		\$105.86	\$66.01	\$44.72	\$74.73	\$70.00	\$57.69	\$44.76	\$35.12			
Overhead for FTE Staff	201.28%						\$116.12	\$90.09	\$70.69			
Overhead for Remote/Field S	140.30%	\$148.52	\$92.61	\$62.74	\$104.85							
Overhead for On-Call Staff	66.67%					\$46.67						
Fee	10.00%	\$25.44	\$15.86	\$10.75	\$17.96	\$11.67	\$17.38	\$13.49	\$10.58			
Billing Rates		\$279.82	\$174.48	\$118.21	\$197.53	\$128.34	\$191.19	\$148.34	\$116.39			
Subtotal		\$11,192.79	\$2,791.75	\$1,418.50	\$3,950.68	\$513.34	\$764.76	\$296.68	\$1,396.69	\$20,928.49	\$22,325.18	\$22,325.18
Total price												

MANTHEY ROAD BRIDGE REPLACEMENT PROJECT

SUPPLEMENT NO. 7 COST PROPOSAL

		WSP				ICF		Total Cost
		Project Manager	Project Administrator	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	
MANTHEY ROAD BRIDGE REPLACEMENT PROJECT		Lauren Tsoi	Thanh Tuyen Tran					
		\$110.58	\$51.58					
TASK								
1	Project Management	70	24	94	\$25,540.30	24	\$6,715.67	\$32,255.97
	Project Management	70	24	94	\$25,540.30	24	\$6,715.67	\$32,255.97
7	Environmental Analysis	0	0	0	\$ -	82	\$15,609.50	\$15,609.50
	BA Addendum - Draft and Final							\$0.00
	USFWS/Caltrans Coordination					8	\$2,699.55	\$2,699.55
	Cultural Resources							\$0.00
	FED revisions					74	\$12,909.95	\$12,909.95
Total for Supplemental Tasks		70	24	94	\$25,540.30	106	\$22,325.18	\$47,865.47
				OVERHEAD	158.60%			
				FIXED FEE	10.00%			
				DIRECT COSTS	\$ -			\$0.00
				TOTAL COST	25,540.30		\$22,325.18	\$47,865.47

ITEM 4.10

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICE AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR THE DESIGN OF THE SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14**

RECOMMENDATION: **Adopt a Resolution to Approve a Professional Service Agreement with Westwood Professional Services, Inc. for the design of the Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14**

SUMMARY:

The Stonebridge community was established in August 2000, designed with winding sidewalks, mature shade trees, and attractive landscaping to encourage walking and enjoyment of the scenic surroundings. Over time, however, the tree roots have become invasive, lifting and damaging sidewalks throughout the neighborhood and creating numerous tripping hazards. In response, City staff has removed several trees, resulting in a noticeable loss of shade along many walking paths. Additionally, in efforts to maintain safety, portions of the sidewalks have been shaved down or removed entirely, leading to aesthetic concerns in several areas of the community.

City Council directed staff on October 10, 2024, to move forward with the removal and replacement of existing sidewalks and landscaping. The areas identified as being in the most critical need of sidewalk replacement include S. Harlan Road, Slate Street, Stonebridge Lane, and Opal Street. Given funding limitations, the City Council has requested that the project be completed in phases. Staff request that City Council approve a Professional Services Agreement (PSA) with Westwood Professional Services, Inc. in the amount of \$153,780 plus an additional 10% totaling \$169,158 for the design of the Sidewalk and Landscape Improvements Project, CIP PS 25-14.

BACKGROUND:

On May 2, 2025, staff issued a Request for Proposals (RFP) for the design of the Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14. Staff received one response from a qualified consultant, Westwood Professional Services, Inc. After a thorough review of the proposal and cost, staff determined that the consultant is well-qualified for the project, submitted a strong proposal, and proposed costs that appear reasonable for the scope of work.

As part of the contract, the consultant will be responsible for preparing four separate bid packages, corresponding to the project's four construction phases. Additionally, the consultant will be required to provide bid and construction phase support throughout the duration of the project.

JUNE 9, 2025, CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICE AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR THE DESIGN OF THE SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14**

The construction project will be divided into four phases, covering the following areas: S. Harlan Road (between Slate Street and Stonebridge Lane, including the basins), Slate Street, Stonebridge Lane, and Opal Street. The first phase will be selected based on the severity of tripping hazards and the need to restore shaded areas. The scope of work includes removing and replacing damaged sidewalks, removing trees with invasive root systems, and replacing them with non-invasive tree species. In addition, minimal, non-invasive landscaping will be incorporated to enhance the overall aesthetics of the community, as directed by City Council. This design contract will cover the complete design for all four phases of the project.

REASON FOR RECOMMENDATION:

Ensuring the safety of Lathrop residents and maintaining compliance with ADA standards is essential and requires prompt attention. For this reason, staff is requesting that City Council approve a design contract with Westwood Professional Services, Inc. to proceed with the work as outlined in the Professional Services Agreement (Attachment B).

FISCAL IMPACT:

The cost proposal submitted by Westwood Professional Services, Inc., totals \$153,780. Staff is also recommending a 10% design contingency, equivalent to \$15,378, bringing the total potential project design cost to \$169,158. This contingency is intended to cover any unanticipated expenses that may arise during the design process. Unforeseen costs, including but not limited to additional surveying or modifications to the design, may arise during the course of the project. The inclusion of this allowance is intended to mitigate the need for an immediate contract amendment should such unanticipated expenses occur. The Sidewalk and Landscape Improvements, Phase I Project (CIP PS 25-14) is an approved project in the City's Capital Improvement Plan. Sufficient funding has been allocated in the approved CIP to fully cover the total projected cost of design including the design contingency.

Staff request that City Council approve a Professional Services Agreement with Westwood Professional Services, Inc. for the design of the Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14.

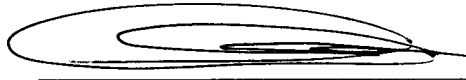
ATTACHMENTS:

- A. Resolution to Approve a Professional Service Agreement with Westwood Professional Services, Inc. for the design of Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14
- B. Professional Services Agreement with Westwood Professional Services, Inc., for the Design of Sidewalk and Landscape Improvements Project, CIP PS 25-14

JUNE 9, 2025, CITY COUNCIL REGULAR MEETING

APPROVE PROFESSIONAL SERVICE AGREEMENT WITH WESTWOOD
PROFESSIONAL SERVICES, INC. FOR THE DESIGN OF THE SIDEWALK AND
LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP 25-14


APPROVALS



Leisser P. Mazariegos
Project Manager

June 2, 2025


Date



Brad Taylor
City Engineer

6/2/2025

Date



Cari James
Finance Director

6/3/2025

Date



Michael King
Assistant City Manager

6.4.2024

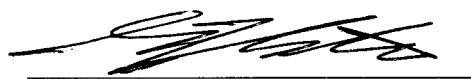
Date



Salvador Navarrete
City Attorney

6.4.2025

Date



Stephen J. Salvatore
City Manager

6.5.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR THE DESIGN OF SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

WHEREAS, in August of 2000, the Stonebridge Community was established, designed with winding sidewalks, mature shade trees, and attractive landscaping to encourage walking and enjoyment of the scenic surroundings. Over time, however, the tree roots became invasive, lifting and damaging sidewalks throughout the neighborhood and creating numerous tripping hazards; and

WHEREAS, City Council directed staff on October 10, 2024, to move forward with the removal and replacement of existing sidewalks and landscaping; and

WHEREAS, the areas identified as being in the most need of sidewalk replacement include S. Harlan Road, Slate Street, Stonebridge Lane, and Opal Street. Given funding limitations, the City Council has requested that the project be completed in phases; and

WHEREAS, on May 2, 2025, staff issued a Request for Proposals (RFP) for the design of the Sidewalk and Landscape Improvements, Phase I Project, CIP 25-14; and

WHEREAS, on May 19, 2025, the City received one response from Westwood Professional Services, Inc. After a thorough review of the proposal and cost, City staff determined that the consultant is well-qualified for the project, submitted a strong proposal, and proposed costs appear reasonable for the scope of work; and

WHEREAS, the construction project will be divided into four phases, covering the following areas: S. Harlan Road (between Slate Street and Stonebridge Lane, including the basins), Slate Street, Stonebridge Lane, and Opal Street. The first phase will be selected based on potential tripping hazards and the goal of restoring shaded areas; and

WHEREAS, the cost proposal submitted by Westwood Professional Services, Inc. is \$153,780, and staff is also requesting a 10% design contingency, equivalent to \$15,378, bringing the total potential project design cost to \$169,158, to account for any unanticipated expenses that may arise during the design process.

WHEREAS, sufficient funds were allocated to CIP PS 25-14 to award the Professional Service Agreement; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approve a Professional Services Agreement with Westwood Professional Services, Inc. for the design of the Sidewalk and Landscape Improvements, Phase I Project, CIP 25-14.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

" _____ "

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL SERVICES WITH WESTWOOD
PROFESSIONAL SERVICES, INC.**

**TO PROVIDE DESIGN FOR
SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT
CIP PS 25-14**

THIS AGREEMENT, dated for convenience this 9TH day of June 2025, is by and between Westwood Professional Services, Inc. ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform design services for Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14, 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 Design 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 design and prepare plans, specifications and an engineering estimate (PS&E) and to provide engineering support services during construction of Sidewalk and Landscape Improvements, Phase I Project 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 **\$153,780.00** for the Professional Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by

CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **June 9, 2025**, and it shall terminate no later than **June 30, 2026**.

(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) 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: Chad Kennedy, Director. 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.

(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 one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount of 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

CITY OF LATHROP – WESTWOOD PROFESSIONAL SERVICES, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

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 (ten days if cancellation is due to nonpayment of premium).
- (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 of Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Notice of cancellation, must be received by the CITY at least thirty days prior to such change (ten days if cancellation is due to nonpayment of premium) shall be included in the coverage or

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added as an endorsement to the policy.

- (ii) The policy must contain a cross liability or severability of interest clause.
- (iii) 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 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 five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

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

(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, (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 (except for professional liability claims) and hold CITY, its officers, employees, 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 applicable 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 – WESTWOOD PROFESSIONAL SERVICES, INC.
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SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

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. 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.

(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 – WESTWOOD PROFESSIONAL SERVICES, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Westwood Professional Services, Inc.
1165 Scenic Drive, Suite A
Modesto, CA 95350
FED ID # 41-1617552
Bus License # 21271

Copy to: Westwood Professional Services, Inc.
2805 North Dallas Parkway, Suite 150
Plano, Texas 75093
Attn: General Counsel
legal@westwoodpss.com

(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) 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, pandemic, epidemic, 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.

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TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY upon final payment for services rendered. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours. Any reuse or modification of the foregoing materials without the engagement of CONSULTANT shall be at CITY's sole risk and without legal exposure of liability to CONSULTANT.
- (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 is of the cardinal importance for this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed

CITY OF LATHROP – WESTWOOD PROFESSIONAL SERVICES, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

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.

(17) 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.

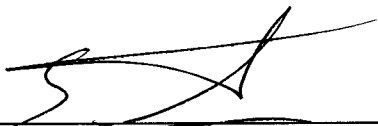
(18) Signatures

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 – WESTWOOD PROFESSIONAL SERVICES, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
STONEBRIDGE SIDEWALK AND LANDSCAPE REHABILITATION PROJECT, CIP PS 25-14

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 6-4-2025

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

Westwood Professional Services, Inc.
1165 Scenic Drive, Suite A
Modesto, CA 95350
FED ID # 41-1617552
Bus License # 21271

Signature Date

Chad Kennedy, Director

CITY OF LATHROP – WESTWOOD PROFESSIONAL SERVICES, INC.
TO PROVIDE PROFESSIONAL SERVICES FOR THE DESIGN OF
STONEBRIDGE SIDEWALK AND LANDSCAPE REHABILITATION PROJECT, CIP PS 25-14

Westwood Professional Services, Inc.
1165 Scenic Drive, Suite A
Modesto, CA 95350
FED ID # 41-1617552
Bus License # 21271

SignatureDate

Dylan Crawford, Sr. Director

Westwood

1165 Scenic Drive, Suite A
Modesto, CA 95350

main (209) 571-1765

May 19, 2025

Leisser Mazariegos, Project Manager
City of Lathrop, Public Works Department
390 Towne Center Drive
Lathrop, Ca 95330

Re: Proposal of Services for Stonebridge Sidewalk and Landscape Rehabilitation Project

Dear Leisser,

Safe, well-maintained sidewalks are essential for ensuring pedestrian mobility, accessibility, and safety within a community. Cracked or lifted pavement not only poses serious trip hazards—especially for children, seniors, and individuals with mobility challenges—but also discourages walking and outdoor activity. At the same time, thoughtfully designed landscaping, including trees, ground cover, shrubs, and other plant materials, adds significant community value. Trees provide much-needed shade, helping to cool the environment and improve comfort for pedestrians, while diverse plantings enhance the visual appeal and character of neighborhoods. Together, safe sidewalks and attractive landscaping contribute to a more walkable, inviting, and livable environment that benefits residents and visitors alike, promoting health, connection, and pride in the community.

Westwood and Jesse Grafton would be honored to continue our partnership with the City of Lathrop to advance the Stonebridge Sidewalk and Landscape Rehabilitation Project. Building on the momentum of the initial conceptual phase, we are excited to support the next steps through a comprehensive site assessment, preparation of Plans, Specifications, and Estimates (PS&E), and construction phase assistance. Our goal is to help finalize a practical, high-quality design that addresses current infrastructure challenges while enhancing the overall landscape. We are committed to delivering improvements that increase pedestrian safety, elevate the aesthetic appeal of the neighborhood, and contribute to the long-term enjoyment and well-being of the Stonebridge Community.

Attached to this letter is our:

- Project Understanding
- Project Approach
- Project Schedule
- Scope of Work
- Mapping Limits Exhibit
- Cost Proposal
- Schedule of Fees

Sincerely,



Chad Kennedy, CLARB, CPSI, LEED BD+C, ISA Certified Arborist, Director
Westwood Professional Services, Inc.
chad.kennedy@westwoodps.com
Direct: 209.497.4057

Project Understanding

The Westwood team recognizes that the City of Lathrop has experienced ongoing challenges with mature trees planted in undersized landscape areas, leading to sidewalk upheaval and unsafe trip hazards. In particular, the recent removal of many trees in the Stonebridge Community has resulted in reduced shade and increased pedestrian risks. This project is focused on addressing and improving the existing sidewalk infrastructure within the community.

Westwood has previously assisted the City with conceptual designs for this effort. As part of our recommendations, we propose several landscape upgrades, including converting overhead spray irrigation in tree and shrub areas to more efficient low-flow systems, relocating sidewalks where feasible to widen planter areas for new tree installation, and incorporating root barriers to guide root growth downward. These measures aim to support long-term sidewalk stability while allowing for the reintroduction of trees and landscaping that enhance aesthetic appeal, provide shade, and minimize future maintenance concerns.

Project Approach

Westwood Professional Services is pleased to offer professional land surveying and design support services for the Stonebridge Sidewalk and Landscape Rehabilitation Project. Following our collaborative work with the City of Lathrop's Public Works Department—developing high-level conceptual landscape options and associated ROM (Rough Order of Magnitude) cost estimates for presentation to City Council—we are honored to continue supporting this important community improvement effort.

Jesse Grafton, PLA, a licensed landscape architect, will lead this project. Jesse brings deep experience working with the City of Lathrop, including leading the previous phase of this project, where he guided the development of conceptual designs and landscape strategies in coordination with City staff. He has successfully managed numerous public sector projects involving sidewalk infrastructure and tree-related improvements, making him especially well-suited to navigate the unique challenges of this effort. His expertise in integrating tree selection, root management, and sustainable landscape design into functional and safe public spaces is a key asset for this rehabilitation project.

With offices in both Modesto and Pleasanton, our team is local and familiar with City processes and expectations. We will begin with an in-person kickoff meeting to confirm the City's design intent, budget parameters, and any site constraints. Our team will carefully review sidewalk upheaval conditions, evaluate feasible realignment options, and initiate early discussions regarding preferred tree species, spacing, root barrier installation, and irrigation system improvements. These proactive steps will help ensure long-term functionality, safety, and visual appeal for the Stonebridge Community.

Project Schedule

We have reviewed the anticipated schedule provided in the RFP and have provided the following revisions to the milestones from NTP to bid ready PS&Es as indicated below.

Award Design Contract (Consultant NTP)	Early July 2025
Kick-off Meeting in person	Mid July 2025
Topographic Mapping and Survey Completion	Week of August 25th, 2025
Submittal 35% Design Completion	Week of September 22nd, 2025
Submittal 60% Design Completion	Week of October 20th, 2025
Submittal 100% Design Completion	Week of November 17th, 2025
Bid Ready PS&Es	Week of December 8th, 2025

All of the dates above are predicated on receiving the Contract Award and Notice to Proceed in early July 2025. Please note that it will take approximately 6 weeks for field work and data collection associated with the proposed topographic mapping and survey to be completed. An approximate City review and comment timeline of 2 weeks per submittal review is anticipated.

Scope of Work

Task 1: Topographic Survey Base Mapping

Ground-based topographic surveying will form the basis of this design project. This task includes establishing primary survey control to support the project through construction and a detailed collection of site information such as surface features, structures, utilities, and other information that cannot be accurately documented through any other means. Obstructed or inaccessible areas may not be mapped. Research, mapping, potholing, locating, or any other form of subsurface utility investigation or verification is not expected for this work and is excluded.

Survey deliverables will be based on the NAD83 horizontal datum and the NAVD88 vertical datum using City of Lathrop benchmarks. A survey control statement will be provided, including: the location, elevation, and description of the benchmark utilized, as well as a horizontal survey coordinate table with the point number, northing, easting, and description for at least three (3) points.

We will do the following:

- Perform cross-section survey of linear corridor at **25-foot intervals**.
- Perform topographic survey of all hardscape and softscape, including: grade breaks, high points, low points, and areas where sidewalk is broken or lifted.
- Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
- Locate all trees.** Does not include mapping of shrubs, or other minor vegetation.
- Create existing ground Civil 3D TIN surface model.
- Prepare topographic survey base map drawing at a **1" = 20' scale**.

DELIVERABLES

- Digital copy of the topographic survey base map drawing in AutoCAD Civil 3D 2023 format.
- PDF copy of topographic survey on Westwood title block.

Task 1b: Subsurface Utility Research and Base Mapping (OPTIONAL)

This task is intended to provide a cost-effective glimpse of any existing above and below-ground utility installations which may be consequential to the design, placement of improvements, or construction means and methods. It is not a substitute for more definitive means of locating subsurface utilities (such as potholing or other indirect, nondestructive means), but it is highly informative and can be leveraged to help narrow the focus of those other methods considerably, saving cost and reducing project risk and complexity. In this optional task, if executed, we will:

- a. Compile a list of utility companies who may have facilities in the vicinity of project.
- b. Request copies of existing maps, GIS data, improvement plans, as-builts, record drawings, etc. from each utility operator that shows their existing subsurface infrastructure within the project limits.
- c. Use compiled records together with field observed surface evidence to prepare a subsurface utility base map drawing, and incorporate the information into the topographic survey.
- d. Where possible, existing utility meta information will be annotated on the base mapping to reflect available details extracted from the provided utility drawings.
- e. This task is intended to be consistent with **Utility Quality Level C** as described in Section 5 of the publication CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data).

DELIVERABLES

- Utility mapping will be incorporated into Topographic Survey Base Mapping deliverables.
- PDF copies of utility as-built plans used to create utility facility mapping.
- PDF copy of utility contact log.

Task 1c: Conceptual Boundary Base Mapping (OPTIONAL)

Where high quality records and information are available, and the project conditions allow for it, a conceptual boundary provides a low-cost option to get an overview of the existing configuration of parcel lines, road rights of way, easements, etc. The conceptual boundary base map drawing will give insights into areas where there may be a need for further investigation due to lack of information, conflicting records, or other matters affecting the property. In this optional task, if executed, we will:

- a. Prepare a conceptual property boundary/road right-of-way linework base map drawing covering the subject mapping limits area. Linework will be based solely on record information from filed survey maps, recorded documents, and any other client-provided information, then placed relative to other deliverables using a limited amount of physical evidence.
- b. This is not a resolved boundary; no boundary analysis or adjustment will be performed. The following limitations apply:
 1. Excludes setting of monuments or filing maps/corner records.
 2. Excludes review of adjoining property deeds or resolution of conflicting title evidence.
 3. Excludes obtaining a title report. However, if one is provided it will be reviewed and any applicable exceptions will be plotted from record where possible.

- c. Plotting of easements or other encumbrances is limited to readily available information obtained by or discovered throughout the process of researching relevant maps, documents, and title reports (if provided). Additional encumbrances may exist. No guarantee is made as to the completeness of said information.
- d. This item is conditional on finding sufficient corners set by previous surveys. If property corner monuments of record have been destroyed, do not fit, or were never set, then pursuant to the Professional Land Surveyors' Act, additional surveying and a "Record of Survey" or a "Corner Record" may be required to resolve the boundary. If additional surveying is necessary, a briefing with the Client will be arranged, and work will proceed only after authorization from the Client.

DELIVERABLES

- Digital copy of the conceptual boundary linework drawing in AutoCAD Civil 3D 2023 format.

Task 2: Construction Documents (PS&Es)

Based upon the topographic survey by Westwood and City approved conceptual design, the Westwood design team will prepare complete improvement plans, technical specifications, and cost opinion for City review and comment at the 35%, 60%, and 100% stages. Per the RFP, the design will be completed in a single phase. We do not expect to need Geotech, structural or electrical services.

Construction documents are expected to include the following:

- a. Attend one (1) in-person kick-off meeting with City.
 - 1. Agenda and meeting minutes will be provided.
- b. Attend one (1) progress meeting for each submittal phase.
 - 1. Assumes one virtual meeting per submittal = three (3) meetings total.
 - 2. Agenda and meeting minutes will be provided.
 - 3. Additional meetings will be billed at hourly rates provided in the attached fee schedule.
- c. Improvement Plans to include:
 - 1. Cover Sheet with Project Information.
 - 2. Notes Sheet.
 - 3. Demolition Plans showing existing sidewalk, irrigation, tree and plant material (based off topographic survey by Westwood).
 - 4. Erosion Control Plans. (SWPPP & QSP services will be a contractor responsibility)
 - 5. Grading Plans.
 - 6. Layout and Horizontal Control Plans.
 - 7. Irrigation Plans Including:
 - i. Irrigation plans conforming to City and State MWELo requirements.
 - ii. Irrigation water use calculations (MAWA/EWU).
 - iii. Irrigation schedule (pre and post establishment).
 - 8. Planting Plans Including:
 - i. Planting plans conforming to City and State MWELo requirements.
 - ii. Planting legend.

9. Landscape Construction Details Including:
 - i. References to City Standard Details.
 - ii. Landscape Details.
 - iii. Irrigation Details.
 - iv. Planting Details.
 - v. Note: City detail revisions not included.
- d. Technical Specifications (Excluding Division 00 and Front End).
- e. Bid Quantity Sheet.
- f. Bid Item Descriptions.
- g. Cost Estimate at each submittal phase (3 total).
- h. Respond to City comments at each submittal phase (3 total).

DELIVERABLES

- Plans, Technical Specifications, and Cost Estimates (PDF)

Task 3: Bidding & Construction Support

- a. Westwood will perform bidding and contract award support services to assist the City with selecting appropriate contractors and product manufacturers. Within the budgeted allocation and upon the request of City staff, services may include:
 1. Attendance at pre-bid meeting.
 2. Response to bidder RFIs.
 3. Design support for bidding addendums.
- b. Westwood will perform construction support services throughout the project's completion. Within the budgeted allocation and upon the request of City staff, services rendered may include:
 1. Attendance at the pre-construction meeting.
 2. Review and approval of contractor's schedule, RFIs, and submittals
 3. Review of change orders related to design.
 4. Review of shop drawings and submittals.
 5. Construction observation site visits by Westwood figured at two (2) per construction phase with eight (8) max meeting allocated.
 6. Preparation of as-built drawings from contractor-maintained and submitted field drawings.
 7. Review of contractor provided traffic control plans.

DELIVERABLES

- Electronic Copies (PDF)

Task 4: Construction Staking

- a. Construction staking is highly recommended to ensure accuracy between the construction documents and the project construction phases. Westwood can provide construction staking services upon written request by the City. Our fees are based on two (2) mobilizations for construction phase 1. Restaking outside of these mobilizations will be considered an additional service.

DELIVERABLES

- One Set of Construction Stakes (Per Mobilization)

Task 5: Reimbursables

- a. Reimbursables are estimated to include the following costs:
 1. Mileage for meetings and construction admin travel.
 2. Printing final submittal package hard copies if requested.

Client to Provide

- Existing utility records, including as-builts, record drawings, plans, or GIS information, knowingly possessed by or available to client/owner.
- City Staff recommendations for improvements.
- All agency fees
- Site access.

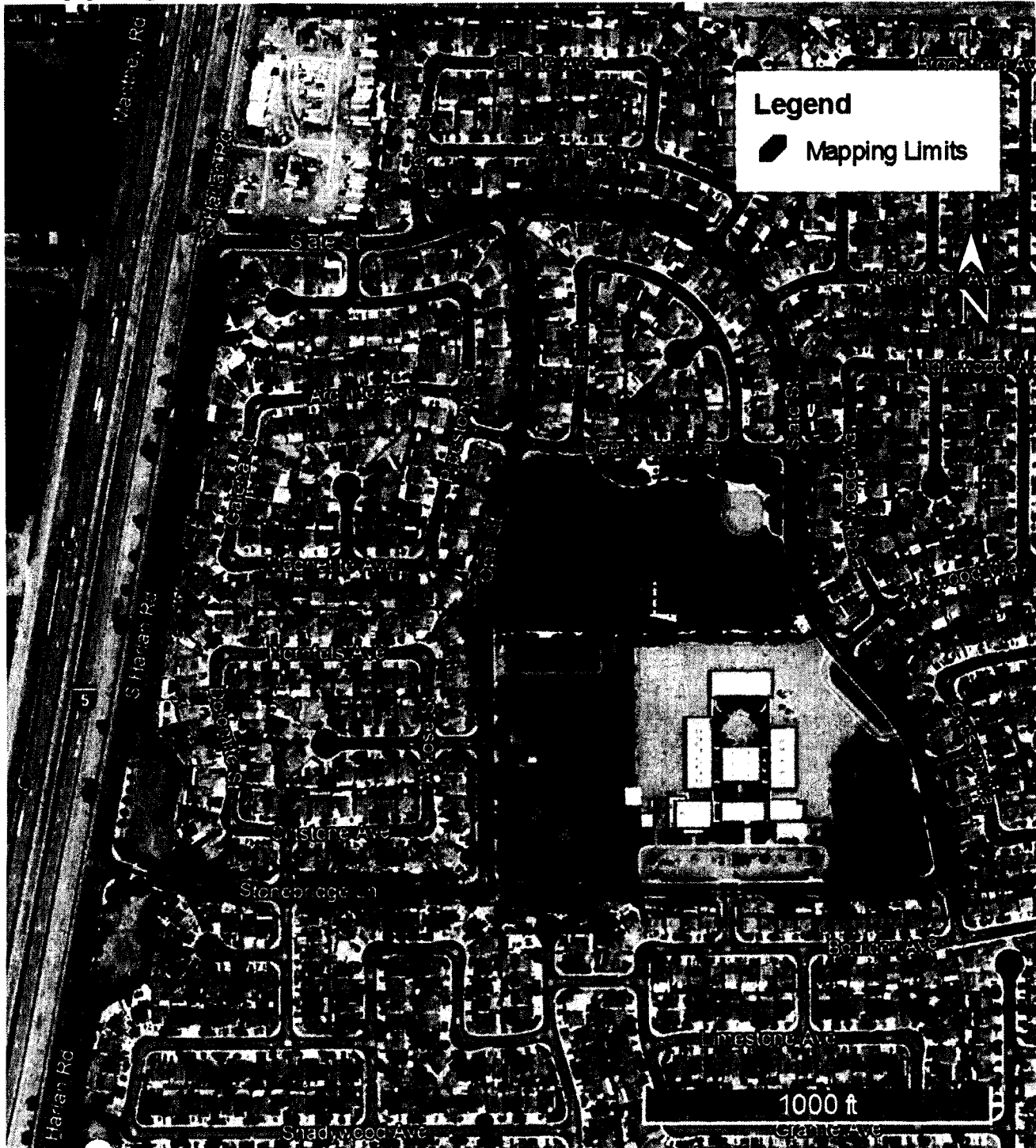
Limitations/Assumptions/Understandings

- Scope services outside of written scope are excluded.

Notes

- Land surveyors, civil engineers, and landscape architects are licensed by the State of California.
- Additional services and/or meetings requested by the City may be performed on a time-and-materials basis in accordance with the attached rate table. Prior written approval is required.

Mapping Limits



Cost Proposal

Task	Description	Fee	Fee Type
1	Topographic Survey	\$40,000.00	Lump Sum
2	Construction Documents (PS&Es)	\$83,500.00	Lump Sum
3	Bidding and Construction Support	\$18,600.00	Lump Sum
4	Construction Staking (Phase 1)	\$9,680.00	Lump Sum
5a	Reimbursables (Printing)	\$1,500.00	Lump Sum
5b	Reimbursables (Travel)	\$500.00	Lump Sum
	TOTAL	\$153,780.00	
1b	Utility Research & Base Mapping (OPTIONAL)	\$ 4,000.00	Lump Sum
1c	Conceptual Boundary Base Mapping (OPTIONAL)	\$ 8,000.00	Lump Sum

Fees are valid for 90 calendar days from the date listed on the cover sheet of the proposal. All time and material basis work (including additional services, if any) will be performed pursuant to the current fee schedule (a copy of which is attached) unless otherwise negotiated or approved.

Schedule of Fees

2025 – California - PW

Classification	Hourly Rate
Admin I	\$120.00
Admin II.....	\$130.00
Admin III	\$140.00
Admin IV.....	\$160.00
Admin V	\$175.00
Intern I	\$95.00
Intern II	\$115.00
Intern III.....	\$130.00
Engineering Tech I.....	\$110.00
Engineering Tech II	\$130.00
Engineering Tech III.....	\$145.00
Engineering Tech IV	\$165.00
Engineering Tech V.....	\$175.00
Engineering Tech VI	\$190.00
Engineering Tech VII.....	\$210.00
Graduate Engineer I	\$160.00
Graduate Engineer II.....	\$170.00
Graduate Engineer III.....	\$180.00
Graduate Engineer IV	\$190.00
Engineer I	\$195.00
Engineer II.....	\$205.00
Engineer III.....	\$220.00
Engineer IV	\$240.00
Engineer V	\$275.00
Engineer VI.....	\$290.00
Engineer VII.....	\$305.00
Graduate Landscape Designer I.....	\$150.00
Graduate Landscape Designer II	\$165.00
Graduate Landscape Designer III.....	\$175.00
Landscape Architect I	\$170.00
Landscape Architect II.....	\$180.00
Landscape Architect III	\$190.00
Landscape Architect IV.....	\$210.00
Landscape Architect V	\$230.00
Landscape Architect VI.....	\$250.00
Assistant Project Manager I	\$200.00
Assistant Project Manager II	\$215.00
Assistant Project Manager III.....	\$225.00

Project Manager I	\$210.00
Project Manager II	\$235.00
Project Manager III	\$255.00
Project Manager IV	\$280.00
Project Manager V	\$300.00
Project Manager VI	\$315.00
Project Manager VII	\$330.00
Survey Field I	\$200.00
Survey Field II	\$200.00
Survey Field III	\$240.00
Survey Field IV	\$265.00
Survey Field V	\$180.00
Survey Field VI	\$240.00
Survey Field VII	\$250.00
Survey Tech I	\$115.00
Survey Tech II	\$130.00
Survey Tech III	\$145.00
Survey Tech IV	\$170.00
Survey Tech V	\$190.00
Survey Tech VI	\$205.00
Graduate Surveyor I	\$150.00
Graduate Surveyor II	\$165.00
Graduate Surveyor III	\$175.00
Surveyor I	\$170.00
Surveyor II	\$190.00
Surveyor III	\$215.00
Surveyor IV	\$235.00
Surveyor V	\$250.00
Surveyor VI	\$270.00
Project Processor I	\$90.00
Project Processor II	\$110.00
Project Coordinator I	\$140.00
Project Coordinator II	\$150.00
Project Coordinator III	\$160.00
Senior Project Coordinator I	\$170.00
Senior Project Coordinator II	\$185.00
Field Engineer I	\$115.00
Field Engineer II	\$130.00
Field Engineer II	\$150.00
Field Engineer IV	\$160.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost-plus 15 percent.

ITEM 4.11

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC. FOR MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25**

RECOMMENDATION: **Adopt Resolution to Approve a Construction Contract with MG and JC Concrete, Inc. for Mossdale Community Sidewalk Repairs, CIP PS 25-25**

SUMMARY:

On May 12, 2025, City Council created Capital Improvement Project (CIP) PS 25-25 for Mossdale Community Sidewalk Repairs (Project) to remove and replace damaged sidewalk segments within the Mossdale residential community. The Project scope of work consists of removing lifted and broken sidewalk panels and constructing new 5 feet wide sidewalk in compliance with the Americans with Disabilities Act (ADA) standards.

The bid solicitation package for construction of the Project was advertised on May 22, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. On June 3, 2025, staff received and opened three (3) bids. After review and evaluation, the lowest responsive and responsible bidder was determined to be MG and JC Concrete, Inc. (MG and JC Concrete) with a bid of \$135,200.

Staff request City Council approve a construction contract with MG and JC Concrete for construction of the Project in the amount of \$135,200 and authorize a 15% construction contingency of \$20,280 for a total construction budget of \$155,480.

Sufficient funds are allocated within the proposed Fiscal Year 2025-26 budget for CIP PS 25-25 to fund the construction contract and a 15% contingency.

BACKGROUND:

Tree roots have lifted the sidewalk at the Mossdale residential area creating potential tripping hazards at several locations. To help prevent injuries caused by tripping, City Council approved the creation of CIP PS 25-25 to remove and replace the broken and lifted sidewalk panels within the Mossdale community area.

The Project scope of work will consist of site inspections, assessment, demolition and removal of damaged concrete sections and tree roots, installation of root barriers, and construction of 5 feet wide concrete sidewalk to meet ADA standards and slope requirements.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC. FOR MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25**

The bid solicitation package for the construction of the Project was advertised on May 22, 2025, in accordance with Bidding Procedures in California PCC 22034 and LMC 2.36.060.

Three (3) 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
Mg and JC Concrete, Inc.	\$135,200
B&M Civil LLC	\$152,420
Westside Landscape and Concrete	\$156,322.53

Staff reviewed the bids and determined that the lowest responsive and responsible bidder is MG and JC Concrete. Staff request City Council adopt a resolution approving a construction contract with MG and JC Concrete for \$135,200. Staff is also requesting City Council authorize a 15% construction contingency of \$20,280 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$155,480.

REASON FOR RECOMMENDATION:

Construction of CIP PS 25-25 is needed to repair damaged sidewalk panels to enhance pedestrian connectivity throughout the Mossdale residential community. The Project will remove tripping hazards and maintain ADA compliance.

FISCAL IMPACT:

Sufficient funds are allocated within the proposed Fiscal Year 2025-26 budget for CIP PS 25-25 to fund the construction contract and a 15% contingency. No fiscal impact is anticipated.

ATTACHMENTS:

- A. Resolution to Approve a Construction Contract with MG and JC Concrete, Inc. for Mossdale Community Sidewalk Repairs, CIP PS 25-25
- B. Construction Contract with MG and JC Concrete, Inc. for Mossdale Community Sidewalk Repairs, CIP PS 25-25

CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC. FOR
MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25**

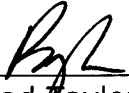
APPROVALS:



Angel Abarca
Assistant Engineer

06-03-2025

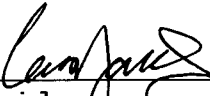
Date



Brad Taylor
City Engineer

6/3/2025

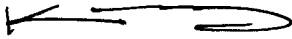
Date



Cari James
Director of Finance

6/4/2025

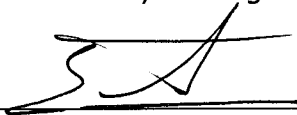
Date



Michael King
Assistant City Manager

6.3.2025

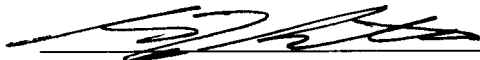
Date



Salvador Navarrete
City Attorney

6-3-2025

Date



Stephen J. Salvatore
City Manager

6.5.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC. FOR MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25

WHEREAS, on May 12, 2025, City Council created Capital Improvement Project (CIP) PS 25-25 for Mossdale Community Sidewalk Repairs (Project) to remove and replace damaged sidewalk segments within the Mossdale residential community; and

WHEREAS, the Project scope of work will consist of site inspections, assessment, demolition and removal of damaged concrete sections and tree roots, installation of root barriers, and construction of 5 feet wide concrete sidewalk in compliance with Americans with Disabilities Act (ADA) standards and slope requirements; and

WHEREAS, the bid solicitation package for construction of the Project was advertised on May 22, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, on June 3, 2025, staff received and opened three (3) bids; and

WHEREAS, after review and evaluation, the lowest responsive and responsible bidder was determined to be MG and JC Concrete, Inc. (MG and JC Concrete) with a bid of \$135,200; and

WHEREAS, staff request City Council approve a construction contract with MG and JC Concrete for construction of the Project in the amount of \$135,200 and authorize a 15% construction contingency of \$20,280 for a total construction budget of \$155,480; and

WHEREAS, sufficient funds are allocated within the proposed Fiscal Year 2025-26 budget for CIP PS 25-25 to fund the construction contract and a 15% contingency.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with MG and JC Concrete for Mossdale Community Sidewalk Repairs, CIP PS 25-25 for a cost of \$135,200, subject to allocation of funds in the Fiscal Year 2025-26; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 15% construction contingency of \$20,280 for a total construction budget of \$155,480, subject to allocation of funds in the Fiscal Year 2025-26, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

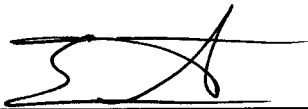
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

"B"

CONSTRUCTION CONTRACT

This Contract, dated **June 9th 2025**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **MG and JC Concrete, Inc.** (Contractor), whose Taxpayer Identification Number is _____.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25 (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to:

- Sawcut, remove, and dispose damaged segments of sidewalk at project locations within Attachment A
- Remove tree roots and install root barriers
- Reconstruct PCC sidewalk segments at project locations within Attachment A

The work shall be **completed within 30 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: \$135,200.

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 MG and JC Concrete, Inc. on June 3, 2025.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

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

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

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

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

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

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

(209) 941-7430
FAX: (209) 941-7449
ATTN: Project Engineer

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: _____

Brad Taylor, City Engineer

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address: mg and JC concrete
401 buckeye st vacaville ca 95688
- (2) Bidder's telephone number: (415) 933 0031
- (3) Bidder's fax number: _____
- (4) Bidder's Contractor's License (Class): CB, A General
License No.: 104 9500
Expires: 01-31-2027
- (5) Person who inspected site of proposed work for Contractor's firm:
Name: Miguel Gonzalez Date of Inspection: 06-02-25
- (6) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner

SECTION 00300

MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	14,000	14,000
2	Traffic Control	1	LS	9,000	9,000
3	Erosion and Sediment Control (ESCP)	1	LS	3,000	3,000
4	Sawcut / Remove / Dispose Damaged Sidewalk and Flatwork at Project Locations Attachment A	3,000	SF	15.50	46,500
5	Reconstruct PCC Sidewalk at Project Locations Attachment A	3,000	SF	19	57,000
6	Remove Existing Tree Roots and Install Root Barriers	600	LF	9.50	5,700

TOTAL BID: \$ 135,200

TOTAL BID IN WORDS: one hundred thirty five thousand and Two hundred

**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PREPARE A WATER SUPPLY FEASIBILITY STUDY FOR CIP PW 20-16**

RECOMMENDATION: **Adopt Resolution to Approve a Professional Services Agreement with Carollo Engineers, Inc. to Prepare a Water Supply Feasibility Study for CIP PW 20-16**

SUMMARY:

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply has historically been reliable, but due to pending regulatory impacts that could significantly increase the cost for treating groundwater and limit the availability of surface water during dry years, City staff need to explore obtaining alternative water supply sources. Carollo Engineers, Inc. (Carollo) has provided a proposal for a Water Supply Feasibility Study to assess numerous supply options and provide a detailed ranking of each option to help guide the City towards the most feasible solution to plan for future growth and corresponding water supply needs.

Staff request that City Council approve a Professional Services Agreement (PSA) with Carollo in the amount of \$187,700 to provide a Water Supply Feasibility Study. Sufficient funds have been allocated in the approved fiscal year budget 24-25 for CIP PW 20-16, Groundwater Treatment Improvements to pay for the costs of this study.

BACKGROUND:

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply historically has been reliable but due to pending regulatory impacts which are anticipated to significantly increase costs for groundwater treatment and limitations on the availability of surface water during drought years, the staff needs to explore obtaining alternative water supply sources.

The new regulations include National Primary Drinking Water Rule standards promulgated by the US-EPA in April 2024 that establish maximum contaminant levels (MCLs) for per- and polyfluoroalkyl substances (PFAS) that are present in the City's groundwater supply. Compliance with this regulation will require water treatment plant improvements and changes in utility operations that will significantly increase the cost of treating groundwater. Also, implementation of the 2018 Bay-Delta Plan Amendment establishes minimum flow requirements in the Stanislaus River that may reduce the availability of SSJID surface water for the City during dry years.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR WATER SUPPLY FEASIBILITY STUDY, CIP PW 20-16**

On October 14, 2019, Council approved CIP PW 20-16 Groundwater Treatment Improvements to address the regulatory requirements for PFAS in groundwater. Due to the projected high costs of groundwater treatment for PFAS, staff request Council approval of a PSA with Carollo to evaluate alternative water supply sources.

REASON FOR RECOMMENDATION:

Due to pending regulatory impacts that could significantly increase costs for treating groundwater and limit the availability of surface water during drought years, the City needs to explore obtaining alternative water supply sources. Staff request approval of a PSA with Carollo to provide a Water Supply Feasibility Study that will assess numerous supply options and provide a detailed ranking of each option to guide staff on the most feasible solution to plan for future growth and corresponding water supply needs.

FISCAL IMPACT:

The cost for Carollo to prepare a Water Supply Feasibility Study is \$187,700. Sufficient funds have been allocated in the approved fiscal year budget 2024-2025 for CIP PW 20-16 to pay for the cost of this study.

ATTACHMENTS:

- A. Resolution to Approve a Professional Services Agreement with Carollo Engineers, Inc., to prepare a Water Supply Feasibility Study, CIP PW 20-16
- B. Professional Services Agreement with Carollo Engineers, Inc., to provide a Water Supply Feasibility Study, CIP PW 20-16

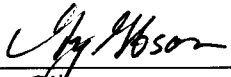
CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING


**APPROVE AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR WATER
SUPPLY FEASIBILITY STUDY, CIP PW 20-16**

APPROVALS:



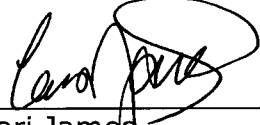
Greg Gibson
Senior Civil Engineer

05/29/2025
Date



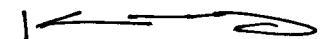
Brad Taylor
City Engineer

6/2/2025
Date




Cari James
Finance Director

6/2/2025
Date



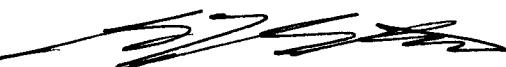
Michael King
Assistant City Manager

6.2.2025
Date



Salvador Navarrete
City Attorney

6.2.2025
Date



Stephen J. Salvatore
City Manager

6.3.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. TO PREPARE A WATER SUPPLY FEASIBILITY STUDY, CIP PW 20-16

WHEREAS, the City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID); and

WHEREAS, the City's water supply has historically been reliable, but due to uncertainty of pending regulatory impacts that could significantly increase the cost for treating groundwater and limit the availability of surface water during dry years, staff needs to explore obtaining alternative water supply sources; and

WHEREAS, on October 14, 2019, Council approved CIP PW 20-16 Groundwater Treatment Improvements to address the regulatory requirements for PFAS in groundwater; and

WHEREAS, due to the projected high costs of groundwater treatment for PFAS, Staff requests Council approval of a Professional Services Agreement with Carollo to prepare a Water Supply Feasibility Study to evaluate alternative water supply sources; and

WHEREAS, Carollo has provided a proposal to prepare a Water Supply Feasibility Study to assess numerous supply options and provide a detailed ranking of each option to help guide staff towards the most feasible solution to plan for future growth and corresponding water supply needs; and

WHEREAS, the cost for Carollo to provide the Water Supply Feasibility Study is \$187,700. Sufficient funds have been allocated in the approved fiscal year budget 2024-2025 for CIP PW 20-16 to pay for the cost of this study.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve to approve a Professional Services Agreement (PSA) with Carollo in the amount of \$187,700 to provide a Water Supply Feasibility Study for CIP PW 20-16, Groundwater Treatment Improvements.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL SERVICES WITH CAROLLO ENGINEERS,
INC.**

**TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE GROUND
WATER TREATMENT IMPROVEMENTS CIP PW 20-16**

THIS AGREEMENT, dated for convenience this **9th day of June**, is by and between **Carollo Engineers, Inc. ("CONSULTANT")** and the **City of Lathrop**, a California municipal corporation ("**CITY**");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional 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 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 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 standards of its profession by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California, 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 **\$187,700** for the Professional 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 – CAROLLO ENGINEERS, INC.
TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE GROUND WATER TREATMENT
IMPROVEMENTS CIP PW 20-16

(3) Effective Date and Term

The effective date of this Agreement is **June 9, 2025**, and it shall terminate no later than **June 30, 2026**.

(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) 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 **Justin Peterson, P.E., Principal-in-Charge**. 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.

CITY OF LATHROP – CAROLLO ENGINEERS, INC.
TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE GROUND WATER TREATMENT
IMPROVEMENTS CIP PW 20-16

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.

(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 (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general

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aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.

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- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after

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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.

(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, (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

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for damages. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits for economic, incidental, liquidated, or consequential damages to CITY or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's sub-consultants, that impact project completion and/or success.

(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. 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.

(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.

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IMPROVEMENTS CIP PW 20-16

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Phone: (916) 565-4888
Fax: (916) 565-4880

(16) CITY-Provided Information and Services

CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon such information and services provided by CITY and others in performing CONSULTANT's services under this Agreement.

(17) Estimates and Projections

CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the schedule of others, over the incoming water quality and/or quantity, or over the way CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgement. CONSULTANT cannot and does not guarantee that actual schedules, costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify CITY and/or any third party in the future, except to the extent such inconsistencies are caused by CONSULTANT's negligent performance hereunder.

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(18) Access

CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

(19) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours. Documents, including drawings and

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IMPROVEMENTS CIP PW 20-16

specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.

- (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.
- (r) The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or

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otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

(20) 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.

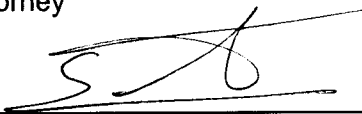
(21) Signatures

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 – CAROLLO ENGINEERS, INC.
TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE GROUND WATER TREATMENT
IMPROVEMENTS CIP PW 20-16

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 5-29-2025

Recommended for Approval:

City of Lathrop
City Engineer



Brad Taylor Date 5/29/2025

Approved by:


City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution #: _____


Stephen J. Salvatore Date
City Manager

Consultant:

Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Fed ID # 86-0899222
Business License # NLB-000545-2025

DocuSigned by:


Signature Date 5/29/2025
Justin Peterson Associate Vice President
Print Name and Title

Signed by:


Signature Date 5/29/2025
Anne E. Prudhel Executive Vice President
Print Name and Title

Task Description	Hours by Classification										Subs and Other Direct Expenses	Estimated Fee
	Principal-In-Charge	Project Manager	Resources Lead	Water Treatment Lead	Project Engineer - Water Treatment	Project Engineer - Water Resources	Senior GIS	GIS	Word Processing	Total Hours	Labor	
Task 1 - Analysis of Water Supply Options	8	36	48	48	92	246	4	24	0	518	\$ 132,100	\$ 7,700
Task 1.1 Initial Characterization of Water Supply Options	4	16	10	8	8	14	2	6	0	60	\$ 16,600	\$ 900
Task 1.2 Water Quality Sampling and Analysis	2	2	8	8	40	24	0	0	0	76	\$ 18,400	\$ 1,100
Task 1.3 Further Develop Potential Supply Options	0	58	16	40	40	192	2	18	0	326	\$ 80,400	\$ 4,900
Task 1.4 Recommended Near-Term Supply Option	2	20	14	4	4	16	0	0	0	56	\$ 16,700	\$ 800
Task 2: Regional Planning - Baseline Analysis	6	18	0	0	0	72	8	24	0	128	\$ 30,300	\$ 1,900
Task 2.1 Compile Available Data and Information	0	6	0	0	0	40	0	0	0	46	\$ 11,000	\$ 700
Task 2.2 Develop County-Wide Map and Tabular Summary of Demands and Reported S	6	12	0	0	0	32	8	24	0	82	\$ 19,300	\$ 1,200
Task 3: Project Management	0	28	16	0	0	0	0	0	0	44	\$ 15,800	\$ 700
Task 3.1 Coordination Meetings	0	24	16	0	0	0	0	0	0	40	\$ 13,600	\$ 600
Task 3.2 Invoicing and Progress Reports	0	4	0	0	0	0	0	0	0	4	\$ 1,400	\$ 100
Total Hours and Fee	14	142	64	92	318	12	48	0	690	\$ 177,400	\$ 10,300	\$ 187,700

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$15.00 per hour.

City of Lathrop

Water Supply Feasibility Study

Schedule

Task Name	May 2015		Jun 2015		Jul 2015		Aug 2015		Sep 2015	
	5/5	5/6	6/5	6/6	7/5	7/6	8/5	8/6	9/5	9/6
Task 1 – Analysis of Water Supply Options	▽									
Task 1.1 Initial Characterization of Water Supply Options										
Kickoff Meeting/Workshop										
Task 1.2 Water Quality Sampling and Analysis										
Task 1.3 Further Develop Potential Supply Options										
Task 1.4 Recommended Near-Term Supply Options	◇									
Water Supply Evaluation Workshop										
Task 2	▽									
Task 2.1 Compile Available Data and Information										
Task 2.2 Develop County-Wide Map and Tabular Summary of Demands and Reported Supplies										
County-Wide Summary Workshop										
Task 3	▽									
Task 3.1 Coordination Meetings										
Task 3.2 Invoicing and Progress Reports										

City of Lathrop
Water Supply Feasibility Study
Scope Outline
05/28/2025

Task 1 – Analysis of Water Supply Options

This task includes identification, evaluation and prioritization of water supply options.

Task 1.1 Initial Characterization of Water Supply Options

Consultant will review the list of potential water supply options along with any relevant background documents (in coordination with Task 2). The Consultant will convene a kickoff workshop with the City to develop rough concepts and critical information needs for each of the options. The water supply options are presented below, and are categorized as Priority 1 through 3. The draft fact sheets (developed in Task 1.3) will be delivered to the City in these groupings to facilitate efficient review.

The list of potential supply options includes:

- Priority 1
 - SSJID Phase 2A (roughly 5 mgd near term upgrade)
 - SSJID Phase 2
 - PFAS Treatment of groundwater
 - Blending SSJID water with well water to reduce PFAS concentration below MCL
 - Local Tap Water Filters for PFAS (purchased by City and use required by municipal code)
 -
- Priority 2
 - New Surface Water Treatment Plant
 - San Joaquin River
 - Brown Sand and Gravel lake
 - Perfecting and use of riparian rights
 - Wastewater Change Petition water (recover wastewater discharged to river as potable)
 - Cal Water
 - Stockton East

- Farmington Dam
 - Existing water supply and service boundary modification
- Priority 3
 - Expanded ASR
 - Deep Ground Water ASR (below Corcoran Clay)
 - Non-Potable Reuse
 - Urban landscape irrigation
 - Ag Irrigation
 - Indirect/Direct Potable Reuse
 - Sites Reservoir

Deliverables:

- Workshop presentation materials
- Meeting notes

Assumptions:

- Kickoff workshop will be virtual
- City staff will provide information on water rights, as necessary.
- City staff will coordinate with other agencies, as necessary, for data and information.

Task 1.2 Water Quality Sampling and Analysis

Based on the water supply options concepts (developed in Task 1.1), the Consultant will identify necessary field sampling and laboratory analysis. The consultant will develop a tabular summary of sampling locations, sampling procedures and laboratory analyses.

Sampling and analysis of the following sources will likely be conducted:

- Groundwater from existing City wells
- San Joaquin River?
- Brown Sand and Gravel lake
- Deep groundwater?
- Wastewater effluent

The consultant will oversee the sampling activities, coordinate the laboratory analyses, and summarize the results. The results will be compared to existing primary and secondary MCLs, and other parameters that impact treatability, and will be used to inform development of conceptual treatment trains as part of Task 1.3.

Deliverables:

- Draft - Tabular summary of field sampling and laboratory analyses
- Final- Tabular summary of field sampling and laboratory analyses based on City review

Assumptions:

- Field sampling will be conducted by the by the Consultant or Sub-consultant.
- Analytes will be determined based on water source
- Field sampling and lab analyses cost are not included in the budget.

Task 1.3 Further Develop Potential Supply Options

Consultant will further develop the water supply options to a conceptual level to support an evaluation/prioritization process. For each option, the Consultant will develop a water supply option fact sheet. Each fact sheet will include:

- Estimated potential yield.
- Major infrastructure components and alignments.
- Treatment needs.
- Planning level cost estimates.
- Integration into the existing system.
- Major regulatory permits and approvals.
- Approximate implementation timeline.
- Additional studies needed to refine options and or fill data/information gaps
- Considerations associated with longer-term future water supply options.

Deliverables:

- Draft Fact Sheets for each option
- Final Fact Sheets for each option

Assumptions:

- City staff will coordinate with other agencies, as necessary.
- The level of detail and certainty in the fact sheets will vary depending on available information. Key information gaps will be identified for each option.

Task 1.4 Recommended Near-Term Supply Option

Consultant will facilitate a multi-criteria evaluation of the options. In coordination with the City with the City, Consultant will develop ranking criteria and associated metrics. The evaluation will be conducted in a workshop with the City. This will involve quantitative

and/or qualitative scoring each option based on the identified metrics. The outcome will be a relative prioritization of water supply options.

Deliverables:

- Workshop presentation materials
- Ranking results
- Meeting notes

Assumptions:

- In-person workshop

Task 2 – Regional Planning – Baseline Analysis

This task involves development of baseline information that would be used to support further investigation of regional water supply solutions in San Joaquin County.

Task 2.1 Compile Available Data and Information

Consultant will review and synthesize data and information that is presented in existing reports, including:

- UWMPs
- Data reported to DDW (eAR)
- Ag Management Plans
- GSPs documents
- IRWMPs
- Master Plans or Feasibility Studies

Consultant will prepare a reference list and high-level summary of reviewed reports and identify data and/or information gaps.

Deliverables:

- Draft and Final Tabular Summary of reviewed reports and information sources used.

Assumptions:

- City staff will coordinate with other agencies, as necessary.

Task 2.2 Develop County-Wide Map and Tabular Summary of Demands and Reported Supply Use

Consultant will develop detailed tabular and mapped summaries of water demands and supplies, based on information compiled in Task 2.1.

Consultant will develop higher-level visual summaries in the form of maps, graphics or tables for the purpose of internal communication with City managers and elected officials, and external outreach with cities and agencies. Consultant will convene a workshop to present and refine the visual summaries.

Deliverables:

- Draft and Final Detailed Tabular and Mapped Summaries
- Draft and Final High-Level Visual Summaries (maps, graphics, tables)

Assumptions:

- Virtual workshop
- The analysis of water demands and supplies will rely on available documents and online resources.
- The availability of supply and demand information for small water systems (i.e. systems that do not develop UWMPs), domestic wells, and agricultural areas may be limited. Gaps in supply/demand information will be identified. City staff will coordinate with other agencies, as necessary, obtain additional information.

ITEM 4.13

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

RECOMMENDATION: **Adopt Resolution to Approve Amendment No. 4 to the Professional Services Agreement with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36**

SUMMARY:

On January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design. In April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project. Also, in August 2023, Amendment No. 2 with Carollo was approved to provide grant administration support services and to increase the target drilling depth of a new monitoring well. In October 2024, Amendment No. 3 was approved to provide additional geochemical testing to evaluate whether pH adjustment of the water is required. On April 14, 2025, Council approved a construction contract with Well Industries, Inc., for the Well Drilling Package.

Staff requests City Council to approve Amendment No. 4 in the amount of \$99,612 with Carollo to provide Engineering Services During Construction (ESDC) for the Well Drilling Package. Sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.

BACKGROUND:

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply historically has been reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs. An ASR project allows for improved reliability of the City's water supplies by pumping and storing water during wet seasons into the ground for subsequent recovery and use during dry seasons, times of drought, or water supply shortage.

On December 12, 2022, Council approved a resolution authorizing a grant application, acceptance and execution for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP) administered by the Department of Water Resources (DWR).

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE AMENDMENT NO. 4 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

In April 2023, Amendment No. 1 was approved with Carollo for Tasks 1-6 under their March 2023 scope and fee proposal for tasks related to the design and bidding phases of the project. On June 9, 2023 DWR issued the Award Notification to the City to inform that the City of Lathrop was awarded \$4,500,000 for the UCDRGP. On August 14, 2023, Council approved Amendment No. 2 with Carollo for the additional tasks needed for grant administration support and to add additional depth for a second monitoring well. On October 14, 2024, Amendment No. 3 was approved to provide additional geochemical testing to evaluate whether pH adjustment of the water is required. On April 14, 2025, Council approved a construction contract with Well Industries, Inc., for the Well Drilling Package.

Additional services from Carollo are requested to provide the ESDC for the Well Drilling Package under Amendment No.4 for the ASR Well under Task 7 of their March 2023 scope and fee proposal.

REASON FOR RECOMMENDATION:

Completion of the ASR well will provide improved reliability for the City's water supplies. Approval of Amendment No. 4 with Carollo is requested to provide the engineering services during construction for the Well Drilling Package.

FISCAL IMPACT:

The cost of Amendment No. 4 to provide the ESDC services for the Well Drilling Package is \$99,612. Sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.

ATTACHMENTS:

- A. Resolution to Approve Amendment No. 4 with Carollo Engineers, Inc., for Aquifer and Storage Recovery Well Design Services, CIP PW 22-36
- B. Amendment No. 4 with Carollo Engineers, Inc. for Aquifer Storage and Recovery Well Design Services, CIP PW 22-36

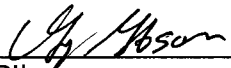
CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING


**APPROVE AMENDMENT NO. 4 WITH CAROLLO ENGINEERS, INC. FOR
AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

APPROVALS:



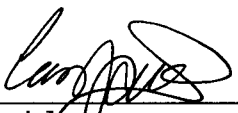
Greg Gibson
Senior Civil Engineer

05/20/2025
Date



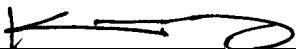
Brad Taylor
City Engineer

5/22/2025
Date



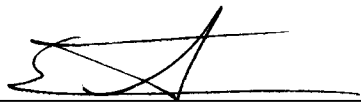
Cari James
Finance Director

5/28/2025
Date



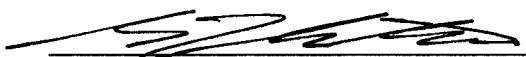
Michael King
Assistant City Manager

5.30.2025
Date



Salvador Navarrete
City Attorney

5.27.2025
Date



Stephen J. Salvatore
City Manager

6.2.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR AQUIFER AND STORAGE RECOVERY, CIP PW 22-36

WHEREAS, on January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design; and

WHEREAS, in April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project (per Tasks 1 through 6 of their March 2023 proposal); and

WHEREAS, on August 14, 2023, Council approved Amendment No. 2 with Carollo for the additional tasks needed for grant administration support and to add additional depth for a second monitoring well; and

WHEREAS, on October 14, 2024, Council approved Amendment No. 3 with Carollo to provide additional geochemical testing to evaluate whether pH adjustment of the water is required; and

WHEREAS, on April 14, 2025, Council approved a construction contract with Well Industries, Inc., for the Well Drilling Package; and

WHEREAS, Amendment No. 4 with Carollo is requested to provide to provide Engineering Services During Construction for the well drilling package as set forth in Task 7 of their March 2023 scope and fee proposal; and

WHEREAS, the cost of Amendment No. 4 is \$99,612. Sufficient funds have been allocated in the approved fiscal year budget 24/25 for CIP PW 22-36.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve Amendment No. 4 with Carollo Engineers, Inc. in the amount of \$99,612 for Engineering Services During Construction for the well drilling package for, Aquifer Storage and Recovery, PW 22-36.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

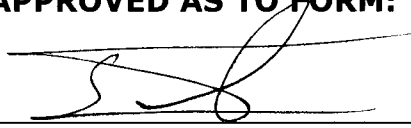
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 4

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
CAROLLO ENGINEERS, INC. DATED JANUARY 10, 2022**

**TO PROVIDE ENGINEERING DESIGN SERVICES DURING CONSTRUCTION FOR
PACKAGE 1 (WELL DRILLING) FOR THE LATHROP AQUIFER STORAGE AND WELL
DESIGN SERVICES, CIP PW 22-36**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 4") to the agreement between Carollo Engineers, Inc. and the City of Lathrop dated January 10, 2022, (hereinafter "AGREEMENT") dated for convenience this **9th day of June 2025**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY") and **Carollo Engineers, Inc.** ("CONSULTANT");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to Professional Engineering Consulting Services, which are required by this agreement; and

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

WHEREAS, on January 10, 2022, by Resolution No. 22-5018, CONSULTANT and CITY entered into an AGREEMENT to provide the Lathrop Aquifer Storage and Recovery Feasibility Study and Funding Support, CIP PW 22-36, not to exceed \$301,744; and

WHEREAS, on April 10, 2023, by Resolution No. 23-5262, CONSULTANT and CITY entered into Amendment No. 1 to provide Tasks 1 through 6 under the March 2023 scope of services for the Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$1,547,242; and

WHEREAS, on August 14, 2023, by Resolution No. 23-5351, CONSULTANT and CITY entered into Amendment No. 2 to provide Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$83,160; and

WHEREAS, on October 14, 2024, by Resolution No. 24-5653, CONSULTANT and CITY entered into Amendment No. 3 to provide Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$198,476; and

WHEREAS, CONSULTANT has provided the CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 4 to provide Task 7 for the Package 1 (Well Drilling) Engineering Services During Construction for the Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$99,612.

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 Engineering Services in accordance with Task 7 of the March 2023 scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated January 10, 2022 and Amendment No. 1 dated April 10, 2023, Amendment No. 2 dated August 14, 2023, and Amendment No. 3 dated October 14, 2024. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and to CITY'S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$99,612** for the services set forth in Exhibit "A" of this AMENDMENT NO. 4, with a total sum not to exceed of \$2,230,234 (\$301,744 for the original AGREEMENT, \$1,547,242 for AMENDMENT NO. 1, \$83,160 for AMENDMENT NO. 2, \$198,476 for AMENDMENT NO. 3 and \$99,612 for this 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

The effective date of AMENDMENT NO. 4 is **June 9, 2025**, and it shall terminate no later than **June 30, 2026**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated January 10, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

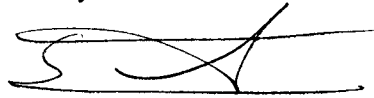
(5) Signatures

The individuals executing this AMENDMENT NO. 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 – CAROLLO ENGINEERS, INC.
AMENDMENT NO. 4 TO PROVIDE AQUIFER STORAGE AND RECOVERY WELL DESIGN SERVICES,
CIP PW 22-36

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

5-27-2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
Resolution #:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA
Federal ID # 86-0899222
Lathrop Business License # NLB-000545-2025

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

**EXHIBIT A
SCOPE OF SERVICES**

CITY OF LATHROP

AND

CAROLLO ENGINEERS, INC.

AQUIFER STORAGE AND RECOVERY WELL DESIGN

PURPOSE OF PROJECT

This Scope of Services defines Carollo Engineers, Inc.'s (CONSULTANT) scope, schedule, and budget for furnishing design services for the Aquifer Storage and Recovery (ASR) Well Design Project (Project). The project scope generally includes design of a new ASR well (Well ASR1) with a proposed production capacity of 900 gpm (aquifer storage of up to 1450 acre-feet per year [AFY]), site mechanical improvements, electrical facilities, and ancillary piping. Treated surface water will be supplied to the ASR well from the nearby South San Joaquin Irrigation District (SSJID) turnout (see Attachment 1). Production water will be discharged to the existing storage tanks adjacent to the ASR well site.

This scope of services has been developed based on prior work and findings from the Aquifer Storage and Recovery Feasibility Study and Funding Support Project (CIP PW 22-36) and includes preliminary and detailed design, project bidding and engineering services during construction, ASR well commissioning, and related support tasks.

CONSULTANT'S SERVICES

CONSULTANT will perform the following services:

- Task 1: Project Coordination and Administration
- Task 2: Data Collection and Preliminary Design
- Task 3: DWSAP Report and Outside Agency Permitting
- Task 4: Detailed Design
 - Package 1: ASR Well Drilling, Development, and Testing
 - Package 2: ASR Well Equipping and Site Improvements
- Task 5: Permitting Assistance
- Task 6: Bidding Assistance
- Task 7: Package 1 (Well Drilling) Engineering Services During Construction
- Task 8: Package 2 (Well Equipping) Engineering Services During Construction
- Task 9: ASR Well Commissioning
- Optional Task 10: Additional Monitoring Well Depth and Coring
- Optional Task 11: Grant Administration Support

TASK 1 – PROJECT COORDINATION AND ADMINISTRATION

This task provides for the following:

Task 1.1 Project Monitoring and Administration

Maintain project coordination between the City of Lathrop (CITY) and CONSULTANT team members, including subconsultants. This task includes development of the QA/QC plan and Project Guide, preparation of monthly status reports, internal team meetings, regular correspondence with team members, and review of work progress for quality and completion. Monthly status reports will include the following:

- Description of work completed in reporting period
- Percentage complete to date by task and subtask
- Schedule and budget status
- Deliverable status
- Key decisions and action items
- Potential project issues

Task 1.2 Kickoff and Project Progress Meetings

Monitor project schedule and budget on a continuous basis and prepare monthly invoices and progress reports for submittal to CITY.

This task includes one project kickoff meeting, monthly (virtual) design progress meetings, and three project progress meetings to convene with CITY staff, discuss review comments, and track key decision items. The kickoff meeting will be held shortly after Notice to Proceed. Project progress meetings are scheduled to occur after CITY review of the draft Preliminary Design Report, 60% design, and 90% design deliverable milestones.

Task 1 Deliverables

- QA/QC Plan and Project Guide
- Monthly invoices, project status reports, and schedule updates
- Meeting agendas and minutes
- Decision item, action item, and comment log updates

Task 1 Meetings

- Kickoff meeting (in-person)
- Preliminary Design Report review workshop (in-person)
- 60% design review workshop (in-person)
- 90% design review workshop (in-person)
- Monthly design progress meetings (12 assumed; virtual conference)

TASK 2 – DATA COLLECTION AND PRELIMINARY DESIGN

This task provides for the following:

Task 2.1 Data Collection and Review

Available project data will be collected and reviewed by CONSULTANT. This includes record drawings, local utility information, hydrogeologic data, groundwater quality information, water distribution system data, San Joaquin County Environmental Health Department data, and

findings of previous work. Available data will be used to inform the other work items under this task.

Task 2.2 Surveying and Mapping

This task includes completion of a design-level topographic survey by O'Dell Engineering. The survey extent includes the proposed ASR well site, portions of the adjacent tank site, and a portion of the paved access road leading to the project area. See Attachment 1 for project location. Record drawings for the tank site will be reviewed to determine approximate as-built locations of underground facilities for background site map development.

Task 2.3 Geotechnical Investigation

ENGEO has completed prior geotechnical investigations and furnished geotechnical recommendation for other improvements at and adjacent to the project site. ENGEO will be retained to review prior geotechnical data and provided updated geotechnical recommendations for the following:

- Earthwork and grading.
- Evaluation and mitigation of geologic hazards.
- Current seismic design parameters.
- Approximate depth to groundwater.
- Foundation recommendations for the ASR well building.
- On-grade concrete slabs.
- Flexible pavement improvements.

Structural improvements for this project are assumed to be limited to at-grade concrete equipment slabs, a wellhead pedestal, and a conventional single-story cement masonry unit (CMU) building. ENGEO's recommendations will be presented in a Geotechnical Report Update Memorandum and supplemented with existing geotechnical data that ENGEO has previously obtained in the immediate vicinity of the project site.

Task 2.4 Monitoring Well Installation and Analyses

As described in the ASR feasibility study, Luhdorff & Scalmanini Consulting Engineers (LSCE) will obtain the services of a licensed well driller to complete a second on-site monitoring well to an approximate depth of 900 ft below ground surface (BGS). The monitoring well will be used to evaluate groundwater conditions to the stated depth and be used to determine the design depth of the ASR well.

Update Groundwater Mounding Analysis

The quantity of the available recharge water is a major consideration with regard to assessing the feasibility of recharge. LSCE will conduct screening level groundwater/surface water modeling to assess the technical and practical feasibility of the proposed ASR project. The groundwater modeling evaluation will simulate the effects of recharge on the water table and vadose zones and also be used as a tool to evaluate volumes and rate(s) of recharge and to simulate how the groundwater responds under various recharge scenarios. LSCE will build upon previous work to efficiently develop GIS mapping solutions, numerical modeling, and will utilize supplemental information from the CITY. LSCE will also utilize information developed by previously conducted pumping tests and will rely on that information to refine aquifer parameters. MODFLOW and MT3DMS will be used to estimate groundwater flow,

mounding (groundwater rising), travel times, underground retention times (URT) and transport of recharge water. The modeling effort will yield calibrated aquifer parameters to augment future modeling efforts that will eventually be needed. The initial development of estimated injection volume will be conducted after the completion of Task 2.1 (data collection and review) and 2.4 (monitoring well installation) which will be critical to addressing the following questions:

- Where may aquifer recharge be feasible, at what rates, and native water quality.
- How much surface water may be available for recharging, when surface water is available, and what is its water quality.
- How much water is required to meet existing and future demands.

Update Geochemical Modeling

LSCE will build upon previous work to efficiently conduct the modeling update. Geochemical analysis for this ASR phase of the project will be preliminary, focusing on known or potential geochemical issues. For this desktop geochemical evaluation, the geochemical modeling program PHREEQC or Geochemist's Workbench will be used to conduct a mixing analysis and to identify the potential for geochemical reactions that could result in a reduction in the injection efficiency of the ASR system. The chemistry of all potential water sources that might be mixed will need to be available including groundwater chemistry from all locations of potential injection wells as well as the chemistry of injected water. Mixing ratios will be derived from modeling efforts and the full spectrum of mixing ratios will be included in the modeling.

Task 2.5 Preliminary Design Report

The Preliminary Design Report (PDR) will serve as the basis for final construction documents. The PDR will include findings and recommendations from the ASR feasibility study, data collection and review (Task 2.1), surveying and mapping (Task 2.2), geotechnical investigation (Task 2.3), and monitoring well installation (Task 2.4). Based on discussions with CITY staff, the ASR well will receive injection water from the nearby SSJID turnout; ASR well discharge water will be conveyed directly into the on-site CITY-owned storage tanks. Supplemental booster pumping out of the storage tanks is excluded from this scope of work.

The PDR will include a Class 5 estimate of probable construction cost as defined by AACE International and a preliminary construction schedule for project completion.

A draft PDR will be submitted for CITY review and then refined and resubmitted in final version following the PDR review meeting. All key decisions, action items, and responses to CITY comments will be tracked and submitted with the final PDR.

Task 2 Assumptions

- CITY will furnish all available reports and studies, including hydrogeologic data, groundwater quality information, water distribution system data, and hydraulic model files where required.
- Record drawings and as-built data for the SSJID and CITY improvements on the ASR well site will be sufficient for development of yard piping drawings; supplemental potholing and utility locating are excluded from this scope of work.

- All project improvements will occur within the ASR well site and the adjacent (existing) storage tank site as shown on Attachment 1.
- Design of off-site improvements is excluded from this project.
- Based on the ASR feasibility study, a pH adjustment system will be required prior to injecting SSJID-supplied water. Assumptions for the pH adjustment system include:
 - SSJID water will be supplied at a pH ranging from approximately 7.8 to 8.0.
 - pH will be adjusted to down to approximately 7.0 to 7.2 prior to injection.
 - Recovered water pH will be raised from approximately 7.0-7.2 to approximately pH 7.9 prior to discharge to the CITY distribution system.
 - pH reduction will be by either carbon dioxide or sulfuric acid. CONSULTANT will perform a planning level alternatives analysis with process flow diagrams, preliminary site layouts, and planning level cost estimates for each (two alternatives total).
 - pH increase will be by caustic soda. No alternative chemicals will be evaluated.
 - CONSULTANT will use the RTW model to evaluate chemical doses required based on expected water quality as provided by the CITY.
 - The PDR will document design doses, chemical strength, storage volumes, and other chemical system design criteria for selected alternative.
 - CITY will provide:
 - Water quality from SSJID to be used for modeling chemical doses required to achieve target pH changes.
 - Target CITY distribution system pH.
 - Water quality of the water recovered from the ASR well for modeling chemical doses required to achieve target pH changes.
- Distribution system water quality modeling is excluded from this scope of work.
- Structural improvements for this project are assumed to be limited to at-grade concrete equipment slabs, a wellhead pedestal, and a conventional single-story cement masonry unit (CMU) building to house the ASR well pedestal and related electrical equipment.
- The local storm drainage and/or sanitary sewer collection systems are sufficiently sized to handle periodic pump-to-waste flows from the ASR well; CITY staff will provide confirmation of available storm and/or sewer system capacity via hydraulic modeling or other methods.
- All deliverables will be provided in electronic format (PDF).

Task 2 Deliverables

- Draft and final Geotechnical Update Memorandum
- Draft and final Preliminary Design Report

TASK 3 – DWSAP REPORT AND OUTSIDE AGENCY PERMITTING

The State Water Resources Control Board (SWRCB) has recently recognized that it is the best interest of the state to develop a comprehensive regulatory approach for ASR projects and has adopted general water discharge requirements for ASR project that inject drinking water into groundwater (Order No. 2012-0010-DWQ or ASR General Order). The ASR General Order provides a consistent statewide regulatory framework for authorizing both pilot ASR testing and permanent ASR projects. LSCE and CONSULTANT will conduct a pre-application meeting with both the RWQCB and the California Division of Drinking Water (DDW) to review the proposed well site and approach to construct and test Well ASR1. LSCE will evaluate and summarize the DDW permitting requirements for Well ASR1 and prepare the required DDW submittal. The initial DDW submittal document will request siting concurrence for the new well based on compliance with SWRCB setbacks. Concurrence on the well siting is required to proceed with the design and construction of the well. LSCE will also make other DDW submittals for the preliminary and final amended water supply permit. The preliminary water supply permit includes well design information, site plan, and preliminary Drinking Water Source Assessment and Protection (DWSAP) application. The Final water supply permit submittal will include updates to the information from the preliminary submittal in addition to the Operations Plan, well and chlorination data sheets, an engineering report, and final as-built diagrams.

LSCE will contact all applicable agencies as needed to establish permitting requirements for well drilling and construction, flood plain mitigations, encroachment permits, Waste Discharge Requirements, discharge to sanitary sewer, and electrical service application.

Task 3 Deliverables

- Notice of Intent (NOI) Application Package
- Preliminary and final DWSAP Report
- Well Completion Report

Task 3 Assumptions

- Any and all necessary temporary construction easements, permanent easements, and/or land acquisition services will be obtained and/or furnished by the CITY.

TASK 4 – DETAILED DESIGN

Two separate design packages are assumed under this task:

- Package 1: ASR Well Drilling, Development, and Testing.
- Package 2: ASR Well Equipping and Site Improvements.

This scope of work assumes that Package 1 will be completed first and advertised for bid such that the well drilling, development, and testing operations will be completed prior to completion of Package 2 design.

Task 4.1 Package 1 - Plans, Specifications, and Estimate

LSCE will prepare 95% and 100% specifications and bid set submittals that will include detailed construction requirements that must be followed by the well drilling contractor during every phase of the project, including the minimum acceptable methods for drilling fluid control, conditioning of the borehole for casing and gravel envelope installation, well development and

testing, and performance standards. Other site-specific items will include requirements for site security/access control, sound barriers, containment and disposal of drill cuttings and handling of discharge water during development and test pumping in accordance with applicable local, state, and federal regulations.

LSCE will provide front end specifications to supplement CITY-provided front-end documents, tech specifications, drawings, engineers cost estimate and schedule.

Task 4.2 Package 2 - 60% Plans, Specifications, and Estimate

For Package 2, CONSULTANT will design site civil, mechanical, and electrical improvements for injecting treated surface water into the ASR well and discharging groundwater to the adjacent tank site.

CONSULTANT will develop 60% plans, specifications, and construction cost estimates for the ASR Well Design Project. The project is assumed to consist of the following basic elements:

- New ASR well.
- Installation of a new motor control center (MCC) and related electrical facilities.
- CMU building to house the ASR well, pH adjustment system(s), MCC, and variable frequency drive (if required).
- Ancillary site, civil, piping, and mechanical improvements.
- Carbon dioxide or sulfuric acid storage and feed system as determined in the PDR alternatives analysis.
- Caustic soda storage and feed system.

All cost estimates will be prepared in accordance with AACE International guidelines.

Following CITY review of the 60% design submittal, CONSULTANT will meet with CITY to solicit feedback, review comments, and discuss next steps.

Task 4.3 Package 2 - 90% Plans, Specifications, and Estimate

Following receipt of all CITY comments on the 60% design submittal, CONSULTANT will develop the 90% design submittal. All comments, decisions, and action items will be logged for record. CONSULTANT will provide a comments response log with the 90% design submittal for CITY review. Following CITY review of the 90% design submittal, CONSULTANT will meet with CITY to solicit feedback, review comments, and discuss next steps.

Task 4.4 Package 2 - Bid Documents

Following receipt of all CITY comments on the 90% design submittal, CONSULTANT will develop the Bid Documents submittal. All comments, decisions, and action items will be logged for record. CONSULTANT will provide a comments response log with the Bid Documents submittal for CITY review.

Task 4 Deliverables

- 60% design submittal (Package 2)
- 90% design submittal (Package 2)
- 95% design submittal (Package 1)

- Bid set submittal (Packages 1 and 2)

Task 4 Assumptions

- All deliverables will be provided in electronic format (PDF).
- CITY comments will be compiled into a single document for CONSULTANT review.
- CITY front-end documents will be provided for CONSULTANT review and use.
- Well drilling, development, and testing will be submitted as a separate design package.
- Soils are assumed to be adequate for traditionally founded structures; deep foundations will not be required.
- The proposed ASR well building will be sized to house the ASR wellhead, immediate downstream mechanical improvements, chemical storage and feed systems, and related electrical facilities (MCC and variable frequency drives, if required).
- ASR well injection and discharge connections will be made to existing on-site yard piping facilities.
- ASR well instrumentation will tie into existing on-site facilities.
- pH adjustment chemical system assumptions:
 - Chemical storage and feed will be housed inside the CMU building with the ASR well and electrical equipment. If carbon dioxide is selected, the storage will be in an outdoor tank. Separate rooms will be provided for each chemical.
- SCADA programming and integration services are excluded from this scope of work.
- Design of the following improvements are excluded from this scope of work:
 - Permanent and temporary emergency generators.
 - On-site fire protection facilities.
 - Off-site pipelines, including water, storm, and sewer facilities.
 - Natural gas facilities.
 - Site security improvements.
 - SCADA network upgrades and improvements.
 - The site is located on CITY owned property and no further easements or land acquisitions are required for project development.

TASK 5 – PERMITTING ASSISTANCE

This task provides for the following:

Task 5.1 Permitting Assistance

This task includes supplemental agency coordination and completion of necessary permits not included under Task 3. Coordination with the SWRCB, DDW, and San Joaquin County Environmental Health Department (SJCEHD) related to permitting for drilling, construction, and testing of the new well is anticipated. The contractor selected to drill the production well will be responsible for procurement and administration of the drilling permit. CONSULTANT and LSCE

will submit plans and applications and administer other permits as needed. This task assumes the CITY will be responsible for payment of all filing fees.

Task 5 Assumptions

- Forty (40) staff hours, including two meetings with agency leads in the Sacramento or Lathrop areas, are assumed for Task 5.1.
- CITY will retain a third-party CEQA consultant for environmental planning and permitting; CEQA, CEQA-Plus, and NEPA permitting efforts are excluded from CONSULTANT's scope of services.
- CONSULTANT will furnish technical data to the CEQA consultant under Task 5.1.

TASK 6 – BIDDING ASSISTANCE

This task provides bidding assistance for two separate bid packages (Package 1 and Package 2) as described under Task 4. This task provides for the following:

Task 6.1 Attend Pre-Bid Conference

CONSULTANT's Project Manager or Project Engineer will attend the pre-bid conference for Package 2 as scheduled by the CITY and note any questions for later response by addendum.

Task 6.2 Prepare Addenda

CONSULTANT and/or LSCE will prepare addenda in response to questions received by the CITY in writing. CONSULTANT and/or LSCE will submit the addenda to the CITY directly for distribution to prospective bidders.

Task 6.3 Bid Tab Analysis

LSCE (Package 1) and CONSULTANT (Package 2) will review the submitted contractor bids and prepare a bid tab evaluation for the CITY.

Task 6 Assumptions

- CITY will administer the bid process, including posting bid advertisements, receiving questions from prospective bidders, issuing responses to questions (responses provided by CONSULTANT and/or LSCE), scheduling pre-bid conferences, receiving bids, publicly opening bids, and posting bid results.
- Up to two addenda for each bid package are assumed under this task.
- CITY will receive written questions from prospective bidders and provide to CONSULTANT and/or LSCE for response.
- CITY will distribute addenda to prospective bidders.

TASK 7 – PACKAGE 1 ENGINEERING SERVICES DURING CONSTRUCTION

Task 7.1 Pre-Construction Conference

LSCE will attend a pre-construction conference with the contractor to answer technical or logistical questions concerning project approach and completion.

Task 7.2 ASR Well Construction Oversight

LSCE will provide the following services during construction of Package 1:

- Verify ASR well location.
- Witness conductor/surface casing installation.
- Monitor drilling operations and borehole construction.
- Inspect and verify casing and screen materials.
- Witness borehole conditioning and casing assembly installation.
- Inspect gravel pack and seal placement and estimate final quantities for installation.

TASK 8 – PACKAGE 2 ENGINEERING SERVICES DURING CONSTRUCTION

Task 8.1 Pre-Construction Conference

CONSULTANT's Project Manager and Project Engineer will attend a pre-construction conference with the contractor to answer technical or logistical questions concerning project approach and completion.

Task 8.2 Engineer Site Visits and Progress Meetings

CONSULTANT's Project Manager or Project Engineer will attend regular progress meetings for the duration of construction. This task assumes attendance at up to 24 meetings over a 12-month construction duration.

Task 8.3 Respond to RFIs

CONSULTANT will respond to requests for information (RFIs) submitted by the contractor to the CITY or Construction Manager. Responses will be submitted in writing and delivered to the CITY or third-party construction manager via email. Review of up to 15 RFIs is assumed under this task.

Task 8.4 Shop Drawing Submittal Review

CONSULTANT will review shop drawing submittals for compliance with project plans and specifications. Review of 40 submittals and resubmittals is assumed under this task.

Task 8.5 Change Order Review

CONSULTANT will review proposed change orders and assist the City and Construction Manager with response preparation. If required, supplemental drawings and specifications will be prepared for the change order response. Up to four change orders are assumed under this task.

Task 8.6 Final Acceptance Walk

CONSULTANT's Project Manager or Project Engineer will attend a final acceptance job walk as scheduled by the City and Construction Manager and note any final items required for project completion.

Task 8.7 Record Drawings

CONSULTANT will prepare record drawings based on as-built markups provided by the contractor or CITY's third-party construction manager.

Task 8 Assumptions

- The total duration of construction will not exceed 12 months with active, on-site construction (excluding material procurement periods) requiring approximately 6 months. Due to uncertain conditions in material supply chains and the current bidding environment, this is a preliminary estimate of construction schedule based on available

information; the anticipated construction schedule will be updated as design progresses and submitted to the CITY with each design deliverable (see Task 4).

- Attendance at up to 24 on-site construction progress meetings is assumed.
- Responses to up to 70 RFIs and 100 shop drawing submittals are assumed.
- Responses to up to four design clarifications or change orders are assumed.
- Materials testing during construction will be the responsibility of the CITY or CITY's designated third-party construction manager.

TASK 9 – ASR WELL COMMISSIONING

This task provides for ASR well “cycle one” commissioning support, including interim recharge, to evaluate the operation of the ASR well and adjust controls to optimize long-term operation. ASRS will prepare an O&M manual; conduct operator training; provide a first-year cycle-testing plan to guide ASR operations; monitor data from well operations during the first year after completion of wellhead facilities; and recommend any needed adjustments. The cycle one commissioning support is anticipated to occur over a duration of 12 months.

OPTIONAL TASK 10 – ADDITIONAL MONITORING WELL DEPTH AND CORING

This optional task provides for modifications to the monitoring well construction described under Task 2.4. This option will not be initiated until approved by the CITY in writing.

Optional Task 10.1 Additional Monitoring Well Depth

The optional task provides for drilling the monitoring well deeper than the depth stated under Task 2.4. The cost associated with this task includes drilling to a maximum depth of 1,500 ft BGS. If an intermediate depth (less than 1,500 ft BGS) is desired by the CITY, a modified drilling cost can be provided.

Optional Task 10.2 Wireline Coring of Monitoring Well

This optional task provides for wireline coring of monitoring well (described under Task 2.4 and Optional Task 10.1) to better evaluate geophysical conditions and potential geochemical reactions to ASR operations in the target aquifer. The cost associated with this task includes wireline coring within the monitoring well to a maximum depth of 1,500 ft BGS. If an intermediate depth (less than 1,500 ft BGS) is desired by the CITY, a modified coring cost can be provided.

OPTIONAL TASK 11 – GRANT ADMINISTRATION SUPPORT

CONSULTANT will assist CITY staff with administrative tasks required to comply with grant funding requirements. Anticipated tasks include preparation of quarterly progress reports, project completion reports, and post-construction reports. The final level of effort will depend on the grant awarded and CITY staffing needs. This task assumes up to 80 CONSULTANT staff hours, including one meeting with CITY staff.

TIME OF PERFORMANCE

CONSULTANT will perform the scope of services for Task 1 through Task 6 over an assumed 12-month duration. The durations for Tasks 7 and 8 (Engineering Services During Construction) will be established following completion of Task 2 (Data Collection and Preliminary Design) but

currently assume a duration of 12 months. The duration of Task 9 (ASR Commissioning Support) assumes a duration of 12 months.

PAYMENT

Payment to the CONSULTANT for services performed under this Agreement shall be based on the attached fee proposal (Attachment 2) on a time and materials basis. The not-to-exceed cost limit to the CONSULTANT's services, excluding optional tasks, shall be **\$2,280,423**.

Including optional tasks, the not-to-exceed limit to the CONSULTANT's services shall be **\$3,061,822**.

ATTACHMENT 1



ATTACHMENT 2



CITY OF LATHROP
AQUIFER STORAGE AND RECOVERY WELL DESIGN PROJECT
FEE PROPOSAL
MARCH 2023



	Carollo Engineers, Inc. ⁽¹⁾								Subconsultants ⁽²⁾					Project Total
	Engineering	Senior CAD Tech.	CAD Tech.	Document Processor	Total Hours	Labor Cost	ODC (2)	Carollo Engineers Subtotal	O'Dell Engineer. (Survey)	Pezzoni Engineer. (Electrical)	ENGEO (Geotech.)	LSCE (Hydrogeo.)	ASRS (ASR Systems)	
1 Project Coord. and Admin.	114	-	-	-	114	\$ 30,518	\$ 2,136	\$ 32,654	\$ -	\$ -	\$ -	\$ 13,653	\$ 85,395	\$ 131,702
2 Data Collection and PDR	346	-	-	4	350	\$ 82,306	\$ 5,100	\$ 87,406	\$ 9,240	\$ 3,520	\$ 8,800	\$ 387,860	\$ 41,250	\$ 538,076
3 DWSAP Report	44	-	-	-	44	\$ 10,788	\$ 916	\$ 11,704	\$ -	\$ -	\$ -	\$ 27,500	\$ 8,131	\$ 47,335
4 Detailed Design	1,332	284	260	120	1,996	\$ 455,068	\$ 27,944	\$ 483,012	\$ -	\$ 51,480	\$ -	\$ 12,756	\$ 236,640	\$ 783,887
5 Permitting Assistance	40	-	-	-	40	\$ 10,788	\$ 560	\$ 11,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,348
6 Bidding Assistance	44	8	-	-	52	\$ 12,652	\$ 728	\$ 13,380	\$ -	\$ 770	\$ -	\$ 2,624	\$ 18,119	\$ 34,893
7 Package 1 ESDC	12	-	-	-	12	\$ 3,348	\$ 168	\$ 3,516	\$ -	\$ -	\$ -	\$ 96,096	\$ -	\$ 99,612
8 Package 2 ESDC	1,434	32	120	-	1,586	\$ 412,066	\$ 24,204	\$ 436,270	\$ -	\$ 10,230	\$ -	\$ -	\$ 141,900	\$ 588,400
9 Commissioning	72	-	-	-	72	\$ 18,008	\$ 1,168	\$ 19,176	\$ -	\$ -	\$ -	\$ -	\$ 25,993	\$ 45,169
Carollo Subtotal (Base)	3,438	324	380	124	4,266	\$ 1,035,542	\$ 62,924	\$ 1,098,466	\$ 9,240	\$ 66,000	\$ 8,800	\$ 540,488	\$ 557,428	\$ 2,280,423
Optional Tasks														
10 Additional MW Depth and Coring	20	-	-	-	20	\$ 5,580	\$ 280	\$ 5,860	\$ -	\$ -	\$ -	\$ 731,379	\$ 22,000	\$ 759,239
11 Grant Administration Support	80	-	-	-	80	\$ 21,040	\$ 1,120	\$ 22,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,160
Carollo Subtotal (w/ Optional)	3,538	324	380	124	4,366	\$ 1,062,162	\$ 64,324	\$ 1,126,486	\$ 9,240	\$ 66,000	\$ 8,800	\$ 1,271,867	\$ 579,428	\$ 3,061,822

Notes:

(1) Rates are based on Carollo Engineers, Inc., Fee Schedule as of Jan 1, 2023 for California.

(2) Other direct costs (ODC) include mileage traveling to/from meetings at IRS Federal Rate, travel at cost and Project Equipment and Communication Expense (PECE) at \$14 per direct labor hour.

(3) Includes Subconsultant markup of 10%.

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2023
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$214.00
Professional	263.00
Project Professional	311.00
Lead Project Professional	330.00
Senior Professional	349.00
Technicians	
Technicians	161.00
Senior Technicians	224.00
Support Staff	
Document Processing / Clerical	143.00
Project Equipment Communication Expense (PECE) Per DL Hour	14.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2023	\$.655 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

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ITEM 4.14

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 4 WITH ENGEO, INC. FOR CTF PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Approve Task Order No. 4 with ENGEO, Inc. for Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38 and Approve Budget Amendment**

SUMMARY:

On June 10, 2024, City Council approved Task Order No. 1 to the 2024 Master Agreement with ENGEO, Inc. (ENGEO) for \$260,000 for inspection and materials testing services for the construction of Consolidated Treatment Facility (CTF) Phase 3 Expansion, Capital Improvement Project (CIP) WW 22-38 (Project).

On August 12, 2024, City Council awarded a contract for the construction of the Project. Construction began in early September and is progressing ahead of schedule towards estimated completion in spring of 2026.

Additional funding for further inspection and materials testing services from ENGEO and other services outside of the construction contract's contingency is now needed; however, the funding approved for Task Order No. 1 has been exhausted. Staff therefore requested and received from ENGEO a proposal for the inspection and materials testing services for a cost of \$60,000, included as Attachment B.

Staff request City Council approve Task Order No. 4 with ENGEO for the requested services for the Project for a not-to-exceed cost of \$60,000. Staff also request Council approve a budget amendment transferring \$200,000 from the Wastewater Connection Fund (6030) to the CIP Project Fund (6090) as detailed in the Fiscal Impact Section of this report to provide an additional \$140,000 for other unanticipated construction-related services.

BACKGROUND:

Services contemplated by Task Order No. 4 include materials testing, observation, inspection and special inspections. The Project will continue to need decreasing amounts of these services for approximately one more year, by which time the Project will be substantially complete.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

APPROVE TASK ORDER NO. 4 WITH ENGEO, INC. FOR CTF PHASE 3
EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT**REASON FOR RECOMMENDATION:**

Approval of the requested Task Order No. 4 with ENGEO and requested budget amendment will provide inspection, materials testing and other anticipated services needed to ensure the quality of workmanship and materials on the Project.

FISCAL IMPACT:

Staff request Council approve a budget amendment transferring \$200,000 from the Wastewater Connection Fund (6030) to the CIP Project Fund (6090) as detailed below:

<u>Increase Transfer Out</u>		
6030-9900-990-9010		\$200,000
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$200,000
<u>Increase Expenditures</u>		
6090-8000-420-12-00	WW 22-38	\$200,000

ATTACHMENTS:

- A. Resolution to Approve Task Order No. 4 with ENGEO, Inc. for CTF Phase 3 Expansion, CIP WW 22-38 and Approve Budget Amendment
- B. Task Order No. 4 with ENGEO, Inc. for Inspection and Materials Testing Services for CTF Phase 3 Expansion, CIP WW 22-38

CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE TASK ORDER NO. 4 WITH ENGEQ, INC. FOR CTF PHASE 3
EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT**

APPROVALS:



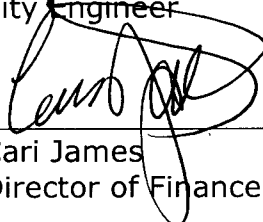
Steven Hollenbeak
Assistant Engineer

5.25.25
Date



Brad Taylor
City Engineer

5/27/2025
Date



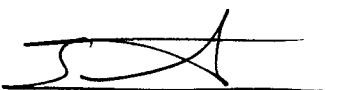
Cari James
Director of Finance

5/29/2025
Date



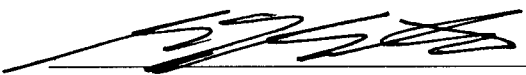
Michael King
Assistant City Manager

5.28.2025
Date



Salvador Navarrete
City Attorney

5.28.2025
Date



Stephen J. Salvatore
City Manager

6.2.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE TASK ORDER NO. 4 WITH ENGEO, INC. FOR CTF PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT

WHEREAS, On June 10, 2024, City Council approved Task Order No. 1 to the 2024 Master Agreement with ENGEO, Inc. (ENGEO) for \$260,000 for inspection and materials testing services for the construction of Consolidated Treatment Facility (CTF) Phase 3 Expansion, Capital Improvement Project (CIP) WW 22-38 (Project); and

WHEREAS, on August 12, 2024, City Council approved a contract for the construction of the Project, and construction has progressed steadily; and

WHEREAS, funds encumbered to Task Order No. 1 have been exhausted; and

WHEREAS, additional inspection and materials testing services from ENGEO and other anticipated services for the Project are needed; and

WHEREAS, staff requested and received from ENGEO a proposal for the inspection and materials testing services for a not to exceed cost of \$60,000; and

WHEREAS, staff request City Council approve Task Order No. 4 with ENGEO for inspection and materials testing services for the Project for a not to exceed cost of \$60,000; and

WHEREAS, staff also request City Council approve a budget amendment transferring \$200,000 from the Wastewater Connection Fund (6030) to the CIP Project Fund (6090) to cover other anticipated services as follows:

<u>Increase Transfer Out</u>		
6030-9900-990-9010		\$200,000
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$200,000
<u>Increase Expenditures</u>		
6090-8000-420-12-00	WW 22-38	\$200,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approve Task Order No. 4 with ENGEO for inspection and materials testing services for a cost of \$60,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approve a budget amendment transferring \$200,000 from the Wastewater Fund (6080) to the CIP Project Fund (6090) as detailed above.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

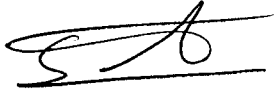
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

CITY OF LATHROP

TASK ORDER NO. 4 PURSUANT TO MASTER CONSULTING AGREEMENT WITH ENGEO INC. DATED JUNE 6, 2024

TO PROVIDE MATERIALS TESTING, OBSERVATION AND SPECIAL INSPECTIONS FOR CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38

THIS TASK ORDER NO. 4, dated for convenience this **9th day of June 2025**, is by and made and entered into by and between **ENGEO Inc.** ("CONSULTANT"), and the **City of Lathrop**, a California municipal corporation of the State of California ("CITY");

RECITALS:

WHEREAS, on June 6, 2024, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Geotechnical Investigations and Engineering Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Geotechnical Investigations and Engineering Services, which are required by this agreement; and

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

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

AGREEMENT

(1) **Incorporation of Master Agreement**

This Task Order No. 4 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Geotechnical Investigations and Engineering Services dated June 6, 2024, 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 provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY's satisfaction.

(3) **Effective Date and Term**

The effective date of this Task Order No. 4 is **June 9, 2025**, and it shall terminate no later than **June 30, 2027**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$60,000.00** for the Materials Testing & Observation and Special Inspections described in Exhibit "A" of Task Order No. 4 pursuant to the Master Agreement dated June 6, 2024. 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 beyond what is expressed in this agreement and Exhibit "A", unless CITY has authorized representative has executed a written change order or authorization describing the extra work and payment terms 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 and 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 – ENGEO, INC.
TASK ORDER NO. 4 TO PROVIDE CONSTRUCTION TESTING & OBSERVATION AND SPECIAL
INSPECTIONS FOR CTF PHASE 3 EXPANSION, CIP WW 22-38

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 5.28.2025

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor Date

Approved by:
Resolution No. 25-

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

ENGEO, Inc.
Steve Harris
17278 Golden Valley Parkway
Lathrop, CA 95330
Fed ID # 94-1748418
Lathrop Business License # LB-001373-2025

Signature Date

Print Name and Title

Signature Date

EXHIBIT A



2633 Camino Ramon, Suite 250
San Ramon, CA 94583
(925) 866-9000 | info@engeo.com

PROPOSAL

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

DATE: May 8, 2025

ENGEO Project No.: 16218.000.008
Phases: 001 and 002
ENGEO Contact: Ken Hamilton

PROJECT NAME: City of Lathrop CTF Phase 3 Expansion

ORIGINAL CONTRACT NO.: City of Lathrop Master Agreement (ENGEO Project No. 16218.000.000)
ORIGINAL CONTRACT DATE: June 6, 2024

Scope of Services: We propose to provide continued materials testing and observation services during site improvements. In general, our scope includes continued testing and observation services, special inspection services, and laboratory testing on an on-call, as-needed basis as requested by Ken Reed (City of Lathrop).

- Phase 001 – Testing and Observation.....**\$25,000**
- Phase 002 – Special Inspections.....**\$35,000**

Estimated Fees: \$60,000 on a time-and-expense basis, as directed by the City of Lathrop.

If you are in agreement with the scope of services and fees outlined in this request, please forward an order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

ENGEO INCORPORATED

BY: 

PRINTED NAME: Steve Harris

TITLE: Principal

DATE: May 8, 2025

kh/sdh/ca

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ITEM 4.15

CITY MANAGER'S REPORT JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE CONSOLIDATION AND EXTENSION
OF EXISTING CONTRACTS WITH AXON FOR
THE LATHROP POLICE DEPARTMENT**

RECOMMENDATION: **Adopt a Resolution to Ratify Consolidation and
Extension of Existing Contracts with Axon for
the Lathrop Police Department**

SUMMARY:

In June 2018, the City Council approved the construction of the Lathrop Police Department building in response to a rapidly growing population and the increased need for public safety services. By June 2022, the City of Lathrop officially launched its own police department.

Since the startup of the Lathrop Police Department, equipment purchased from Axon has unified the operations of body worn cameras, tasers, fleet cameras and in-car video while providing storage for the related data. This has resulted in several contracts that require consolidation. Axon provides body worn cameras (BWC), Tasers and cartridges, interview room equipment, and Evidence.com licensing, tools that are essential to the daily functions of a modern police department. These procurements were pursuant with Lathrop Municipal Code 2.36.110 (d) as Axon holds contract OK-MA-145-015 with the National Association of State Procurement Officials (NASPO) and the pricing is equal to that of the NASPO contract pricing.

To streamline operations and reduce the administrative burden associated with managing multiple contracts—including procurement, invoicing, and equipment oversight—City staff worked with Axon to consolidate all existing agreements into a single contract. The consolidated agreement includes the following additional components not included previously:

- An increase of thirteen (13) Officer Safety Plans (OSPs) to accommodate projected departmental growth,
- Increased virtual reality (VR) training,
- An upgrade to the latest model of Taser,
- Updates to in-car fleet camera equipment, and
- Inclusion of Axon's Fusus real-time crime center (RTCC) platform

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING**RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS WITH AXON FOR THE LATHROP POLICE DEPARTMENT**

Fusus is an integrated public safety technology that allows law enforcement to aggregate and access live video feeds from various public and private cameras, license plate readers, and other sensor systems. It enables officers and dispatchers to have enhanced situational awareness and rapid response capabilities during emergencies and investigations. Integrating Fusus into the department's platform further modernizes operations and strengthens public safety outcomes.

To expedite the upgrade process and align the new contract with the City's fiscal year, the City Manager authorized and signed the agreement. Additionally, June 1st would initiate new invoicing cycles for the existing contracts with Axon. Signing the consolidated contract prior to May 30th resulted in over \$170,000 in savings for the City.

City staff is requesting City Council approval of a resolution to ratify the City Manager's execution of the Axon contract consolidation in the amount of \$1,952,440 for a five year period contingent on future budget approvals. Funding for this expense has been incorporated into the proposed biennial budget for the next two fiscal years. The proposed contract will increase the annual expense by \$8,000 to accommodate for the upgrades to the Taser model and the increased licensing.

BACKGROUND:

To ensure the successful launch of the Lathrop Police Department by June 2022, equipment acquisitions began in late 2020. This included Axon-exclusive products such as BWCs, in-car fleet cameras, investigation room systems, and subscription-based software services.

By mid-2022, the department had entered into six (6) separate contracts with Axon, covering Officer Safety Plans, Evidence.com licenses, Tasers and cartridges, and additional BWCs. As of May 2025, that number had grown to ten (10) active contracts.

To simplify contract management, reduce processing time, and improve operational efficiency, City staff collaborated with Axon to consolidate all existing agreements into a single contract. Pursuant with Lathrop Municipal Code 2.36.110 (d), Axon holds contract OK-MA-145-015 with the National Association of State Procurement Officials (NASPO) and quoted total of \$1,952,440 is equal to the procurement price listed by NASPO. The consolidated agreement provides:

- Expansion of departmental capabilities with thirteen (13) additional OSPs,
- Replacement of outdated Tasers with the newest available model,
- Modernization of in-car fleet camera equipment, and
- Inclusion of Fusus, Axon's real-time crime center platform.

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING**RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS WITH AXON FOR THE LATHROP POLICE DEPARTMENT**

Fusus acts as a central data fusion hub, allowing the Police Department to connect and monitor a wide range of real-time data sources—such as public surveillance cameras, license plate recognition (LPR) systems, and community video feeds. This enhances field operations, investigations, and emergency response coordination.

The City Manager signed the contract to ensure the delivery and installation of the new equipment in July 2025, aligning with the City's fiscal year. Additionally, June 1st would initiate new invoicing cycles for the existing contracts with Axon. Signing the consolidated contract prior to May 30th resulted in over \$170,000 in savings for the City.

City staff is requesting City Council approval of a resolution to ratify the City Manager's execution of the Axon contract consolidation in the amount of \$1,952,440 for a five year period contingent on future budget approvals. Funding for this expense has been incorporated into the proposed biennial budget for the next two fiscal years. The proposed contract will increase the annual expense by \$8,000 to accommodate for the upgrades to the Taser model and the increased licensing.

REASON FOR RECOMMENDATION:

Consolidating the Axon contracts will:

- Improve administrative efficiency by reducing the number of individual contracts,
- Streamline equipment and invoice management processes,
- Enhance officer and public safety through critical equipment upgrades,
- Introduce Fusus, Axon's real-time crime center platform, at no additional cost, further enhancing the department's situational awareness, investigative capability, and emergency response effectiveness.

FISCAL IMPACT:

The total cost associated with the consolidated contract has been included in the proposed biennial budget for the Lathrop Police Department for fiscal years 2025–2026 and 2026–2027.

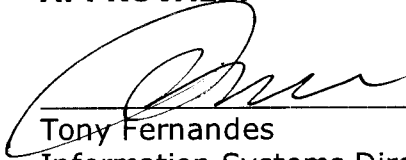
ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify the Quotation for the consolidation of existing contracts with Axon for the Lathrop Police Department.
- B. Quotation for the Consolidation of Existing Contracts with Axon

CITY MANAGER'S REPORT
JUNE 09, 2025 CITY COUNCIL REGULAR MEETING
RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS
WITH AXON FOR THE LATHROP POLICE DEPARTMENT

PAGE 5

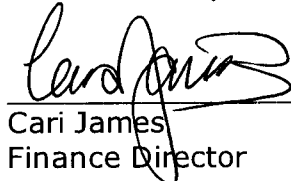
APPROVALS:



Tony Fernandes
Information Systems Director

6-4-2025

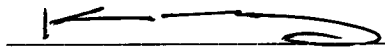
Date



Cari James
Finance Director

6/4/2025

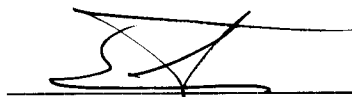
Date



Michael King
Assistant City Manager

6.5.2025


Date



Salvador Navarrete
City Attorney

6-4-2025

Date



Stephen J. Salvatore
City Manager

6-5-25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS WITH AXON FOR THE LATHROP POLICE DEPARTMENT

WHEREAS, June 2022 the City of Lathrop Police Department launched and;
and

WHEREAS, since the startup of the Lathrop Police Department, equipment purchased from Axon has unified the operations of body worn cameras, tasers, fleet cameras and in-car video while providing storage for the related data; and

WHEREAS, as of May 2025, the City had entered into ten (10) active contracts with Axon; and

WHEREAS to simplify contract management, reduce processing time, and improve operational efficiency, City staff collaborated with Axon to consolidate all existing agreements into a single contract; and

WHEREAS, the consolidation includes an upgrade to the existing model of Taser to rectify an existing safety issue; and

WHEREAS, pursuant with Lathrop Municipal Code 2.36.110 (d), Axon holds contract OK-MA-145-015 with the National Association of State Procurement Officials (NASPO) and quoted total of \$1,952,440 is equal to the procurement price listed by NASPO; and

WHEREAS, City Manager approved of the consolidated contract in May 2025 to expedite the upgrade process and align the new contract with the City's fiscal year; and

WHEREAS, signing the consolidated contract prior to May 30th resulted in over \$170,000 in savings for the City due to invoicing cycles; and

WHEREAS, staff requests that the City Council adopt a resolution to ratify the consolidation and extension of the existing contracts with Axon for the Lathrop Police Department for total sum of \$1,952,440 for a five year term.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the consolidation and extension of the existing contracts with Axon for the Lathrop Police Department for a total sum of \$1,952,440 for a five year term.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-661190-45779KP

Issued: 05/02/2025

Quote Expiration: 05/23/2025

Estimated Contract Start Date: 05/11/2025

Account Number: 518257

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Lathrop Police Department 390 Towne Centre Dr Lathrop, CA 95330-9358 USA	Lathrop Police Department - CA 390 Towne Centre Dr Lathrop CA 95330-9358 USA Email:	Kyle Panaszewicz Phone: +1 4803294734 Email: kpanaszewicz@axon.com Fax: (480) 905-2071	Emily Malay Phone: (209) 468-4400 Email: emalay@clathrop.ca.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,898,341.43
ESTIMATED TOTAL W/ TAX	\$1,952,439.35

Discount Summary

Average Savings Per Year	\$186,980.12
TOTAL SAVINGS	\$934,900.61

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$424,729.95	\$23,785.01	\$448,514.96
Jul 2026	\$368,402.87	\$7,578.20	\$375,981.07
Jul 2027	\$368,402.87	\$7,578.20	\$375,981.07
Jul 2028	\$368,402.87	\$7,578.20	\$375,981.07
Jul 2029	\$368,402.87	\$7,578.31	\$375,981.18
Total	\$1,898,341.43	\$54,097.92	\$1,952,439.35

Quote Unbundled Price: \$2,833,242.04
 Quote List Price: \$2,212,764.64
 Quote Subtotal: \$1,898,341.43

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$128,893.69)	(\$128,893.69)	\$0.00	(\$128,893.69)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$185,220.75	\$185,220.75	\$16,206.81	\$201,427.56
Fleet3ARe	Fleet 3 Advanced Renewal	56	60	\$230.37	\$189.57	\$147.63	\$496,036.80	\$220.17	\$496,256.97
T00001	AB4 FLEX POV TAP BUNDLE	3	60	\$6.52	\$7.69	\$0.00	\$0.00	\$0.00	\$0.00
M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	60	\$438.15	\$374.15	\$302.18	\$1,178,502.00	\$36,980.89	\$1,215,482.89
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56			\$2,685.00	\$0.00	\$0.00	\$0.00	\$0.00
70112	AXON SIGNAL - VEHICLE	3			\$279.00	\$0.00	\$0.00	\$0.00	\$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	3			\$299.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	15			\$1,798.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
T10ALCHWIK	TASER 10 A-LA-CARTE Hardware Kit	3	60		\$2,638.11	\$51.46	\$9,262.17	\$690.05	\$9,952.22
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	MAINTENANCE - PER SERVER AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	60		\$28.21	\$28.21	\$5,077.80	\$0.00	\$5,077.80
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	60		\$111.75	\$111.75	\$40,230.00	\$0.00	\$40,230.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	60		\$22.57	\$22.57	\$88,023.00	\$0.00	\$88,023.00
Basic License	Basic License Bundle	11	60		\$16.27	\$16.25	\$10,725.00	\$0.00	\$10,725.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	49		\$1.33	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,898,341.43	\$54,097.92	\$1,952,439.35

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	13	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	07/01/2025

Q-661190-45779KP

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	1	07/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	17	1	07/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	17	1	07/01/2025
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	3	1	07/01/2025
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	3	1	07/01/2025
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	2	1	07/01/2025
AB4 FLEX POV HARDWARE BUNDLE	100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	2	1	07/01/2025
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	3	1	07/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	07/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	07/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100126	AXON VR - TACTICAL BAG	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	65	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	1300	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	650	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	55	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	65	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100748	AXON VR - CONTROLLER - TASER 10	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101294	AXON VR - TABLET	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101300	AXON VR - TABLET CASE	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	65	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	13	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	65	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	130	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
TASER 10 A-LA-CARTE Hardware Kit	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	1	07/01/2025
TASER 10 A-LA-CARTE Hardware Kit	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	07/01/2025
TASER 10 A-LA-CARTE Hardware Kit	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	07/01/2025
A la Carte	70112	AXON SIGNAL - VEHICLE	3	1	07/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	07/01/2026

Q-661190-45779KP

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	67	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	9	1	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	12/31/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	12/31/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	12/31/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	12/31/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	07/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	67	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	9	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	3	1	07/01/2030
AB4 FLEX POV TAP BUNDLE	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	07/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	56	1	07/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	11	08/01/2025	07/31/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	11	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100580	AXON MY90 - LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101706	AXON FUSUS - LICENSE - PRO+ USER	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	20370	AXON VR - USER ACCESS - FULL VR	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73618	AXON COMMUNITY REQUEST	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73638	AXON STANDARDS - LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73739	AXON PERFORMANCE - LICENSE	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	56	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	56	08/01/2025	07/31/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESCREEN	56	08/01/2025	07/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	112	08/01/2025	07/31/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	08/01/2025	07/31/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	08/01/2025	07/31/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	08/01/2025	07/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100105	AXON M990 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	4
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	56
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	65	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	2	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	9	08/01/2025	07/31/2030
ABA FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	3	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	3	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100213	AXON VR - EXT WARRANTY - TABLET	3	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	65	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	13	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	65	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	56	07/01/2026	07/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	07/01/2026	07/31/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	07/01/2026	07/31/2030
TASER 10 A-LA-CARTE Hardware Kit	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	07/01/2026	07/31/2030
TASER 10 A-LA-CARTE Hardware Kit	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	07/01/2026	07/31/2030
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	390 Towne Centre Dr	Lathrop	CA	95330-9358	USA
1	390 Towne Centre Dr	Lathrop	CA	95330-9358	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,500.00	\$0.00	\$1,500.00
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,046.00	\$0.00	\$8,046.00
Year 1	70112	AXON SIGNAL - VEHICLE	3	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	\$0.00	\$0.00	\$0.00
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	\$0.00	\$0.00	\$0.00
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$17,604.60	\$0.00	\$17,604.60
Year 1	BasicLicense	Basic License Bundle	11	\$2,145.00	\$0.00	\$2,145.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	56	\$99,207.36	\$44.03	\$99,251.39
Year 1	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	3	\$0.00	\$0.00	\$0.00
Year 1	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	\$235,700.42	\$7,396.16	\$243,096.58
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	3	\$0.00	\$0.00	\$0.00
Year 1	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	3	\$1,852.43	\$138.01	\$1,990.44
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$185,220.75	\$16,206.81	\$201,427.56
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$128,893.69)	\$0.00	(\$128,893.69)
Total				\$424,729.95	\$23,785.01	\$448,514.96

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,500.00	\$0.00	\$1,500.00
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,046.00	\$0.00	\$8,046.00
Year 2	70112	AXON SIGNAL - VEHICLE	3	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	\$0.00	\$0.00	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	\$0.00	\$0.00	\$0.00
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$17,604.60	\$0.00	\$17,604.60
Year 2	BasicLicense	Basic License Bundle	11	\$2,145.00	\$0.00	\$2,145.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	56	\$99,207.34	\$44.03	\$99,251.37
Year 2	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	3	\$0.00	\$0.00	\$0.00
Year 2	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	\$235,700.42	\$7,396.16	\$243,096.58

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Jul 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 2	T00001	ABA FLEX POV TAP BUNDLE	3	\$0.00	\$0.00
Year 2	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	3	\$1,852.43	\$138.01
Total				\$368,402.87	\$7,578.20
					\$375,981.07

Jul 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,500.00	\$0.00
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,046.00	\$0.00
Year 3	70112	AXON SIGNAL - VEHICLE	3	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	\$0.00	\$0.00
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$17,604.60	\$0.00
Year 3	BasicLicense	Basic License Bundle	11	\$2,145.00	\$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	56	\$99,207.34	\$44.03
Year 3	H00001	ABA Camera Bundle	15	\$0.00	\$0.00
Year 3	H00002	ABA Multi Bay Dock Bundle	2	\$0.00	\$0.00
Year 3	H00004	ABA FLEX POV HARDWARE BUNDLE	3	\$0.00	\$0.00
Year 3	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	\$235,700.42	\$7,396.16
Year 3	T00001	ABA FLEX POV TAP BUNDLE	3	\$0.00	\$0.00
Year 3	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	3	\$1,852.43	\$138.01
Total				\$368,402.87	\$7,578.20
					\$375,981.07

Jul 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,500.00	\$0.00
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,046.00	\$0.00
Year 4	70112	AXON SIGNAL - VEHICLE	3	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	\$0.00	\$0.00
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$17,604.60	\$0.00
Year 4	BasicLicense	Basic License Bundle	11	\$2,145.00	\$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	56	\$99,207.34	\$44.03
Year 4	H00001	ABA Camera Bundle	15	\$0.00	\$0.00
Year 4	H00002	ABA Multi Bay Dock Bundle	2	\$0.00	\$0.00
Year 4	H00004	ABA FLEX POV HARDWARE BUNDLE	3	\$0.00	\$0.00
Year 4	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	\$235,700.42	\$7,396.16
Year 4	T00001	ABA FLEX POV TAP BUNDLE	3	\$0.00	\$0.00
Year 4	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	3	\$1,852.43	\$138.01
Total				\$368,402.87	\$7,578.20
					\$375,981.07

Jul 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,500.00	\$0.00

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Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	\$1,015.56	\$0.00	\$1,015.56
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$791.52	\$0.00	\$791.52
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,046.00	\$0.00	\$8,046.00
Year 5	70112	AXON SIGNAL - VEHICLE	3	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	56	\$0.00	\$0.00	\$0.00
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	\$0.00	\$0.00	\$0.00
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	65	\$17,604.60	\$0.00	\$17,604.60
Year 5	Basic License Bundle		11	\$2,145.00	\$0.00	\$2,145.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	56	\$99,207.34	\$44.05	\$99,251.39
Year 5	H00001	AB4 Camera Bundle	15	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	3	\$0.00	\$0.00	\$0.00
Year 5	M00043	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM ISLE	65	\$235,700.42	\$7,396.25	\$243,096.67
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	3	\$0.00	\$0.00	\$0.00
Year 5	T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	3	\$1,852.43	\$138.01	\$1,990.44
Total				\$368,402.87	\$7,578.31	\$375,981.18

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-315264, Q-330015, Q-346200, Q-389914, Q-398162, Q-419857, Q-449647, Q-505258, Q-513297, Q-519448, Q-581268, Q-611208, Q-613307, Q-613345

Agency is terminating those contracts effective 8/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$56,777.46

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-315264 - INUS278056 - 9/4/2024 - \$8,728.00

Q-346200 - INUS344225- Pending - 6/1/2023 - \$52,415.94

Q-346200 - INUS344226- Pending - 6/1/2024 - \$52,415.94

Q-449647 - Pending - 5/1/2025 - \$8,574.40

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.



Signature

5.27.25

Date Signed

5/2/2025



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Lathrop Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant to this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant to this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION INC. FOR THE CONSTRUCTION OF RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL PROJECT, CIP PS 25-12**

RECOMMENDATION: **Adopt a Resolution to Approve a Construction Contract with Pacific Excavation Inc. for the Construction of River Islands Parkway and Oberlin Avenue Traffic Signal Project, CIP PS 25-12**

SUMMARY:

At the direction of the City Council and in alignment with their strategic objectives to enhance public safety and improve traffic flow, the Traffic Signal at River Islands Parkway and Oberlin Avenue, PS 25-12, has been fully designed and is now ready for construction. This project is a key component of the City's broader efforts to accommodate increased traffic demand associated with ongoing residential and commercial development in the area.

Staff request City Council approve a construction contract with Pacific Excavation, Inc. for the construction of the River Islands Parkway and Oberlin Avenue Traffic Signal, PS 25-12 in the amount of \$616,073 and authorize a 15% contingency of \$92,411 for a total construction budget of \$708,484.

BACKGROUND:

Since the construction of Champions Park, there has been a noticeable increase in pedestrian traffic traveling to and from the park from surrounding neighborhoods. This rise in foot traffic has raised concerns among residents about the safety and efficiency of the intersection at River Islands Parkway and Oberlin Avenue. Although the intersection is currently controlled by an all-way stop, residents have expressed growing concerns about potential conflicts between pedestrians and vehicles.

During the Regular City Council Meeting on September 9, 2024, City Council determined that enhanced pedestrian safety measures were warranted to increase the safety of pedestrians crossing River Islands Parkway to access Champions Park. Council directed staff to proceed with the installation of a temporary All-Way Stop Control (AWSC) along with a marked pedestrian crossing at the intersection. Additionally, Council instructed staff to begin planning for the eventual replacement of the AWSC with a traffic signal, as future conditions may justify such an upgrade.

The All-Way Stop Control (AWSC) and pedestrian crossing were installed by City staff on September 24, 2024. Staff also conducted a warrant analysis for the installation of a traffic signal at the intersection and determined that a signal does not meet the

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC. FOR CONSTRUCTION OF RIVER ISLAND PKWY AND OBERLIN AVENUE TRAFFIC SIGNAL PROJECT, CIP PS 25-12**

Manual on Uniform Traffic Control Devices (MUTCD) warrants based on current conditions and projected future traffic volumes.

City Council approved the creation of Capital Improvement Project (CIP) PS 25-12 on October 14, 2024, for the design and installation of a traffic signal at the intersection of River Islands Parkway and Oberlin Avenue (the "Project"). In accordance with this directive, staff solicited a proposal from Hexagon Transportation Consultants, Inc. (Hexagon) to provide professional design services for the proposed traffic signal.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on May 15, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 3.30. Four (4) bids were received and opened by the City Clerk on June 4, 2025; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

***Table 1: Summary of Bid Results
River Island Pkwy and Oberlin Avenue
Traffic Signal Installation
Project***

Contractor	Base Bid
St. Francis Electric, LLC.	\$797,142.00
Mike Brown Electric	\$783,922.00
Bear Electric Solutions	\$759,535.00
Pacific Excavation, Inc.	\$616,073.00

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Pacific Excavation, Inc., with a base bid of \$616,073. Staff request City Council adopt a resolution to award a construction contract to Pacific Excavation, Inc. for \$616,073 for the construction of the Project.

Staff also request City Council authorize a 15% contingency of \$92,411 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$708,484.

REASON FOR RECOMMENDATION:

CIP PS 25-12 will fulfill the request of City Council to install a traffic signal at the Intersection.

FISCAL IMPACT:

The River Islands Pkwy and Oberlin Avenue Traffic Signal Project, CIP PS 25-12, is an approved project in the City's Capital Improvement Plan, covered under CIP

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC.
FOR CONSTRUCTION OF RIVER ISLAND PKWY AND OBERLIN AVENUE
TRAFFIC SIGNAL PROJECT, CIP PS 25-12**

Project Fund (3310). The proposed construction contract with Pacific Excavation, Inc., is for \$616,073. A 15% contingency is requested in the amount of \$92,411 for a total construction budget of \$708,484. Sufficient funds have been allocated in the approved CIP budget (Fund 3310) to fully cover the cost of the project. Therefore, there is no additional fiscal impact associated with the requested action.

ATTACHMENTS:

- A. Resolution to Approve a Construction Contract with Pacific Excavation, Inc. for River Island Pkwy and Oberlin Avenue Traffic Signal Project, CIP PS 25-12
- B. Construction Contract with Pacific Excavation, Inc. for River Islands Pkwy and Oberlin Avenue Traffic Signal Project, CIP PS 25-12

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC.
FOR CONSTRUCTION OF RIVER ISLAND PKWY AND OBERLIN AVENUE
TRAFFIC SIGNAL PROJECT, CIP PS 25-12

APPROVALS:



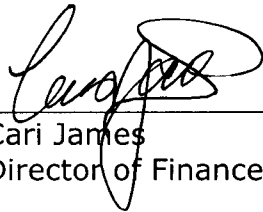
Leisser Mazariegos
Project Manager

June 4, 2025
Date



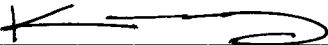
Brad Taylor
City Engineer

6/4/2025
Date



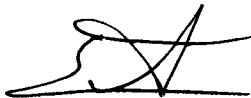
Cari James
Director of Finance

6/4/2025
Date



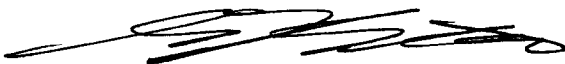
Michael King
Assistant City Manager

6.4.2025
Date



Salvador Navarrete
City Attorney

6-4-2025
Date



Stephen J. Salvatore
City Manager

6.5.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC. FOR RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL PROJECT, CIP PS 25-12

WHEREAS, on September 9, 2024, during a Regular Scheduled Council Meeting, City Council formally directed staff to initiate the process of installing a traffic signal at the intersection of River Islands Parkway and Oberlin Avenue; and

WHEREAS, the All-Way Stop Control (AWSC) and pedestrian crossing were installed by City staff on September 24, 2024. Staff also conducted a warrant analysis for the installation of a traffic signal at the intersection and determined that a signal is not warranted based on current conditions and projected future traffic volumes; and

WHEREAS, at the direction of the City Council, City staff established Capital Improvement Project (CIP) PS 25-12 on October 14, 2024, for the design and installation of a traffic signal at the intersection of River Islands Parkway and Oberlin Avenue (Project); and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on May 15, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 3.30; and

WHEREAS, four (4) bids were received and opened by the City Clerk on June 4, 2025; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Pacific Excavation, Inc. with a base bid of \$616,073; and

WHEREAS, staff request that Council award a construction contract to Pacific Excavation, Inc. in the amount of \$616,073 for the construction of the Project; and

WHEREAS, staff also request Council authorize a 15% contingency in the amount of \$92,411, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$708,484; and

WHEREAS, sufficient funds were allocated to CIP PS 25-12, to award the construction contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a construction contract with Pacific Excavation, Inc., for the construction of River Islands Parkway and Oberlin Avenue Traffic Signal Project, CIP PS 25-12 with a base bid of \$616,073; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% contingency of \$92,411, for a total construction budget of \$708,484 and authorizes staff to spend up to this amount as necessary to achieve the goals of the Project.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of June 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

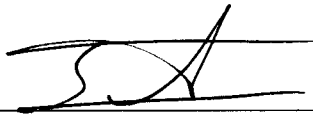
ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **June 9, 2025**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and Pacific Excavation, Inc., (Contractor), whose Taxpayer Identification Number is 95-4398585.

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 **River Islands Parkway and Oberlin Avenue Traffic Signal Project, CIP PS 25-12 (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract is generally described as, but not necessarily limited to the provision and installation of a complete traffic signal and all relevant components along with traffic control devices such as signage, pavement markings and traffic striping, and performing all appurtenant work in place and ready for use, and any task necessary to accomplish the aforementioned tasks. All as shown in the Contract Plans and Specifications.

This Project has 45 working days, which shall start on the date noted on the 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: Six Hundred Sixteen Thousand Seventy Three Dollars

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 Warranty Bond Acknowledgement) and the Bid Documents submitted by the Contractor on June 4, 2025. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

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

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

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

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

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

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

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

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

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

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

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

PHONE: (209) 207-2651
FAX: (209) 941-7449
ATTN: Construction Project Manager

To Contractor: Pacific Excavation, Inc.
9796 Kent Street,
Elk Grove, CA 95624
(916) 686-2800

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:

- A. Contractor's Submitted Bid Packet

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Brad Taylor, City Engineer

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: River Islands Parkway and Oberlin Avenue Traffic Signal Installation,
CIP No. PS 25-12

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

BASIS OF AWARD

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

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

**RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC
SIGNAL INSTALLATION
CIP NO. PS 25-12**

BID SCHEDULE

BID ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	Mobilization	LS	1	4,770.00	4,770.00
2	Construction Staging, Traffic Control, and Construction Area Signs	LS	1	7,498.00	7,498.00
3	Type 1 A/1 B Signal Pole w/ Foundation	EA	4	8,670.00	34,680.00
4	Type 19 Pole w/ Foundation	EA	2	45,200.00	90,400.00
5	Type 26 Pole w/ Foundation	EA	2	47,650.00	95,300.00
6	Vehicle Signal Head, Mast Arm Mounted 3-Section	EA	6	1,225.00	7,350.00
7	Vehicle Signal Head, Pole Mount 3-Section	EA	4	1,210.00	4,840.00
8	Vehicle Signal Head, Pole Top 3-Section	EA	8	1,215.00	9,720.00
9	Vehicle Signal LED Module	EA	54	375.00	20,250.00
10	APS 2-Wire Central Control Unit	EA	1	1,610.00	1,610.00
11	APS PPB Unit and Sign, furnish and install	EA	8	1,115.00	8,920.00
12	Ped. Signal & Mounting (w/ LED Module)	EA	8	1,125.00	9,000.00
13	Luminaires	EA	4	1,110.00	4,440.00
14	#2 Pull Box with Cover for PG&E	EA	1	2,790.00	2,790.00
15	#5 Pull Box with Cover	EA	1	975.00	975.00
16	#6 Pull Box with Cover	EA	8	1,285.00	10,280.00
17	N48 Pull Box with Cover	EA	1	4,410.00	4,410.00
18	Opticom Detection System (4 detectors)	EA	1	18,270.00	18,270.00
19	Video Detection System (4 cameras), furnish and install	EA	1	59,260.00	59,260.00
20	Controller and Cabinet, furnish and install	EA	1	44,920.00	44,920.00
21	Service Pedestal, Type III-AF, furnish and install	EA	1	26,520.00	26,520.00
22	Surveillance Equipment Enclosure (foundation and equipment)	EA	1	2,650.00	2,650.00
23	2" PVC Sch. 40 Conduit	LF	20	4.00	80.00
24	2-1/2" PVC Sch. 40 Conduit	LF	180	5.00	900.00
25	3" PVC Sch. 40 Conduit	LF	280	6.00	1,680.00

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

BID ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
26	4" PVC Sch. 40 Conduit	LF	170	7.00	1,190.00
27	Innerduct, furnish and install	LF	440	4.00	1,760.00
28	Trench, Backfill, PCC/AC Repair	LF	640	62.00	39,680.00
29	#14 - #8 Conductors	LF	2,740	3.00	8,220.00
30	#6 - #1 Conductors	LF	640	4.00	2,560.00
31	CAT5E Cable	LF	1,000	4.00	4,000.00
32	Emergency Vehicle Preemption Cable (Opticom)	LF	680	4.00	2,720.00
33	Fiber Optic Cable, 12 -strand, furnish and install	LF	1,440	12.00	17,280.00
34	Remove Conductors/Cable and clean conduit	LF	1,400	3.00	4,200.00
35	Traffic Signal Cable (03 conductor)	LF	1,360	8.00	10,880.00
36	Traffic Signal Cable (12 conductor)	LF	1,360	12.00	16,320.00
37	Video Coax/Power Hybrid Cable	LF	680	3.00	2,040.00
38	Illuminated Street Name Signs (LED Edge Lit)	EA	4	3,250.00	13,000.00
39	Sign, Regulatory, install on signal mast arm	LS	1	2,250.00	2,250.00
40	Obliterate Pvm. Marking (Word)	EA	8	385.00	3,080.00
41	Sign Post, remove	EA	7	150.00	1,050.00
42	Sign, salvage from roadside post/pole	EA	19	50.00	950.00
43	Remove Exist. Thermo Striping	LS	1	1,965.00	1,965.00
44	Traffic Stripe, 12" Wht. (Thermo.)	LF	445	7.00	3,115.00
45	PCC Sidewalk (remove and replace new)	SF	240	30.00	7,200.00
46	Master Photoelectric Control Unit (PEU)	EA	1	650.00	650.00
	TOTAL BID				616,073.00

TOTAL BID: 616,073.00TOTAL BID IN WORDS: Six Hundred Sixteen Thousand Seven Hundred and NO

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Tim Paxin's Pacific Excavation, Inc., dba Pacific Excavation

9796 Kent Street, Elk Grove, Ca. 95624

- (2) Bidder's telephone number: 916-686-2800

- (3) Bidder's email address: pgastelum@pacificexcavation.com

- (4) Bidder's Contractor's License # / Expiration Date / Classification:

694400 / 8/31/2026 / A - CID

- (5) Bidder's DIR Registration # / Expiration: 1000000188 /

6/30/2025

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

Name: Danny Gurtado Date of Inspection: May 25, 2025

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

Project	Contract Price	Name, Address and Telephone Number of Owner

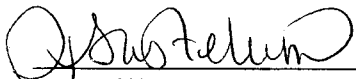
See Attached

Experience Statement



Owner / General:	Project:	Amount:
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 Chris Fallbeck (916) 584-5315	Florin Road Pavement Rehab	\$1,570,040.56
		Completed 2024
CMB 4370 Town Center Blvd#100 El Dorado Hills, Ca 95762 Zach Bosch (916) 500-3896	Traffic Signal E Bidwell	\$590,533.50
		Completed 2024
City of Sacramento 915 I Street Rm 2000 Sac., Ca 95814 Adam Randolph arandolph@cityofsacramento.org	Northgate Blvd Traffic Signal	\$1,379,769.63
		Completed 2023
City of Modesto 1010 Tenth Street 3 rd floor Modesto, Ca 95354 Steven Castillo (209) 577-5215	Traffic Signal Oakdale & Claratina	\$478,581.00
		Completed 2023
Reynen & Bardis 350 University Ave #180 Sacramento, Ca 95825 Doug Handen doug@handenco.com	Traffic Signal Big Horn & Tarak	\$500,202.00
		Completed 2024

All projects above were completed on time with no liquated damages, claims, lawsuits or stop notices


Prescilla Gastelum
Corporate Secretary

6/2/25

Date

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

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

Work to be Performed	Subcontractor Name	Subcontractor Address	California Contractor's License No.	DIR No.	Percent of Work
Bid Item #1, 40 thru 44	Centerline Striping Co.	9847 Dino Dr. Elk Grove, CA 95624	499345	100004030	100% of each Bid Item
					or 2.4% of total Bid
Partial Bid Item #33 F/O Testing Termination	Intelecom Data and Fiber Inc.	9415 Bowman Way Elk Grove, CA 95758	903104	1000005486	11% of Bid Item or less than
					1/2 Percent of total Bid

Note: Attach additional sheets if required.



[Public Works Support](#)

[Log in](#)

[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000004030 - CENTERLINE STRIPING COMPANY INC.

1000004030 - CENTERLINE STRIPING COMPANY INC.

Customer Account Lookup

PWCR

1000004030

Contractor Status

DIR Approved

CSLB

499345

Business Phone

9166868860

Ext

Registration Start Date

2024-07-01

Legal Entity Name

CENTERLINE STRIPING COMPANY INC.

Doing Business As (DBA)

CENTERLINE STRIPING CO., INC.

Business Structure

Corporation

Président

Leallyn Breault

Email

lisa@centerlinestriping.com

Registration End Date

2027-06-30

Crafts

Parking and Highway Improvement

Address

Mailing Address

9847 DINO DR.

Mailing Address - City

ELK GROVE

Mailing Address - State

CA

Mailing Address - Zip

95624

Mailing Address - Country

United States of America

Physical Address

9847 DINO DR.

Physical Address - City

ELK GROVE

Physical Address - State

CA


Physical Address - Zip

95624

Physical Address - Country

United States of America

Related Lists

Registration Dates 



Public Works Support

Log in

Contractor Registration Search

Project Registration Search

Register

Home > Customer Account Lookup > 1000005486 - INTELECOM DATA AND FIBER, INC.

1000005486 - INTELECOM DATA AND FIBER, INC.

Customer Account Lookup

PWCR

1000005486

Contractor Status

DIR Approved

CSLB

903104

Business Phone

916-670-6269

Ext

Registration Start Date

2023-07-01

Legal Entity Name

INTELECOM DATA AND FIBER, INC.

Doing Business As (DBA)

INTELECOM DATA AND FIBER, INC.

Business Structure

Corporation

President

JAMES M. YOUNG

Email

intelecom@surewest.net

Registration End Date

2025-06-30

Crafts

Telecommunications Technician

Address

Mailing Address

9415 BOWMONT WAY

Mailing Address - City

ELK GROVE

Mailing Address - State

CA

Mailing Address - Zip

95758

Mailing Address - Country

United States of America

Physical Address

9415 BOWMONT WAY

Physical Address - City

ELK GROVE

Physical Address - State

CA

Physical Address - Zip

95758

Physical Address - Country

Related Lists

Registration Dates **(10)**

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

ADDENDA

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

1

Respectfully submitted,

Tim Paxin's Pacific Excavation, Inc.,
dba Pacific Excavation

6/2/2025
Dated

Legal Name of Firm


Signature of Authorized Representative Corp Sec

(Seal)

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

California

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

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

Tim Paxin President Elk Grove, Ca. 95624

Jim Paxin V. President Elk Grove, Ca. 95624

Prescilla Gastelum Corp. Secretary Elk Grove, Ca. 95624

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Tim Paxin's Pacific Excavation, Inc.

as PRINCIPAL, and Great American Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **River Islands Parkway and Oberlin Avenue Traffic Signal Installation, CIP No. PS 25-12.**

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

00300-7

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

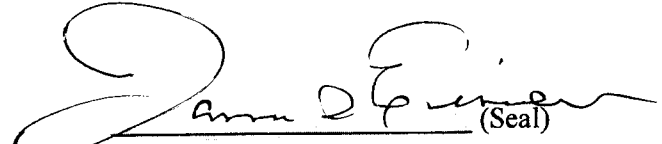
BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19 day
of May, 2025

Tim Paxin's Pacific Excavation, Inc. (Seal)

Great American Insurance Company (Seal)

 (Seal)
Corp. Sec

 (Seal)
James D. Einerson, Attorney-in-Fact

Address: _____
9796 Kent Street Elk Grove, CA 95624

Address: _____
301 E 4th Street Cincinnati, OH 45202

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

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On May 19, 2025 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared -----James D. Einerson, Attorney-in-Fact-----,
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/●
subscribed to the within instrument and acknowledged to me that he/●/they executed the same in
his/●/their authorized capacity(ies), and that by his/●/their signature(●) on the instrument the
person(●), or the entity upon behalf of which the person(●) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail C. Einerson (Seal)



GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

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

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of MAY, 2025.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 15TH day of MAY, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19 day of May, 2025



Atty L C. B.

Assistant Secretary

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____) ss.

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

Prescilla Gastelum
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of _____

State of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

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

Seal _____

Signature _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

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

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California
County of Sacramento

Subscribed and sworn to (~~or affirmed~~) before
on this 2nd day of JUNE, 2025,
by PRESCILLA GASTELUM
(1) _____

(and) (2) _____,
Name(s) of Signer(s)

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

Signature Michelle L. Pereira
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No X

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

None

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

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

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

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

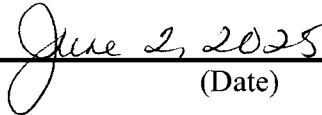
BID PROPOSAL FORMS

AFFIRMATIVE ACTION PROGRAM CERTIFICATE

The Bidder hereby certifies that Bidder is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

BIDDER


(Signature)


(Date)

Bidder's Name: Tim Paxin's Pacific Excavation, Inc., dba Pacific Excavation

9796 Kent Street, Elk Grove, Ca. 95624

Address: _____

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed, and submitted by each Bidder and shall be a part of the Contract Documents.)

(END OF SECTION)

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
SUBMIT WITH BID

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Tim Paxin's Pacific Excavation, Inc dba Pacific Excavation

DIR Registration Number: 1000000188

Bidder further acknowledges: Prescilla Gastelum

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Bidder's Signature: Prescilla Gastelum

Bidder's Name and Title: Prescilla Gastelum / Corp. Sec

Firm: Tim Paxin's Pacific Excavation, Inc. dba Pacific Excavation

Date: June 2, 2025

(END OF DOCUMENT)

00300-12

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

BIDDER CERTIFICATIONS

1. The Bidder certifies that it will or will continue to provide a drug-free work place by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's work place and specifying the actions that will be taken against employees for violation of such prohibition:

1. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement.
2. Notifying the employee in the statement that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than 5 calendar days after such conviction:
 - 1) Notifying the Owner in writing within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - 2) Taking 1 of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law.
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.
 - c. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.

B. Establishing an ongoing drug-free awareness program to inform employees about:

SECTION 00300

River Islands Parkway and Oberlin Avenue Traffic Signal Installation
CIP: PS 25-12

BID PROPOSAL FORMS

1. The dangers of drug abuse in the work place.
2. The Bidder's policy of maintaining a drug-free work place.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations
5. occurring in the work place.

C. Making a good faith effort to continue to maintain a drug-free work place through implementation of the requirements stated in this Document.

WORK LOCATIONS

1. The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this Contract:

A. Place(s) of Performance: (Street address, city, county, state, zip code):

Pacific Excavation, Inc

9796 Kent Street Elksview, CA 95624

BIDDER Tim Paxip's Pacific Excavation, Inc
dba: Pacific Excavation

(Signature)

(Date)

CA



[Public Works Support](#)

[Log in](#)

[Contractor Registration Search](#)

[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000000188 - Tim Paxin's Pacific Excavation Inc

1000000188 - Tim Paxin's Pacific Excavation Inc

Customer Account Lookup

PWCR

1000000188

Contractor Status

DIR Approved

CSLB

694400

Business Phone

9166862800

Ext

Registration Start Date

2022-07-01

Legal Entity Name

Tim Paxin's Pacific Excavation Inc

Doing Business As (DBA)

Tim Paxin's Pacific Excavation Inc

Business Structure

-- None --

President

TIM PAXIN

Email

pgastelum@pacificexcavation.com

Registration End Date

2025-06-30

Crafts

Laborer and Related Classifications Electrician Cement Mason Operating Engineer (Heavy and Highway Work) LABORER

Address

Mailing Address

9796 Kent St176089142

Mailing Address - City

Elk Grove

Mailing Address - State

CA

Mailing Address - Zip

95624

Mailing Address - Country

United States

Physical Address


Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates 

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**CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC. FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by Bockmon & Woody Electric Co., Inc. for South Lathrop Surveillance System, CIP GG 23-19, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, Ratify City Manager's Execution of Contract Change Order Number 2 and Approve Budget Amendment**

SUMMARY:

Bockmon & Woody Electric Co., Inc. (Bockmon & Woody) has completed construction of South Lathrop Surveillance System, Capital Improvement Project (CIP) GG 23-19 (Project). Staff inspected the improvements, and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

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

Staff request City Council accept the improvements constructed by Bockmon & Woody for the Project. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Bockmon & Woody in the amount of \$10,296 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

Staff also request City Council ratify the City Manager's execution of Contract Change Order (CCO) 2 and approve budget amendment.

BACKGROUND:

On September 24, 2024, City Council awarded a construction contract to Bockmon & Woody for the South Lathrop Surveillance System CIP GG 23-19 (Project) in the amount of \$159,321, approved a 20% construction contingency of \$31,865 and authorized staff to spend up to that amount as necessary to achieve the goals of the project.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC. FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT**

The Project scope consisted of installing conduit, fiber optic cable, new network enclosures and associated components to expand network capabilities and install surveillance systems that will help ensure public safety and ensure compliance with state and federal laws.

Two CCOs totaling \$46,603 were issued during the construction of the project; therefore, the final contract price of the project is \$205,924. As the Project's total budget with contingency was \$191,186, staff request City Council ratify the City Manager's execution of CCO #2 and approve a budget amendment transferring \$14,942 from the South Lathrop fund (2670) to the CIP Project fund (3010) as shown in the Fiscal Impact section of this document to cover the outstanding balance of CCO #2.

Bockmon & Woody successfully completed the construction of the project. Upon acceptance of the improvements, the performance and payment bonds (Bond No. 070216787, \$159,321) will be released and replaced with a warranty bond (Bond No. 070216787, \$20,592). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Bockmon & Woody has also provided the necessary lien releases for the materials supplied and completed work.

Staff request City Council accept the public improvements constructed by Bockmon & Woody for CIP GG 23-19. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody in the amount of \$10,296 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

The project was completed by Bockmon & Woody pursuant to the contract documents dated September 24, 2025. Staff inspected the improvements, and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

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

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC. FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT

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

FISCAL IMPACT:

The cost for CCO #1 for \$16,474 and CCO#2 for \$30,129 totaling \$46,603 were issued during the construction of the project; therefore, the final contract price of the project is \$205,924. As the Project's total budget with contingency was \$191,186, staff request City Council ratify the City Manager's execution of CCO 2 and approve a budget amendment transferring \$14,942 from the South Lathrop fund (2670) to the CIP Project fund (3010) to cover the outstanding balance of CCO 2 as shown below and close out the project.

Increase Transfer Out

2670-9900-990-9010		\$14,942
--------------------	--	----------

Increase Transfer In

3010-9900-393-0000	GG 23-19	\$14,942
--------------------	----------	----------

Increase Appropriation

3010-8000-430-3700	GG 23-19	\$14,942
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ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by Bockmon & Woody Electric Co., Inc. for South Lathrop Surveillance System, CIP GG 23-19, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, Ratify City Manager's Execution of Contract Change Order Number 2 and Approve Budget Amendment
- B. Notice of Completion – South Lathrop Surveillance System, CIP GG 23-19
- C. Fully Executed Contract Change Order No. 2 with Bockmon & Woody, Inc. for the South Lathrop Fiber Optic Extension, CIP GG 23-19

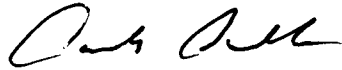
CITY MANAGER'S REPORT

PAGE 4

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC. FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT

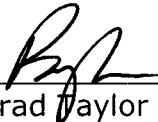
APPROVALS:



Carlos Carrillo
Management Analyst

6/2/2025

Date



Brad Taylor
City Engineer

6/2/2025

Date



Tony Fernandes
Director of Information Technology

6-2-2025

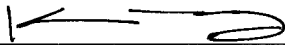
Date



Cari James
Finance Director

6/2/2025

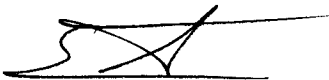
Date



Michael King
Assistant City Manager

6.2.2025

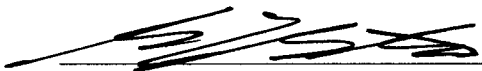
Date



Salvador Navarrete
City Attorney

6-2-2025

Date



Stephen J. Salvatore
City Manager

6.3.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC. FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT

WHEREAS, on September 24, 2024, City Council awarded a construction contract to Bockmon & Woody for the South Lathrop Surveillance System CIP GG 23-19 (Project) in the amount of \$159,321, approved a 20% construction contingency of \$31,865 and authorized staff to spend up to that amount to achieve the goals of the project; and

WHEREAS, the Project scope consisted of installing conduit, fiber optic cable, new network enclosures and associated components to expand network capabilities and install surveillance systems that will help ensure public safety and ensure compliance with state and federal laws; and

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

WHEREAS, two CCOs totaling \$46,603 were issued during the construction of the project; therefore, the final contract price of the project is \$205,924; and

WHEREAS, the Project's total budget with contingency was \$191,186, staff requests City Council ratify the City Manager's execution of CCO 2; and

WHEREAS, staff request City Council approve a budget amendment to transfer \$14,942 from the South Lathrop fund (2670) to the CIP fund (3010) to cover the cost of CCO 2 and close out the project as shown below; and

<u>Increase Transfer Out</u>		
2670-9900-990-9010		\$14,942
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 23-19	\$14,942
<u>Increase Appropriation</u>		
3010-8000-430-3700	GG 23-19	\$14,942

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

WHEREAS, upon acceptance of the improvements, the performance and payment bonds (Bond No.070216787) will be released and replaced with a warranty bond (Bond No.070216787 \$20,592); and

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

WHEREAS, staff request City Council accept the public improvements constructed by Bockmon & Woody for the South Lathrop Surveillance System, CIP GG 23-19; and

WHEREAS, staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody in the amount of \$10,297 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Bockmon & Woody for The South Lathrop Surveillance System, CIP GG 23-19 pursuant to the contract documents dated September 24, 2024; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Bockmon & Woody in the amount of \$10,297 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does ratify the City Manager's execution of CCO 2; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve a budget amendment to transfer \$14,942 from the South Lathrop fund (2670) to the CIP fund (3010) to cover the outstanding balance of CCO 2 and close out the project as shown above.

The foregoing resolution was passed and adopted this 9th day of June 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**" B "**

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
 NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330
 (If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).
- That on the 9th day of June 2025 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: Bockmon & Woody Electric Co, Inc.
- That the name and address of the transferor is:
 NAME STREET AND NO. CITY STATE
Bockmon & Woody Electric Co., Inc 1528 El Pinal Dr. Stockton , CA 95205
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
CIP GG 23-19 South Lathrop Surveillance System

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

CITY OF LATHROP

By: _____
 Stephen J. Salvatore, City Manager Date

By: _____
 Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **June 9, 2025** by **Bockmon & Woody Electric Co., Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **June 9, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

"C"

City of Lathrop - Public Works Department - Construction Management
CONTRACT CHANGE ORDER NO. 2

South Lathrop Fiber Optic Extension

The subject contract is modified as herein specifically set forth, but that in all other respects, the contract remains unaltered

Change Order Date: 4/28/25

Contractor Name: Bockmon & Woody Electric Co., Inc.

Contractor Address: 1528 El Pinal Dr. P.O. Box 1018

Project Name: South Lathrop Fiber Optic Extension

CIP Number: GG 23-19

NOTE: THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE CITY.

Requested by:

Description of Work:

A.) Bore and install 2" conduit at three locations to gain continuity for continued fiber run.

Cost:
\$ 28,096.00

B.) Upgraded fuses to 10 amp due to rush current blowing 5 amp fuses

\$ 2,033.00

C.)

D.)

E.)

F.)

G.)

H.)

I.)

J.)

K.)

By reason of this change order, the time of completion will be adjusted as follows:

Additional Days

SUBTOTAL1 \$ 30,129.00

SUBTOTAL FROM PAGE 2 \$ 0.00

TOTAL INCREASE \$ 30,129.00

Reviewed By:

Department Budget Analyst

Approved By:

City Manager

Date

Date

Reviewed By:

City Engineer

Approved As to Form By:

City Attorney

Date

Date

We, the undersigned contractor, have given careful consideration to the changes proposed and hereby agree, if this proposal is approved, we will provide all equipment, furnish all labor and materials, and perform all services necessary for the work above specified, and will accept as full payment the prices shown above.

Contractor:

Accepted By:

Bockmon & Woody Electric Co., Inc.

Gary Woody

58EAA03733054C5...

DocuSigned by:

Nick Woody

5D6E0FC78ABB468...

5/13/2025

Printed Name & Title:

Gary Woody

Co-CEO

Nick Woody

Co-CEO

Attachments:

PCOs 2 & 3



City of Lathrop - Public Works Department - Construction Management
CONTRACT CHANGE ORDER NO. 2

South Lathrop Fiber Optic Extension

Description of Work:

Cost:

- L.)
- M.)
- N.)
- O.)
- P.)
- Q.)
- R.)
- S.)
- T.)
- U.)
- V.)

SUBTOTAL 2 \$ 0.00



CONTRACT CHANGE ORDER WORK SHEET:
(To be filled out prior to execution of each change order)
CONTRACT CHANGE ORDER NO. 2

South Lathrop Fiber Optic Extension

PROJECT STATUS:

1	Budget Amount:	\$	\$ 191,185
2	Original Contract Amount:	\$	\$ 159,321
3	Original Contingency Amount:	\$	\$ 31,864
4	Supplemental Contingency Amount:	\$	
5	<u>Total Approved Change Orders to Date:</u>	\$	<u>\$ 16,474</u>
6	Current Contract Amount (2+5):	\$	\$ 175,795
7	Remaining Contingency (3+4-5):	\$	\$ 15,390
8	Proposed Change Order # 2 Amount:	\$	\$ 30,129
9	Total Change Orders including proposed	\$	\$ 46,603
10	Remaining Contingency Balance:	\$	-\$ 14,739



CHANGE ORDER JUSTIFICATION
South Lathrop Fiber Optic Extension
CIP # GG 23-19
CHANGE ORDER No. 2

Date: 4/28/25

Resolution: 24-5634

Project Name: South Lathrop Fiber Optic Extension

Contractor: Bockmon & Woody Electric Co., Inc.

CIP: GG 23-19

Contract Amount : \$ 159,321

Contingency Amount: \$ 31,864

Lathrop City Council awarded a construction contract and authorized the City Manager to approve change orders up to the specified project contingency amount of \$ 31,864.00 if needed.

PCO#2 Labor, Materials & Equipment to bore and place 1 each 2" conduit at three different locations for a total of approximately 730' to gain continuity for continued fiber run. Conduits will be ran into existing pull boxes at each end of bore. Additionally this will address the area of conduit that has concrete inside the pipe as well.

PCO#3 The 10 amp fuses were purchased because the in Rush Current from the Transformers were blowing the 5 amp fuses required by contract, 20 amp fuses were installed on secondary side. Upgrading to 10 amp fuses will allow the flow of current without interruption.

For the reasons detailed above, Engineering is requesting City Manager to approve Change Order No. in order to meet the expectations of the project as intended.

Submitted by: _____

Project Manager

Approved by: _____

Brad Taylor, P.E., City Engineer

Bockmon & Woody

ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
 PHONE: (209) 464-4878 • FAX: (209) 464-2615
 CA Lic. No. C10-588308 • DIR No. 1000002789

Proposal

TO: City of Lathrop

DATE: 04/23/25
 ELEC PCO #: 2_REV1
 ELEC JOB #:
 GC PCO #
 GC ASI #:
 GC RFI #

FAX: TEL: (209) 941-7426

ATTN.: Zak Karver

PROJECT: City of Lathrop S Lathrop Fiber Optic Extension

SCOPE OF WORK:

Labor, Materials, & Equipment to bore and place 1 each 2" conduit at three different locations for a total of approximately 730' to gain continuity for continued fiber run. Conduits will be ran into existing pull boxes at each end of bore. Additionally these costs will address the area of conduit that has concrete inside the pipe as well.

Revised portion of CO2- The 10 amp fuses were purchased because the In Rush Current from the Transformers were blowing the 5amp fuses required by contract, 20 amp fuses were installed on Secondary side. Zak Karver approved Bockmon & Woody to proceed with the purchase & install. We have added (4) Additional labor hours and additional material raw cost (\$1,115.23)

MATERIAL COSTS W/MARKUP	\$	2,412.60
LABOR COSTS	\$	16,606.77
EQUIPMENT COSTS HOUR	\$	-
EQUIPMENT COSTS DAY	\$	-
EQUIPMENT COSTS WEEK	\$	9,076.33
SUBTOTAL	\$	28,095.69
MATERIAL TAX	9.00%	\$ 217.13
EQUIP/DIRECT JOB EXPENSE MU	20.00%	\$ 1,815.27
SUBTOTAL	\$	2,032.40
TOTAL	\$	30,128.09
TOTAL PROPOSED CO	\$	30,128.09

NUMBER OF ADDITIONAL WORKING DAYS
 TIME EXTENSION REQUEST
 WORK TO START

5

APPROVED BY GC:

SIGNED: _____

DATE: _____

 Name
 Company

This proposal is valid for 30 days.

Total pages of proposal 3

Bockmon & Woody

ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
PHONE: (209) 464-4878 • FAX: (209) 464-2615
CA Lic. No. C10-588308 • DIR No. 1000002789

PROJECT: City of Lathrop S Lathrop Fiber Optic Extension

B&W PCO: 2_REV1

LABOR COST SUMMARY

<u>LABOR</u>	TOTAL		
	HOURS	RATE	COST
General Foreman Operator ST	84.00	\$111.97	\$ 9,405.48
Journeyman Laborer ST	48.00	\$77.55	\$ 3,722.40
	SUBTOTAL	132.00	\$ 13,127.88
<u>LABOR FACTORS</u>			
Overhead	16.50%		\$ 2,166.10
Profit	10.00%		\$ 1,312.79
	0.00%		\$ -
	TOTAL COST OF LABOR		\$ 16,606.77

Bockmon & Woody

ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018
 PHONE: (209) 464-4878 • FAX: (209) 464-2615
 CA Lic. No. C10-588308 • DIR No. 1000002789

PROJECT: City of Lathrop S Lathrop Fiber Optic Extension

B&W PCO:

2_REV1

MATERIAL COST SUMMARY

<u>MATERIALS</u>	<u>NO. OF UNITS</u>		<u>UNIT COST</u>	<u>COST</u>
Bore Pipe	750	Lot	\$0.95	\$712.50
LP-CC-20	10	Lot	\$27.88	\$278.81
LP-CC-10	30	Lot	\$27.88	\$836.42
SUB TOTAL				\$1,827.72

MATERIAL FACTORS

CONSUMABLES (MISC MATERIALS)	10.00%	\$182.77
MATERIAL MARKUP	20.00%	\$402.10
SUBTOTAL		\$2,412.60
SALES TAX	9.00%	\$217.13
TOTAL MATERIAL COSTS INCL TAX		\$2,629.73



10605 SW Allen Blvd. • Beaverton, Oregon 97005

Electrical Supplies for Commercial / Industrial Controls /
Utilities / Datacom / Tools

BRANCHES THROUGHOUT THE
WEST TO SERVE YOU

Stockton
PO BOX 418759
BOSTON

MA
02241 8759

Stockton
3258 Lance Dr
Stockton
Phone #209 943 2215

CA
95205-2440

Bockmon & Woody Electric Co In
PO Box 1018
Stockton

CA
95201-1018

Phone #: 209 464 4878

Bockmon & Woody Electric Co In
3258 Lance Dr
Stockton

CA
95205-2440

LOCATION

SHIP TO

PAYMENT
DOCUMENT #
DATE
CUST #
BRANCH

CHARGE
6D61964
3/28/25
012661
036

REPRINT

SPECIAL INSTRUCTIONS

ORDER BY: GEORGE BERNARDINO 209.871.5
PCKUP BY:
CELL#: 209-871-5828

CUST PO #

JOB NAME

JOB #

SLS

SALES

ORDER DATE

SHIPPING METHOD

2024404J-144124

PRODUCT / DESCRIPTION

PICKUP

PREPAID

DISCOUNT

EXT AMOUNT

001 BUSLPCC20
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W07 BUS 002

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27.88060

278.81

002 BUSLPCC10
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836.42

INVOICES AND STATEMENTS ONLINE 24/7 / WWW.PLATT.COM

NO. CTNS

WEIGHT

SHIPPED VIA

SHIP DATE

FILLED BY

CHECKED BY

PRICED BY

ENTERED BY

AMOUNT

TAX

Shipping & Handling

1,115.23

RECEIVED BY

END OF ORDER
RECEIVED BY (PRINT NAME)

DATE RECEIVED

TOTAL DUE

1,115.23

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PLATT SYSTEMS, INC. 10605 SW ALLEN BLVD. BEAVERTON, OR 97005
TEL: 503/638-7000 FAX: 503/638-7001
WWW.PLATT.COM

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ITEM 4.18

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC. FOR WELL 7 PUMP HOUSE IMPROVEMENTS, CIP PW 25-09**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by GCJ, Inc. for Well 7 Pump House Improvements, CIP PW 25-09 and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

SUMMARY:

GCJ, Inc. (GCJ) has completed the construction of Capital Improvement Project (CIP) Well 7 Pump House Improvements, CIP PW 25-09 (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

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

Staff request City Council accept the completed improvements constructed by GCJ for the Project. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to GCJ of \$4,231 within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On December 9, 2024, City Council awarded a construction contract to GCJ for the construction of the Project in the amount of \$79,720 and approved a 15% construction contingency of \$11,958 for staff to use as necessary to achieve the goals of the Project. The Project scope included reconstruction of the pump house roof and portions of two walls. Within that scope, the removable roof hatch and front full-height double door were rebuilt, maintaining the City's ability to access the well pipe and pump with a crane for future maintenance. Other improvements include repainting of the entire pump house interior and exterior and the generator's diesel tank, removal of fencing no longer needed, and other miscellaneous small repairs.

Contract change orders totaling \$4,895 were issued during the construction of the project; therefore, the final contract price of the Project is \$84,615.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC. FOR WELL 7 PUMP HOUSE IMPROVEMENTS, CIP PW 25-09**

Upon acceptance of the improvements, the performance bond (Bond No. 101288341, \$79,720) and payment bond (Bond No. 101288341, \$79,720) will be released and replaced with a one-year warranty bond (Bond No. 101288341, \$8,461). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. GCJ has also provided the necessary lien releases for the materials supplied and completed work.

Staff request City Council accept the improvements constructed by GCJ for Well 7 Pump House Improvements, CIP PW 25-09. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to GCJ for \$4,231 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

GCJ has completed the Project pursuant to the contract documents dated December 9, 2024. Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

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

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

FISCAL IMPACT:

The final construction contract amount with GCJ for the Project is \$84,615. Adequate funds have been allocated in the FY 2024-25 budget to close out Well 7 Pump House Improvements, CIP PW 25-09. With the completion of the Project, staff request that unused funds be transferred back to the original funding source, Water Capital Replacement Fund (5600).


ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by GCJ, Inc. for Well 7 Pump House Improvements, CIP PW 25-09 and Authorize the Filing of a Notice of Completion, Release of Contract Retention and Release of Performance and Payment Bonds
- B. Notice of Completion – Well 7 Pump House Improvements, CIP PW 25-09


CITY MANAGER'S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC. FOR WELL 7
PUMP HOUSE IMPROVEMENTS, CIP PW 25-09

PAGE 3


APPROVALS:


Steven Hollenbeak
Assistant Engineer

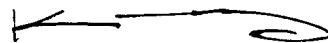
5.12.25
Date


Brad Taylor
City Engineer

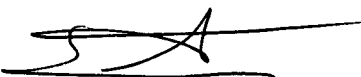
5/14/2025
Date


Cari James
Finance Director


5/15/2025
Date


Michael King
Assistant City Manager

5.15.2025
Date


Salvador Navarrete
City Attorney

5-14-2025
Date


Stephen J. Salvatore
City Manager

5.29.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC. FOR WELL 7 PUMP HOUSE IMPROVEMENTS, CIP PW 25-09 AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on December 9, 2024, City Council awarded a construction contract to GCJ, Inc. (GCJ) for Well 7 Pump House Improvements, CIP PW 25-09 (Project) in the amount of \$79,720 with a 15% construction contingency of \$11,958 and authorized staff to spend up to that amount as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of rebuilding the pump house roof and portions of walls, re-painting the building and other tasks to restore the building's weather-tightness; and

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

WHEREAS, one contract change order for \$4,895 was issued during construction, for a total contract price of \$84,615; and

WHEREAS, GCJ has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total Project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. 101288341, \$79,720) and payment bond (Bond No. 101288341, \$79,720) will be released and replaced with a one-year warranty bond (Bond No. 101288341, \$8,461). upon City Council's acceptance of the improvements; and

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

WHEREAS, adequate funds have been allocated in the adopted FY 2024-25 budget for CIP PW 25-09 to close out the Project. With the completion of the Project, staff request that unused funds be transferred back to the source Fund; and

WHEREAS, staff request City Council accept the public improvements constructed by GCJ for Well 7 Pump House Improvements, CIP PM 25-09; and

WHEREAS, staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to HB Restoration in the amount of \$4,231 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by GCJ for Well 7 Pump House Improvements, CIP PW 25-09 pursuant to the contract documents dated December 9, 2024; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to GCJ, in the amount of \$4,231 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding source, Water Capital Replacement Fund (5600).

The foregoing resolution was passed and adopted this 9th day of June 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

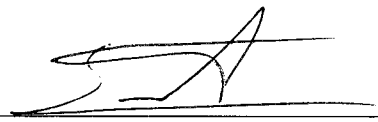
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP

ATTN: CITY CLERK

390 TOWNE CENTRE DRIVE

LATHROP, CA 95330

Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME STREET AND NO. CITY STATE

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330

(If more than one owner of the interest stated, the name and address of each must be stated)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is
- fee title
- (e.g. fee title, leasehold, joint tenancy, etc.).

4. That on the
- 9th
- day of
- June 2025
- a work of improvement on the real property herein described was completed.

5. That the name of the original contractor, if any, for said work of improvement was:
- GCI, Inc.

6. That the name and address of the transferor is:

NAME STREET AND NO. CITY STATE

GCI, Inc. 3508 Shamrock Way Tracy, CA 95377

7. That the real property herein referred to is situated in the
- City of Lathrop
- County of San Joaquin, State of California, and is described as follows:

Well 7 Pump House Improvements

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

CITY OF LATHROP

By:

Stephen J. Salvatore, City Manager Date

By:

Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **June 9, 2025** by **GCI, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **June 9, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

ITEM 4.19

CITY MANAGER'S REPORT JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

ITEM: REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH THE LATHROP ANIMAL CENTER PROJECT CIP GG 23-11

RECOMMENDATION: Adopt Resolution to Reject All Bids for Construction of Stanford Crossing Extension and Dos Reis Road Widening Associated with the Lathrop Animal Center Project CIP GG 23-11

SUMMARY:

The plans and specifications for the extension of Stanford Crossing and widening of Dos Reis Road associated with the Lathrop Animal Center Capital Improvement Project (CIP) 23-11 (Project) were formally advertised for bid on March 18, 2025, pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened four (4) bids on April 8, 2025. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Tracy Grading & Paving, Inc. (Tracy Grading & Paving) with a base bid of \$4,146,632.

All four bids far exceed the Project budget; therefore, staff request City Council reject all bids, pursuant to Lathrop Municipal Code 2.36.060(E) and Public Contract Code (PCC) 20166 and 22038. Following the bid rejection, staff will review the project scope and issue a revised request for bids at a later date.

BACKGROUND:

On June 10, 2024, City Council approved a Professional Services Agreement with MacKay & Soms Civil Engineers, Inc. (MacKay & Soms) to provide civil engineering and land surveying services for the Project. These services included aerial and supplemental topographic surveys, existing utility investigation, road design, signing and striping plans, geotechnical engineering and SWPPP services, streetlight design, landscaping plans, parcel map, improvement plans and estimates, and construction staking.

Final design includes the extension of Stanford Crossing from its current end location near the existing booster pump station to Dos Reis Road, which is approximately 1,500 feet in length, and an additional 650 feet of road widening on the south side of Dos Reis Road.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on March 18 and March 25, 2025, in accordance with Bidding Procedures in PCC 20160 and LMC 2.36.060.

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

**REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING
EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH LATHROP
ANIMAL CENTER PROJECT CIP GG 23-11**

Four (4) bids were received and opened by the City Clerk on April 8, 2025; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

***Table 1: Summary of Bid Results
Lathrop Animal Center – Stanford Crossing Extension***

Contractor	Base Bid
Tracy Grading & Paving	\$4,146,632
Knife River Construction	\$4,171,426.40
Consolidated Engineering	\$4,981,870
George Reed	\$5,373,735

After review and evaluation, staff determined the lowest responsible bidder for the Project to be Tracy Grading & Paving with a base bid of \$4,146,632. All four bids far exceed the Project budget; therefore, staff request City Council reject all bids, pursuant to LMC 2.36.060(E) and PCC 20166 and 22038.

Staff notified all bidders via a letter, included as Attachment B, that was emailed and mailed on May 22, 2025 of the intent to recommend City Council reject all bids for the Project. Following bid rejection, staff plans to review the Project scope and issue a revised request for bids at a later date.

REASON FOR RECOMMENDATION:

The low bid far exceeds the budget for the Project, therefore staff recommend that City Council reject all bids.

FISCAL IMPACT:

There is no fiscal impact associated with the requested action.

ATTACHMENTS:

- A. Resolution to Reject All Bids for Construction of Stanford Crossing Extension and Dos Reis Road Widening Associated with Lathrop Animal Center Project CIP GG 23-11
- B. Notice of Intent to Reject All Bids for Lathrop Animal Center - Stanford Crossing Extension, CIP GG 23-11

CITY MANAGER'S REPORT

PAGE 3

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING


**REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING
EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH LATHROP
ANIMAL CENTER PROJECT CIP GG 23-11**

APPROVALS:



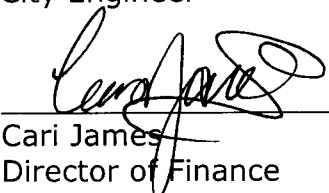
Veronica Albarran
Junior Engineer

05/28/2025
Date



Brad Taylor
City Engineer

5/28/2025
Date



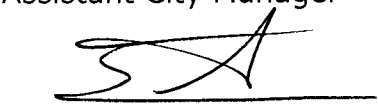
Cari James
Director of Finance

5/28/2025
Date




Michael King
Assistant City Manager

5.28.2025
Date



Salvador Navarrete
City Attorney

5.28.2025
Date



Stephen J. Salvatore
City Manager

6.2.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH THE LATHROP ANIMAL CENTER PROJECT CIP GG 23-11

WHEREAS, on June 10, 2024, City Council awarded the Professional Services Agreement with MacKay & Soms Civil Engineers, Inc (MacKay & Soms) to provide the design services for the for the extension of Stanford Crossing and widening of Dos Reis Road associated with the Lathrop Animal Center Capital Improvement Project (CIP) 23-11 (Project); and

WHEREAS, final design includes the extension of Stanford Crossing from its current end location near the existing booster pump station to Dos Reis Road, which is approximately 1,500 feet in length, and an additional 650 feet of road widening on the south side of Dos Reis Road; and

WHEREAS, on March 18 and March 25, 2025, the City solicited bids for the construction of the Project pursuant to California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, City Clerk received and opened four (4) bids on April 8, 2025; and

WHEREAS, after review and evaluation, the responsible bidder with the lowest responsive bid for the Project was determined to be Tracy Grading & Paving, Inc. (Tracy Grading & Paving) with a base bid of \$4,146,632; and

WHEREAS, all four bids far exceed the Project budget; therefore, staff request City Council reject all bids pursuant to LMC 2.36.060(E) and PCC 20166 and 22038; and

WHEREAS, staff emailed and mailed the letter included as Attachment "B" to the City Manager's Report, to notify all bidders of staff's recommendation that City Council reject all bids for the Project; and

WHEREAS, following bid rejection, staff will review the Project scope and plans and issue a revised request for bids at a later date.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby reject all bids for construction of Stanford Crossing Extension and Dos Reis Road Widening associated with the Lathrop Animal Center Project, CIP GG 23-11.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Public Works Department

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

To: All Interested Parties

From: Brad Taylor, City Engineer

Date: May 20, 2025

RE: Notice of Intent to Reject All Bids for the Lathrop Animal Center – Stanford Crossing
Extension, CIP GG 23-11

On April 8, 2025, the City of Lathrop received and opened four (4) formal bids for construction of Capital Improvement Project (CIP) GG 23-11 for Lathrop Animal Center – Stanford Crossing Extension (Project).

In accordance with California Public Contract Code §§ 20166 and 22038 and Lathrop Municipal Code 2.36.060E, City staff intends to recommend City Council reject all bids for the Project at the next regularly-scheduled City Council meeting scheduled to begin at 7:00 PM on June 09, 2025.

Should you have any questions or concerns, please contact Veronica Albarran, the staff member directly involved with this project, by phone (209) 941-7425 or by email: valbarran@ci.lathrop.ca.us.

Thank you,

A handwritten signature in black ink, appearing to read "B. Taylor", is placed above the printed name.

Brad Taylor, P.E./T.E.
City Engineer

cc:

- Salvador Navarrete, City Attorney
- Teresa Vargas, City Clerk

ITEM 4.20

CITY MANAGER'S REPORT JUNE 09, 2025, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 20 LOTS IN TRACT 3839 VILLAGE "R" WITHIN EAST VILLAGE DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution to Approve Final Map for Tract 3839 Village "R" within the East Village District, Totaling 20 Single Family Lots, and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC**

SUMMARY:

The proposed Final Map for Tract 3839 Village "R" (Tract 3839), included as Attachment "E", is within the East Village District of Phase 1 for the River Islands Project. Tract 3839 will be the first tract map within the Village "R" area. River Islands Custom Homesites, LLC (River Islands) is proposing twenty (20) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 3839, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Custom Homesites, LLC, by Resolution, included as Attachment "A".

BACKGROUND:

On March 27, 2007, the City Council adopted resolutions and ordinances approving the Vesting Tentative Subdivision Map (VTM) 3694. On June 1, 2015, an amended VTM 3694 with updated conditions of approval was approved which included a Neighborhood Design Plan (NDP), Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood. On February 1, 2016, City Council approved a Large Lot Map (LLM) Tract 3876 to create 19 undevelopable parcels. The land for the proposed Final Map for Tract 3839 is within the geographic boundaries of VTM 3694, LLM Tract 3876, and the East Village Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 3839 are complete and therefore no performance or labor & materials security for Tract 3839 is necessary.

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 20 LOTS IN TRACT 3839 VILLAGE "R" WITHIN EAST VILLAGE DISTRICT OF RIVER ISLANDS**

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Tract 3839 was annexed into the City of Lathrop CFD No. 2023-1 for maintenance purposes in 2024 as well as CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA).

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Applicable
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Applicable
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 3839 Village "R" – City of Lathrop Community Facilities District No. 2023-1 Annexation	Annexed in 2024

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 20 LOTS IN TRACT 3839 VILLAGE "R" WITHIN EAST VILLAGE DISTRICT OF RIVER ISLANDS**

Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	Paid with 4167

FISCAL IMPACT:

There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution to Approve Final Map for Tract 3839 Village "R" within the East Village District, Totaling 20 Single Family Lots, and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC
- B. Vicinity Map – Tract 3839 Village "R"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Custom Homesites, LLC, a Delaware limited liability company, for Tract 3839 Village "R"
- D. Escrow Instructions for Final Map Tract 3839 Village "R"
- E. Final Map – Tract 3839 Village "R"

CITY MANAGER'S REPORT

PAGE 4

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING

**APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR
20 LOTS IN TRACT 3839 VILLAGE "R" WITHIN EAST VILLAGE DISTRICT OF
RIVER ISLANDS**

APPROVALS



Veronica Albarran
Junior Engineer

06/02/2025

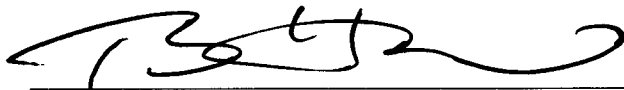
Date



Brad Taylor
City Engineer

6/2/2025

Date



Thomas Hedegard
Deputy City Manager

6/3/2025

Date



Michael King
Assistant City Manager

6.2.2025

Date



Salvador Navarrete
City Attorney

6-3-2025

Date



Stephen Salvatore
City Manager

6.5.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 3839 VILLAGE "R" WITHIN THE EAST VILLAGE DISTRICT, TOTALING 20 SINGLE FAMILY LOTS, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS CUSTOM HOMESITES, LLC

WHEREAS, on March 27, 2007, the City Council adopted resolutions and ordinances approving the Vesting Tentative Subdivision Map (VTM) 3694; and

WHEREAS, on June 1, 2015, the City Council amended VTM 3694 with updated conditions of approval which included a Neighborhood Design Plan (NDP), Architectural Guidelines, Design Standards (AG/DS) and Parks Master Plan for the East Village neighborhood; and

WHEREAS, on February 1, 2016, City Council approved a Large Lot Map (LLM) Tract 3876 to create 19 undevelopable parcels; and

WHEREAS, the land for the proposed Final Map for Tract 3839 Village "R" (Tract 3839) is within the geographic boundaries of VTM 3694, LLM Tract 3876, and the East Village Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, construction of the improvements associated with Tract 3839 are complete and therefore no performance or labor & materials security is necessary; and

WHEREAS, potential acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Tract 3839 was annexed to Community Facilities Districts (CFDs) No. 2023-1 for maintenance purposes in 2024; and

WHEREAS, River Islands Custom Homesites, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 3839 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the June 09, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC in substantially the form as attached to the June 09, 2025 staff report.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Paul Akinjo, Mayor

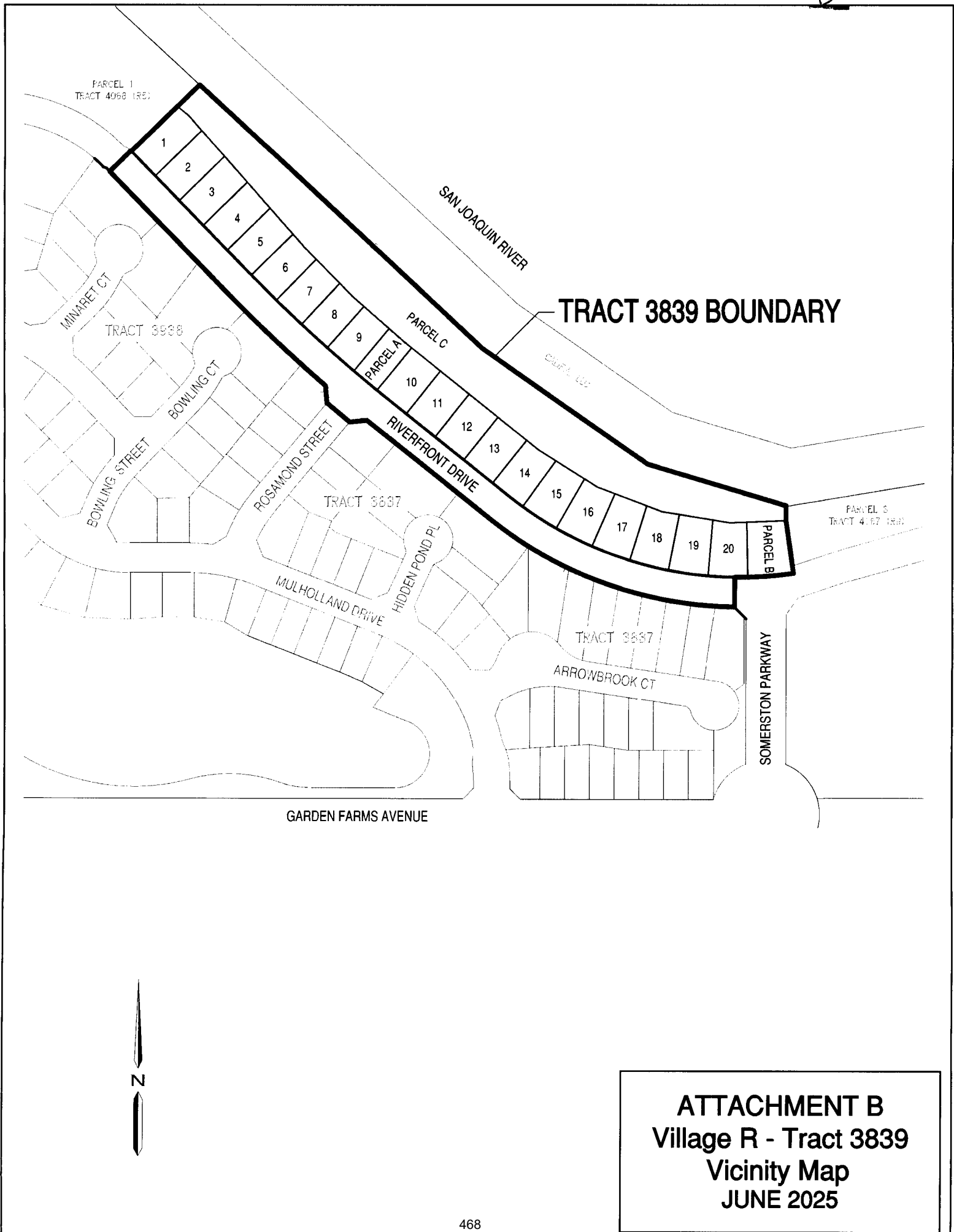
ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS CUSTOM HOMESITES, LLC,
DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 3839 VILLAGE "R" 20 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of June 2025**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Custom Homesites, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3839 Village "R" (Tract 3839). However, SUBDIVIDER has completed all of the public infrastructure improvements associated with Tract 3839 located within the East Village District of River Islands Phase 1, which also includes major streets necessary to access the site therefore no additional security is needed for Tract 3839.

C. SUBDIVIDER has completed the joint trench improvements for Tract 3839 and as noted in Recital B. Improvement plans, and street light plans have already been approved by the City.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the East Village neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and

specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 3839, or June 9, 2026, whichever comes first.

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

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

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the East Village Village "R" entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials

and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

8. Because the Improvements are complete, the SUBDIVIDER is not required to post additional Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 3839. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by

SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

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

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3839.

20. The following miscellaneous provisions are applicable to this Agreement:

- a. 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.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. 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.
- d. 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.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. 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.
- g. 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.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. 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.
- j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 3839 VILLAGE "R"
- EXHIBIT B TRACT 3839 VILLAGE "R" AREA
- EXHIBIT C CITY INSURANCE REQUIREMENTS
- EXHIBIT D TRACT 3839 FULL IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3839 Village “R”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of June 2025, at Lathrop, California.

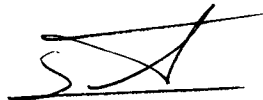
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  6-3-2025

Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3839 Village "R"

SUBDIVIDER

River Islands Custom Homesites, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Oso
President

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3839 Village "R"

EXHIBIT "A"

FINAL MAP - TRACT 3839 VILLAGE "R"

CITY SURVEYORS STATEMENT

I, DARRIT A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3839, RIVER ISLANDS - PHASE 1B, VILLAGE R, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2025.

DARRIT A. ALEXANDER, P.L.S. NO. 5071
Acting City Surveyor



SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC ON AUGUST 1, 2022. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS WILL BE CONSIDERED TO LOCATE THIS SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED PENDING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2025.

DYLAN GRAMFORD, P.L.S. NO. 7788

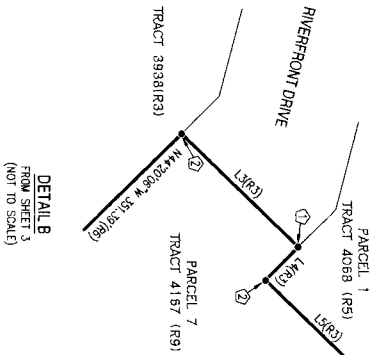


NOTES

- RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OR ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT INVOLVE THE USE OF PESTICIDES AND FERTILIZERS. SUCH OPERATIONS SHALL BE CONSIDERED AGRICULTURAL AND MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN, AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, SPRAYING, PRUNING, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DISEASE, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOIL REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO. AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 3839, RIVER ISLANDS, PHASE 1B, VILLAGE R," CONTAINS: 20 RESIDENTIAL LOTS AND PARCELS A THROUGH C, CONTAINING 9.45 ACRES MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL AS SHOWN ON SUD MAP HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW).

TRACT 3839 AREA SUMMARY	
20 RESIDENTIAL LOTS	3.88 AC±
PARCELS A THROUGH C	3.37 AC±
STREET DEDICATIONS	2.20 AC±
TOTAL	9.45 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1214022884-LR (VERSION 7), DATED MARCH 20, 2025, PROVIDED BY QID REPUBLIC TITLE COMPANY.



DETAIL B
FROM SHEET 3
(NOT TO SCALE)

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N89°00'00"E	534.00'
L2	N89°00'00"E	555.30'
L3	N45°39'4"E	60.00'
L4	N44°20'06"W	1.32'
L5	N45°39'4"E	194.84'
L6	N0°00'00"E	30.11'
L7	N0°44'24"E	60.00'
L8	N84°12'29"E	34.99'
L9	N50°10'50"W	60.00'
L10	N44°15'37"W	35.05'
L11	N44°20'06"W	351.39'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	750.00'	90°7'50"	119.52'
C2	810.00'	37°52'24"	535.42'
C3	3130.00'	45°14'48"	285.69'

SIGNATURE OMISSIONS

- PURSUANT TO SECTION 66426 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.L.C.R.
 - LEVEL EASEMENTS IN FAVOR OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBERS 2015-11335, S.L.C.R.

TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R

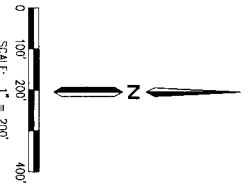
A PORTION OF PARCEL 7 OF TRACT 4157 (44 MAP 94)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2025

Westwood

Phone (209) 571-1765 1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodpro.com

BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY OF TRACT 3839 BEING PARCEL 7 OF TRACT 4167 (44 MAP 94)



MONUMENT NOTES

- FOUND MONUMENT STAMPED "T.S. 7788" PER (R3) OR (R9)
- FOUND STAMPED CITY OF LATHROP MONUMENT WELL STAMPED "T.S. 7788" PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "T.S. 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- FOUND 5/8" REBAR WITH CAP STAMPED "T.S. 7788" PER (R1)
- FOUND 2-1/2" BRASS DISK STAMPED "T.S. 7788" PER (R2)
- 1.17" BRASS DISK STAMPED "T.S. 7788" ON 1 FOOT OFFSET ALONG BOUNDARY COURSE L3 PER (R3)
- 1.17" BRASS DISK STAMPED "T.S. 7788" SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES PER (R3)

TRACT 3839 RIVER ISLANDS - PHASE 1B VILLAGE R

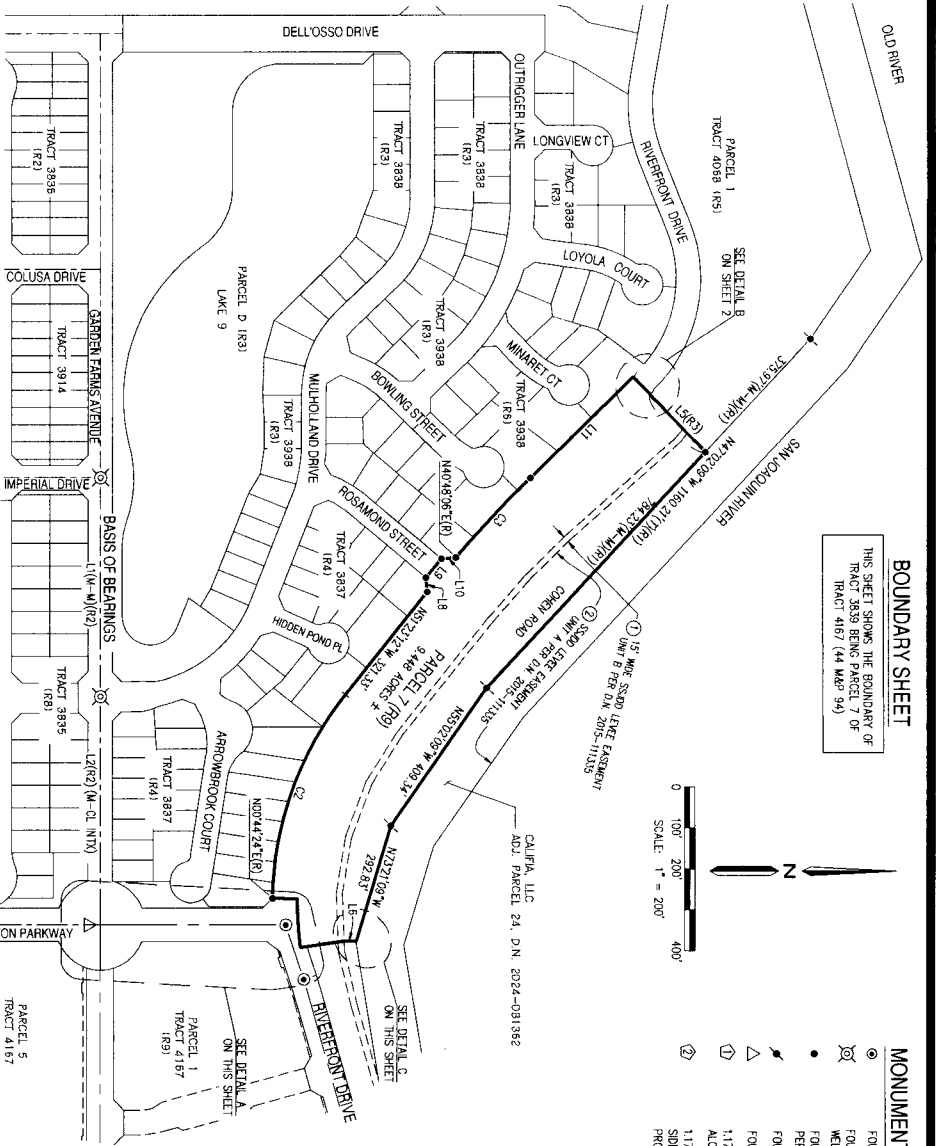
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

Phone (209) 571-1706 1165 Scenic Drive, Suite A
Lathrop, CA 95250
westwoodpro.com

Westwood Professional Services, Inc.



TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R

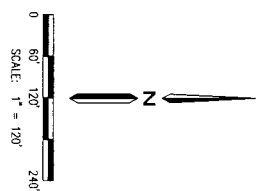
A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4157 (44 MAP 94)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2023

Westwood

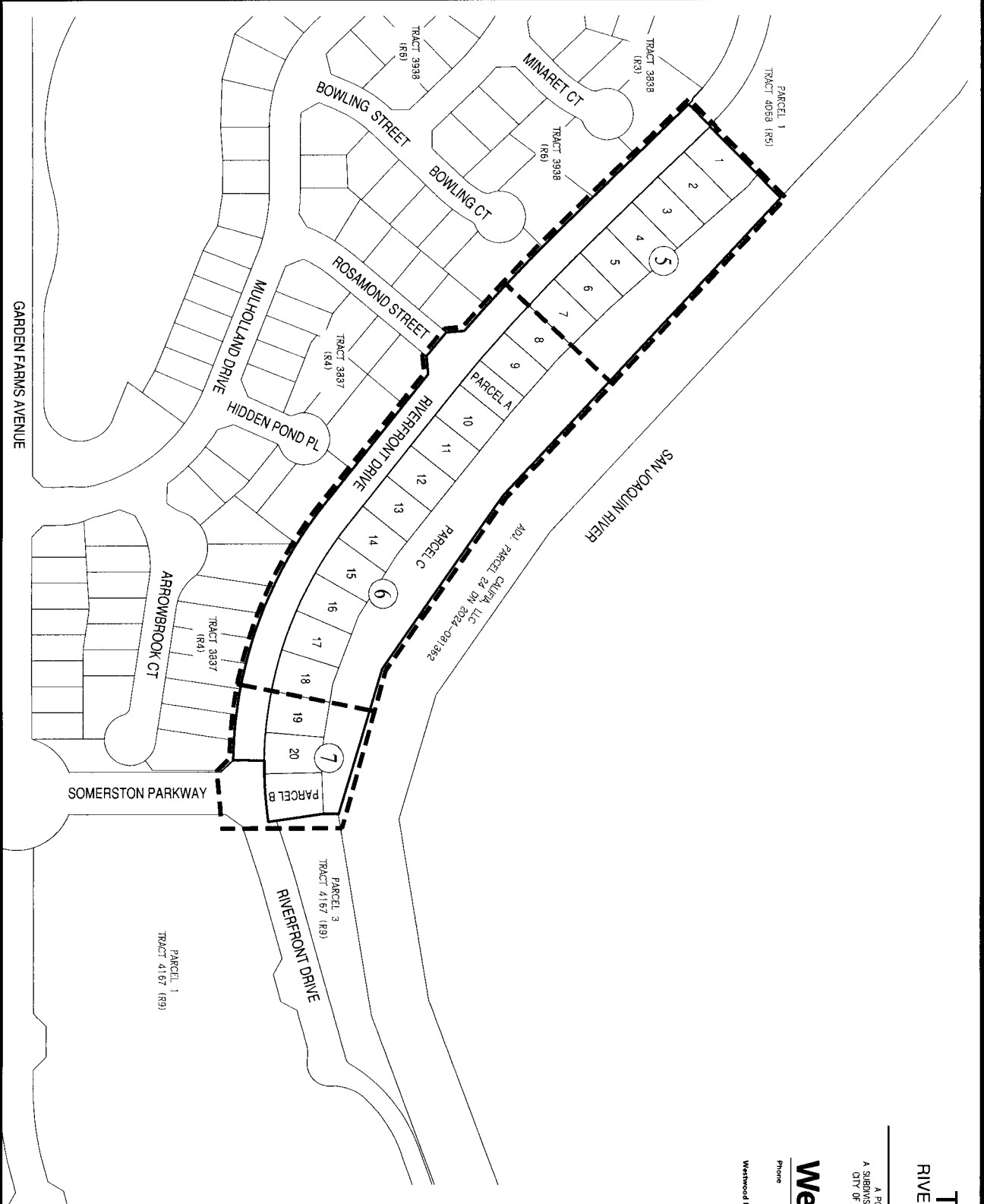
Phone (209) 571-1766 1165 Santa Drive, Suite A
 Modesto, CA 95350
 westwoodps.com
 Westwood Professional Services, Inc.

SHEET INDEX



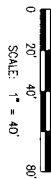
LEGEND

- EASEMENT LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- 4 LOT NUMBER
- 7 SHEET NUMBER



NOTES

1. SEE SHEET 7 FOR CURVE TABLE.
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BASIS OF BEARINGS.



TRACT 3839 RIVER ISLANDS - PHASE 1B VILLAGE R

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

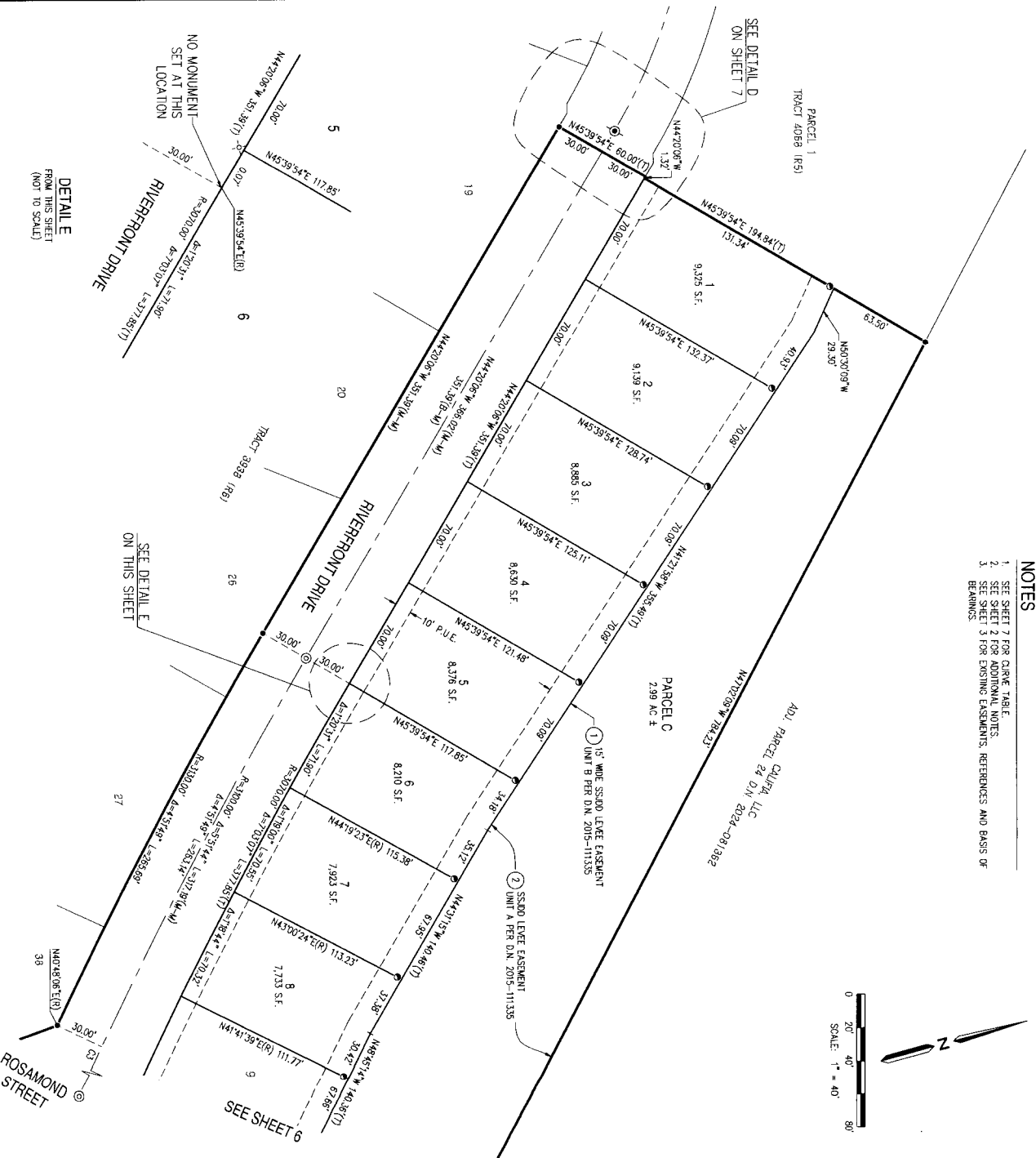
Phone (209) 571-1766 1165 Spring Drive, Suite A
Modesto, CA 95350
westwoodps.com
Westwood Professional Services, Inc.

MONUMENT NOTES

- ① FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ② SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ③ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788" PER (R2)
- ④ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- ⑤ FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1)
- ⑥ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R2)
- ⑦ 1-1/2" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
- ⑧ 1-1/2" BRASS DISK STAMPED "PLS 7788" SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES PER (R3)
- ⑨ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ⑩ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1-1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⑪ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1-1/2" BRASS DISK STAMPED "PLS 7788" SET 1.00' WITNESS CORNER (W.C.) WEASIBED ALONG LOT LINE, UNLESS OTHERWISE NOTED 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"

LEGEND

- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- CL CENTERLINE
- D.M. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SSAD SPOUSEMENT AND SAN JOAQUIN DRAINAGE DISTRICT
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE



DETAIL E
FROM THIS SHEET
(NOT TO SCALE)

NO MONUMENT
SET AT THIS
LOCATION

SEE DETAIL E
ON THIS SHEET

SEE SHEET 6

NOTES

1. SEE SHEET 7 FOR CURVE TABLE.
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BASIS OF BEARINGS.

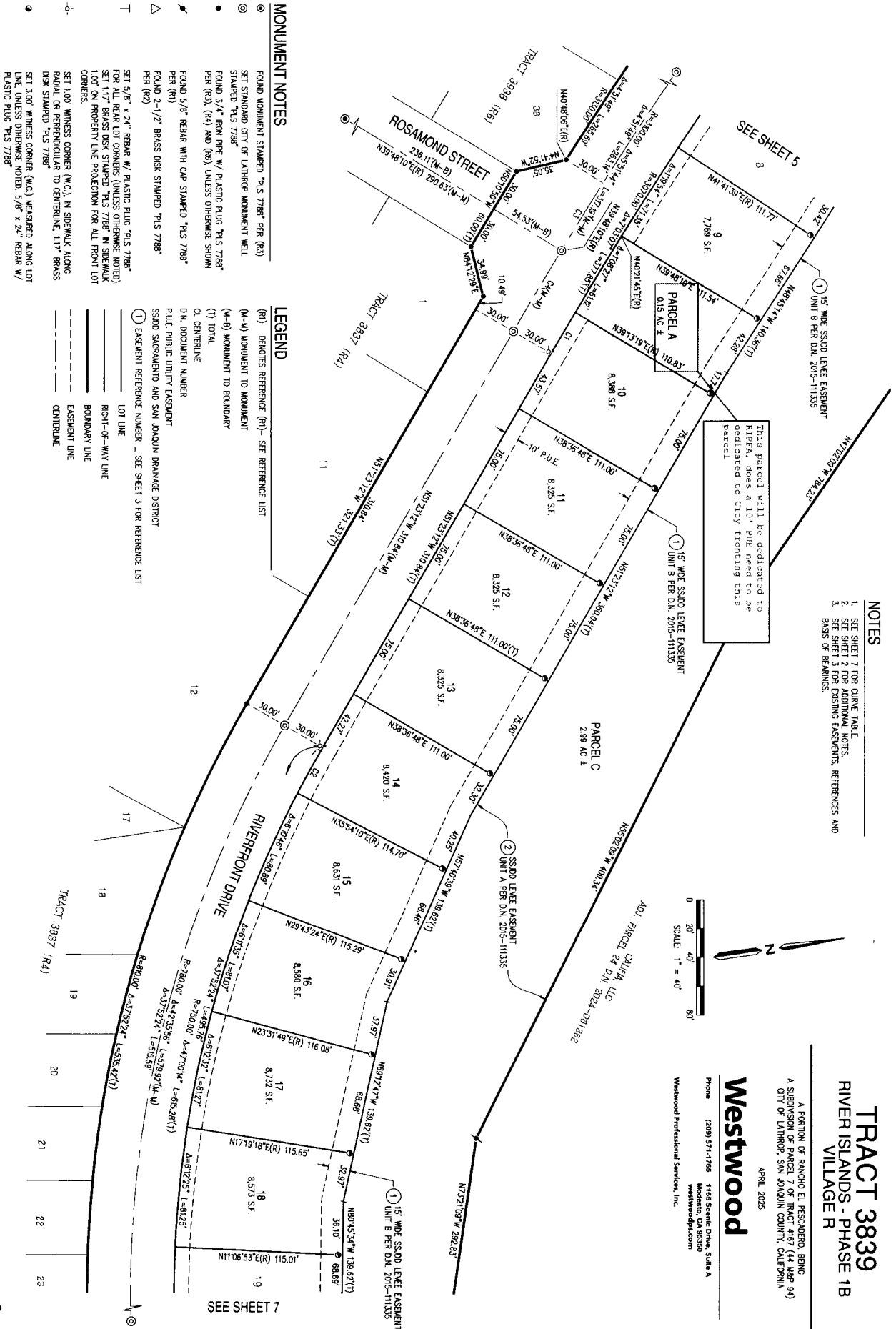
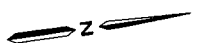
This parcel will be dedicated to RIFPA, does a 10' P.U.E. need to be dedicated to City fronting Tr. 5

TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R
 APRIL 2025
 A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Westwood
 1166 Scenic Drive, Suite A
 Modesto, CA 95350
 westwood@ps.com
 Westwood Professional Services, Inc.

Phone (209) 571-1766
 Modesto, CA 95350
 westwood@ps.com
 Westwood Professional Services, Inc.

0 20' 40' 80'
 SCALE: 1" = 40'



MONUMENT NOTES

- FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R2)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED).
- SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE (UNLESS OTHERWISE NOTED). 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"

LEGEND

- (R) DENOTES REFERENCE (R) - SEE REFERENCE LIST
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SS&OD SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE

TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

CURVE TABLE			LINE TABLE		
CURVE	RADIUS	DELTA	LINE #	DIRECTION	LENGTH
C1	3070.00	0°38'31"	11	N07°44'24"E	80.00'
C2	750.00	2°42'37"	12		
C3	3100.00	0°59'56"	13		
C4	3100.00	1°11'22"	14		

LEGEND

- (R) DENOTES REFERENCE (R) - SEE REFERENCE LIST
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- DL CENTERLINE
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SSAD SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- 1 EASEMENT REFERENCE NUMBER, SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE

MONUMENT NOTES

- SET MONUMENT STAMPED "PLS 7788"
- SET STANDARD CITY OF LANHOP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R2)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1/17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET ALONG BOUNDARY COURSE N45°39'54"E 80.00' PER (R3)
- 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2)
- 5/8" REBAR WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R7)
- SET 3.00" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE, UNLESS OTHERWISE NOTED 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"

NOTES

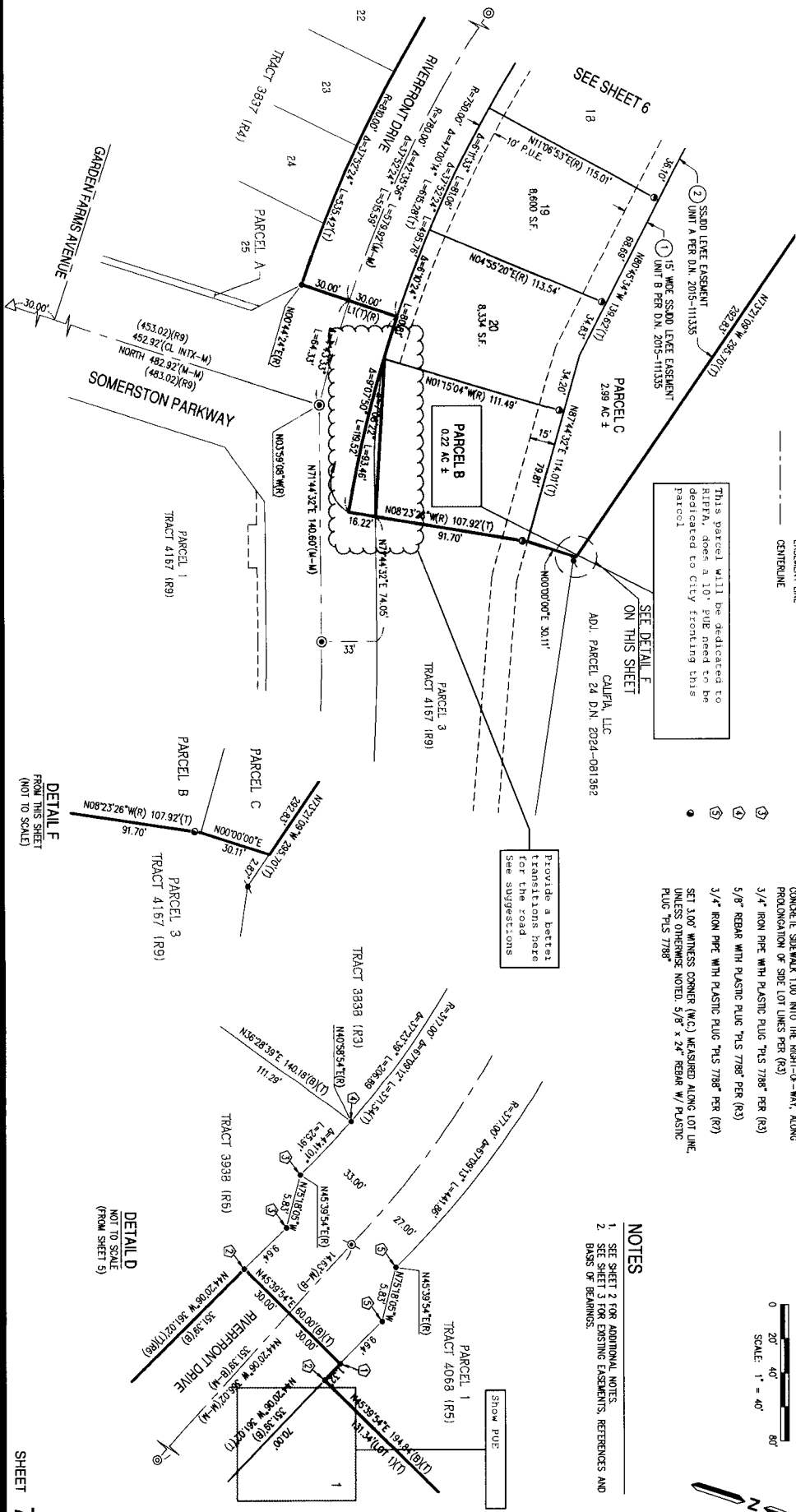
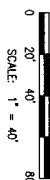
- SEE SHEET 2 FOR ADDITIONAL NOTES
- SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BASIS OF BEARINGS

TRACT 3839 RIVER ISLANDS - PHASE 1B VILLAGE R

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94) CITY OF LANHOP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood Professional Services, Inc.
1165 Scenic Drive, Suite A
Mendota, CA 95350
Phone (209) 571-1765
westwoodps.com



DETAIL F FROM THIS SHEET (NOT TO SCALE)

DETAIL D FROM SHEET 5 (NOT TO SCALE)

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3839 Village “R”

EXHIBIT "B"

TRACT 3839 VILLAGE “R” AREA

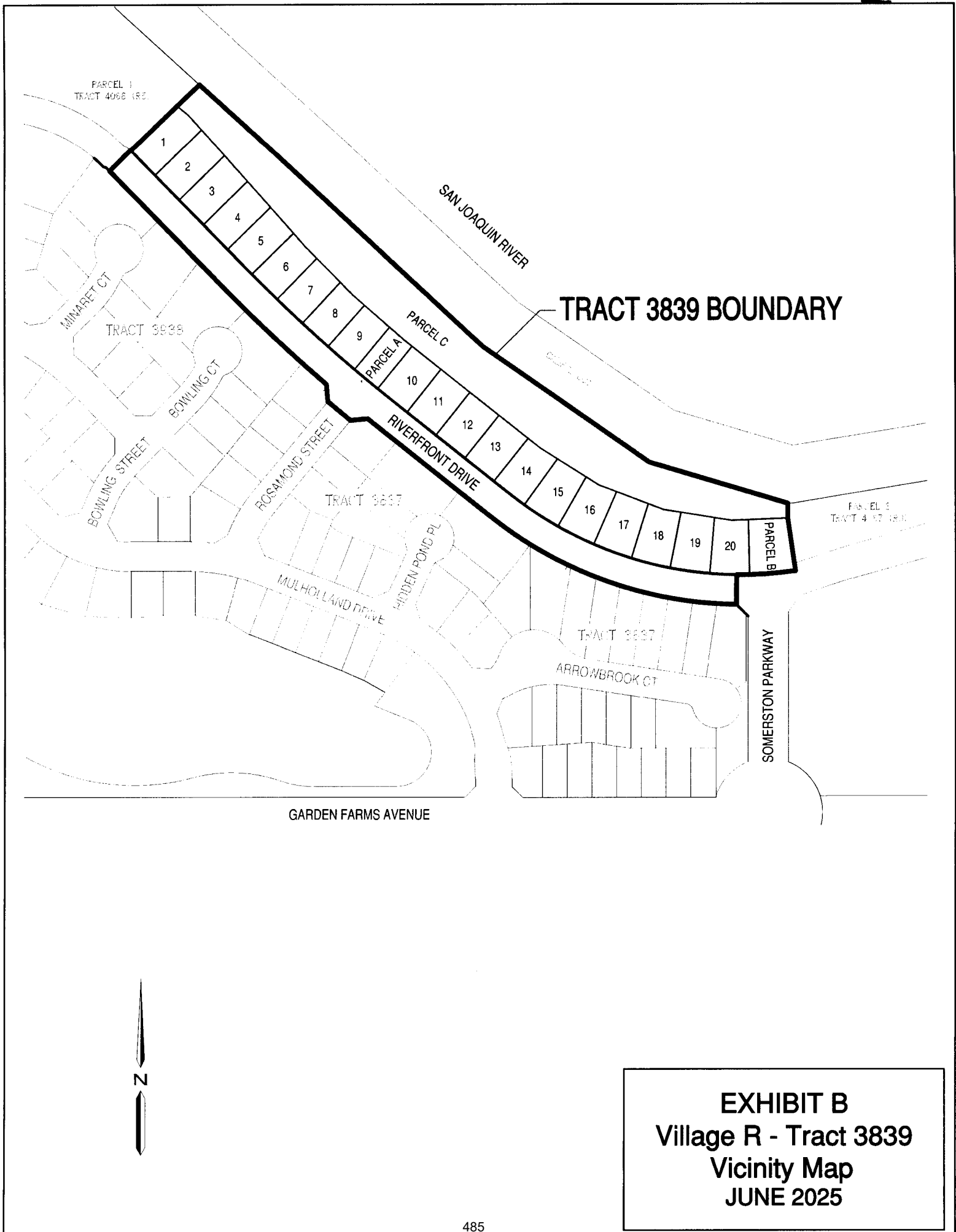


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



RIVEISL-01

LENGGLISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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 License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : United Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED River Islands Custom Homesites, LLC 73 W. Stewart Rd. Lathrop, CA 95330	NAIC # 12537	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ATN2418343P	3/19/2024	3/19/2027	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 0</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 0	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																				
MED EXP (Any one person)	\$ 0																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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 <input type="checkbox"/> RETENTION \$						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tract 3839

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop 390 Towne Center 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

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:

City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

Number of Days Notice

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3839 Village R

EXHIBIT “D”

TRACT 3839

FULL IMPROVEMENTS COST ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 1B
TRACT 3839
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

November 13, 2015
Job No.: 25502-18

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	144,000	SF	\$ 0.45	\$ 64,800.00
2	4.5" AC Paving	89,000	SF	\$ 2.25	\$ 200,250.00
3	8" Aggregate Base	89,000	SF	\$ 1.20	\$ 106,800.00
4	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,200	LF	\$ 13.00	\$ 28,600.00
5	Rolled Curb and Gutter <i>(with AB cushion)</i>	2,200	LF	\$ 13.00	\$ 28,600.00
6	Concrete Sidewalk	31,500	SF	\$ 4.00	\$ 126,000.00
7	Driveway Approach	25	EA	\$ 400.00	\$ 10,000.00
8	Handicap Ramps	6	EA	\$ 1,800.00	\$ 10,800.00
9	Survey Monuments	4	EA	\$ 300.00	\$ 1,200.00
10	Traffic Striping & Signing	2,180	LF	\$ 5.00	\$ 10,900.00
Subtotal Street Work					\$ 587,950.00
<u>STORM DRAIN</u>					
11	Field Inlets	9	EA	\$ 1,200.00	\$ 10,800.00
12	Catch Basins <i>(type A inlet over type I manhole base)</i>	16	EA	\$ 2,800.00	\$ 44,800.00
13	8" Storm Drain Pipe	1,070	LF	\$ 39.00	\$ 41,730.00
14	10" Storm Drain Pipe	500	LF	\$ 40.00	\$ 20,000.00
15	12" Storm Drain Pipe	300	LF	\$ 42.00	\$ 12,600.00
16	15" Storm Drain Pipe	1,390	LF	\$ 34.00	\$ 47,260.00
17	18" Storm Drain Pipe	680	LF	\$ 46.00	\$ 31,280.00
18	Manholes <i>(type I)</i>	2	EA	\$ 2,100.00	\$ 4,200.00
19	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
Subtotal Storm Drain					\$ 216,070.00
<u>SANITARY SEWER</u>					
20	8" Sanitary Sewer Pipe	2,110	LF	\$ 25.00	\$ 52,750.00
21	Manholes	9	EA	\$ 2,000.00	\$ 18,000.00
22	Sewer Service	25	EA	\$ 650.00	\$ 16,250.00
23	Connect to Existing	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Sanitary Sewer					\$ 88,000.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
24	8" Water Line <i>(including all appurtenances)</i>	2,180	LF	\$ 30.00	\$ 65,400.00
25	Water Service	25	EA	\$ 2,000.00	\$ 50,000.00
26	Fire Hydrants	6	EA	\$ 4,000.00	\$ 24,000.00
27	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
28	Irrigation Service	6	EA	\$ 2,000.00	\$ 12,000.00
29	Connect to Existing	2	EA	\$ 2,500.00	\$ 5,000.00
Subtotal Water Supply					\$ 158,400.00
<u>ELECTRICAL</u>					
30	Electroliers <i>(assumed every 150')</i>	15	EA	\$ 5,000.00	\$ 75,000.00
31	Joint Trench	2,180	LF	\$ 125.00	\$ 272,500.00
Subtotal Electrical					\$ 347,500.00
<u>MISCELLANEOUS</u>					
32	Parkway Landscape Strip	22,700	SF	\$ 5.00	\$ 113,500.00
33	Parcel P7	6,800	SF	\$ 7.00	\$ 47,600.00
34	Parcel P8	2,600	SF	\$ 7.00	\$ 18,200.00
Subtotal Miscellaneous					\$ 179,300.00
SUBTOTAL CONSTRUCTION COST					\$ 1,577,220.00
20% CONTINGENCY					\$ 315,444.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,893,000.00
COST PER LOT					\$ 75,720.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 3) It is assumed that the cost of dewatering is included in the unit of the utility pipelines.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

June 9, 2025

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 3839; Escrow No. 1214022884

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Custom Homesites, LLC, a Delaware limited liability company ("**RICH**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RICH as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by July 31, 2025, at the time designated in writing by RICH, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by December 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

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

B.1. One original Final Map for Tract 3839, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RICH).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RICH).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RICH).

The documents listed in Items B.1, B.2, B.3 and B.4 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) and (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Improvement Area No. 1 of the River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental). The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1, 2023-2 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

All amounts due in accordance with the settlement statement prepared by you and approved in writing by both RICH and City ("**Settlement Statement**") were previously paid with the approval and recordation of Final Map 4167.

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4 You are prepared to record the Recordation Documents, as designated, and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RICH that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Custom Homesites, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverislands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Stephanie Rosillo-Silva (srosillo@ci.lathrop.ca.us), Monica Garcia (mgarcia@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Custom Homesites, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

F. Additional Instructions

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

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

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

Very truly yours,

_____ Stephen J. Salvatore City Manager City of Lathrop	_____ Date
--	---------------

_____ Susan Dell'Osso President River Islands Custom Homesites, LLC	_____ Date
--	---------------

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

By: _____

Its: _____

Date: _____

CITY SUREYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3839, RIVER ISLANDS - PHASE 1B, VILLAGE R, CITY OF LATHROP, CALIFORNIA, AND I AM CERTIFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2025.

DARRYL A. ALEXANDER, P.L.S. 5071
AGING CITY SUREYOR



SUREYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. ON AUGUST 1, 2022, I RECEIVED STATE AND LOCAL ORDINANCES ARE OF THE CHARACTER AND OCCUPY THE LANDS HEREIN DESCRIBED. I HAVE CONDUCTED A FIELD SURVEY OF THE LANDS HEREIN DESCRIBED AND THE MAPS HEREON OF THAT THEY WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE DETACHED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2025.

DEAN GRAMPH, P.L.S. NO. 7788

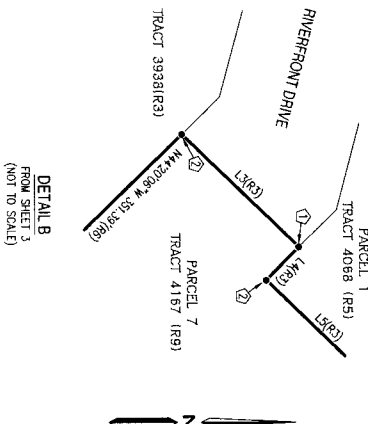


NOTES

1. RIGHT TO PAIN STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF LARGE-SCALE AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE OPERATIONS THAT INVOLVE THE USE OF AGRICULTURAL MACHINERY AND EQUIPMENT. SUCH OPERATIONS MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INTERFERENCE OR DISCOMFORT ARISING FROM THE LAWN, AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLANNING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DISEASE, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDENCE ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU TAKE PRECAUTIONS TO AVOID INTERFERENCE OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOIL REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2025, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO. INCORPORATED, JOSEF J. TOUTLE, C.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
3. "TRACT 3839, RIVER ISLANDS, PHASE 1B, VILLAGE R," CONTAINS 20 RESIDENTIAL LOTS AND PARCELS A THROUGH C, CONTAINING 9.45 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DETACHED BY THIS FINAL MAP. ALL AS SHOWN ON SAID MAP HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW).

TRACT 3839 AREA SUMMARY	
20 RESIDENTIAL LOTS	3.98 AC
PARCELS A THROUGH C	3.37 AC
STREET DEDICATIONS	2.20 AC
TOTAL	9.45 AC

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1214022884-LR (VERSION 7), DATED MARCH 20, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.



LINE TABLE			
LINE	DIRECTION	LENGTH	
L1	N80°00'00"E	534.00'	
L2	N80°00'00"E	555.30'	
L3	N45°39'54"E	60.00'	
L4	N44°20'06"W	1.32'	
L5	N45°39'54"E	194.84'	
L6	N0°00'00"E	30.11'	
L7	N0°42'47"E	60.00'	
L8	N84°17'29"E	34.99'	
L9	N50°10'50"W	60.00'	
L10	N4°11'52"W	35.05'	
L11	N44°20'06"W	351.39'	

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	750.00'	90°50'	119.52'
C2	810.00'	37°52'24"	535.42'
C3	3150.00'	45°149'	265.69'

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

SIGNATURE OMISSIONS

- PURSUANT TO SECTION 66426 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046171, S.C. OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBERS 2015-11335, S.L.C.R.

TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2025

Westwood

Phone (209) 571-1785 1165 Santa Clara, Suite A
Westwood, CA 95370
westwoodps.com
Westwood Professional Services, Inc.

BOUNDARY SHEET

THIS SHEET SHOWS THE BOUNDARY OF TRACT 3839 BEING PARCEL 7 OF TRACT 4167 (44 MAP 94)

MONUMENT NOTES

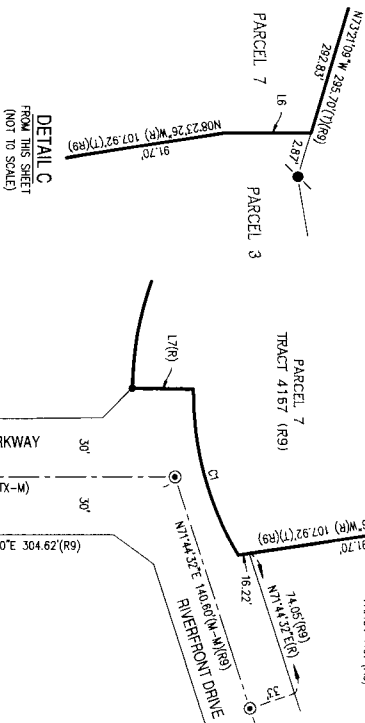
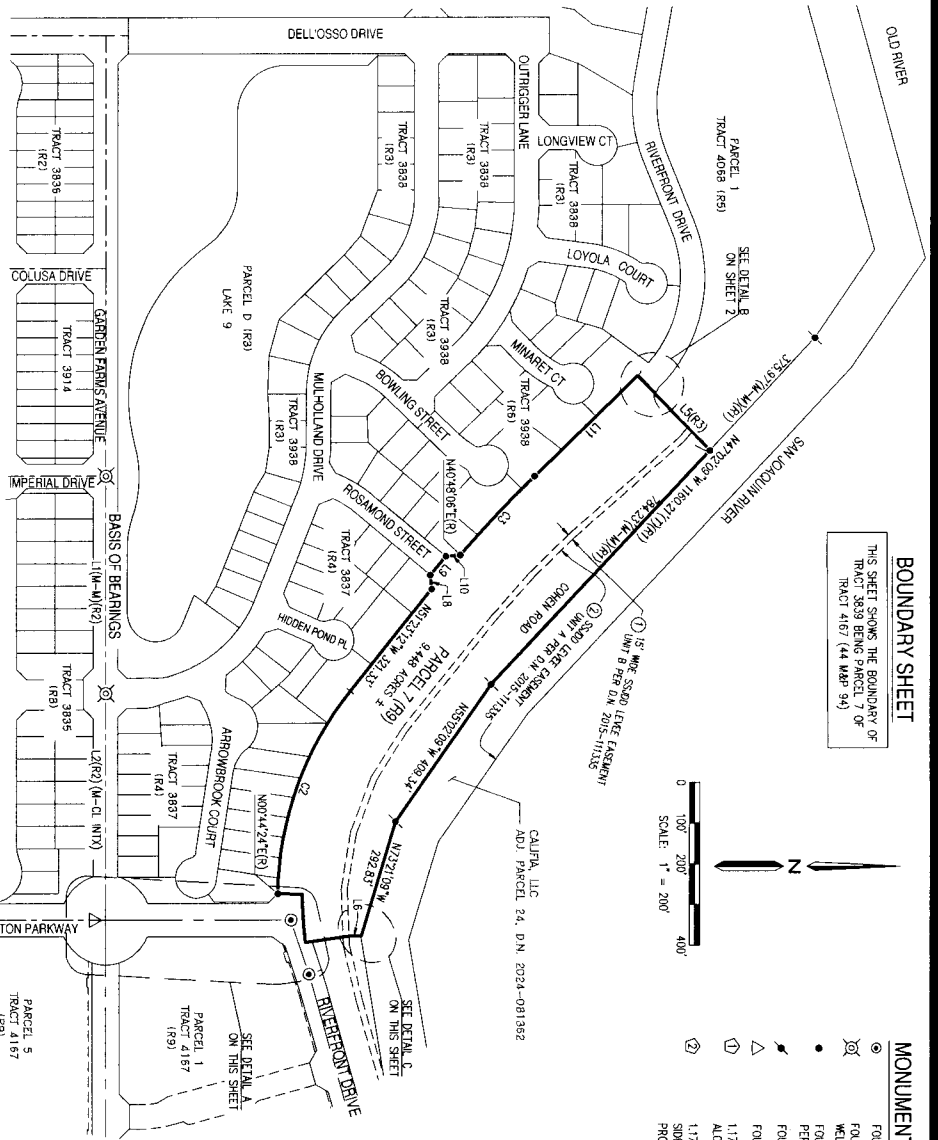
- FOUND MONUMENT STAMPED THIS 7788' PER (R3) OR (R9)
- FOUND STAMPED CITY OF LATHROP MONUMENT
- WELL STAMPED THIS 7788' PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG THIS 7788' PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- FOUND 5/8" REBAR WITH CAP STAMPED THIS 7788' PER (R2)
- FOUND 2-1/2" BRASS DISK STAMPED THIS 7788' PER (R2)
- 1.17" BRASS DISK STAMPED THIS 7788' SET ON CONCRETE ALONG BOUNDARY COURSE 13 PER (R3)
- 1.17" BRASS DISK STAMPED THIS 7788' SET ON CONCRETE SIDEWALK 1100' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SUE LOT LINES PER (R3)

TRACT 3839 RIVER ISLANDS - PHASE 1B VILLAGE R

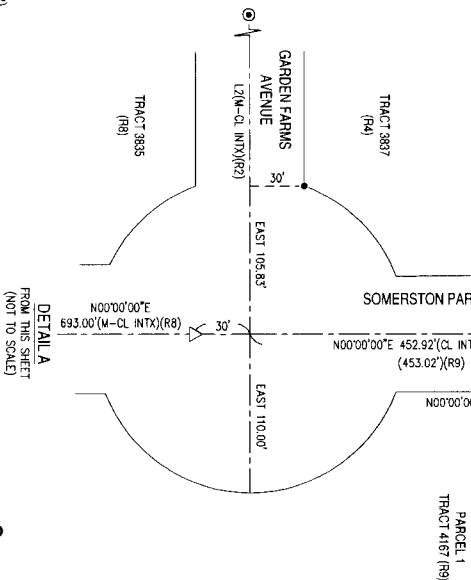
A PORTION OF PARCEL 1 OF TRACT 4167, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4167 (44 MAP 94) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2025

Westwood

Phone (209) 671-1766 1166 Scenic Drive, Suite A
LATHROP, CA 95330
westwoodpro.com
Westwood Professional Services, Inc.



- ### REFERENCES
- (R1) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.L.C.R. (42 MAP 56)
 - (R2) TRACT 3876, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.L.C.R. (42 MAP 84)
 - (R3) TRACT 3876, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, S.L.C.R. (43 MAP 12)
 - (R4) TRACT 3876, FILED JUNE 19, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 38, S.L.C.R. (43 MAP 38)
 - (R5) TRACT 4058, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 102, S.L.C.R. (43 MAP 102)
 - (R6) TRACT 3838, FILED NOVEMBER 30, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 57, S.L.C.R. (43 MAP 57)
 - (R7) TRACT 4001, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 65, S.L.C.R. (43 MAP 65)
 - (R8) TRACT 3835, FILED SEPTEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 102, S.L.C.R. (43 MAP 102)
 - (R9) TRACT 4167, FILED APRIL 24, 2024, IN BOOK 44 OF MAPS AND PLATS, PAGE 94, S.L.C.R. (44 MAP 94)



NOTES

- SEE SHEET 2 FOR LINE AND CURVE TABLES.

EASEMENTS

- 15' WIDE SSJDD LEVEL EASEMENT UNIT B PER D.N. 2015-111335, S.L.C.R.
- SSJDD LEVEL EASEMENT UNIT A PER D.N. 2015-111335, S.L.C.R.

LEGEND

- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (7) TOTAL
- C. CENTERLINE
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SSJDD SEPARATION AND SAN JOAQUIN DRAINAGE DISTRICT
- 1 EASEMENT REFERENCE NUMBER
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE

BASIS OF BEARINGS

THE BEARING OF EAST BETWEEN FOUND MONUMENTS ALONG THE MONUMENT LINE OF GARDEN FARMS AS SHOWN ON TRACT 3835, FILED MAY 15, 2017, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 84, OFFICIAL RECORDS OF THE COUNTY OF SAN JOAQUIN, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

TRACT 3839

RIVER ISLANDS - PHASE 1B

VILLAGE R

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 34)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

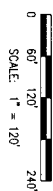
Westwood

Phone (209) 571-1766 1165 Scenic Drive, Suite A
Modesto, CA 95350

westwoodps.com

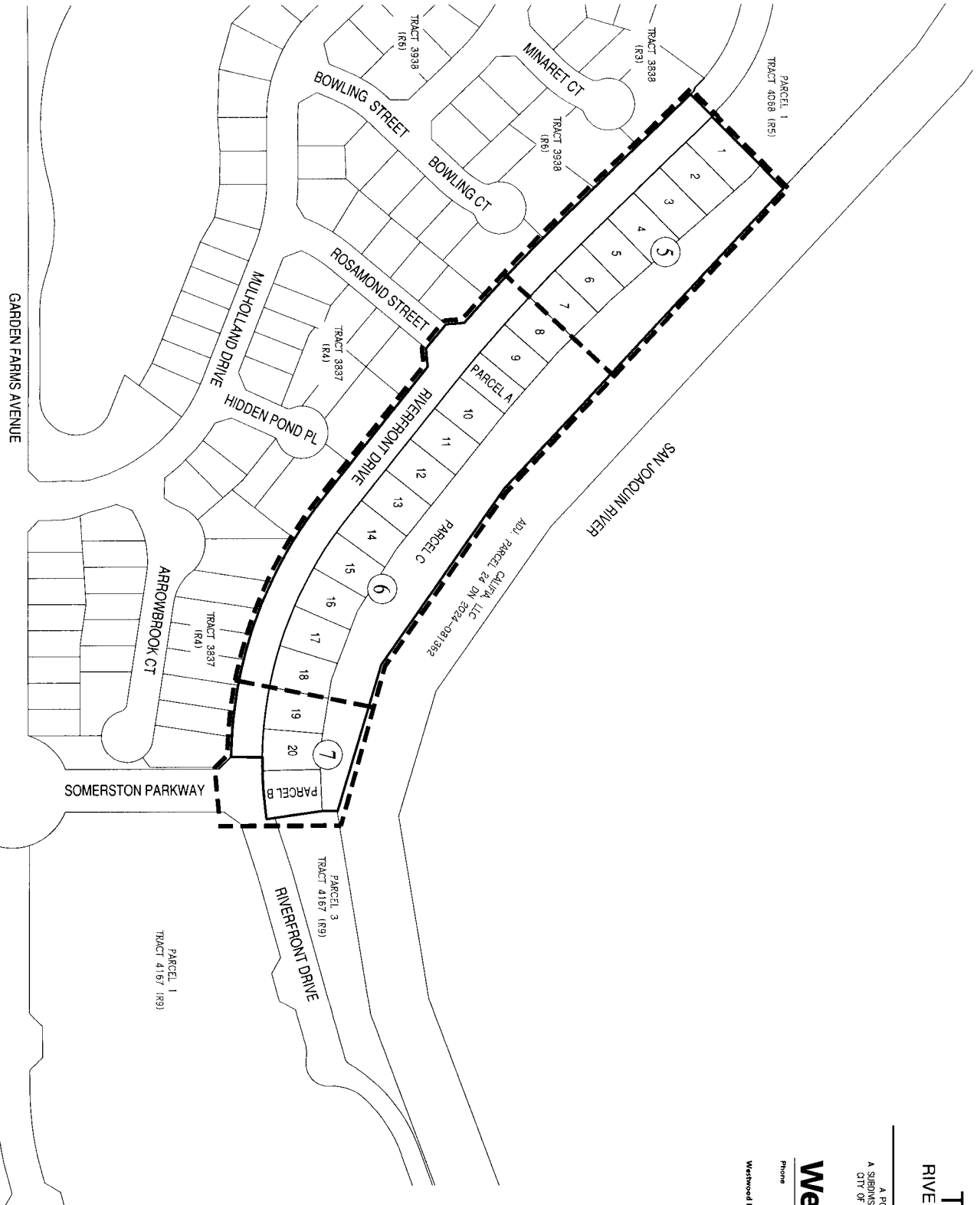
Westwood Professional Services, Inc.

SHEET INDEX



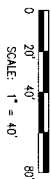
LEGEND

- EASEMENT LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- 7 SHEET NUMBER



NOTES

1. SEE SHEET 7 FOR CURVE TABLE.
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BASIS OF REPAIRS.



TRACT 3839 RIVER ISLANDS - PHASE 1B VILLAGE R

A PORTION OF RANCHO EL PASADENO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2025

Westwood

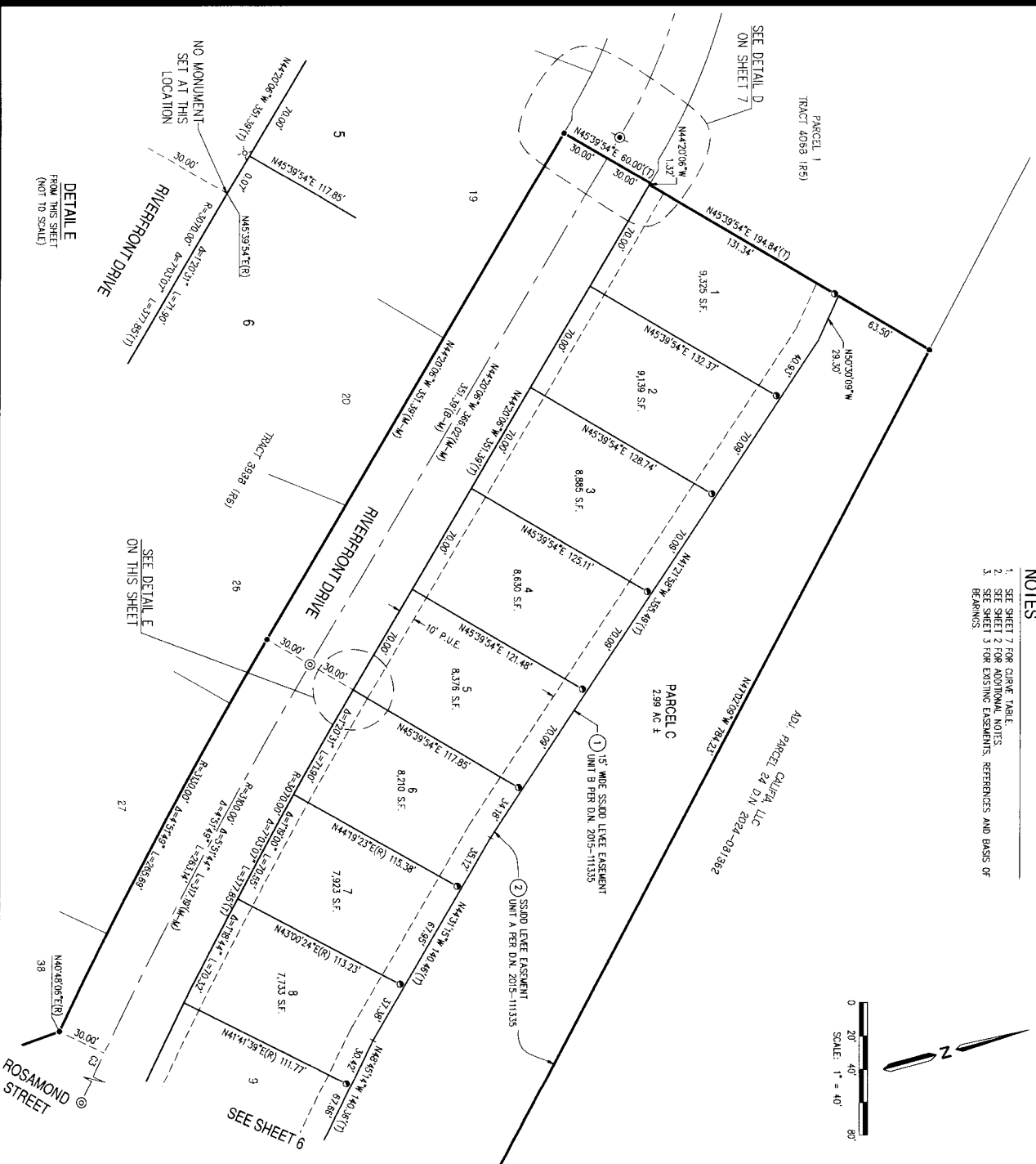
Phone (209) 571-1766 1165 Second Drive, Suite A
Westwood, CA 95370
WestwoodProfessionals.com
Westwood Professional Services, Inc.

MONUMENT NOTES

- ① FOUND MONUMENT STAMPED "T.S. 7788" PER (R3)
- ② SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "T.S. 7788"
- ③ FOUND STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "T.S. 7788" PER (R2)
- ④ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "T.S. 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- ⑤ FOUND 5/8" REBAR WITH CAP STAMPED "T.S. 7788" PER (R1)
- ⑥ 2-1/2" BRASS DISK STAMPED "T.S. 7788" PER (R2)
- ⑦ 1-1/2" BRASS DISK STAMPED "T.S. 7788" ON 1 FOOT OFFSET PER (R3)
- ⑧ 1-1/2" BRASS DISK STAMPED "T.S. 7788" SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES PER (R3)
- ⑨ 3/4" IRON PIPE WITH PLASTIC PLUG "T.S. 7788" PER (R1)
- ⑩ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "T.S. 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1-1/2" BRASS DISK STAMPED "T.S. 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ⑪ SET 1.00' WITNESS CORNER (W.C.), IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE, 1-1/2" BRASS DISK STAMPED "T.S. 7788" SET 3.00' WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE UNLESS OTHERWISE NOTED. 5/8" x 24" REBAR W/ PLASTIC PLUG "T.S. 7788"

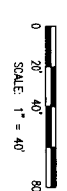
LEGEND

- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (1) TOTAL
- CL CENTERLINE
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SSDO SAGAMONTO AND SAN JOAQUIN DRAINAGE DISTRICT
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE



- NOTES**
1. SEE SHEET 7 FOR CURVE TABLE.
 2. SEE SHEET 2 FOR ADDITIONAL NOTES.
 3. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BASIS OF BEARINGS.

This parcel will be dedicated to RIPFA, does a 10' PUE need to be dedicated to City fronting this parcel.



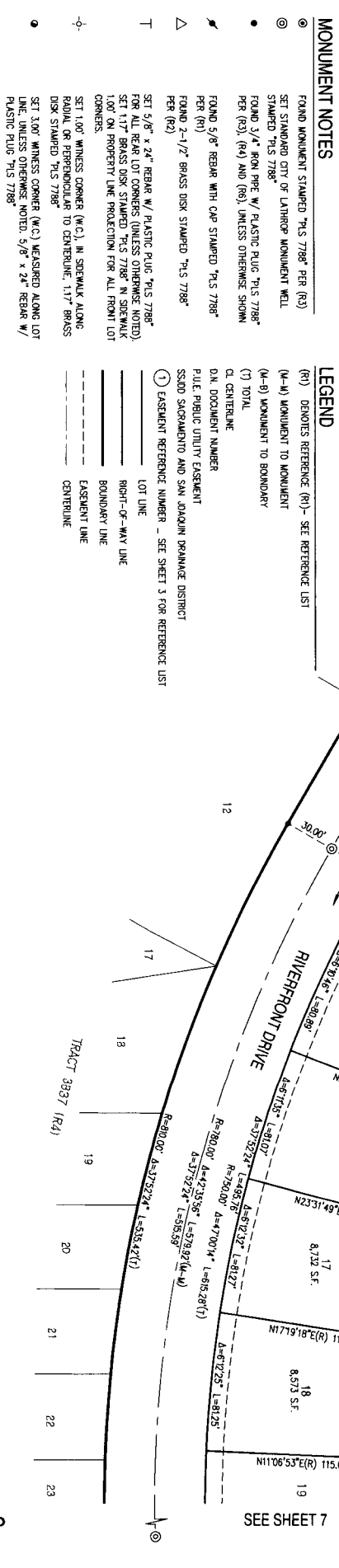
TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R

A PORTION OF PARCEL B, RESERVED, BEING A SUBDIVISION OF TRACT 4547 (MAP 24) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA.

APRIL 2025

Westwood

1168 Scenic Drive, Suite A
 Westwood, CA 93090
 (209) 671-1766
 westwoodpa.com
 Westwood Professional Services, Inc.



MONUMENT NOTES

- FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3), (R4) AND (R6), UNLESS OTHERWISE SHOWN
- FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R2)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED)
- SET 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG ROAD OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE, UNLESS OTHERWISE NOTED, 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"

LEGEND

- (R1) - MONUMENT REFERENCE (R1) - SEE REFERENCE LIST
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- C. CENTERLINE
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- SSDO SAGRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3 FOR REFERENCE LIST
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE

TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

CURVE	RADIUS	DELTA	LENGTH
C1	3070.00	0°36'37"	32.81'
C2	790.00	2°42'37"	35.46'
C3	3100.00	0°59'56"	54.04'
C4	3100.00	1°12'22"	64.35'

LINE #	DIRECTION	LENGTH
L1	N0°44'24"E	60.00'

LEGEND

- (R) DENOTES REFERENCE (R) - SEE REFERENCE LIST
(M-W) MONUMENT TO MONUMENT
(M-B) MONUMENT TO BOUNDARY
(T) TOTAL
CL CENTERLINE
D.N. DOCUMENT NUMBER
P.U.E. PUBLIC UTILITY EASEMENT
SSOD SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT
① EASEMENT REFERENCE NUMBER, SEE SHEET 3 FOR REFERENCE LIST
LOT LINE
RIGHT-OF-WAY LINE
BOUNDARY LINE
EASEMENT LINE
CENTERLINE

MONUMENT NOTES

- SET MONUMENT STAMPED "PLS 7788"
● SET STANDARD CITY OF LAHORE MONUMENT WELL
● STAMPED "PLS 7788"
● FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (R3), (R4) AND (R8), UNLESS OTHERWISE SHOWN
● FOUND 5/8" REBAR WITH CAP STAMPED "PLS 7788" PER (R1)
● FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R2)
● SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
● 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET ALONG BOUNDARY COURSE M453954"E 60.00' PER (R3)
● 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES PER (R3)
● 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2)
● 5/8" REBAR WITH PLASTIC PLUG "PLS 7788" PER (R3)
● 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R7)
● SET 3.00" WITNESS CORNER (W.C.) MEASURED ALONG LOT LINE UNLESS OTHERWISE NOTED. 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788"

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES
2. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES AND BIDS OF RECORD.

TRACT 3839
RIVER ISLANDS - PHASE 1B
VILLAGE R

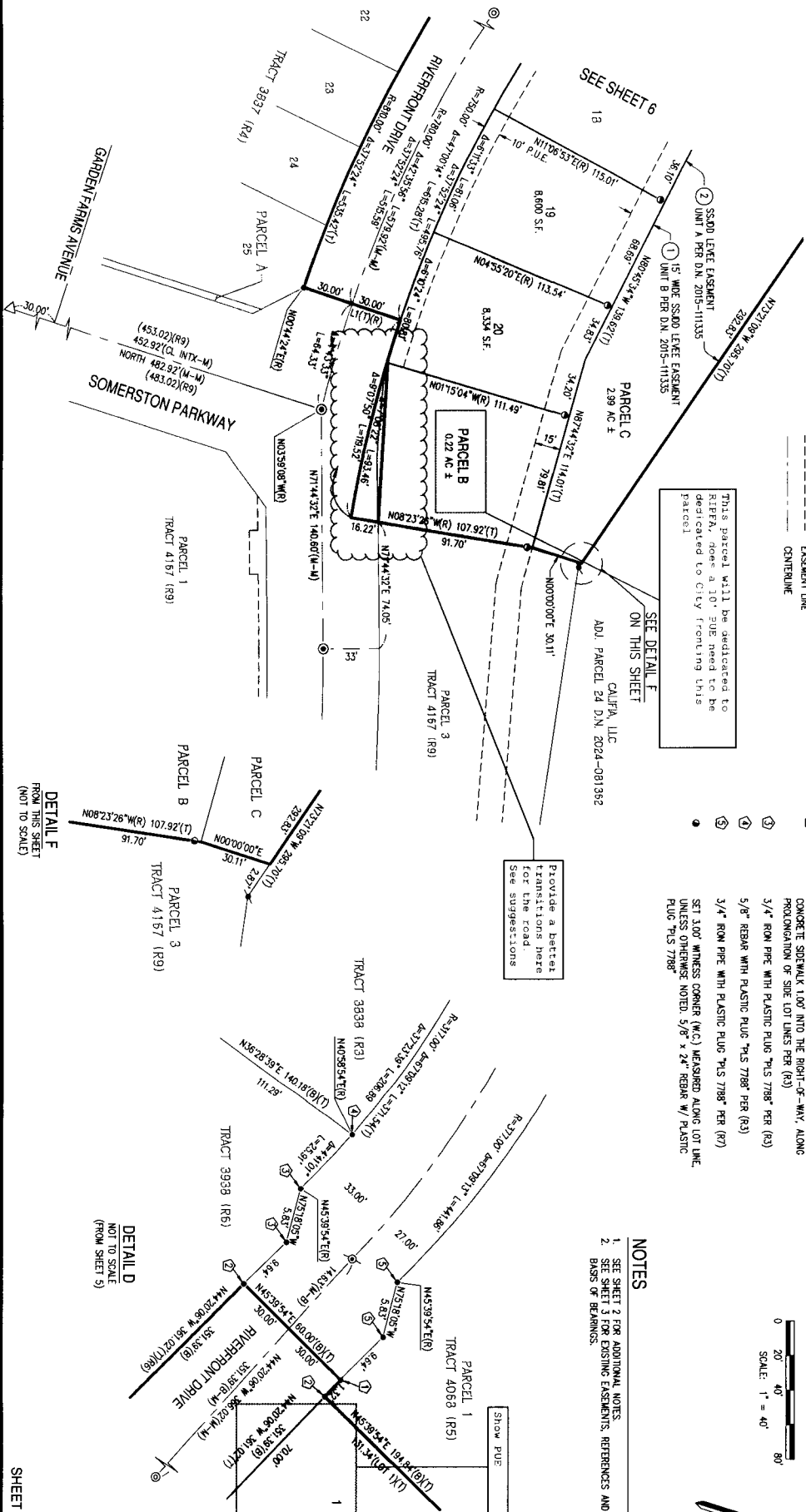
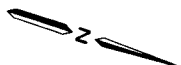
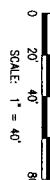
A PORTION OF PARCEL 1, PESCADERO, BEING A SUBDIVISION OF PARCEL 7 OF TRACT 4167 (44 MAP 94) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

Phone (209) 571-1765 1465 Santa Clara Drive, Suite A Westwood, CA 95380 westwoodplanning.com

Westwood Professional Services, Inc.



DETAIL F
FROM THIS SHEET
(NOT TO SCALE)

DETAIL D
NOT TO SCALE
(FROM SHEET 5)

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ITEM 4.21

CITY MANAGER'S REPORT JUNE 09, 2025, CITY COUNCIL REGULAR MEETING

ITEM: APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 LOTS IN TRACT 4271 VILLAGE 27 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Approve Final Map for Tract 4271 Village 27 Unit 1 within the West Village District, Totaling 34 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC

SUMMARY:

The proposed Final Map for Tract 4271 Village 27 Unit 1 (Tract 4271), included as Attachment "E", is within the West Village District of Phase 2 for the River Islands Project. Tract 4271 will be the first tract map within the Village 27 area. River Islands Development Area 1, LLC (River Islands) is proposing thirty-four (34) residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends City Council approve the proposed Final Map for Tract 4271, to be recorded pursuant to the terms of the Escrow Instructions, included as Attachment "D", and a Subdivision Improvement Agreement (SIA), included as Attachment "C", with River Islands Development Area 1, LLC, by Resolution, included as Attachment "A".

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On August 12, 2024, City Council approved a Large Lot Map (LLM) Tract 4235 to create 8 undevelopable parcels. On December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards. The land for the proposed Final Map for Tract 4271 is within the geographic boundaries of VTM 6716, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood.

As required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a SIA to guarantee specific offsite and onsite improvements.

Construction of the public improvements associated with Tract 4271 are substantially complete. Performance and labor & materials securities have been provided with the SIA for Tract 4271 in the form of a cash deposit in the amount of \$10,692 that guarantee the unfinished improvements for Village 27.

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING**APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 LOTS IN TRACT 4271 VILLAGE 27 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS**

Potential acceptance of the public improvements will be processed by staff at a later date. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Tract 4271 will need to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. The CFDs are for the City of Lathrop, Island Reclamation District (RD) 2062, and River Islands Public Financing Authority (RIPFA). Approval of Annexation into City of Lathrop CFD 2023-1 is proposed with this Council item. Annexation into additional CFDs administered by RD 2062 and RIPFA is required as part of the escrow instructions prior to recording of the final map.

As a precondition to record the Final Map, River Islands must satisfy the Escrow Instructions by depositing necessary sums to guarantee the payment of all fees and providing required documents.

REASON FOR RECOMMENDATION:

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Required
5. Cash Deposit – Performance and Labor and Materials Security	Received
6. Street Improvement, Landscape, Light & Joint Trench	Completed
7. Geotechnical Report	Completed
8. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
9. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
10. Allocation of Water and Sewer capacity	Completed
11. Recommendation for approval from Stewart Tract Design Review Committee	Completed
12. Submitted Certificate of Insurance, Tax Letter	Completed

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING

APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 LOTS IN TRACT 4271 VILLAGE 27 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

13. Submitted Preliminary Guarantee of Title	Completed
14. Escrow Instructions	Completed
15. Tract 4271 Village 27 - City of Lathrop Community Facilities District No. 2023-1 Annexation	Pending Approval
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no fiscal impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution to Approve Final Map for Tract 4271 Village 27 Unit 1 within the West Village District, Totaling 34 Single Family Lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC
- B. Vicinity Map - Tract 4271 Village 27 Unit 1
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development Area 1, LLC, a Delaware limited liability company, for Tract 4271 Village 27 Unit 1
- D. Escrow Instructions for Final Map Tract 4271 Village 27 Unit 3
 - Annexation into City of Lathrop CFD 2023-1 (B2 of Attachment "D")
- E. Final Map - Tract 4271 Village 27 Unit 1


CITY MANAGER'S REPORT

PAGE 4

JUNE 09, 2025, CITY COUNCIL REGULAR MEETING

APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 34 LOTS IN TRACT 4271 VILLAGE 27 UNIT 1 WITHIN WEST VILLAGE DISTRICT OF RIVER ISLANDS

APPROVALS



Veronica Albarran
Junior Engineer

06/02/2025

Date



Brad Taylor
City Engineer

6/2/2025

Date



Thomas Hedegard
Deputy City Manager

6/3/2025

Date



Michael King
Assistant City Manager

6.2.2025

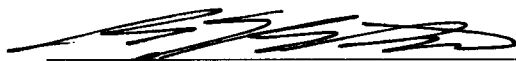
Date



Salvador Navarrete
City Attorney

6.2.2025

Date



Stephen Salvatore
City Manager

6.5.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE FINAL MAP FOR TRACT 4271 VILLAGE 27 UNIT 1 WITHIN THE WEST VILLAGE DISTRICT, TOTALING 34 SINGLE FAMILY LOTS, ANNEXATION INTO CFD 2023-1, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT AREA 1, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on August 12, 2024, City Council approved a Large Lot Map (LLM) Tract 4235 to create 8 undevelopable parcels; and

WHEREAS, on December 7, 2023, Planning Commission approved the West Village Non-Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, the land for the proposed Final Map for Tract 4271 Village 27 Unit 1 (Tract 4271) is within the geographic boundaries of VTM 6716, LLM Tract 4235, and the West Village Non-Age Restricted Neighborhood; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, River Islands Development Area 1, LLC (River Islands), will provide a cash deposit, as detailed in the SIA, in lieu of performance and labor & material securities for Tract 4271 to guarantee the minor unfinished improvements in the amount of \$10,692; and

WHEREAS, potential acceptance of the public improvements will be processed by staff at a later date when the improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Tract 4271 needs to be annexed into three different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve Annexation into City of Lathrop CFD 2023-1. Additional CFDs administered by Island Reclamation District (RD) 2062 and River Islands Public Financing Authority (RIPFA) are recorded and included as part of the Escrow instructions; and

WHEREAS, River Islands Development Area 1, LLC must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, by depositing necessary sums to guarantee the payment of all fees and providing required documents.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4271 and is hereby approved as submitted and recordation with the San Joaquin County Assessor/Recorder/County Clerk Office is authorized in substantially the form attached to the June 09, 2025 staff report once the terms and conditions of the Escrow Instructions, included as Attachment "D" to the City Manager's Report, are met.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Development Area 1, LLC in substantially the form as attached to the June 09, 2025 staff report.
3. Annexation into the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) in substantially the form as attached to the June 09, 2025 staff report.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

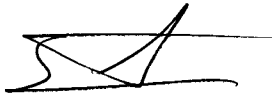
ABSENT:

Paul Akinjo, Mayor

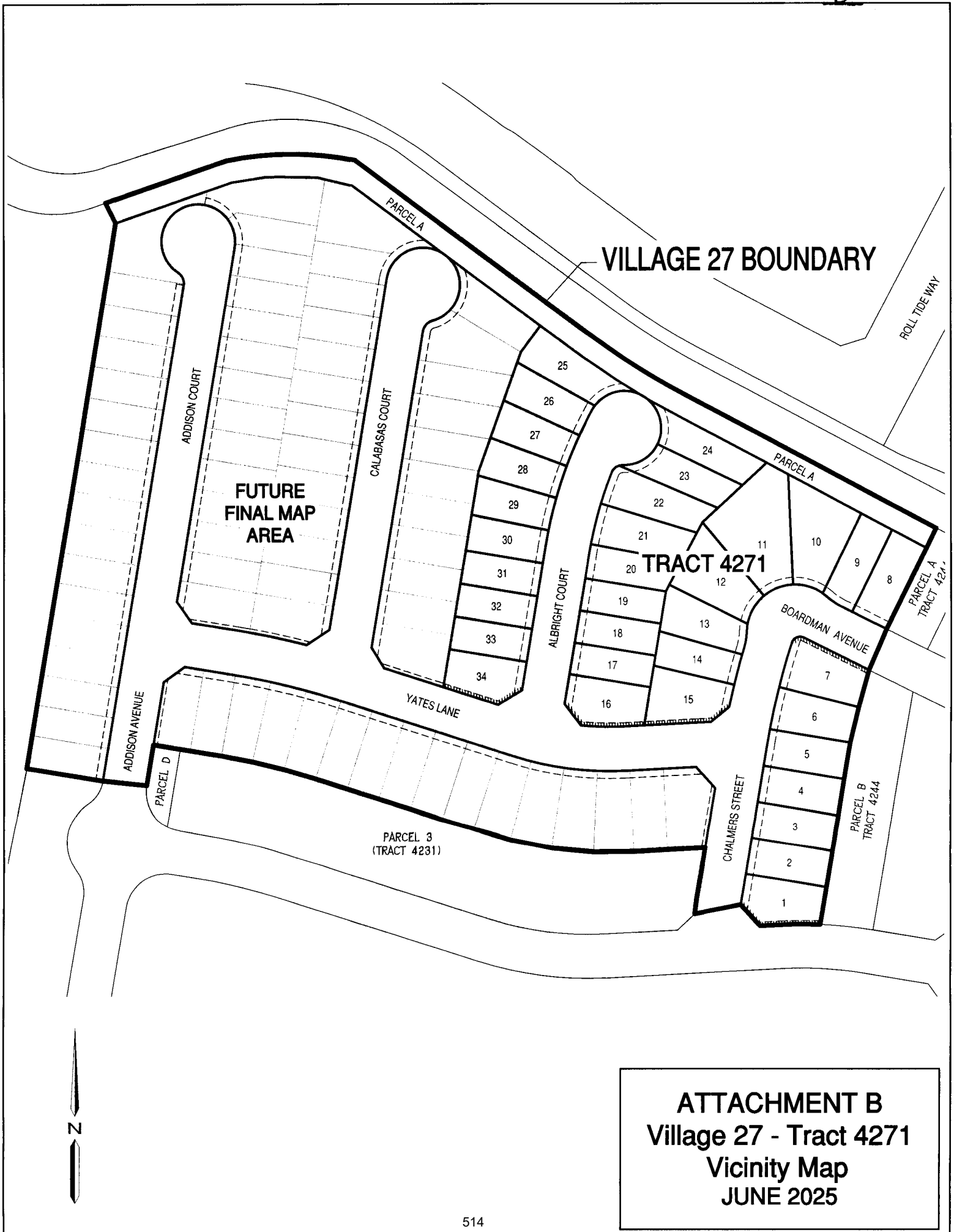
ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS DEVELOPMENT AREA 1, LLC,

DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4271 VILLAGE 27 UNIT 1 34 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of June 2025**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Development Area 1, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4271 Village 27 Unit 1 (Tract 4271). However, SUBDIVIDER has completed a significant portion of the public infrastructure improvements associated with Tract 4271 located within the West Village District of River Islands Phase 2, which also includes major streets necessary to access the site. A cash deposit in lieu of Performance and Labor & Material securities has been provided by SUBDIVIDER that guarantee the unfinished improvements for Tract 4271, in the amount shown in Section 8 of this agreement.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4271 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4271. Improvement plans, and street light plans have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed, and minor improvements not yet constructed as part of the required infrastructure for Tract 4271 are required security as outlined in this Agreement.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the West Village – Village 27 neighborhood, to the limits identified in Exhibit “A”, including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit “B”.

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY’S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements as defined in this agreement, prior to issuance of certificate of occupancy of the last home constructed in Tract 4271, or June 9, 2026, whichever comes first.

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

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

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

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY’S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond equal to 10% of the estimated cost of the Improvements for the West Village – Village 27 entire area to insure SUBDIVIDER’S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, or fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY.

Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

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

8. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4271 as included and described in Exhibit "D" of this Agreement. A cash deposit has been provided in lieu of Performance and Labor & Material securities in the amount of \$10,692. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such

action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

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

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

15. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

16. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

17. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

18. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

19. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4271.

20. The following miscellaneous provisions are applicable to this Agreement:

a. 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.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. 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.

d. 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.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. 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.

g. 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.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. 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.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4271 VILLAGE 27 UNIT 1
EXHIBIT B TRACT 4271 VILLAGE 27 UNIT 1 AREA
EXHIBIT C CITY INSURANCE REQUIREMENTS
EXHIBIT D WEST VILLAGE VILLAGE 27 UNFINISHED IMPROVEMENTS AND FULL
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of June 2025, at Lathrop, California.

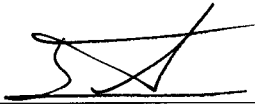
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:  6-2-2025
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

SUBDIVIDER

River Islands Development Area 1, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

EXHIBIT "A"

FINAL MAP - TRACT 4271 VILLAGE 27 UNIT 1

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF HAVE SOME RECORD TITLE INTEREST IN THE TRACT 4221, RIVER ISLANDS - PHASE 2, VILLAGE 27 UNIT 1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ADDISON AVENUE, ADDISON COURT, CALABASAS COURT, AIRPORT COURT, CHALMERS STREET, YALES LANE AND BOARDMAN AVENUE, AS SHOWN ON THIS FINAL MAP.

2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, PAVES, WHERS, CARES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "TULE" (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS 1, 7, 15, 16 AND 34 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS, AS SHOWN ON THIS FINAL MAP.

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

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 THROUGH 3 FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 4, AS SHOWN ON THIS FINAL MAP, SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER INTENDS TO SUBDIVIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL REPRIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN, APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE PERMANENT, OVERLYING, UTILITY, RECREATING, PRESERVING, ACCUMULATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECOGNITION OF THIS MAP TO SEVER THE REPRIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: RIVER ISLANDS DEVELOPMENT AREA 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELROSSO
NAME: PRESIDENT DATE:

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST
RECORDED SEPTEMBER 19, 2024, AS DOCUMENT NUMBER 2024-07886, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS DAY OF 2025.

BY: NAME: ITS:

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON 2025 BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE:

NAME (PRINT):

PRINCIPAL COUNTY OF BUSINESS:

MY COMMISSION NUMBER:

MY COMMISSION EXPIRES:

TRACT 4221
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

A PORTION OF RANCHO EL PESCARO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4225 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2025

Westwood

Phone (209) 571-1766 1165 Scenic Drive, Suite A
Westwood, CA 95380
westwoodpro.com
Westwood Professional Services, Inc.

CITY CLERKS STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED TRACT 4221, RIVER ISLANDS - PHASE 2, VILLAGE 27 UNIT 1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, WAS PREPARED BY WESTWOOD PROFESSIONAL SERVICES, INC., A PROFESSIONAL SERVICE FIRM, AND THAT SAID CITY COUNCIL DID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECOGNITION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1, 7, 15, 16 AND 34 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS, AS SHOWN ON THIS FINAL MAP. THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, AND ACCEPTED THE AFTER STREET WATER LANE AND BOARDMAN AVENUE, AS SHOWN ON SAID FINAL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

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

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON 2025 BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE:

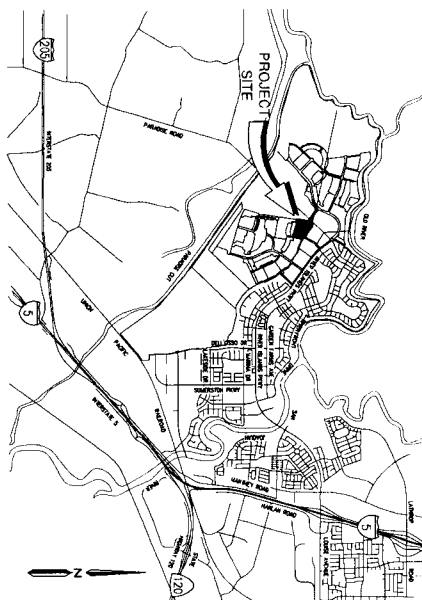
NAME (PRINT):

PRINCIPAL COUNTY OF BUSINESS:

MY COMMISSION NUMBER:

MY COMMISSION EXPIRES:

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONJUGAL TRANSFER SUBJECT TO
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. Z1-4908.

DATED THIS DAY OF 2025.

RICHARDO CASALTI, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND I HAVE REVIEWED THE WITHIN MAP, TRACT 4221, RIVER ISLANDS - PHASE 2, VILLAGE 27 UNIT 1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLETES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS DAY OF 2025.

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



RECORDERS STATEMENT

FILED THIS DAY OF 2025, AT
IN BOOK OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY,
FEEL \$

BY: ASSISTANT/DEPUTY RECORDER
STATE REGISTRAR
ASSISTANT RECORDER - COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

1. DARRYL A. ALANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4271, RIVIER ISLANDS - PHASE 2, VILLAGE 27 UNIT 1", CITY OF LATHROP, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SUPERVISOR



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. THE BIGGEST OF ROBERT STONE DEVELOPMENT AREA 1, LLC, ON FEBRUARY 15, 2024, I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND COORDINATE THE POSITIONS INDICATED ON THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE JUNE 1, 2026, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE REPEATED, AND THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED KENTING DELTAINE MAP

DYLAN CRAWFORD, P.L.S. NO 7788



1. RIGHT TO FARM STATEMENT:

- PER CITY OF THUNDERBOLT MUNICIPAL CODE OR ORDINANCES, TITLE 15, CHAPTER 15.4004, THE CITY OF THUNDERBOLT PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WHEN THE CITY LIMITS, INCLUDING THOSE THAT PURCHASE CHEMICAL FERTILIZERS AND PESTICIDES, YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE BEING USED MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND ARE THEREFORE YOU ARE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAND USE, INCLUDING BUT NOT LIMITED TO: APPLICATION OF FERTILIZERS, PESTICIDES, AND PESTICIDES, INCLUDING BUT NOT LIMITED TO: APPLICATION, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PLANNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEREGRATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, ROADSIDE TRAFFIC DEREGULATION, AND OTHER ACTIVITIES WHICH MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCE OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURAL ACTIVE REGION.
2. A STATUS REPORT ENTITLED "AGRICULTURAL EXPANSION, RURAL RESIDENTS PHASE 2, LANDROP, CALIFORNIA," DATED OCTOBER 11, 2018, HAS BEEN PREPARED FOR THIS PROJECT. BY CHECK, INCORPORATED, 4085 F. L. JONES, JR. RD. 2017, I AM IN FULL AGREEMENT WITH THE CITY OF THUNDERBOLT.
3. TRACT #271, RIVER SITES - PHASE 2, TILWADE 271 UNIT 1 FINAL MAP CONTAINING 31 RESIDENTIAL LOTS WITH A TOTAL OF 4,803 ACRES, MORE OR LESS, PARCELS 1 THROUGH 3 CONTAINING 8,118 ACRES, MORE OR LESS, PARCEL 4 CONTAINING 0.876 ACRES, MORE OR LESS, AND ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP WHICH INCLUDE 4,567 ACRES, MORE OR LESS, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4271 AREA SUMMARY	
LOTS 1 THROUGH 34	4.803 AC±
PARCELS 1 THROUGH 3	8.118 AC±
PARCEL A	0.876 AC±
STREET DEDICATIONS	4.567 AC±
TOTAL	18.364 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214023758-LR (VERSION 2), DATED APRIL 15, 2025, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

PURSUANT TO SECTION 66426 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-07046177, S.U.C.R.

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

Phone (209) 571-1765 1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodps.com

Westwood Professional Services, Inc.

LINE TABLE

LINE TABLE		CURVE TABLE		
LINE	DIRECTION	RADIUS	DELTA	LENGTH
1	N86.50°E	580.00	55.0724°	54.05
2	N44.9°E	335.52	22.83	
3	N78.8°E	873.55	109.85	
4	N20.36°E	450.00	120.04	182.96
5	N86.50°E	580.00	77.89	
6	N25.07°E	300.00	15.0531°	
7	N84.40°W	56.52	10.7425°	55.07

[illegible]

TRACT 4271 RIVER ISLANDS - PHASE 2 VILLAGE 27 UNIT 1

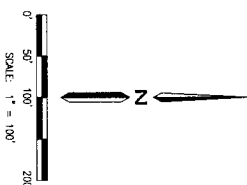
A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

1165 SCENIC DRIVE, SUITE A
MORRISVILLE, NC 27555
westwoodgps.com
Phone (209) 571-1765

EXISTING BOUNDARY SHEET



LEGEND

200.00' (R1)	MEASURED AND RECORD DATA PER REFERENCE SHOWN
(R1)	DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
(M-M)	MONUMENT TO MONUMENT
(M-C, INTX)	MONUMENT TO CENTERLINE INTERSECTION
(T)	TOTAL
(R)	RADIAL BEARING
P.U.E.	PUBLIC UTILITY EASEMENT
U/C	LINE CURVE
---	BOUNDARY
---	LOT LINE OR RIGHT-OF-WAY LINE
---	EASEMENT LINE
---	CENTERLINE

BASIS OF BEARINGS

THE BEARING OF NORTH, 09°20'36" EAST ALONG ADDISON AVENUE, AS SHOWN PER TRACT 4235, FILED AUGUST 22, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 124, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, MORS). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

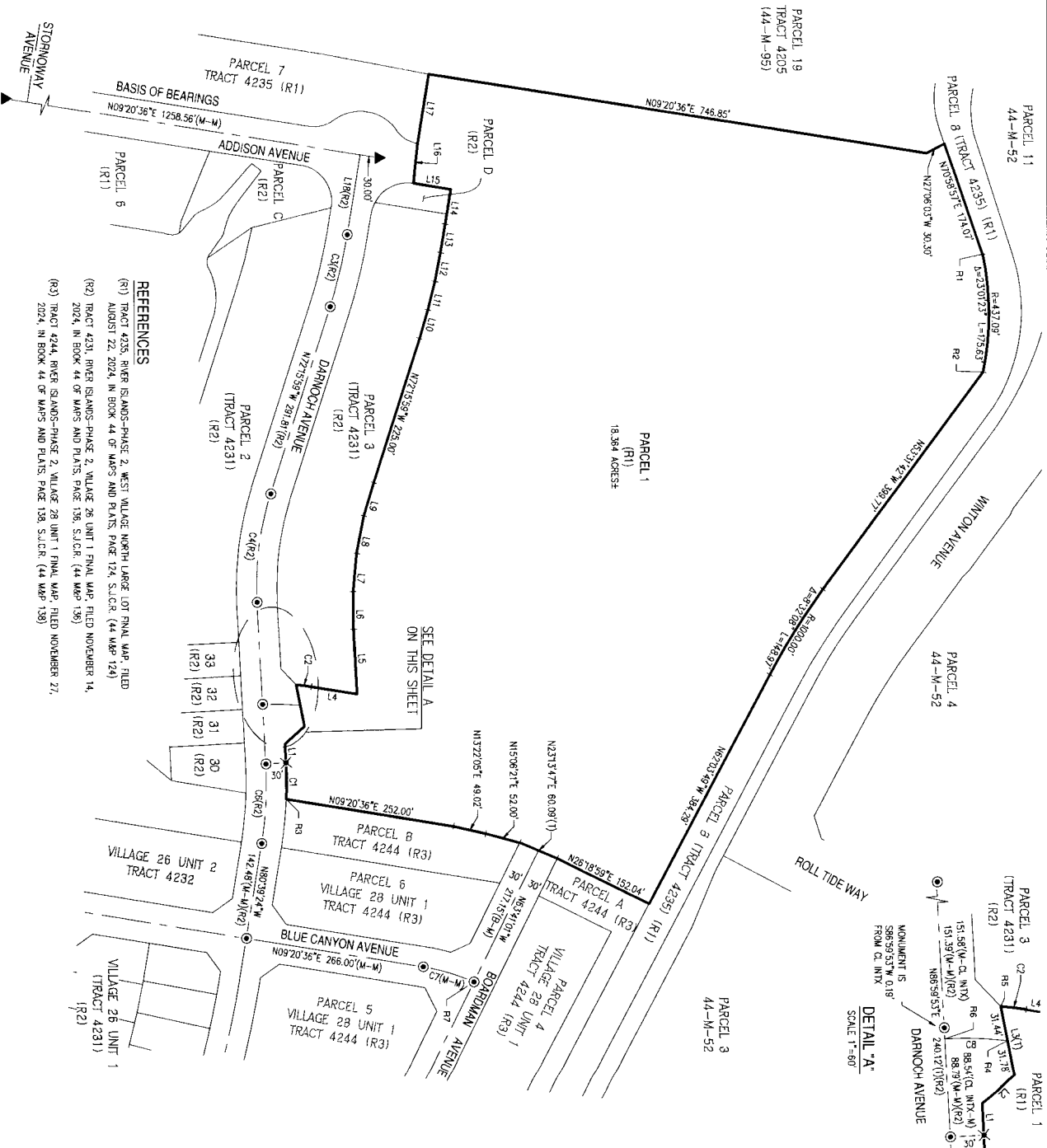
MONUMENTATION NOTES

- ✕ FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG, PROPERTY LINE PROJECTION, RADIAL BEARING OR PERPENDICULAR TO CENTERLINE, 1.17" BRASS DISK STAMPED "PLS 7788" PER (R1)
- FOUND MONUMENT PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER TRACT 4149 (44 MAP 52)

NOTES

- SEE SHEET 2 FOR LINE AND CURVE TABLES.
- ALL DIMENSIONS ARE PER (R1), UNLESS NOTED OTHERWISE.

SHEET 3 OF 7



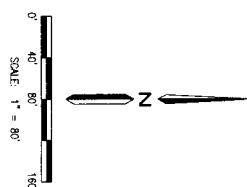
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Westwood

Westwood Professional Services, Inc.

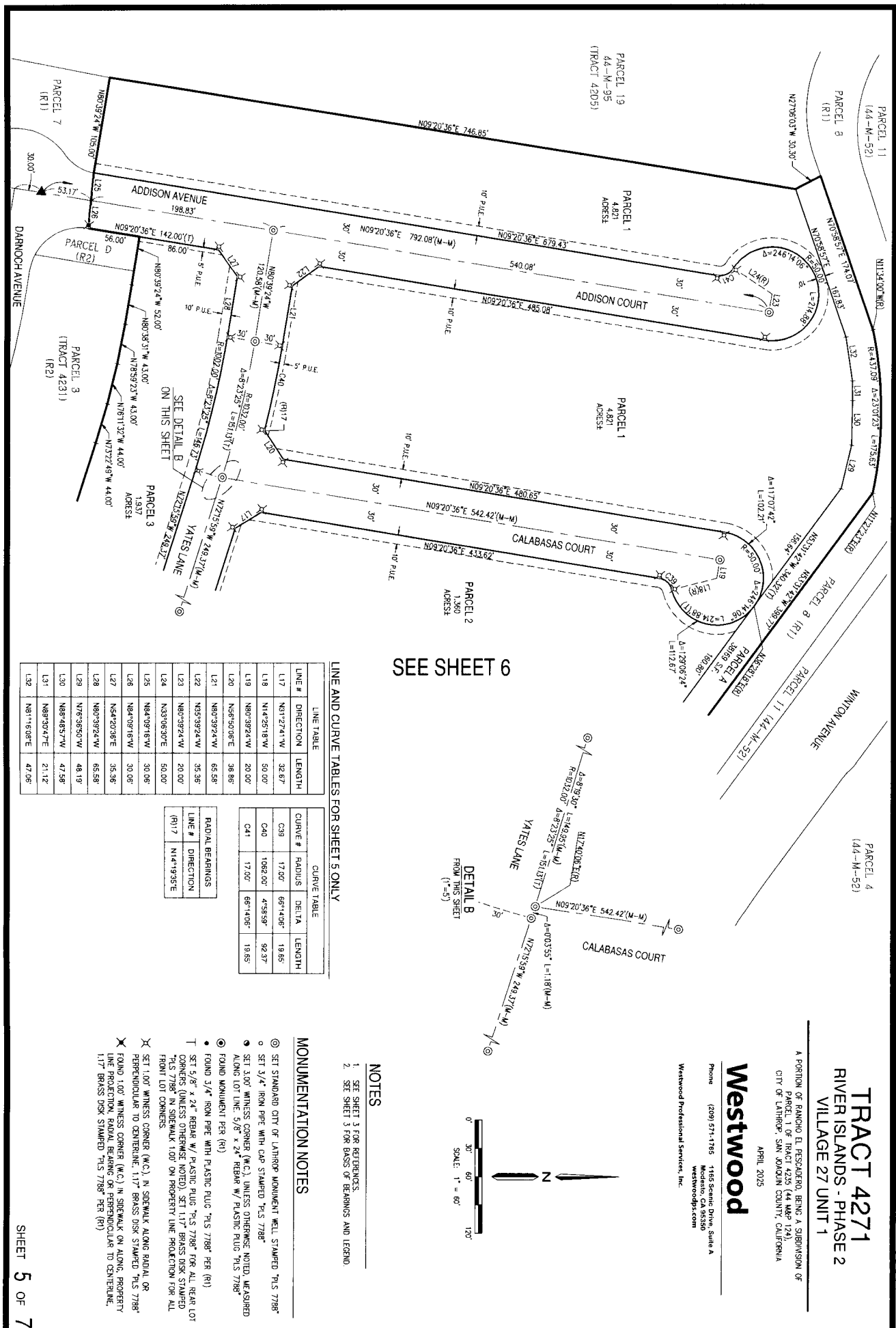
NOTES

1. SEE SHEET 3 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 FOR MONUMENTATION NOTES.



_____ LOT LINE OR RIGHT-OF-WAY LINE
 - - - - - EASEMENT LINE
 ■ ■ ■ SHEET LIMIT LINE
 (5) SHEET NUMBER
 \ \ \ \ \ RESTRICTED ACCESS

SHEET 4 OF 7



SEE SHEET 6

LINE AND CURVE TABLES FOR SHEET 5 ONLY

LINE TABLE			CURVE TABLE		
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	LENGTH
L17	N61°27'41"W	32.67	C39	17.00'	69°14'08"
L18	N14°25'18"W	50.00	C40	1066.00'	4°58'59"
L19	N80°39'24"W	20.00	C41	17.00'	66°14'06"
L20	N55°56'08"E	36.85			
L21	N80°39'24"W	65.58			
L22	N55°39'24"W	35.36			
L23	N80°39'24"W	20.00			
L24	N33°06'30"E	50.00			
L25	N64°09'16"W	30.08			
L26	N64°09'16"W	30.06			
L27	N54°20'08"E	35.36			
L28	N80°39'24"W	65.58			
L29	N76°36'50"W	48.19			
L30	N68°46'57"W	47.58			
L31	N89°30'47"E	21.12			
L32	N81°16'08"E	47.08			

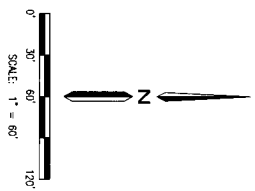
LINE #	DIRECTION
(R)17	N14°19'35"E

MONUMENTATION NOTES

- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED THIS 7788"
- SET 3/4" IRON PIPE WITH CAP STAMPED THIS 7788"
- SET 3.00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE: 5/8" x 24" REBAR W/ PLASTIC PLUG THIS 7788"
- FOUND MONUMENT PER (R)1
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG THIS 7788" PER (R)1
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG THIS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED THIS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- SET 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ALONG RADIAL OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED THIS 7788" FOUND 1.00" WITNESS CORNER (W.C.) IN SIDEWALK ON ALONG PROPERTY LINE PROJECTION. RADIAL BEARING OR PERPENDICULAR TO CENTERLINE. 1.17" BRASS DISK STAMPED THIS 7788" PER (R)1

NOTES

- SEE SHEET 3 FOR REFERENCES.
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.



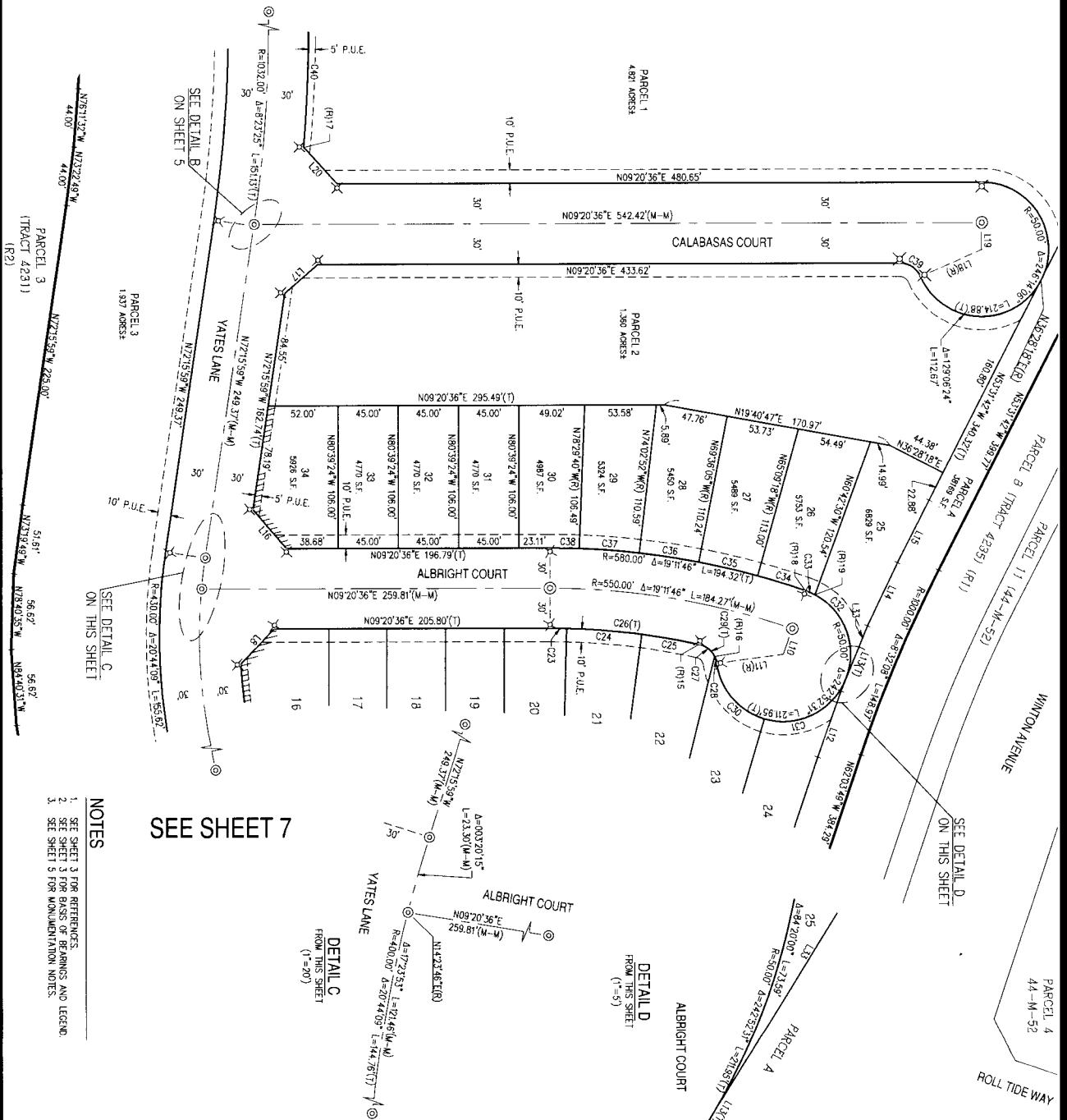
TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4235 (44 MAP 124), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Westwood

APRIL 2025
Phone (209) 571-1765 1165 Seismic Drive, Suite A Modesto, CA 95350 westwoodpro.com
Westwood Professional Services, Inc.

SEE SHEET 5



NOTES

1. SEE SHEET 3 FOR BEARINGS AND LEGEND.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 FOR MONUMENTATION NOTES.

LINE TABLE				CURVE TABLE			
LINE #	DIRECTION	LENGTH		CURVE #	RADIUS	DELTA	LENGTH
L8	N07°17'57"W	36.35		C23	520.00'	1°22'28"	12.47'
L10	N61°27'38"W	20.00'		C24	520.00'	6°13'09"	56.44'
L11	N12°25'41"E	50.00'		C25	520.00'	4°47'40"	43.51'
L12	N61°11'55"W	52.00'		C26	520.00'	1°23'16"	11.24'
L13	N68°22'39"W	52.00'		C27	17.00'	50°34'35"	15.01'
L14	N65°28'54"W	52.00'		C28	17.00'	19°08'27"	5.67'
L15	N63°34'21"W	52.00'		C29	17.00'	69°14'02"	20.86'
L16	N68°32'19"E	37.85'		C30	50.00'	65°35'07"	57.23'
L17	N61°27'41"W	32.67'		C31	50.00'	84°12'24"	73.48'
L18	N14°25'18"W	50.00'		C32	50.00'	84°20'00"	73.59'
L19	N60°39'24"W	20.00'		C33	50.00'	8°44'58"	7.64'
L20	N65°50'08"E	36.86'		C34	580.00'	5°34'40"	37.40'
L33	N68°23'39"W	43.00'		C35	580.00'	4°26'47"	45.01'
RADIAL BEARINGS				C36	580.00'	4°26'47"	45.01'
(R)15	N68°16'08"W			C37	580.00'	4°26'47"	45.01'
(R)16	N17°41'34"W			C38	580.00'	2°09'44"	21.89'
(R)17	N14°19'35"E			C39	17.00'	68°14'08"	19.85'
(R)18	N61°27'38"W			C40	1062.00'	4°58'59"	92.37'
(R)19	N62°42'43"W						
(R)21	N61°27'22"E						



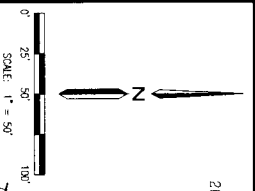
Westwood

1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodps.com
Westwood Professional Services, Inc.

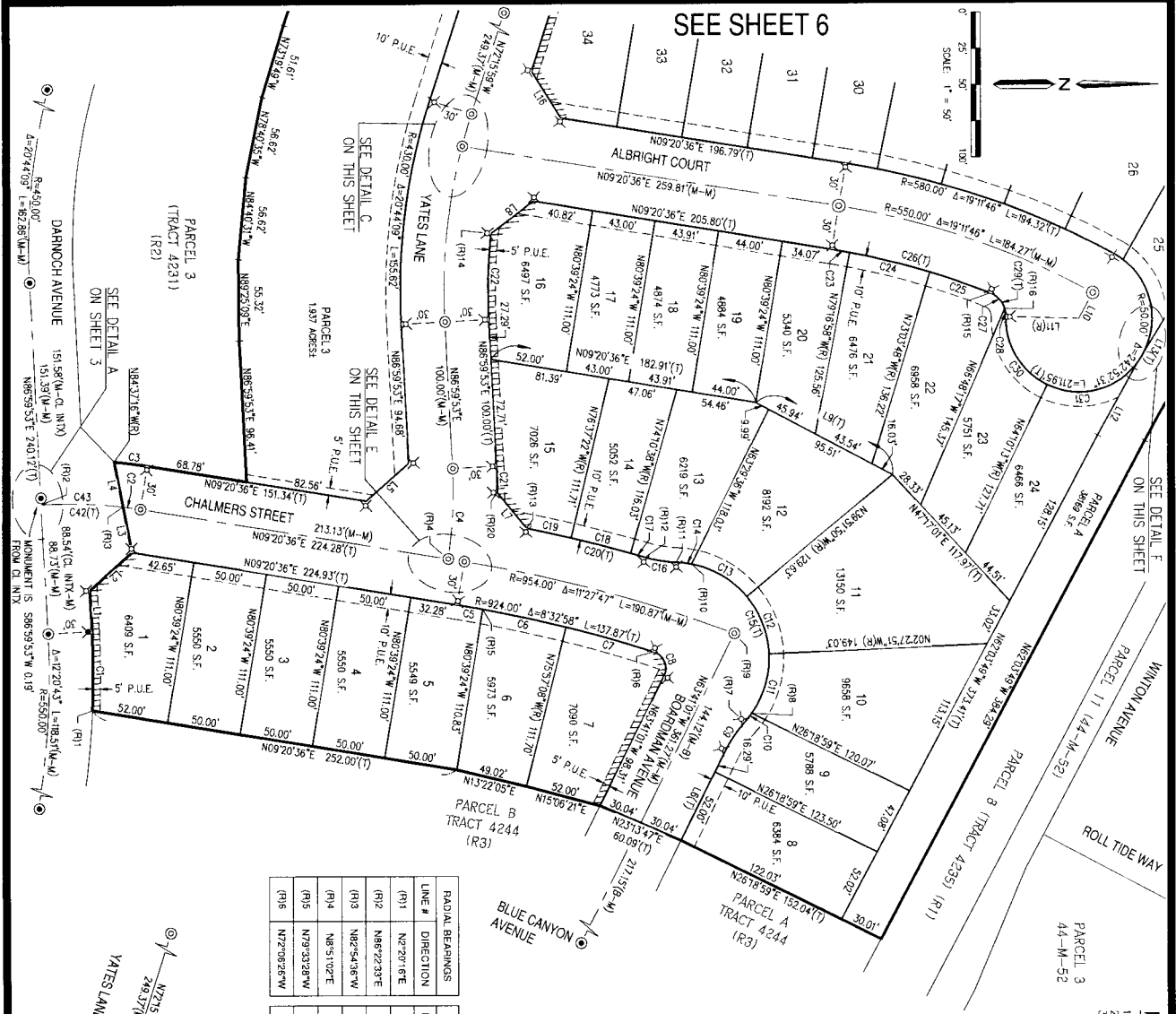
APRIL 2025

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

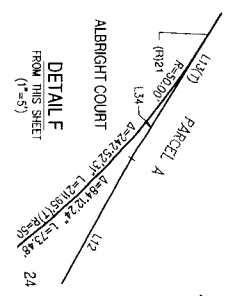


SEE SHEET 6



NOTES

1. SEE SHEET 3 FOR REFERENCES.
2. SEE SHEET 3 FOR BEARS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 FOR DIMENSIONAL NOTES.

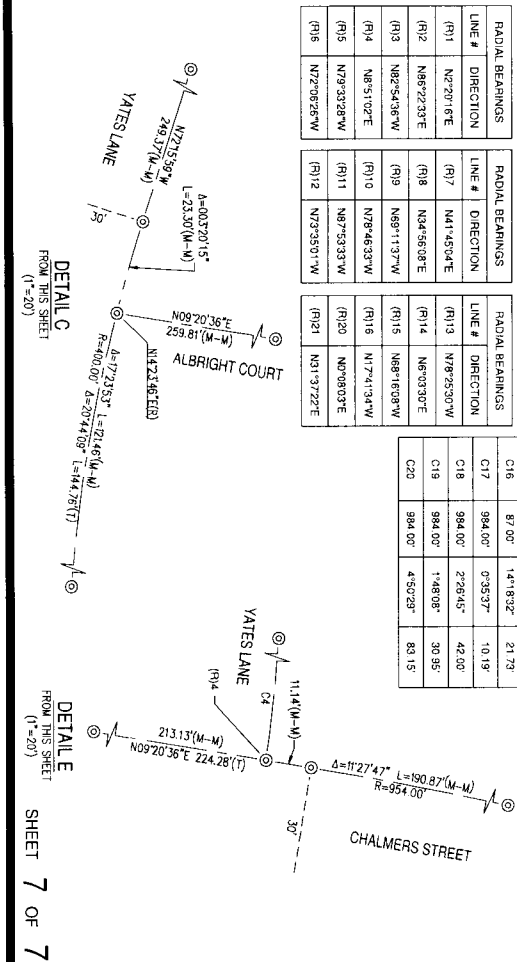


LINE AND CURVE TABLES FOR SHEET 7 ONLY

LINE #	DIRECTION	LENGTH
L1	N86°59'33"E	28.04'
L2	N41°49'46"W	38.85'
L3	N78°49'26"E	51.78'
L4	N78°49'26"E	31.44'
L5	N41°49'46"W	39.85'
L6	S83°41'01"E	68.29'
L7	N20°51'16"E	31.66'
L8	N27°39'54"E	105.50'
L9	N27°39'54"E	38.95'
L10	N61°27'29"W	20.00'
L11	N1°24'54"E	50.00'
L12	N61°15'53"W	52.00'
L13	N68°22'39"W	52.00'
L14	N68°22'39"W	37.85'
L15	N68°22'39"W	9.00'

CURVE #	RADIUS	DELTA	LENGTH
C1	580.00'	5°20'24"	54.05'
C2	300.00'	21°51'12"	11.80'
C3	330.00'	3°57'52"	22.83'
C4	300.00'	11°51'09"	62.06'
C5	924.00'	1°05'58"	177.22'
C6	924.00'	3°35'20"	58.15'
C7	924.00'	3°50'42"	62.01'
C8	12.00'	98°25'25"	23.44'
C9	87.00'	15°28'05"	20.41'
C10	65.50'	61°48'56"	7.79'
C11	65.50'	37°23'55"	42.75'
C12	65.50'	37°23'55"	42.75'
C13	65.50'	38°54'43"	44.48'
C14	65.50'	97°07'00"	10.42'
C15	65.50'	129°38'37"	148.21'
C16	87.00'	1°41'32"	21.73'
C17	984.00'	0°35'37"	10.19'
C18	984.00'	2°25'45"	42.00'
C19	984.00'	1°48'08"	30.85'
C20	984.00'	4°50'28"	83.15'

CURVE #	RADIUS	DELTA	LENGTH
C21	330.00'	3°08'10"	18.06'
C22	370.00'	9°33'37"	58.51'
C23	520.00'	1°22'26"	12.47'
C24	520.00'	6°13'09"	56.44'
C25	520.00'	4°47'40"	43.51'
C26	520.00'	12°23'16"	112.43'
C27	17.00'	50°04'55"	15.01'
C28	17.00'	19°06'27"	5.67'
C29	17.00'	69°41'02"	20.68'
C30	50.00'	65°35'07"	57.23'
C31	50.00'	84°12'24"	73.48'
C32	300.00'	12°38'03"	67.90'
C33	300.00'	10°42'51"	56.10'



TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LA HABRA, SAN JUAN COUNTY, CALIFORNIA
APRIL 2025

Westwood

1165 Seaside Drive, Suite A
Modesto, CA 95350
Westwood@ps.com
Phone (209) 571-1765
Westwood Professional Services, Inc.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

EXHIBIT "B"

TRACT 4271 VILLAGE 27 UNIT 1 AREA

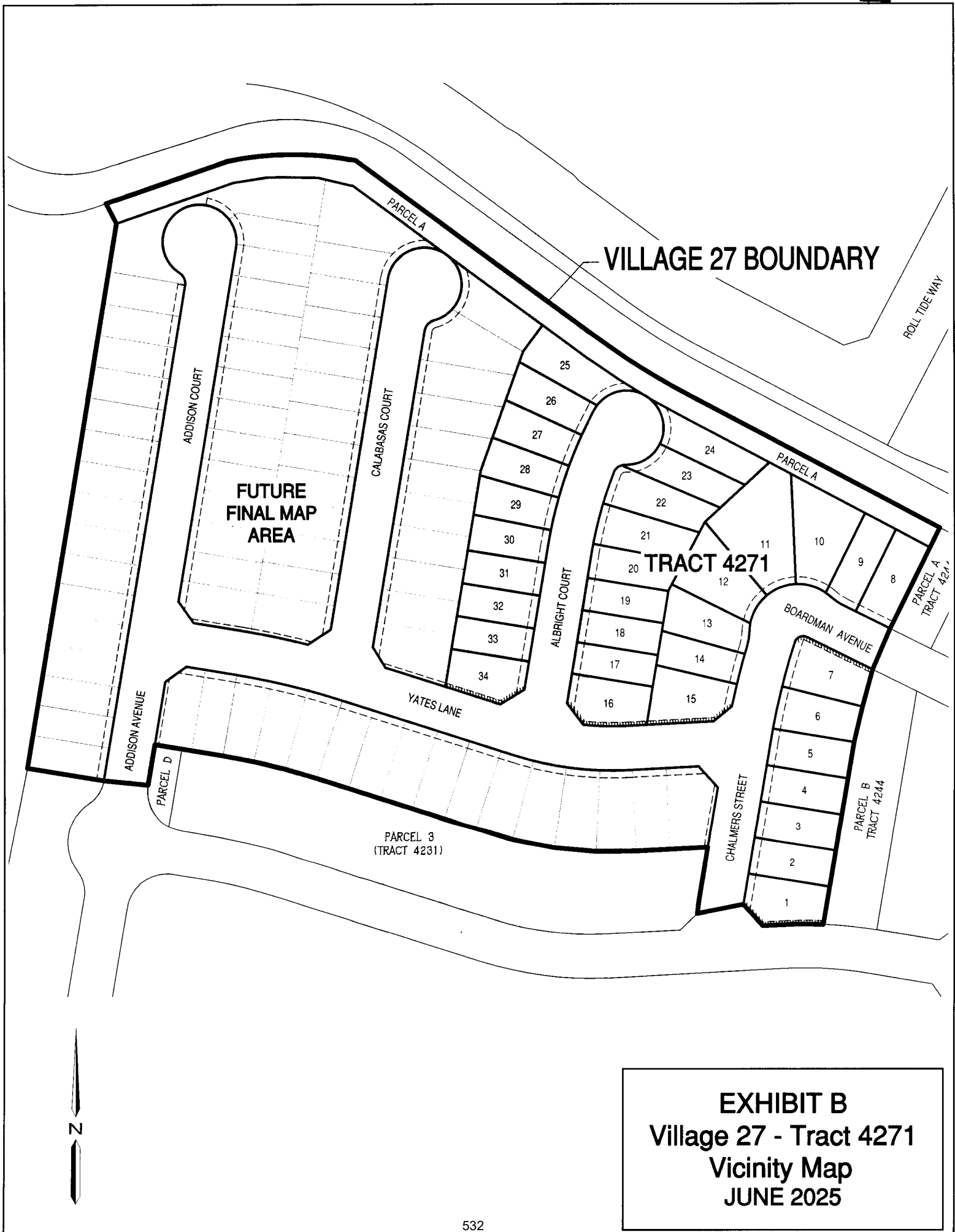


EXHIBIT B
Village 27 - Tract 4271
Vicinity Map
JUNE 2025

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



RIVEISL-01

LENGUISH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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 License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED River Islands Development Area 1, LLC 73 W. Stewart Rd. Lathrop, CA 95330	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Specialty Insurance Company		12537
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ATN2418343P	3/19/2024	3/19/2027	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N						PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tract 4271

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents. 30 days advanced written notice to Certificate Holder in the event of cancellation, except 10 days for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop
390 Towne Center 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

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:

City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis;
and
- (ii) would not seek contribution from any other insurance available to the additional insured.

or

- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN2418343P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

Number of Days Notice

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Development Area 1, LLC)
Tract 4271 Village 27 Unit 1

EXHIBIT “D”
WEST VILLAGE VILLAGE 27
UNFINISHED IMPROVEMENTS AND
FULL IMPROVEMENTS COST ESTIMATE


ENGINEERING
a Westwood companyENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2
VILLAGE 27May 30, 2025
Job No 25505-35

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	AC Patch Pave	1	EA	\$ 1,200.00	\$ 1,200.00
2	Weld Chains at DIs	24	EA	\$ 220.00	\$ 5,280.00
TOTAL COST TO COMPLETE \$					6,480.00

Notes:

Estimate for cost to complete based upon City punchlist for incomplete items.

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - PHASE 2
DEL WEBB AREA 7 (104 UNITS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 1, 2023
Job No.: 25504-86

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	199,000	SF	\$ 0.45	\$ 89,550.00
2	3.0" AC Paving	50,000	SF	\$ 1.50	\$ 75,000.00
3	4.5" AC Paving	59,700	SF	\$ 2.25	\$ 134,325.00
4	6" Aggregate Base	50,000	SF	\$ 0.90	\$ 45,000.00
5	8" Aggregate Base	59,700	SF	\$ 1.20	\$ 71,640.00
6	Vertical Curb and Gutter (with AB cushion)	1,560	LF	\$ 15.00	\$ 23,400.00
7	Rolled Curb and Gutter (with AB cushion)	4,650	LF	\$ 15.00	\$ 69,750.00
8	Concrete Sidewalk	32,300	SF	\$ 5.00	\$ 161,500.00
9	Driveway Approach	104	EA	\$ 600.00	\$ 62,400.00
10	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.00
11	Survey Monuments	12	EA	\$ 300.00	\$ 3,600.00
12	Traffic Striping & Signage	3,110	LF	\$ 5.00	\$ 15,550.00
13	Dewatering (budget)	3,110	LF	\$ 100.00	\$ 311,000.00
Subtotal Street Work					\$ 1,082,715.00
<u>STORM DRAIN</u>					
14	Catch Basins (type I inlet over type I manhole base)	21	EA	\$ 2,800.00	\$ 58,800.00
15	Catch Basins (type I inlet over type II manhole base)	3	EA	\$ 5,000.00	\$ 15,000.00
16	15" Storm Drain Pipe (polypropylene)	510	LF	\$ 18.00	\$ 9,180.00
17	18" Storm Drain Pipe (polypropylene)	710	LF	\$ 20.00	\$ 14,200.00
18	24" Storm Drain Pipe (polypropylene)	430	LF	\$ 31.00	\$ 13,330.00
19	30" Storm Drain Pipe (polypropylene)	250	LF	\$ 45.00	\$ 11,250.00
20	36" Storm Drain Pipe (polypropylene)	540	LF	\$ 60.00	\$ 32,400.00
21	Manholes (type I)	1	EA	\$ 3,000.00	\$ 3,000.00
22	Manholes (type II)	3	EA	\$ 5,000.00	\$ 15,000.00
23	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
Subtotal Storm Drain					\$ 175,560.00
<u>SANITARY SEWER</u>					
24	8" Sanitary Sewer Pipe (PVC)	3,050	LF	\$ 28.00	\$ 85,400.00
25	Manholes (type I)	11	EA	\$ 4,000.00	\$ 44,000.00
26	Sewer Service	104	EA	\$ 600.00	\$ 62,400.00
27	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
28	Sanitary Sewer Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Sanitary Sewer					\$ 195,800.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
29	8" Water Line (including all appurtenances) (PVC)	3,190	LF	\$ 32.00	\$ 102,090.91
30	Water Service	104	EA	\$ 2,000.00	\$ 208,000.00
31	2" Water Lateral	2	EA	\$ 2,000.00	\$ 4,000.00
32	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
33	Temporary Blow Off Valve	1	EA	\$ 1,000.00	\$ 1,000.00
34	8" Resilient Gate Valve	14	EA	\$ 1,550.00	\$ 21,700.00
35	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
36	Water Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Water Supply					\$ 377,790.91
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,832,000.00
COST PER LOT					\$ 24,000.00

Notes:

- 1) This estimate does not include surveying, engineering, landscaping, dry utilities, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

June 9, 2025

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4271; Escrow No. 1214023758

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development Area 1, LLC, a Delaware limited liability company ("**RIDA1**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIDA1 as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by July 31, 2025, at the time designated in writing by RIDA1, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by December 30, 2025, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and RIDA1 for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4271, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities) Annexation No. 16 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIDA1).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIDA1).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental) (provided to title by RIDA1).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the **“Recordation Documents.”** The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to Improvement Area No. 2 of the River Islands Public Financing Authority Community Facilities District No. 2023-2 (Public Facilities Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1, 2023-2 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIDA1, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIDA1 and City (**“Settlement Statement”**): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIDA1.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$39,703.25**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended **“Sierra Club Agreement”**), constituting the amount of **\$3,875.00** multiplied by **10.246** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the **“Closing Funds.”**

D. Closing Requirements

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

(dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us, and have confirmation (by telephone or email) from Susan Dell'Osso and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

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

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

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

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

E.4. Refund any funds delivered to you by RIDA1 that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development Area 1, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Brad Taylor (btaylor@ci.lathrop.ca.us), Stephanie Rosillo-Silva (srosillo@ci.lathrop.ca.us), Monica Garcia (mgarcia@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development Area 1, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Brad Taylor, City Engineer, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and
- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

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

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

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

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Development Area 1, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIDA1 and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIDA1 and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____

Its: _____

Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

SIXTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)
Annexation No. 16

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on June 28, 2023 as Document No. 2023-050810 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Sixteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on April 19, 2023, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 55 (Document No. 2023-030264), in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the

Rate and Method of Apportionment of Special Tax attached as Exhibit B to the Notice of Special Tax Lien, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Sixteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7320.

Dated: _____, 2025.

By: _____
Teresa Vargas, City Clerk,
City of Lathrop

EXHIBIT A

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 16
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 16 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS DEVELOPMENT AREA 1, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-610-56

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 16

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt		\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$432.29 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$349.02 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$320.21 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$272.18 per SFD Lot	\$119.97 per SFD Lot
Single Family Detached Property	Not Applicable	\$252.96 per SFD Lot	\$0.00 per Unit
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Detached Property		\$0.00 per Unit	\$0.00 per Unit
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property		\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2023-1
(River Islands Public Services and Facilities #2)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Development Area 1, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)" (the "CFD"), and it states as follows:

1. **Property Owner.** This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. **Approval of Annexation.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. **Approval of Special Tax and the Facilities and Services.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. **Approval of the Appropriations Limit.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on June 28, 2023, as Document No. 2023-050810 in the Office of the County Recorder of the County of San Joaquin. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 213-610-56

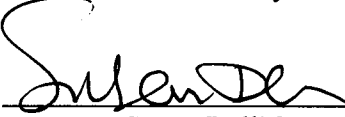
Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS DEVELOPMENT
AREA 1, LLC
a Delaware limited liability company

By: 
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Development Area 1, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

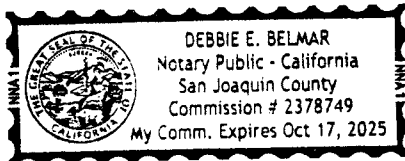
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Joaquin)

On May 9, 2025, before me, Debbie E. Belmar, a Notary Public, personally appeared Susan Dell'Osso, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Debbie E. Belmar
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

☐ Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

☐ Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

EXHIBIT A

CITY OF LATHROP Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2)

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

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 River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (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.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

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.

EXHIBIT B

CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2023-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2023-1 (River Islands Public Services and Facilities #2).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, 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-San Jose 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 2022 to April 2023.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq)

that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means, for the Services Special Tax, that the ratio of the actual Services Special Tax levied in any Fiscal Year to the Maximum Services Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property. For the Facilities Special Tax, “Proportionately” means that the ratio of the actual Facilities Special Tax levied in any Fiscal Year to the Maximum Facilities Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. *All of the property within the CFD at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established

when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this RMA.

"Trigger Event" will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined for each Tax Zone pursuant to Section C shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. *Services Special Tax, Tax Zone 1*

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event. A different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 1
MAXIMUM SERVICES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$432.29 per SFD Lot	\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$349.02 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$320.21 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$272.18 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$252.96 per SFD Lot	\$119.97 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.**

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

**TABLE 2
MAXIMUM FACILITIES SPECIAL TAX
TAX ZONE 1**

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$227.27 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2023 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Taxes for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

4. *Reduction of the Maximum Special Taxes*

If, in any Fiscal Year, the City determines pursuant to the Fiscal Review Process that the Maximum Special Taxes within one or more Tax Zones should be reduced, the Maximum Special Taxes within the Tax Zones may be reduced without a vote of the qualified CFD electors. An Amended Notice of Special Tax Lien reflecting the reduced Maximum Special Taxes shall be recorded against the Parcels within such Tax Zones.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rates, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES #2)
ANNEXATION NO. 16

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt		\$205.02 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$432.29 per SFD Lot	\$165.53 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$349.02 per SFD Lot	\$151.87 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$320.21 per SFD Lot	\$129.09 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$272.18 per SFD Lot	\$119.97 per SFD Lot
Single Family Detached Property	Not Applicable	\$252.96 per SFD Lot	\$0.00 per Unit
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2022-23)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2022-23)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less Than 4,000 SqFt Not Applicable Not Applicable		\$227.27 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$183.49 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$168.34 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$143.09 per SFD Lot
Single Family Detached Property		\$0.00 per SFD Lot	\$132.99 per SFD Lot
Single Family Detached Property		\$0.00 per Unit	\$0.00 per Unit
Single Family Attached Property		\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property			
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2023, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

TRACT 4271
RIVER ISLANDS - PHASE 2

Westwood

Phone (209) 571-1765 1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodps.com
Westwood Professional Services, Inc.

Year	1950 Projection (%)	1980 Projection (%)
1950	4.0	4.0
1960	5.0	5.0
1970	6.0	6.0
1980	7.0	7.0
1990	8.0	9.0
2000	9.0	11.0
2010	10.0	13.0
2020	11.0	15.0
2030	12.0	17.0
2040	13.0	19.0
2050	14.0	20.0

OWNER INTENDS TO SUBDUCE THE LAND SHOWN ON THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER INTERESTS TO WHICH THE SUBJECT LAND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS SHOWN. SUCH WATER RIGHTS SHALL BE PERMANENT, OPENING, UTILITARY, PERCOLATING, PREScriptive, ADJUDICATED, STATUTORY OR CONTRACTUAL. OWNER DOES NOT INTEND BY THE RECOGNITION OF THIS MAP TO SUFFER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

NAME: SUSAN DELL'OSSO DATE: _____

CITY CLERK AND CLERK OF THE CITY COUNCIL
OF CALIFORNIA

DATED THIS _____ DAY OF _____, 2025.
BY: _____
NAME: _____
ITS: _____

ON _____, 2025 B

ON _____, 2025 BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED,

A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HY DECIDED THE SAME IN HIS/HER/THEIR OWN FREE AND VOLUNTARY MINDS, WITHOUT COERCION, UNLAWFUL INFLUENCE, FRAUD, OR ANY OTHER ILLEGAL FACTORS, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), _____ OR THE ENTITY UNDER BEHALF OF WHICH THE PERSON(S) ACTED, DECEALED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Phone (209) 571-1765 1165 Scenic Drive, Suite A
Modesto, CA 95350
westwoodps.com
Westwood Professional Services, Inc.

Year	1950 Projection (%)	1980 Projection (%)
1950	4.0	4.0
1960	5.0	5.0
1970	6.0	6.0
1980	7.0	7.0
1990	8.0	9.0
2000	9.0	11.0
2010	10.0	13.0
2020	11.0	15.0
2030	12.0	17.0
2040	13.0	19.0
2050	14.0	20.0

1. TERESA WARGO, CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN SUBMITTED MAP UNLIMITED TRAIL #221 (HARVARD TRAIL) IS A PUBLIC UTILITY RIGHT-OF-WAY, AS PROVIDED BY LAW, AT A MEETING THEREOF, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, HELD ON THE _____ DAY OF _____, 2025, AND THAT SAID CITY COUNCIL, DID, BY RESOLUTION NO. _____, ADOPTED AND PASSED AND ADOPTED AT SAID CITY COUNCIL MEETING, APPROVE AND AUTHORIZED ITS REGISTRATION OF THIS MAP, AS PROVIDED BY LAW, FOR LATHROP, FOR PUBLIC USE. THE REINSTATEMENT OF ACCESS RIGHTS TO LOTS 1, 3, 5, 15, 16 AND 34 OF THE LATHROP PUBLIC USE, THE REINSTATEMENT OF ACCESS RIGHTS TO LOTS 1, 3, 5, 15, 16 AND 34 OF THE LATHROP PUBLIC USE, THE REINSTATEMENT OF ACCESS RIGHTS TO LOTS 1, 3, 5, 15, 16 AND 34 OF THE LATHROP PUBLIC USE, THE DEDICATION OF GROUND WATER RIGHTS, AND ACCEPTED THE ORDER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, AND ACCEPTED THE ORDER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AS SHOWN ON SAID MAP, MAY BE SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.6 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

LAHRUP, CALIFORNIA, AND THAT THE SUBDIVISION ON THE VESTING TENTATIVE MAP NO. 6716, AND

ON _____, 2025 BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED _____

A NOTARY PUBLIC, PERSONALLY APPEARED, _____ WHO PROVIDED
TO ME ON THE BASIS OF PERSONAL EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED
TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HAD EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HIS SIGNATURE(S) ON THE INSTRUMENT,
THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

[illegible]

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TESTING TENTATIVE MAP NO. 6716 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4908.

DATED THIS _____ DAY OF _____, 2025

RICARDO CAGUIAT, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

100

1. I, RAND R. JOHNSON, STATE THAT I AM THE ENGINEER OF THE CITY OF LAHORE, CALIFORNIA, AND I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4271, RENO-SANDS-PHASE 2, WILSON 2D UNIT 1," CITY OF LAHORE, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE EXISTING TENTATIVE MAP NO. 6718, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMELES WITH ALL PROVISIONS OF CHAPTER 1 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LAHORE, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF EXISTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2025

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



100

FILED THIS _____ DAY OF _____, 2025, AT _____ M.
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE: \$ _____

BY: _____
ASSISTANT/DEPUTY RECORDER

STEVE BISTOLARDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Phone (209) 671-1765

Phone (209) 671-1765 **1165 Scenic Drive, Suite A**

Westwood Professional Services, Inc.

Services, Inc.

SIGNATURE OMISSIONS

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LIVING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-07046177, S.J.C.R. PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FILING PARTIES HAVE BEEN OMITTED.

LINE AND CURVE TABLES FOR SHEET 3 ONLY

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	580.00	5.20 ² 4 ²	54.05 ¹
C2	330.00	3.75 ² 2 ²	22.83 ¹
C3	750.00	8.23 ² 2 ²	109.83 ¹
C4	450.00	20.74 ² 0 ² 9 ²	162.86 ¹
C5	550.00	12.20 ² 4 ² 3 ²	118.51 ¹
C7	300.00	1.50 ² 5 ² 10 ²	78.99 ¹
C8	300.00	10.42 ² 5 ² 1 ²	56.10 ¹

LINE			DIRECTION	LENGTH
L18	M8039.24°W	170.50		
L17	M8039.24°W	105.00		
L16	M8039.16°W	60.11		
L15	M8029.56°W	56.00		
L14	M8029.56°W	52.00		
L13	M8038.31°W	43.00		
L12	M7959.23°W	43.00		
L11	M7811.32°W	44.00		
L10	M7729.49°W	44.00		
L9	M7519.49°W	51.61		
L8	M7450.35°W	56.62		
L7	M8440.31°W	56.62		
L6	M8025.09°E	55.32		
L5	M8359.53°E	96.41		
L4	M7201.36°E	69.78		
L3	M7494.76°E	63.22		
L2	M8459.46°W	39.85		
L1	M8639.53°E	28.04		

RADIAL BEARINGS	
LINE #	DIRECTION
R1	N11°34'00"W
R2	N11°27'23"E
R3	N2°20'16"E
R4	N82°54'31"W
R5	N84°37'16"W
R6	N86°22'31"E
R7	N65°34'14"W

TRACT 4271 **RIVER ISLANDS - PHASE 2** **VILLAGE 27 UNIT 1**

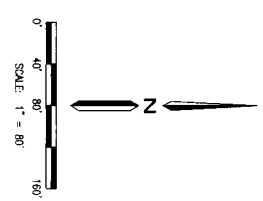
A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF
 PARCEL 1 OF TRACT 4235 (44 MAP 124),
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

Westwood

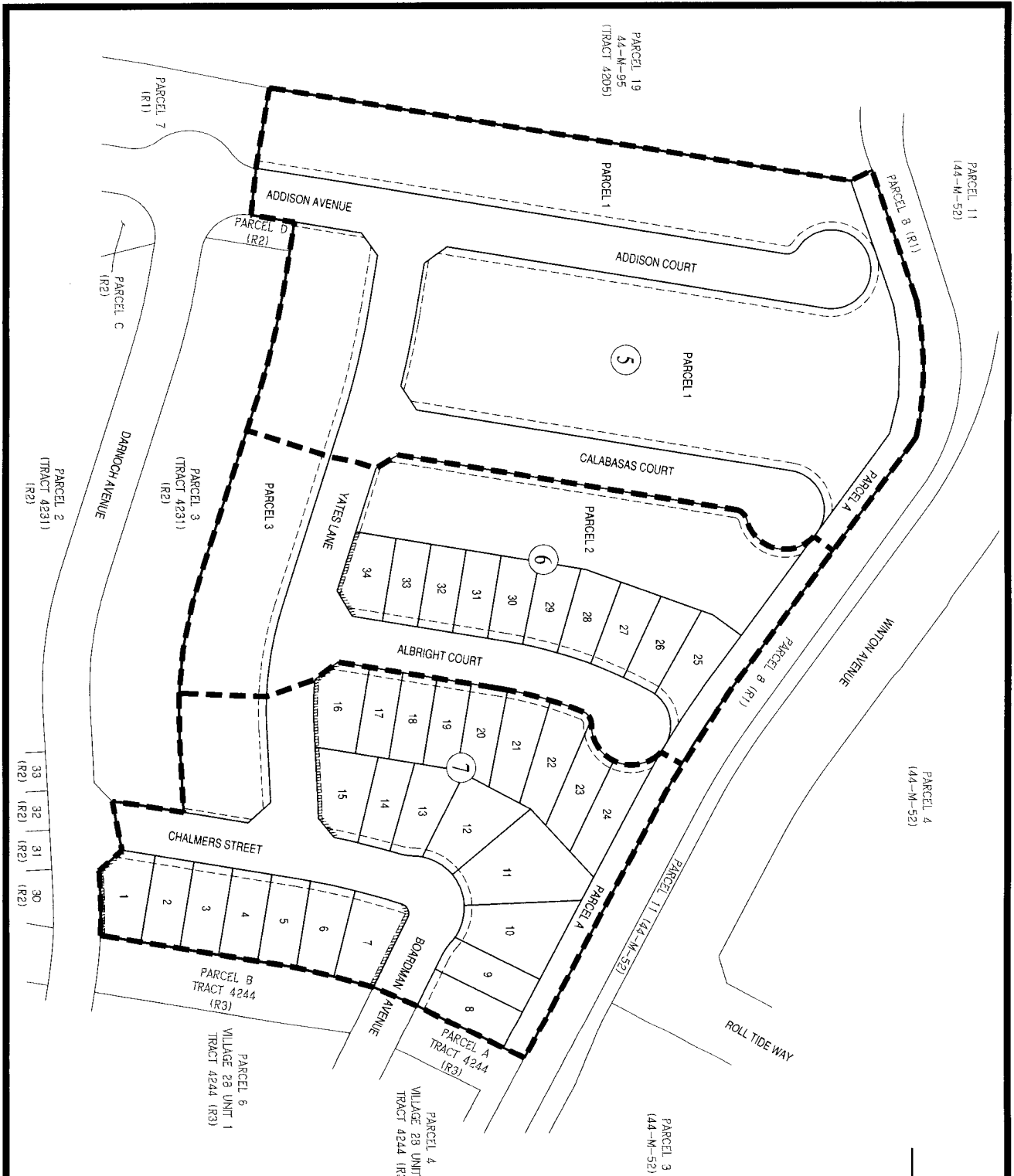
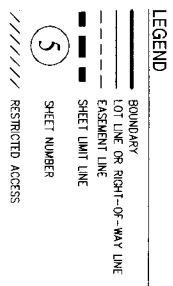
Phone (209) 571-1765 1166 Scenic Drive, Suite A
 Modesto, CA 95350
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SHEET INDEX

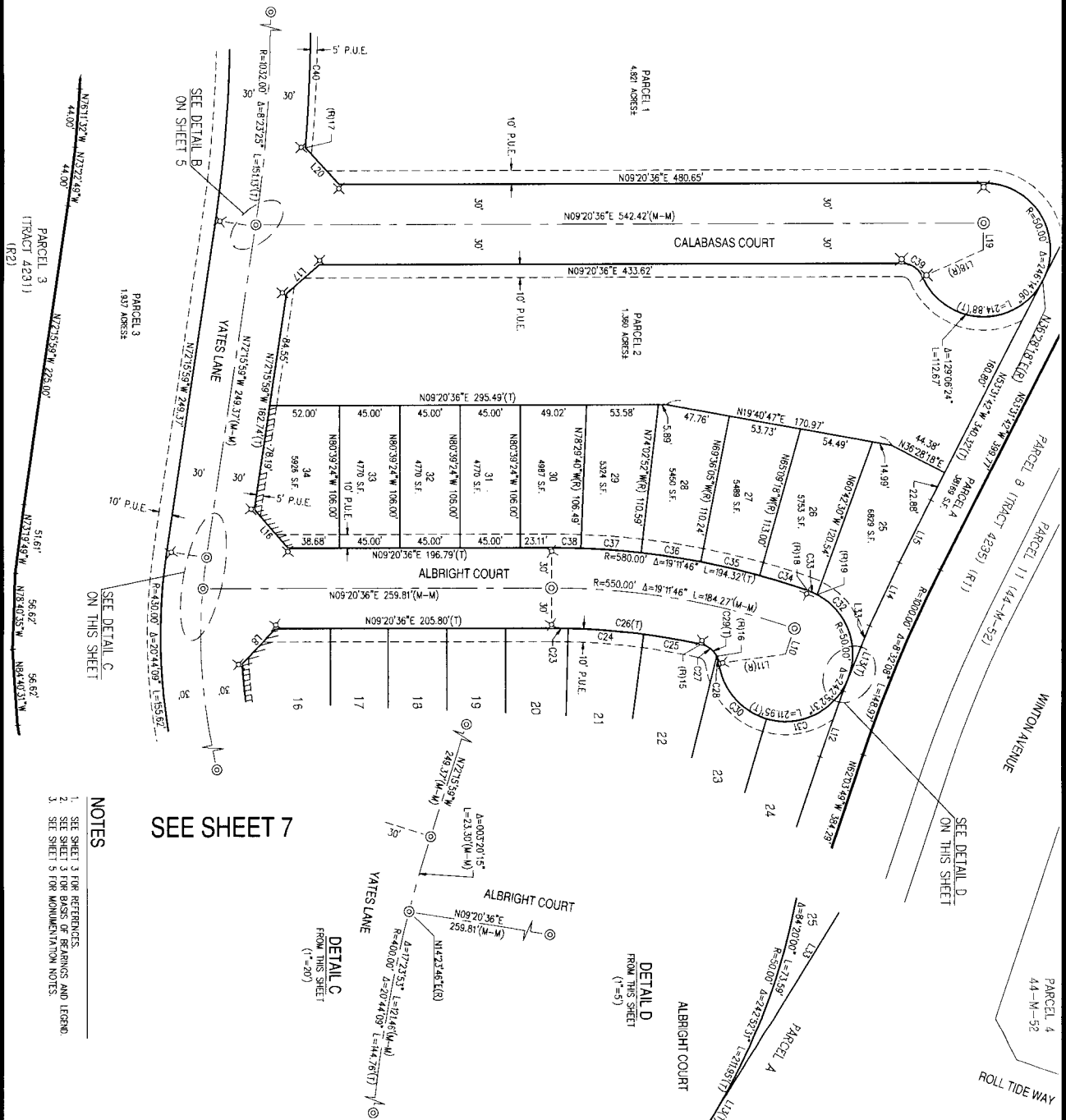


NOTES

1. SEE SHEET 3 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 5 FOR MONUMENTATION NOTES.



SEE SHEET 5

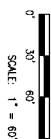


SEE SHEET 7

- NOTES**
1. SEE SHEET 3 FOR REFERENCES.
 2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
 3. SEE SHEET 5 FOR MONUMENTATION NOTES.

LINE TABLE				CURVE TABLE			
LINE #	DIRECTION	LENGTH		CURVE #	RADIUS	DELTA	LENGTH
L8	N87°17'57"W	36.35'		C23	520.00'	1°22'26"	12.47'
L10	N81°27'39"W	20.00'		C24	520.00'	6°13'09"	56.44'
L11	N1°24'54"E	50.00'		C25	520.00'	4°47'40"	40.51'
L12	N81°11'55"W	52.00'		C26	520.00'	12°23'16"	112.43'
L13	N82°22'39"W	52.00'		C27	17.00'	50°34'35"	15.01'
L14	N55°28'54"W	52.00'		C28	17.00'	19°08'27"	5.67'
L15	N53°34'21"W	52.00'		C29	17.00'	68°41'02"	20.86'
L16	N58°32'19"E	37.85'		C30	50.00'	65°35'07"	57.23'
L17	N81°27'41"W	32.87'		C31	50.00'	84°12'24"	73.48'
L18	N14°25'18"W	50.00'		C32	50.00'	84°22'00"	73.59'
L19	N80°39'24"W	20.00'		C33	50.00'	8°44'58"	7.64'
L20	N55°50'06"E	36.86'		C34	580.00'	3°14'40"	37.40'
L33	N58°22'39"W	43.00'		C35	580.00'	4°28'47"	45.01'
				C36	580.00'	4°28'47"	45.01'
				C37	580.00'	4°28'47"	45.01'
				C38	580.00'	2°09'44"	21.89'
				C39	17.00'	68°14'06"	19.65'
				C40	1062.00'	4°58'59"	92.37'

LINE AND CURVE TABLES FOR SHEET 6 ONLY



TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1

APRIL 2025

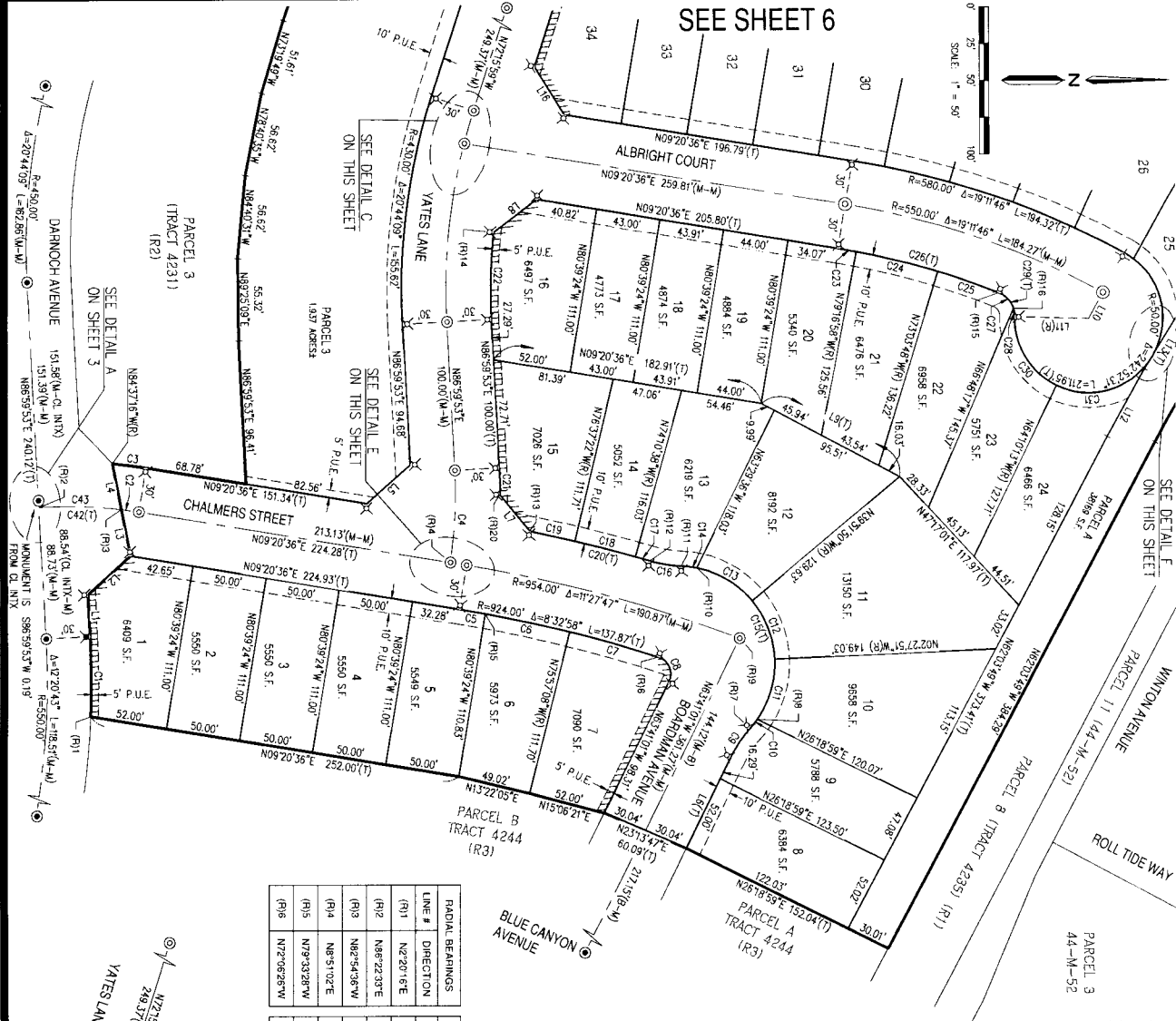
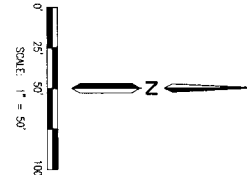
A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4235 (44 MAP 124), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Westwood

Phone (209) 571-1765 1165 Scenic Drive, Suite A Modesto, CA 95350 westwoodps.com

Westwood Professional Services, Inc.

SEE SHEET 6



NOTES

1. SEE SHEET 1 FOR REFERENCES.
2. SEE SHEET 2 FOR BEARINGS AND LEGEND.
3. SEE SHEET 3 FOR DIMENSIONAL NOTES.

**TRACT 4271
RIVER ISLANDS - PHASE 2
VILLAGE 27 UNIT 1**

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF
PARCEL 1 OF TRACT 4235 (44 MAP 124),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL 2025

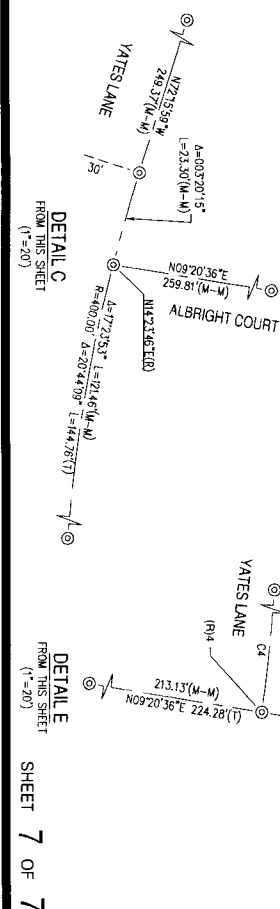
Westwood

ALBRIGHT COURT
DETAIL E
FROM THIS SHEET
(1"=5')

LINE AND CURVE TABLES FOR SHEET 7 ONLY

LINE TABLE				CURVE TABLE			
LINE #	DIRECTION	LENGTH		CURVE #	RADIUS	DELTA	LENGTH
L1	N86°59'53"E	28.94		C1	580.00'	5°20'24"	54.05'
L2	N41°48'46"W	38.95		C2	300.00'	2°15'12"	11.80'
L3	N78°49'28"E	31.78		C3	330.00'	3°57'32"	22.82'
L4	N78°49'28"E	31.44		C4	300.00'	1°15'09"	82.08'
L5	N41°48'46"W	38.95		C5	924.00'	1°05'56"	11.72'
L6	S63°41'01"E	88.29		C6	924.00'	3°56'20"	58.15'
L7	N50°51'18"E	31.66		C7	924.00'	3°50'42"	82.01'
L8	N27°17'27"W	36.35		C8	12.00'	98°23'25"	20.61'
L9	N27°18'34"E	105.50		C9	87.00'	15°28'05"	23.44'
L10	N61°27'38"W	20.00		C10	65.50'	6°46'56"	7.79'
L11	N1°24'54"E	50.00		C11	65.50'	3°23'59"	42.76'
L12	N61°11'55"W	52.00		C12	65.50'	3°23'59"	42.76'
L13	N68°22'39"W	52.00		C13	65.50'	38°54'43"	44.48'
L14	N58°32'19"E	37.85		C14	65.50'	9°07'00"	10.42'
L15	N68°22'39"W	9.00		C15	65.50'	129°38'37"	148.21'
				C16	87.00'	14°18'32"	21.73'
				C17	984.00'	0°53'37"	10.19'
				C18	984.00'	2°26'45"	42.00'
				C19	984.00'	1°48'08"	30.95'
				C20	984.00'	4°50'29"	83.15'

RADIAL BEARINGS		RADIAL BEARINGS		RADIAL BEARINGS	
LINE #	DIRECTION	LINE #	DIRECTION	LINE #	DIRECTION
(R1)	N2°20'16"E	(R7)	N41°45'04"E	(R13)	N78°25'30"W
(R2)	N86°22'39"E	(R8)	N44°56'08"E	(R14)	N6°03'30"E
(R3)	N86°59'53"E	(R9)	N69°11'37"W	(R15)	N68°16'08"W
(R4)	N85°10'2"E	(R10)	N78°46'33"W	(R16)	N1°74'13"W
(R5)	N73°33'28"W	(R11)	N8°75'33"W	(R17)	N0°06'03"E
(R6)	N72°06'28"W	(R12)	N73°33'01"W	(R18)	N01°37'22"E



ITEM 4.22

CITY MANAGER'S REPORT JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC**

RECOMMENDATION: **Adopt Resolution to Accept Phase 2 Sewer Lift Station B1 located on Callerton Avenue Associated with the Subdivision Improvement Agreement for Tract 4155 from River Islands Development Area 1, LLC**

SUMMARY:

River Islands Development Area 1, LLC (River Islands), have completed the construction of the Phase 2 Sewer Lift Station B1 as required by the Subdivision Improvement Agreement (SIA) for Tract 4155.

Staff has inspected the improvements listed in Attachment "C," and the City Engineer has deemed the work complete and in compliance with the approved plans and specifications. River Islands has provided a one-year warranty bond equal to 10% of the estimated construction costs, along with lien releases for the improvement proposed for acceptance. A vicinity map of the improvement is included as Attachment "B".

Staff recommends City Council accept the Phase 2 Sewer Lift Station B1 associated with the SIA for Tract 4155 listed in Attachment "C" by Resolution, included as Attachment "A".

BACKGROUND:

On June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716. On November 14, 2022, City Council approved Tract 4149 West Village Large Lot Final Map (LLFM) to create 34 undevelopable parcels. On December 20, 2023, the City of Lathrop Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards.

On September 11, 2023, City Council approved Final Map (FM) Tract 4155, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a SIA with River Islands. Pursuant to the SIA for Tract 4155, River Islands is required to install public improvements to convey wastewater from the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods) to the City's Combined Treatment Facility (CTF).

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE
ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC**

Staff has inspected the improvements listed in Attachment "C," and the City Engineer has deemed them complete and in compliance with the approved plans and specifications.

River Islands has submitted a one-year warranty bond equal to 10% of the estimated construction costs, along with lien releases for the improvements proposed for acceptance. Upon acceptance, the performance bond and labor & material bond will be released and replaced with the warranty bond. The bonds associated with the improvements proposed for acceptance are detailed in Table 1 below.

Table 1 – Bond Details

Performance Bond Number/Value	Labor and Material Bond/Value	Warranty Bond Number/Value
0799688 / \$2,074,474	0799688 / \$1,037,237	0799688-M / \$348,432.60

REASON FOR RECOMMENDATION:

Staff has inspected the improvements listed in the attached GASB 34 Report and has confirmed that they have been completed in accordance with City specifications and deemed complete by the City Engineer.

River Islands has provided unconditional lien releases and a one-year maintenance bond for the completed improvements. Staff recommend that the City Council accept the public improvements listed in Attachment "C."

FISCAL IMPACT:

The City's maintenance costs for the Phase 2 Sewer Lift Station B1 are included in the operating budget for the CTF.

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with the effective date of this acceptance, due to defective materials or workmanship in connection with the completed improvements.

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE
ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC**

ATTACHMENTS:

- A. Resolution to Accept Phase 2 Sewer Lift Station B1 Located on Callerton Avenue Associated with the Subdivision Improvement Agreement for Tract 4155 from River Islands Development Area 1, LLC
- B. Vicinity Map
- C. GASB 34 Reports – Phase 2 Sewer Lift Station B1

CITY MANAGER'S REPORT

PAGE 4

JUNE 09, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE
ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR
TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC**

APPROVALS:




Veronica Albarran
Junior Engineer

06/02/2025
Date



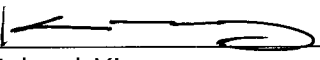
Brad Taylor
City Engineer

6/2/2025
Date



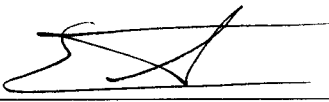
Thomas Hedegard
Deputy City Manager

6/2/2025
Date



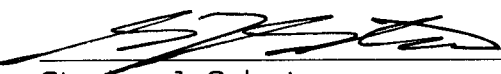
Michael King
Assistant City Manager

6.2.2025
Date



Salvador Navarrete
City Attorney

6.2.2025
Date



Stephen J. Salvatore
City Manager

6.3.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PHASE 2 SEWER LIFT STATION B1 LOCATED ON CALLERTON AVENUE ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4155 FROM RIVER ISLANDS DEVELOPMENT AREA 1, LLC

WHEREAS, on June 14, 2021, the City Council adopted resolutions and ordinances approving the River Islands modified Phase 2 Project and Vesting Tentative Subdivision Map (VTM) 6716; and

WHEREAS, on November 14, 2022, City Council approved Tract 4149 West Village Large Lot Final Map (LLFM) to create 34 undevelopable parcels; and

WHEREAS, on December 20, 2023, the City of Lathrop Planning Commission approved the West Village Age Restricted Neighborhood Development Plan and Architectural Design Guidelines and Development Standards; and

WHEREAS, on September 11, 2023, City Council approved Final Map (FM) Tract 4155, City of Lathrop Community Facilities District (CFD) 2023-1 Annexation, and a Subdivision Improvement Agreement (SIA) with River Islands Development Area 1, LLC (River Islands); and

WHEREAS, pursuant to the SIA for Tract 4155, River Islands is required to install public improvements to convey wastewater from the West Village, Lake Harbor, and Paradise Cut Village Center Neighborhoods of River Islands Phase 2 (Neighborhoods) to the City's Combined Treatment Facility (CTF). The sewer lift station associated with this acceptance was completed and listed in Attachment "C" of the City Manager's Report that accompanied this Resolution; and

WHEREAS, River Islands has submitted a one-year warranty bond equal to 10% of the estimated construction costs, along with lien releases for the improvements proposed for acceptance. Upon acceptance, the performance bond and labor & material bond will be released and replaced with the warranty bond. The bonds associated with the improvements proposed for acceptance are detailed in Table 1 below.

Table 1 – Bond Details

Performance Bond Number/Value	Labor and Material Bond/Value	Warranty Bond Number/Value
0799688 / \$2,074,474	0799688 / \$1,037,237	0799688-M / \$348,432.60

; and

WHEREAS, the City's maintenance costs for the Phase 2 Sewer Lift Station B1 are included in the operating budget for the CTF. The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with the effective date of this acceptance, due to defective materials or workmanship in connection with the completed improvements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the Phase 2 Sewer Lift Station B1 located on Callerton Avenue associated with the Subdivision Improvements Agreement for Tract 4155 from River Islands Development Area 1, LLC.

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

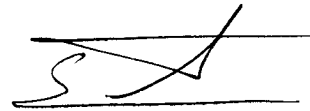
ABSENT:

Paul Akinjo, Mayor

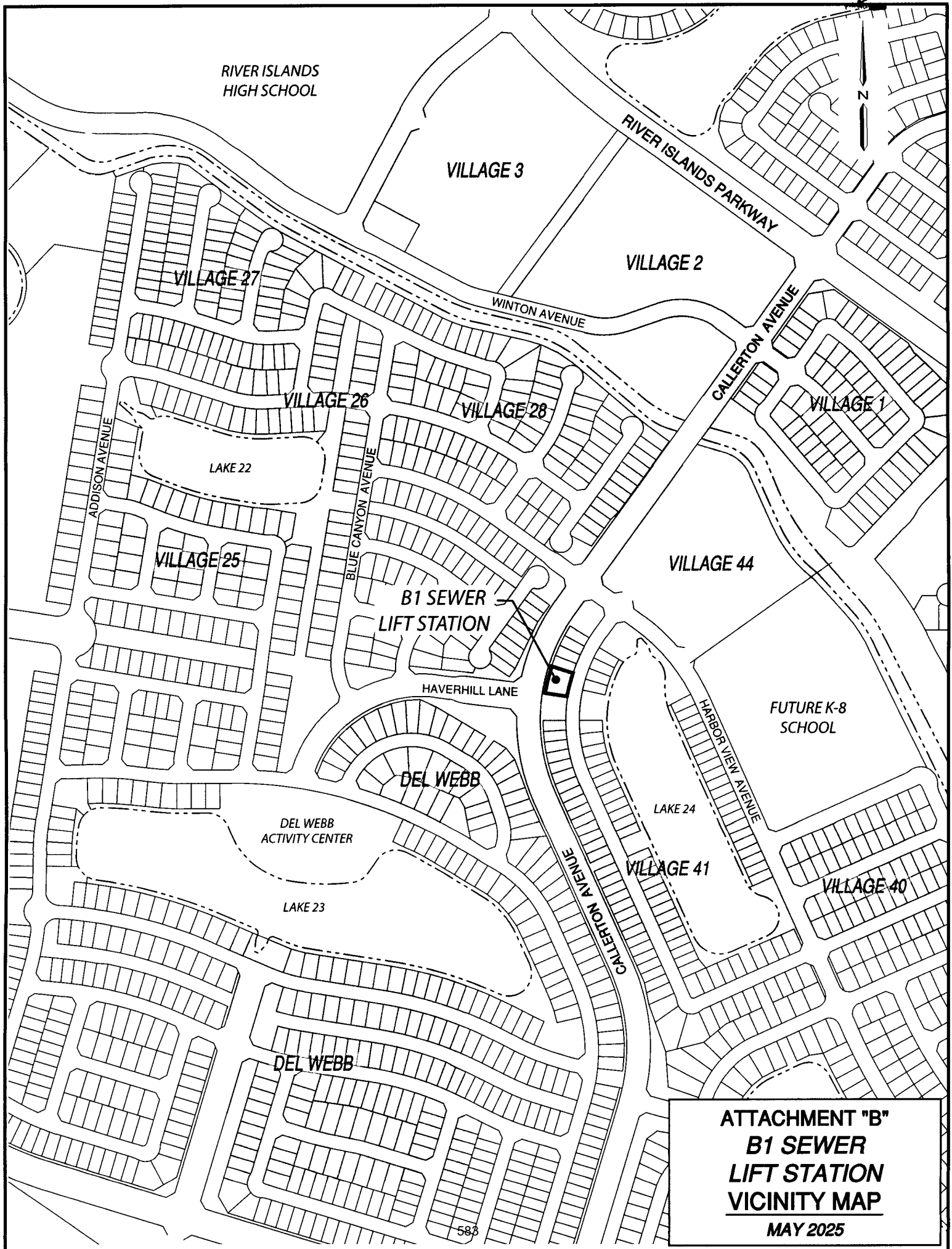
ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be 'S Navarrete', is written over a horizontal line.

Salvador Navarrete
City Attorney



ATTACHMENT "B"
B1 SEWER
LIFT STATION
VICINITY MAP

MAY 2025

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Project Name: River Islands 1B Sewer Lift Station

Submitted by: KPFF

Date:

9/24/2021

ABOVE GROUND CONTRACT

I. CIVIL WORKS

Item #	Item	Estimated Quantity	Unit	Unit Price	Total
CW-1	Mobilization/Demob	1	LS	\$ 50,000	\$ 50,000
CW-2	Erosion Control Measures	1	LS	\$ 10,000	\$ 10,000
CW-3	Shoring	1	LS	\$ 115,000	\$ 115,000
CW-4	Export Material	450	CY	\$ 15	\$ 6,750
CW-5	Trench Backfill Material	200	CY	\$ 35	\$ 7,000
CW-6	Trenching and Excavation	1000	CY	\$ 10	\$ 10,000
CW-7	4" PVC Valve Vault Sewer Drain	10	LF	\$ 20	\$ 200
CW-8	6" PVC C900 Gravity Sewer	15	LF	\$ 40	\$ 600
CW-9	10" PVC C900-DR18 Gravity Sewer	70	LF	\$ 60	\$ 4,200
CW-10	15" PVC C900 Storm Drain	60	LF	\$ 125	\$ 7,500
CW-11	30" PVC C900-DR18 Gravity Sewer	60	LF	\$ 260	\$ 15,600
CW-12	12" VCP Gravity Sewer	10	LF	\$ 80	\$ 800
CW-13	18" VCP Gravity Sewer	80	LF	\$ 125	\$ 10,000
CW-14	4" PVC C900 Sewer FM	120	LF	\$ 45	\$ 5,400
CW-15	8" PVC C900 Sewer FM	20	LF	\$ 65	\$ 1,300
CW-16	10" PVC C900 Sewer FM	120	LF	\$ 80	\$ 9,600
CW-17	4" DI Sewer FM	23	LF	\$ 100	\$ 2,300
CW-18	8" DI Sewer FM	14	LF	\$ 110	\$ 1,540
CW-19	10" DI Sewer FM	8	LF	\$ 120	\$ 960
CW-20	60" Polymer Sewer Manhole	3	EA	\$ 18,000	\$ 54,000
CW-21	Polymerous Sewer Wet Well	1	EA	\$ 415,000	\$ 415,000
CW-22	96"x60" Access Hatches for Wet Well	2	EA	\$ 25,000	\$ 50,000
CW-23	Polymorous Valve Vault	1	EA	\$ 200,000	\$ 200,000
CW-24	36"x36" Access Hatches for Wet Well	2	EA	\$ 15,000	\$ 30,000
CW-25	Sewer cleanouts	1	EA	\$ 1,500	\$ 1,500
CW-26	36" x 36" Catch Basin	2	EA	\$ 3,500	\$ 7,000
CW-27	Survey and Staking	1	LS	\$ 8,200	\$ 8,200
CW-28	Grading (Rough, Fine, and Compaction)	9440	SF	\$ 1	\$ 9,440
CW-29	Bollards	6	EA	\$ 585	\$ 3,510
CW-30	Concrete Vee Gutter	119	LF	\$ 36	\$ 4,284
CW-31	Concrete Barrier Curb	156	LF	\$ 28	\$ 4,368
CW-32	Accessible Ramp for Pedestrian Crossing	4	EA	\$ 3,000	\$ 12,000
CW-33	HMA Paving (4" HMA/12" CL 2 AB)	1440	SF	\$ 7	\$ 10,570
CW-34	HMA Paving (3" HMA/12" CL 2 AB)	7000	SF	\$ 7	\$ 45,570
	Sub Total				\$ 1,114,192

II. MECHANICAL EQUIPMENT

	Item	Estimated Quantity	Unit	Unit Price	Total
ME-1	Duty Pump with associated equipment	2	EA	\$ 49,047	\$ 98,094
ME-2	Low Flow Pump with associated equipment	1	EA	\$ 20,135	\$ 20,135
ME-3	Guide Rails and Pipe Appurtenance	1	LS	\$ 13,815	\$ 13,815
ME-4	Wet Well Float Switch and Transducers	1	EA	\$ 4,650	\$ 4,650
ME-5	Odor Control System	1	LS	\$ 40,000	\$ 40,000
	Sub Total				\$ 176,694

III. ELECTRICAL

	Item	Estimated Quantity	Unit	Unit Price	Total
EE-1	Primary and secondary conduits	80	LF	\$ 29	\$ 2,320
EE-2	Utility Transformer Pad/Vault	1	EA	\$ 24,240	\$ 24,240
EE-3	Main Switchboard w/ATS	1	EA	\$ 94,410	\$ 94,410
EE-4	Generator and Fuel Tank	1	EA	\$ 121,500	\$ 121,500
EE-5	ATS Feeders	60	LF	\$ 61	\$ 3,645
EE-6	Motor Control Feeder	60	LF	\$ 61	\$ 3,645
EE-7	Motor Cotrol Center w/transformer & panel	1	EA	\$ 17,445	\$ 17,445
EE-8	Lift Pump Feeders	415	LF	\$ 133	\$ 55,195
EE-9	AC Unit Feeder	10	LF	\$ 13	\$ 128
EE-10	Trenching/Backfill/Compaction	626	LF	\$ 550	\$ 344,300
EE-11	Interior/Exterior Lighting	11	EA	\$ 3,655	\$ 40,205
EE-12	Misc Power	55	LF	\$ 67	\$ 3,658
EE-13	Power Utility connection/construction fees	1	lot	\$ 25,000	\$ 25,000
	Sub Total				\$ 735,691

IV. STRUCTURAL AND ARCHITECTURAL BUILDINGS

	Item	Estimated Quantity	Unit	Unit Price	Total
SE-1	CMU Perimeter Wall	1	LS	\$ 60,000	\$ 60,000
SE-2	Pump Control Building Structure	320	SF	\$ 400	\$ 128,000
SE-3	Chemical Tank Building Structure	200	SF	\$ 400	\$ 80,000
SE-4	Flushing Station Enclosure	1	LS	\$ 3,000	\$ 3,000
	Sub Total				\$ 271,000

Above Ground Contract Total \$ 2,297,576

Notes/Assumptions:

1. Cost estimate based on bid forms provided to KPFF

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)

Project Name: River Islands 1B Sewer Lift Station

Submitted by: KPFF

Date:

8/31/2021

BELOW GRADE CONTRACT

I. CIVIL WORKS

Item #	Item	Estimated Quantity	Unit	Unit Price	Total
CW-1	Mobilization/Demob	1	LS	\$ 84,000	\$ 84,000
CW-2	Erosion Control Measures	1	LS	\$ 10,000	\$ 10,000
CW-3	Shoring	1	LS	\$ 115,000	\$ 115,000
CW-4	Export Material	450	CY	\$ 15	\$ 6,750
CW-5	Trench Backfill Material	200	CY	\$ 35	\$ 7,000
CW-6	Trenching and Excavation	1000	CY	\$ 10	\$ 10,000
CW-7	4" PVC Valve Vault Sewer Drain	10	LF	\$ 20	\$ 200
CW-8	6" PVC C900 Gravity Sewer	15	LF	\$ 40	\$ 600
CW-9	10" PVC C900-DR18 Gravity Sewer	70	LF	\$ 60	\$ 4,200
CW-10	15" PVC C900 Storm Drain	60	LF	\$ 125	\$ 7,500
CW-11	30" PVC C900-DR18 Gravity Sewer	60	LF	\$ 260	\$ 15,600
CW-12	12" VCP Gravity Sewer	10	LF	\$ 80	\$ 800
CW-13	18" VCP Gravity Sewer	80	LF	\$ 125	\$ 10,000
CW-14	4" PVC C900 Sewer FM	120	LF	\$ 45	\$ 5,400
CW-15	8" PVC C900 Sewer FM	20	LF	\$ 65	\$ 1,300
CW-16	10" PVC C900 Sewer FM	120	LF	\$ 80	\$ 9,600
CW-17	4" DI Sewer FM	23	LF	\$ 100	\$ 2,300
CW-18	8" DI Sewer FM	14	LF	\$ 110	\$ 1,540
CW-19	10" DI Sewer FM	8	LF	\$ 120	\$ 960
CW-20	60" Polymer Sewer Manhole	3	EA	\$ 50,000	\$ 50,000
CW-21	Sewer Polymer Wet Well	1	EA	\$ 450,000	\$ 450,000
CW-22	96"x60" Access Hatches	2	EA	\$ 25,000	\$ 50,000
CW-23	Sewer Polymer Vault	1	EA	\$ 275,000	\$ 275,000
CW-24	36"x36" Access Hatches	2	EA	\$ 15,000	\$ 30,000
CW-25	Sewer cleanouts	1	EA	\$ 1,500	\$ 1,500
CW-26	36" x 36" Catch Basin	1	EA	\$ 3,500	\$ 3,500
	Sub Total				\$ 1,152,750

II. MECHANICAL EQUIPMENT

	Item	Estimated Quantity	Unit	Unit Price	Total
ME-1	4" check valves	1	EA	\$ 2,000	\$ 2,000
ME-2	4" gate valves	3	EA	\$ 2,000	\$ 6,000
ME-3	8" check valves	2	EA	\$ 4,000	\$ 8,000

ME-4	8" gate valves	2	EA	\$ 4,000	\$ 8,000
ME-5	10" gate valves	2	EA	\$ 5,000	\$ 10,000
	Sub Total				\$ 34,000

Below Grade Contract Total \$ 1,186,750

Notes/Assumptions:

1. Cost estimate based on bid forms provided to KPFF

ITEM 5.1

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

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

RECOMMENDATION: City Council to Consider the Following:

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

SUMMARY:

Staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and make adjustments to existing no parking areas.

Staff is requesting that City Council hold a public hearing, consider any and all public testimony and information provided in this report and attachments, and if determined to be appropriate, adopt an Ordinance (Attachment A) amending LMC Section 10.24.030 to add and modify the street sections list as "No Parking Areas" as detailed in Exhibit A to Attachment A.

BACKGROUND:

Pursuant California Vehicle Code (CVC) Section 22507, the City is required to establish no parking areas within City limits by Ordinance. Section 10.24.030 of the LMC allows the Lathrop Police Department to enforce the no parking areas.

Staff has identified necessary modifications and additions to LMC Section 10.24.030 to accommodate new development and make adjustments to existing no parking areas. Staff is requesting that City Council consider the approval of the proposed Ordinance amending LMC Section 10.24.030 to add and modify street sections as described in Exhibit A to Attachment A.

A Notice of Public Hearing was advertised in the Manteca Bulletin newspaper on May 27, 2025 and June 3, 2025.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE****REASON FOR RECOMMENDATION:**

The proposed Ordinance would add and modify the no parking areas. This action is consistent with the intended and planned use of the roadways, shoulders, and street frontages. Staff recommends that Council approve the modifications and additions to the existing parking restrictions in the Lathrop Municipal Code as described in Exhibit A to Attachment A.

FISCAL IMPACT:

There is sufficient funding in Street Fund 2080 to cover the various costs associated with the additions and modifications to the no parking areas, including installation of signs and painting curbs red.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
 - o Exhibit A. – No Parking Areas – Chapter 10.24 Mark-up

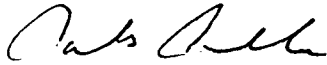
CITY MANAGER'S REPORT

PAGE 3

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

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


APPROVALS:



Carlos Carrillo
Management Analyst

5/29/2025

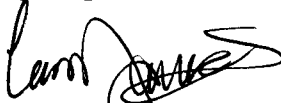
Date



Brad Taylor
City Engineer

5/29/2025

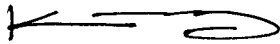
Date



Cari James
Finance Director

6/2/2025

Date



Michael King
Assistant City Manager

5.29.2025


Date



Salvador Navarrete
City Attorney

6.2.2025

Date



Stephen J. Salvatore
City Manager

6.3.25

Date

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22507, the City is required to establish No Parking Areas within the City limits by ordinance; and

WHEREAS, staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and roadway changes from recent projects and to increase the safety of schools; and

WHEREAS, staff request that the City Council consider amending LMC Section 10.24.030, as shown in Exhibit A incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030 entitled "Designated No Parking Areas" of the Lathrop Municipal Code as shown in Exhibit A, incorporated by reference herein.

Section 1. The Lathrop Municipal Code is hereby amended as shown in Exhibit A, attached hereto and incorporated by reference herein.

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

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

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

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

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 9th day of June 2025, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the _____ day of _____ 20____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

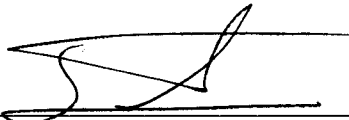
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 10.24 PARKING

[...]

10.24.030 Designated No Parking Areas

Upon amendment by ordinance prohibiting parking on certain streets and/or highways within the corporate limits of the City, as depicted below, the Director of Public Works is directed to place appropriate signs and/or markings sufficient to give adequate notice of such no parking areas. Until appropriate signs and/or markings sufficient to give adequate notice of such no parking areas, as depicted below, is provided by the Director of Public Works, no enforcement of the provisions of this section shall occur.

Pursuant to the provisions of the California Vehicle Code, the following no parking zones (unless noted as time-limited parking) are created or affirmed if previously created in the corporate limits of the City of Lathrop:

Street	Side	Location
Academy Drive	North	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,000 feet.
Barbara Terry Boulevard	Both	Beginning at the centerline of Spartan Way, thence running easterly to the centerline of Sunol Street, an approximate distance of 5,860 feet.
Bewick Drive	Both	Beginning at the centerline of Warbler Place, thence running southerly to the centerline of Isidore Way, an approximate distance of 170 feet.
Bluebird Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Osprey Drive, an approximate distance of 180 feet.
Bosch Avenue	Both	Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, an approximate distance of 1,850 feet. Beginning at an approximate distance of 250 feet south of the centerline of River Islands Parkway, thence running northerly an approximate distance of 500 feet.
Briarstone Lane	Both	Entire length.
Brookhurst Boulevard	Both	Beginning at the centerline of Manthey Road, thence running westerly to the centerline of McKee Boulevard, an approximate distance of 1,350 feet.
Business Park Court	Both	Entire length.
Callerton Avenue	Both	Entire length.
Cedar Ridge Court	Southwest	Beginning from the south end of the driveway to 14917 Cedar Ridge Court, thence running easterly an approximate distance of 30 feet.
Central Pacific Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Albany Street, an approximate distance of 200 feet.
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running southwesterly an approximate distance of 3,000 feet.
Commercial Street	Both	Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, an approximate distance of 1,300 feet.
Crescent Moon Drive	North	Beginning at the centerline of McKee Boulevard, thence running easterly, an approximate distance of 50 feet.
D'Arcy Parkway	North	Entire length.
D'Arcy Parkway	South	Beginning at the centerline of Harlan Road, thence running easterly, an approximate distance of 450 feet. Allow 30 minute parking.
D'Arcy Parkway	South	Beginning at 450 feet east of the centerline of Harlan Road Boulevard, thence running easterly, an approximate distance of 6,300 feet.
Dell'Osso Drive	Both	Entire length.
Dos Reis Road	Both	Entire length.
Enneking Dr.	Both	Beginning at centerline of River Islands Pkwy thence running northerly to centerline of Posey Street an approximate distance of 1045 feet

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly an approximate distance of 165 feet.
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, an approximate distance of 500 feet.
Fifth Street	West	Beginning at the centerline of N Street, thence running southerly to the centerline of O Street, an approximate distance of 400 feet. Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	West	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 750 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	East	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 250 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Valley Parkway	Both	Entire length within city limits.
Glacier Street	Both	Entire length.
Harlan Road	Both	Beginning at the northerly city limits, thence running south to cul-de-sac.
Haverhill Lane	Both	Entire length.
Howland Road	Both	Entire length.
Imperial Drive	West	Beginning at the centerline of Holborn Drive, thence running southerly to Marina Drive roundabout, an approximate distance of 65 feet.
Islanders Way	Both	Beginning at the center line of River Islands Parkway, thence South 425 feet and North of River Islands Parkway 320 feet.
Isidore Way	Both	Beginning at the centerline of Stanford Crossing, thence running westerly to the centerline of Loon Street, an approximate distance of 930 feet.
Jefferson Way	Both	Entire length.
Johnson Ferry Road	Both	Beginning at the centerline of Golden Spike Trail, thence running easterly to centerline of Colonial Trail, an approximate distance of 1,815 feet.
Lakeside Drive	Both	Entire length.
Lathrop Road	Both	Beginning at the centerline of Golden Valley Parkway, thence running easterly to the eastern city limits an approximate distance of 9,500 feet.
Locomotive Street	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to the centerline of Saybrook Street, an approximate distance of 200 feet.
Louise Avenue	Both	Entire length.
Madruga Road	Both	Beginning at the centerline of Yosemite Avenue, thence running westerly to the centerline of Glacier Street, an approximate distance of 770 feet.
Manthey Road	Both	Beginning at south city limits, thence running northerly to city limits an approximate distance of 28,400 feet.
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,400 feet.
Marina Drive	South	Beginning at the centerline of Leto Way, thence running westerly to the centerline of Silver Springs Way, an approximate distance of 1,050 feet.
McKee Boulevard	Both	Beginning at the centerline of Crescent Moon Drive, thence running northerly and southerly an approximate distance of 85 feet. Entire Length
McKinley Avenue	Both	Entire length within City limits.
Mossdale Road	Both	Entire length within city limits.
Murphy Parkway	Both	Beginning at the centerline of Tesla Drive, thence running northerly to the centerline of D'Arcy Parkway, an approximate distance of 1,500 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to the end.
Norbeck Street	Both	Entire Length
Tesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Murphy Parkway, an approximate distance of 1,530 feet.
Tesla Drive	Both	Beginning at the centerline of Murphy Parkway, thence running easterly to the centerline of Christopher Way, an approximate distance of 1,900 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
O Street	North	Beginning at an approximate distance of 125 feet east of the centerline of Halmar Lane, thence running easterly an approximate distance of 680 feet to Fifth Street. Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way.
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, an approximate distance of 1,400 feet. Beginning at an approximate distance of 250 feet south of the centerline of River Islands Parkway, thence running northerly an approximate distance of 500 feet.
Old Harlan Road	Both	Entire length, north and south of Lathrop Road.
Old Harlan Road	Both	South of Louise Avenue, allow parking during the hours from 6:00 p.m. to 2:00 a.m. Prohibit parking from 2:00 a.m. to 6 p.m. Prohibit parking of vehicles over 5 tons.
Old Harlan Road	East	Beginning at the centerline of Louise Avenue, thence running north an approximate distance of 310 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Old Harlan Road	West	Beginning at an approximate distance of 100 feet south from the centerline of South Harlan Road, thence running south an approximate distance of 100 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Paradise Road	Both	Entire length within city limits.
Pleasant Road	Both	Beginning at the centerline of Isidore Way, thence running southerly to the centerline of Folktale Way, an approximate distance of 180 feet.
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly to the northern boundary of 13590 Quartz Way (lot 14), an approximate distance of 20 feet for Emergency Vehicle Access.
Riptide Way	Both	Entire length.
River Bend Drive	Both	Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive.
River Bend Drive	East	Beginning at the centerline of Academy Drive, thence running southerly a distance of approximately 770 feet.
River Islands Parkway	Both	Entire length within city limits.
Roll Tide Way	Both	Entire length.
Roth Road	Both	Entire length within city limits.
Sidwell Drive	Both	Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of private road Shorebreak Way.
Sadler Oak Drive	Both	Entire length.
Sandhill Crane Road	Both	Entire length.
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for an approximate distance of 600 feet.
Sierra Mar Road	Both	Beginning at the centerline of Barbara Terry Boulevard, thence running westerly to the centerline of Testarossa Street, an approximate distance of 175 feet.
Somerston Parkway	Both	Entire length.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to an approximate distance of 850 feet north of the centerline of Hidden Cove Place.
Stanford Crossing Drive	Both	Entire length.
Stewart Road	Both	Beginning at a point 550 feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road an approximate distance of 1,450 feet to the centerline of Manthey Road.
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, an approximate distance of 2,400 feet.
Thomsen Road	Both	Beginning at the east right-of-way of Harlan Road, thence running easterly for an approximate distance of 200 feet.
Thomsen Road	South	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 400 feet to the centerline of Lisa Lane. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Thomsen Road	North	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 200 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Top of San Joaquin River levee in RD-17 and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road.
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to the centerline of Golden Valley Parkway. Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Towne Centre Drive	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly an approximate distance of 400 feet.
Walera Drive	Both	Entire Length
Winton Avenue	Both	Entire length.
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, an approximate distance of 450 feet.
Wylin Boulevard	Both	Beginning at the centerline of River Islands Parkway, then northerly to the centerline of Malabar Drive.
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to city limits.
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly an approximate distance of 3,000 feet.
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, an approximate distance of 6,800 feet.

The public works director is hereby directed to erect appropriate signage and/or markings to indicate the existence of these no parking zones. In erecting signage on roads with unimproved shoulders, the signs shall be placed at the edge of the right-of-way. Until and unless appropriate signage and/or markings are erected, no enforcement of these no parking zones shall occur. Payment for such signage shall come from account 208-5010. (Ord. 18-389 § 1; Ord. 17-382 § 1; Ord. 14-336 § 1; Ord. 13-325 § 1; Ord. 12-317 § 1; Ord. 11-309 § 1; Ord. 11-306 § 1; Ord. 11-304 § 1; Ord. 10-302 § 1; Ord. 10-301 § 1; Ord. 09-296 § 1; Ord. 09-288 § 1; Ord. 08-282 § 1; Ord. 99-166; Ord. 93-104)

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CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) APPROVING
AN AMENDMENT TO THE ASHLEY FURNITURE
PROJECT CONDITIONAL USE PERMIT NO. CUP-23-08**

RECOMMENDATION: **Council to Consider the Following:**
1. Hold a Public Hearing; and
**2. Adopt a Resolution Approving an Amendment to
the Ashley Furniture Project Conditional Use
Permit No. CUP-23-08 Regarding Allowable Land
Uses and Modification to the Conditions of
Approval.**

SUMMARY:

The Ashley Furniture Project was approved by City Council on November 13, 2023, (per City Council Resolution No. 23-5422) under a Conditional Use Permit (CUP-23-08) and Site Plan Review (SPR-23-09) entitlement which allows for the development of an approximately 1.48 million square foot concrete tilt-up building on a 89.82-acre site located at 14101 S. Manthey Road (the northwest corner of Dos Reis Road and Manthey Road within the Central Lathrop Specific Plan Phase 2 area). The building design included a 24,000 sq. ft. office area, a 110,260 sq. ft. retail outlet and showroom, and a 1,352,347 sq. ft. warehouse distribution center.

The applicant, Aaron W. Hodgdon, submitted a letter to the City dated May 29, 2025 (Attachment 3) requesting amendments to Conditional Use Permit No. CUP-23-08, to clarify the following:

- 1) Confirm that the Conditional Use Permit (CUP) is valid for any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and "IL, Limited Industrial" Zoning designation as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval. The intent is to clarify that the CUP is not limited to Ashley Furniture and does not prevent any other business from occupying the facility or require a subsequent CUP specific to the new business.
- 2) Confirm that the CUP authorizes the construction of a concrete tilt-up building of up to 1.48 million square feet in size with related project improvements that includes warehouse, retail, and office space with the option to modify the size of these building components so long as it does not exceed the original approved square footage.

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- 3) Confirm that the project has the option to be built and occupied in multiple phases and to allow construction of subsequent phases beyond the project expiration date as long as it is consistent with the entitlement approval and agreed upon conditions and mitigations.
- 4) Remove Public Works Condition #5 because it's been satisfied. The applicant provided the required Supplemental Traffic Analysis/Memorandum on September 22, 2023, which confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better.

The proposed amendments will not significantly alter the planned development and required improvements for the project as originally approved, and all remaining previously approved Conditions of Approval for the project will remain in full force with no additional modifications being proposed other than the items listed above.

BACKGROUND:

As noted above, the Ashley Furniture Project was approved by the City Council on November 13, 2023. The project includes the development of an approximately 1.48 million square foot concrete tilt-up building on an 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road and within the Central Lathrop Specific Plan Phase 2 area. The building design included a 24,000 square foot office area, a 110,260 square foot retail outlet and showroom, and a 1,352,347 square foot warehouse distribution center.

Nearly a year later after the project was initially approved, the City Council considered the possibility of amending the project's CUP at their October 14, 2024 meeting but declined to adopt a resolution that would amend the CUP at that time. Following that meeting, the City Council considered a 2-year Time Extension request at their November 18, 2024 meeting and approved Resolution No. 24-5692 (TE-24-175) for the project, which extended the approval of both CUP-23-08 and SPR-23-09 entitlements through November 13, 2028.

According to the applicant, Ashley Furniture remains committed to initiating the construction of the project; however, due to current economic uncertainty and financial challenges affecting the global economy, the applicant is considering various options for the project including, but not limited to: constructing the Ashley Furniture warehouse as currently approved, constructing the building without (or reduced) retail or office component, allowing a portion of the building to be leased to a second user, or leasing the entire building to another user. As a result, the applicant is requesting the City Council to amend the project's Conditional Use Permit (CUP) approval and clarify certain provisions related to Conditional Use Permit No. CUP-23-08.

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ANALYSIS:

Amendment to Conditional Use Permit

The City's General Plan and Central Lathrop Specific Plan (CLSP) Phase 2 Amendment requires all development projects proposed between Dos Reis Road and De Lima Road to obtain a Conditional Use Permit (CUP) subject to discretionary review by the Planning Commission and the City Council. The CUP approved by City Council in November 2023 (CUP-23-08) allowed Ashley Furniture to use the proposed building with the following uses:

Use	Square Footage (sq. ft.)
Office	24,000
Retail Outlet	110,260
Warehouse Distribution Facility	1,352,347
Total	1,486,607

In addition to constructing the building as currently approved, the proposed amendment to the CUP may allow the applicant to exercise the following additional options: construct the building without (or reduced) retail or office component, allowing a portion of the building to be leased to a second user, or leasing the entire building to another user. The applicant's intent is to clarify that the CUP is not limited to Ashley Furniture and does not prevent any other business from occupying the facility or require a subsequent CUP specific to the new business. Other end users may occupy the building consistent with the uses allowed pursuant to the Central Lathrop Specific Plan Phase 2 and Chapter 17.62, *Central Lathrop Zoning Districts*.

Furthermore, the applicant is requesting the City Council to clarify that the CUP authorizes the construction of a concrete tilt-up building of up to 1.48 million square feet in size with related project improvements that includes warehouse, retail, and office space with the option to modify the size of these building components so long as it does not exceed the original approved square footage of 1,486,607.

Development Phasing

The applicant is also seeking confirmation for the option to construct and occupy the project in multiple phases. Phased development is a common practice, specifically for larger projects which allows flexibility (enables the developer to adapt to market conditions), reduce financial risk (less upfront capital, easing financial burden), and enhance project management (easier to manage compared to a large scale single-phased project).

If approved, it will provide the option for the project to be constructed in multiple phases. This will also allow construction of subsequent phases beyond the project expiration date as long as it is consistent with the entitlement approval and agreed upon conditions and mitigations.

Condition of Approval #5 (Public Works)

The applicant further requests the removal of Condition of Approval #5 (Public Works) related to traffic counts at Lathrop Road/I-5 Northbound (NB) Ramp. Specifically, Condition of Approval #5 states that Lathrop Road/I-5 NB Ramp will degrade to LOS E to LOS F with the Project in the Baseline plus Project Condition, which will require the construction of a 400-foot sperate right turn lane on the NB Ramp. The Condition required the applicant to conduct current traffic counts for the NB Ramp to confirm the baseline condition and complete a technical memorandum to document the findings of the traffic counts.

In this regard, a Supplemental Traffic Analysis/ Memorandum was submitted to the City on September 22, 2023 by TJKM with new traffic counts. The Supplemental Analysis concluded that improvements to the Lathrop Road/I-5 NB Ramp would not be required and confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better. Brad Taylor, City Engineer, reviewed the supplemental traffic analysis and agreed with TJKM's determination; therefore, this condition has been satisfied and is no longer applicable.

Site Plan, Utilities and Various Improvements

The Site Plan may be slightly modified as a result of the amendment to the CUP, especially if the retail and office components are not constructed. The modification would result in a slightly smaller building footprint but the main warehouse square footage will remain the same. It is anticipated that the overall development of the site will generally stay consistent with the approved site plan with minor deviations that can be addressed during the building permit plan check process.

Off-street parking would continue to be provided for passenger vehicles and for commercial trucks and trailers. The Ashley Furniture Project included a total of 942 passenger vehicle parking spaces and 1,104 commercial truck spaces. If the project is constructed without the retail and office component, the number of vehicle parking may be reduced.

Landscaping would be slightly modified if the retail and office component is removed. Areas not used for building, off-street parking, and paving are required to be landscaped per the Lathrop Municipal Code (LMC). As such, it is anticipated that the overall landscaping square footage for the project would increase.

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Other aspects of the Project that would generally remain the same include, but are not limited to the following:

- Architecture, materials and colors would remain the same including architectural enhancements along S. Manthey Road (e.g., glass siding, single-story elements, etc.).
- Primary access would continue to be from S. Manthey Road for passenger vehicles and commercial trucks. The passenger vehicle driveway and emergency vehicle access (EVA) driveway on Dos Reis Road would remain the same.
- Site lighting is required to be shielded and directed towards the parking and access areas only. Lighting levels are required to meet City standards and specific lighting, beyond the photometric plan will be refined as part of the building permit plan check process.
- Construction and extension of public utilities (water, sewer, storm drain) will remain the same as originally designed.
- Screening strategies approved for Ashley Furniture Project would continue to be enforced, including the following:
 - The installation of an 8-foot tall solid screen wall along southern property line;
 - Planting of a mixture of deciduous shade trees and large evergreen trees for purposes of screening; and
 - Providing an additional landscape buffer along Dos Reis Road, and the building setback from Dos Reis Road (e.g., building location would not be modified).
- Off-site improvements such as the construction of a round-a-bout at Dos Reis Road and Golden Valley Parkway will still be required.
- On-site and off-site signage related to commercial trucks (e.g., on-site signage directing commercial trucks to travel north on S. Manthey Road when exiting the site and off-site signage limiting commercial truck access on Golden Valley Parkway north of Lathrop Road) will still be required.
- Geometric constraints to physically prohibit trucks from turning north from Lathrop Road onto Golden Valley Parkway will still be required.

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Traffic and Circulation

As noted above, passenger vehicle access to the project is provided via Dos Reis Road and S. Manthey Road. The Project includes 2 driveways for passenger vehicles, 1 along Dos Reis Road, east of Golden Valley Parkway and the other along S. Manthey Road. The Project continues to propose an Emergency Vehicle Access (EVA) driveway on Dos Reis Road, west of Golden Valley Parkway. There will be no change in traffic and circulation patterns as part of this amendment.

In the event another user occupies the building, staff is recommending adding a new condition (Planning Condition #1) to require a supplemental traffic analysis/memorandum to confirm that the traffic impacts of the new user do not exceed the thresholds of the original project approval.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on May 30, 2025. Staff also mailed the public hearing notice to notify property owners located within a 300-foot radius from the project site boundary. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties and posted at three (3) locations accessible to the public and the City website.

Staff would like to highlight that the public hearing notice included a component to extend the project term, but the applicant since retracted that request; therefore, the request for time extension is no longer being pursued at this time.

CEQA REVIEW:

On November 13, 2023, the City of Lathrop City Council adopted Resolution 23-5421 finding the Ashley Furniture Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183. The proposed amendments to CUP-23-08 fall within the scope of the Section 15183 Analysis (Environmental Checklist) and as such, no further environmental review is required.

The Environmental Analysis identified the applicable City of Lathrop development standards and policies that would apply to the proposed project during both the construction and operational phases, identifies applicable minimization measures from the General Plan EIR that must be implemented, identifies applicable state-level standards and policies that would ensure that no peculiar or site-specific environmental impacts would occur. The Environmental Analysis concluded that the project is consistent with the land uses and development intensities assigned to the project site by the General Plan.

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Impacts from buildout of the General Plan including cumulative impacts associated with development and buildout of the CLSP Phase 2 plan area and the Ashley Furniture Project, as modified, are fully addressed in the General Plan EIR (State Clearinghouse No. 2021100139), and implementation of the modified project would not result in any new or altered impacts beyond those addressed in the General Plan EIR.

In addition, a passenger and truck trip generation count was conducted and the project is conditioned to prohibit warehouse-oriented uses that exceed the transportation impacts compared to the Ashley Furniture Project.

RECOMMENDATION:

Staff supports the applicant's request for the following reasons:

1. Constructing the proposed project will spur the development of future projects within the remainder of the Central Lathrop Specific Plan Phase 2 area, thereby encouraging economic viability and growth that generates sales tax revenues and employment for the City.
2. Staff believes that any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and "IL, Limited Industrial" Zoning designation are deemed to be appropriate as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval.
3. The potential reduction of the building size and potential removal of the retail and office components are negligible and is not considered as a substantial change requiring additional environmental review.
4. The project is conditioned to prohibit warehouse-oriented uses that exceed the anticipated transportation impacts compared to the Ashley Furniture Project.
5. All of the project requirements and mitigations identified in the Environmental Checklist remain in full effect and are included in the project's Conditions of Approval.

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony, and if determined to be appropriate, adopt a Resolution to amend the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 regarding allowable land uses and modification to the Conditions of Approval.

**CITY MANAGERS REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
Amendment to the Ashley Warehouse Project (CUP-23-08)**

PAGE 8

FISCAL IMPACT:

The request to amend the entitlements has no fiscal impact to the City.


ATTACHMENTS:

1. City Council Resolution to Amend Conditional Use Permit No. CUP-23-08
2. Amended Consolidated Conditions of Approval, dated June 9, 2025
3. Applicant Request Letter dated May 29, 2025

**CITY MANAGERS REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING
Amendment to the Ashley Warehouse Project (CUP-23-08)**

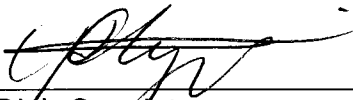
PAGE 9

APPROVALS:



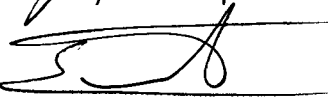
James Michaels
Senior Planner

6/2/2025
Date



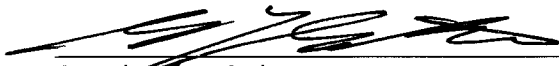
Rick Caguiat
Community Development Director

6/2/2025
Date



Salvador Navarrete
City Attorney

6-2-2025
Date



Stephen J. Salvatore
City Manager

6.5.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CONDITIONAL USE PERMIT NO. CUP-23-08 FOR THE ASHLEY FURNITURE PROJECT

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing to consider the amendment to Conditional Use Permit No. CUP-23-08 pursuant to the General Plan and Lathrop Municipal Code; and

WHEREAS, on November 13, 2023, the City Council approved Resolution No. 23-5422, approving the Ashley Furniture Project (Conditional Use Permit No. CUP-23-08 and Site Plan Review No. SPR-23-09), which consists of the construction of an approximately 1.48 million square foot concrete tilt-up building and all necessary supporting infrastructure on a property located within the Central Lathrop Specific Plan Phase 2 Amendment area as further defined below (the Project); and

WHEREAS, on November 18, 2024, the City Council approved Resolution No. 24-5692 (a 2-year Time Extension request; TE-24-175) for the Ashley Furniture Project, which extends the approval of both CUP-23-08 and SPR-23-09 entitlements to November 13, 2028; and

WHEREAS, the property is located at 14101 S. Manthey Road (APN: 192-020-14) (the property); and

WHEREAS, the applicant is requesting the following amendments and clarification to Conditional Use Permit No. CUP-23-08:

1) Confirm that the Conditional Use Permit (CUP) is valid for any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and "IL, Limited Industrial" Zoning designation as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval. The intent is to clarify that the CUP is not limited to Ashley Furniture and does not prevent any other business from occupying the facility or require a subsequent CUP specific to the new business,

2) Confirm that the CUP authorizes the construction of a concrete tilt-up building of up to 1,486,607 million square feet in size with related project improvements that includes warehouse, retail, and office space with the option to modify the size of these building components so long as it does not exceed the original approved square footage,

3) Confirm that the project has the option to be built and occupied in multiple phases and to allow construction of subsequent phases beyond the project expiration date as long as it is consistent with the entitlement approval and agreed upon conditions and mitigations, and

4) Remove Public Works Condition #5 because it's been satisfied. The applicant provided the required Supplemental Traffic Analysis/Memorandum on September 22, 2023, which confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better; and

WHEREAS, the applicant is considering to implement various options for the project, including but not limited to: constructing the Ashley Furniture warehouse as currently approved, constructing the building without (or reduced) retail or office component, allowing a portion of the building to be leased to a second user, or leasing the entire building to another user; and

WHEREAS, the Project is consistent with the Limited Industrial land use goals and policies of the City of Lathrop General Plan and is also consistent with the development standards for the IL-CL, Limited Industrial Zoning District and the Central Lathrop Specific Plan Phase 2 Amendment; and

WHEREAS, a Project Trip Generation Rates for passenger vehicles and heavy trucks were conducted to ensure that no future user will exceed the transportation impacts originally analyzed for the Ashley Furniture Project; and

WHEREAS, on November 13, 2023, the City Council approved Resolution 23-5421, finding the Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about May 30, 2025 and mailed out to property owners located within a 300-foot radius from the project site boundary, emailed to the City's Public Hearing subscribers and interested parties, and posted at three (3) locations accessible to the public and the City website; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

1. Conditional Use Permit Findings. Pursuant to Section 17.112.060 of the Lathrop Municipal Code (LMC), the City Council finds as follows:
 - a. That there are circumstances or conditions applicable to the land, structure or use which makes the granting of a use permit necessary for the preservation and enjoyment of a substantial property right. *The proposed project would allow other uses consistent with the original Conditional Use Permit approval, Central Lathrop Specific Plan Phase 2, and the Lathrop Municipal Code.*

- b. That the proposed location of the conditional use is in accordance with the objectives of the zoning code and the purposes of the district in which the site is located. *The proposed Project is located in the IL-CL, Limited Industrial Zoning District and the Central Lathrop Specific Plan Phase 2 Amendment area and is a permitted use within the zone district.*
 - c. That the proposed use will comply with each of the applicable provisions of the LMC, as amended. *As noted above and as described in the Staff Report, the proposed Project is a permitted use in the IL-CL, Limited Industrial Zoning District and is consistent with the applicable provisions in the LMC, including screening requirements pursuant to the Central Lathrop Specific Plan Phase 2 Amendment. The proposed Project is consistent with the LMC, Policies and Implementation Actions of the General Plan as it relates to truck traffic impacts and land use compatibility.*
2. That the Conditional Use Permit (CUP) is valid for any use of the property within the level of development and allowable land uses contemplated in the Central Lathrop Specific Plan Phase 2 and "IL, Limited Industrial" Zoning designation as long as the future end user is generally consistent with the approved project design and complies with the Conditions of Approval. This clarifies that the CUP is not limited to Ashley Furniture and does not prevent any other business from occupying the facility or require a subsequent CUP specific to the new business.
3. That the CUP authorizes the construction of a concrete tilt-up building of up to 1,486,607 million square feet in size with related project improvements that includes warehouse, retail, and office space with the option to modify the size of these building components so long as it does not exceed the original approved square footage.
4. That the project has the option to be built and occupied in multiple phases and to allow construction of subsequent phases beyond the project expiration date as long as it is consistent with the entitlement approval and agreed upon conditions and mitigations.
5. That Public Works Condition #5 has been satisfied. The applicant provided the required Supplemental Traffic Analysis/Memorandum on September 22, 2023, which confirmed that the Lathrop Road/I-5 ramp intersections will operate at Level of Service D or better.
6. On November 13, 2023, the City of Lathrop City Council adopted Resolution 23-5421 finding the Ashley Furniture Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183.

The City Council finds that the proposed amendments to CUP-23-08 and SPR-23-09 fall within the scope of the Section 15183 Analysis (Environmental Checklist) and as such, no further environmental review is required.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby approve the Amended Consolidated Conditions of Approval listed in Attachment 2 of the June 9, 2025 City Council Staff Report, incorporated by reference herein for the Ashley Furniture Project Conditional Use Permit No. CUP-23-08.

The foregoing resolution was passed and adopted this 9th day of June 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

SIGNED:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Community Development Department – Planning Division

Amended Consolidated Conditions of Approval

June 9, 2025

Project Name: Ashley Furniture Project

File Number: Conditional Use Permit No. CUP-23-08 and Site Plan Review No. SPR-23-09

Project Address: 14101 S. Manthey Road (APN: 192-020-14)

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the application and diagrams dated May 2023.

PROJECT DESCRIPTION

Approval of this project authorizes the construction of a 1,486,607 sq. ft. concrete tilt-up building on a 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road and within the Central Lathrop Specific Plan Phase 2 Amendment area. The proposed building will include an up to three-story, 24,000 sq. ft. office, an up to two-story 110,260 sq. ft. retail outlet and showroom and a 1,352,347 sq. ft. warehouse distribution center. The project includes related on- and off-site improvements, including but not limited to off-street parking, lighting, landscaping, solid wall and wrought iron fencing, outdoor employee break area, paving, and street improvements (landscaping, curb, gutter, and sidewalk).

Alternatively, the applicant may also exercise the following options: construct the building without (or reduced) retail and office component, lease a portion of the building to a second user, or lease the entire building to another user. Other end users may occupy the building consistent with the uses allowed pursuant to the Central Lathrop Specific Plan Phase 2 and Chapter 17.62, Central Lathrop Zoning Districts but does not prevent any other business from occupying the facility or require a subsequent Conditional Use Permit specific to the new business. The size of the building and various components may be modified (reduced) but shall not exceed the square footage of the original project approval of 1,352,347 sq. ft. in addition to the 24,000 sq. ft. office space.

The applicant has the option to construct the project in multiple phases. This will also allow construction of subsequent phases beyond the project expiration date as long as it is consistent with the entitlement approval and agreed upon conditions and mitigations.

CEQA DETERMINATION

Exempt in accordance with Section 21083.3 of the Public Resources Code and Section 15183 of the California Environmental Quality Act (CEQA) Guidelines.

PLANNING

1. If a new use(s) is proposed (which may include site modifications), a supplemental traffic analysis/memorandum shall be prepared for City review prior to building occupancy to confirm that the traffic impacts do not exceed the thresholds of the traffic generated by the original project approval.
2. The project is subject to and shall comply with the Project Requirements resulting from the Environmental Checklist prepared by De Novo Planning Group. The Project Requirements are incorporated by reference into this list of conditions (attached).
3. The Conditional Use Permit and Site Plan Review shall not be in effect until the Rezone that is part of the City's Zoning Consistency Project and Central Lathrop Specific Plan (CLSP) Phase 2 Amendment are approved and in effect.
4. Signs (Directional Signs) shall be placed on-site directing trucks north on S. Manthey Road towards Roth Road from the site. Signage shall be maintained by the applicant/property owner and replaced if damaged, destroyed or otherwise unreadable. Signage shall be reviewed and approved by the Planning Division.
5. Sign(s) shall be placed in the drivers' lounge and/or breakroom associated with the project building directing trucks north on S. Manthey Road toward Roth Road from the site. The sign shall illustrate the Truck Route to and from the site, the City's Truck Route Map and a reference to Chapter 10.16, *Truck Routes and Commercial Vehicles* of the Lathrop Municipal Code (LMC).
6. Evergreen trees planted along Dos Reis Road for the purposes of screening shall be in compliance with the CLSP Phase 2 Amendment.
7. Outdoor employee break area(s) shall include trash receptacles, shade structure(s), and seating areas. The final design and location of employee break area(s) shall be subject to review and approval by the Planning Division.
8. Passenger vehicle entryways shall include enhanced paving materials, such as herringbone design or stamped concrete. The extent of the enhanced paving materials shall be subject to review and approval by the Planning Division.
9. Interior truck operator lounge(s) and/or employee break area(s) shall include on-site amenities, such as restrooms, vending machines, air conditioning, seating areas, etc. The truck operator lounge(s) and/or employee break area(s) shall be subject to review and approval by the Planning Division.
10. With the exception of parking and storage of truck cabs and truck trailers, storage containers, and temporary load transfers, outdoor storage is prohibited, unless otherwise reviewed and approved by the Planning Division.
11. Installation of driveway entry/security gates or interior site fencing shall subject to review and approval by the Planning Division, Building Department and Lathrop Manteca Fire District prior to installation. All driveway entry/security gates shall provide truck queuing in front of the gate of at least seventy-five (75) feet in order to allow trucks with trailers to pull onto the site without blocking adjacent street rights-of-ways.
12. The security gate building (guard shack) shall be architecturally compatible with the primary building as it relates to color, aesthetic, and material.

13. On-site fencing shall be maintained and in good working order for the life of the project. Damage and/or wear-and-tear shall be repaired by the applicant/property owner in a timely manner.
14. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements of both the State and Federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).
15. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulation including but not limited to Rule 9510, Indirect Source Review. The applicant shall provide proof of compliance prior to building permit issuance.
16. The project shall comply with applicable site development provisions contained in the Central Lathrop Specific Plan Phase 2 Amendment Design Guidelines and Lathrop Municipal Code including but not limited to parking, lighting, landscaping, etc.
17. All areas not used for structures, parking, driveways, walkways, or other hardscape shall be landscaped and maintained by the property owner per Section 17.92.030(A)(1) of the Lathrop Municipal Code to the satisfaction of the City.
18. The applicant shall submit appropriate plans to the Community Development Department for plan check and building permit. Final site plan, elevation, landscaping and irrigation, exterior lighting and site improvement plans and details, etc. shall be reviewed and approved by the Planning Division. Any significant change or modification to the approved plan is subject to review and approval by the Community Development Director.
19. Landscaping and irrigation must be consistent with the City's Water Conservation Requirements (LMC 17.92.060) and the State Water Efficient Landscape Ordinance (AB 1881). The applicant shall include with the landscape and irrigation plan a water efficient landscape worksheet with water budget calculations identifying the water allowance and estimated water use.
20. The applicant/property owner shall ensure the entire site including landscaping areas shall be maintained in a healthy, weed free condition to the satisfaction of the City.
21. Trash enclosure(s) shall include but not be limited to a covered roof, metal gate and have three solid walls. Details and/or alternative designs or location shall be subject to review and approval of the Planning, Building, and Public Works Department. The trash enclosure design, material and color shall match or compliment the main building.
22. It shall be the responsibility of the applicant/property owner to ensure that any building or parking area lighting including security lighting associated with the project, be arranged so as to not cast light onto adjoining properties.
23. A final site lighting photometric plan with detailed specifications of all lighting fixtures, poles, and wall packs as well as a manufacture's catalog sheet containing photometric data, shall be submitted with Building Permits for City review and approval. Parking lots, driveways, trash enclosure/areas shall be illuminated during the hours of darkness with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. The illumination shall not exceed ten (10) foot-candles in any one location.
24. No signs are approved for this project. A Master Sign Program for the project shall be prepared and submitted for review and approval by the Planning Division per Chapter 17.84 of the Zoning Code.

All signs shall require a Planning Division Sign Design application and a separate Building Permit application, subject to review and approval of the Planning and Building Divisions.

25. Bicycle parking shall be installed consistent with Chapter 17.76.120 of the LMC. In accordance with LMC Section 17.76.120(D), the proposed project shall provide changing facilities for employees/workers utilizing bicycle to get to and from the use and bicycle lockers in a secure room equal to the minimum number of bicycle parking stalls required by Chapter 17.76. Bicycle lockers should be in close proximity to the employee entrance. The final location(s) shall be subject to review and approval by the Planning Division. The secure room shall include electrical outlets for the purpose of charging electric bicycles (e-bikes).
26. Roof-mounted mechanical equipment shall be screened and not visible from the public right-of-way. Screening materials shall be compatible with the architectural style, materials and color of the building upon which the equipment is located, subject to the approval of the Community Development Director or designee.
27. Ground-mounted equipment that is not required to be visible, shall be screened not visible from the public right-of-way using the most practical means of screening, such as landscaping, a freestanding wall/fence, matching paint, subject to approval of the Community Development Director or designee.
28. Unless otherwise specified, all conditions of approval shall be complied with prior to the issuance of any Building Permits.
29. The Site Plan and Conditional Use Permit shall expire on November 13, 2028, unless a time extension is granted consistent with the policies and procedure of the Lathrop Municipal Code. Prior to the expiration date of November 13, 2028, a building permit must be issued and construction commenced and diligently pursued toward completion of the site or structures.
30. In the event clarification is required for an interpretation of these Conditions of Approval, the Community Development Director and City Engineer shall have the authority either to administratively clarify the intent and wording of these Conditions of Approval without the requirement of a public hearing or to refer questions regarding the interpretation of these Conditions of Approval to the Planning Commission. If the applicant take issue with the clarification provided administratively, the applicant shall have the right to appeal the administrative clarification to the Planning Commission. The Community Development Director and City Engineer shall also have the authority to make minor modifications to these conditions provided a request is made in writing by the applicant and it is determined such modifications are consistent with and in furtherance of the underlying intent of the condition being modified.
31. The City of Lathrop may conduct annual and or spot inspections to ensure that compliance with the required site improvements and conditions are being maintained.
32. The applicant shall install an eight (8) foot high chain link fence with vinyl privacy slats (black powder coated) along the western property line to screen the outdoor storage areas.

BUILDING

1. All construction associated with this project shall comply with the most recent adopted City and State building codes.

2. Special Inspections – As indicated by California Building Code Section 1704, the property owner/developer shall employ one or more special inspectors who shall provide special inspections when required by CBC section 1704. The property owner/developer shall contact the Building Department at time of plan submittal to obtain application for special inspections.
3. The Title Sheet of the plans shall include:

Occupancy Group	Type of Construction
Occupant Load	Height of Building
Description of Use	Floor area of building(s) by occupancy group
Area Analysis	Code Used
4. The property owner/developer shall be responsible for payment of school impact fees prior to the issuance of a building permit.
5. Dimensioned building setbacks and property lines, street centerlines and distances between buildings and structures shall be provided on the project site plan.
6. The project shall be designed to conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumption light fixtures, and insulation and shall use to the extent feasible draught landscaping.
7. All property lines and easements shall be shown on the site plan. A statement shall be provided that indicates such lines and easements are shown is required.
8. Public and private site improvements shall be designed in accordance with the Americans with Disabilities Act and Chapter 11 of the California Building Code. The site plan shall include a site accessibility plan identifying exterior routes of travel and detailing running slope, cross slope, width, pedestrian ramp, curb ramps, handrails, signage and truncated domes. The path of travel shall be provided from the public right of way and accessible parking to building. The design professional shall ensure that the site accessibility plan is in compliance with the latest Federal and State regulations. A site accessibility plan shall be required per the attached policy from the link below: https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/building_division/page/24708/site_accessibility_plan_requirements.pdf
9. At the time of building permit application submittal a design professional shall be required to prepare the formal construction plans for proposed improvements per the Business and Professions' Code.
10. Grading and Site Improvement permits from Public Works may be required separately from the accessibility plan in compliance with item 8.

PUBLIC WORKS

Land

1. The applicant shall dedicate all right-of-way (ROW) necessary for the ultimate ROW width as represented in the approved Improvement Plans. A 10-foot public utility easement (PUE) shall also be dedicated along all ROW frontages.

Public/Frontage Improvements

1. The applicant shall submit an encroachment permit for all work within the public right-of-way and City owned or controlled property.
2. The applicant shall be required to install full street frontage improvements along all frontages of the parcel being developed or improved. Frontage improvements shall include but are not limited to curb, gutter, sidewalk, street lights, hydrants, asphalt concrete paving, striping, driveways, and landscaping. The extent of paving shall include one-half ultimate street width or as otherwise stated in the City of Lathrop Municipal Code. The applicant shall submit the off-site plans for approval along with the applicable plan check and inspection fees.
3. The applicant shall underground all existing and new overhead utilities on both sides of the frontage street in compliance with the Lathrop Municipal Code. Overhead power lines in excess of 34.5 KVA are not required to be undergrounded.
4. As recommended in the TJKM Traffic Impact Analysis Report, the applicant shall complete the following improvements prior to issuance of a certificate of occupancy, including a temporary certificate of occupancy:
 - a. Lathrop Road/I-5 SB Ramps: Optimize signal timing to achieve an acceptable level of service. Align signal timing with coordination plan for the Lathrop Road corridor.
 - b. Golden Valley Parkway & Spartan Way/Lathrop Road Intersection: Grind existing striping, slurry seal extents of striping and restripe the following configuration to City Standards:
 - i. NB Approach: One left-turn lane, one through lane, two right-turn lanes
 - ii. SB Approach: Two left-turn lanes, two through lanes, one right-turn lane
 - iii. EB Approach: One left turn-lane, two through lanes, one right-turn lane
 - iv. WB Approach: Two left-turn lanes, two through lanes, one right-turn lane
5. ~~The TJKM Traffic Impact Analysis Report found that the Lathrop Road/I-5 NB Ramp will degrade from LOS E to LOS F with the Project in the Baseline plus Project condition, which will require the construction of a 400 foot separate right turn lane on the NB Ramp. The applicant shall conduct current traffic counts for the NB Ramp to confirm the baseline condition and complete a technical memorandum to document the findings of the traffic counts. If the results of the technical memorandum indicate that the impact is negligible or that the level of service does not degrade below LOS D in the Current Baseline plus Project condition, the project shall not be required to construct the 400 foot separate right turn lane on the NB Ramp. If the results of the traffic counts indicate that the project operations would cause the LOS to degrade below a LOS D with the Project, the applicant shall be required to construct the 400 foot separate right turn lane on the NB Ramp. If the improvements are required, applicant shall design, estimate construction cost and provide performance and labor & materials guarantee to the City for the improvements and enter into a deferred frontage improvement agreement with the City prior to issuance of a building permit for the Project. If required, the applicant shall work towards construction of the improvements in a timely manner for completion as close to the occupancy of the Project as possible.~~
6. The applicant shall be required to improve Golden Valley Parkway from Spartan Way to Dos Reis Road. Golden Valley Parkway is currently improved from Spartan Way to about 240 feet south of Does Reis Road and includes utilities, curb & gutter, and bottom lift pavement and subgrade. The applicant shall be required to complete the improvements on Golden Valley Parkway to include but

not limited to sidewalk, top lift pavement, striping, signing, landscaping and lighting. The improvements are eligible in part for City Transportation Capital Facility Fee (CFF) credit or reimbursement as portions are included in the existing City CFF program and this roadway provides a regional benefit.

7. The applicant shall be required to construct a roundabout at the intersection of Golden Valley Parkway and Dos Reis Road. The roundabout shall be an enhanced gateway to the CLSP Phase 2 area and shall include components such as monumentation, art, enhanced landscaping, lighting, etc. The roundabout shall include safety improvements such as pedestrian actuated flashing warning signs. The final design shall be approved by the City Engineer. The applicant shall submit the roundabout plans for approval as part of the offsite improvement plans.
8. The applicant shall be required to abandon and barricade Manthey Road between Lathrop Road and Dos Reis Road upon completion of the improvement of Golden Valley Parkway. This abandonment is necessary to facility the proper traffic circulation for the project.
9. The applicant shall be required to install signage on Lathrop Road, Spartan Way, Golden Valley Parkway, Dos Reis Road and Manthey Road south of Dos Reis Road prohibiting trucks from utilizing these roadways. Location and size of the signage shall be reviewed and approved by the City Engineer prior to issuance of an occupancy permit.
10. Applicant shall comply with Chapter 10.16, *Truck Routes and Commercial Vehicles* of the LMC.
11. The applicant shall construct a raised “pork chop” with bollards at the northeast corner of Spartan Way and Golden Valley Parkway to discourage semi-trucks from making a right-turn towards the Central Lathrop Specific Plan (CLSP) Phase 2 area. The design of the improvements shall be reviewed and approved by the City Engineer and must be installed prior to the issuance of a Certificate of Occupancy.
12. The applicant shall construct a raised median on S. Manthey Road adjacent to the truck driveway at the facility to discourage trucks from making a left turn in and a right turn out of the facility. The design of the improvements shall be reviewed and approved by the City Engineer and must be installed prior to the issuance of a Certificate of Occupancy.

Wastewater

1. The applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building within the project.
2. The applicant shall secure sufficient sewer capacity for the project and pay all connection fees and reimbursements.
3. The project will connect to the existing Central Lathrop Phase 1 gravity sewer main system and the wastewater will be conveyed to the City’s Treatment Plan by use of the existing Central Lathrop Phase 1 wastewater pump station and force mains. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the additional wastewater discharge from the project and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

Potable Water

1. The applicant shall be required to connect to the water utility for domestic supply prior to certificate of occupancy and pay all applicable connection fees. All existing groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting potable water to the site.

2. The applicant shall secure sufficient water capacity for the project and pay all connection fees and reimbursements.
3. The project will connect to the existing Central Lathrop Phase 1 potable water system. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the projects needs and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

Recycled Water

1. Applicant shall install recycled water mains along all frontages if not existing. All public landscaping shall be irrigated with recycled water and a recycled water hydrant shall be placed in an accessible location along the frontage to provide a filling station for street sweeping activities and construction.
2. All recycled water points of connection for irrigation require the installation of a recycled water meter.

Storm Drain

1. The applicant shall be required to connect to storm drain utility and pay all applicable connection fees.
2. Hydrology and hydraulic calculations and plans for on-site and off-site storm drainage systems shall be submitted to the City for review and approval.
3. As part of their onsite improvements, the applicant shall install all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy for the project.
4. The applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales, and/or ponds.
5. The project will connect to the existing Central Lathrop Phase 1 storm water system for Watershed 4. The applicant shall provide calculations to the City Engineer proving that these existing facilities can support the projects needs and shall install any improvements needed to accommodate the project if the existing facilities are deficient.

General

1. The applicant shall retain the services of a California licensed civil engineer to design the project utility plans for sewer, water, storm drain lines and systems.
2. The applicant shall ensure that all off-site and on-site improvements comply with City Standards as illustrated on the approved Improvement Plans.
3. All on-site water, sewer, and storm drain systems that are privately owned shall be maintained by the property owner.
4. The parking areas and drive aisles on site shall be paved with asphalt concrete.
5. The project shall comply with the Multi-Agency Post Construction Storm Water Manual.

6. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available on site for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.
7. The applicant shall pay all appropriate fees including, but not limited to, North Lathrop Transportation Fee, Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
8. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving and concrete. Building PAD certification is required from Geotechnical Engineer and/or Special Inspector.
9. All water meters shall be installed within the public right of way or public utility easement. The City shall not be the responsible party for maintaining water and sewer lines beyond existing main line stub outs or on private property, unless otherwise agreed to by the City.
10. The applicant has the option to enter into a reimbursement agreement with the City for construction cost reimbursement of any infrastructure that provides regional benefit.
11. All improvements shall be designed and constructed per the most current City Standards.
12. The applicant shall create or participate in a Community Facilities District (CFD) to fund the maintenance of all public infrastructure prior to issuance of the first building permit associated with the project.
13. If the project is greater than one acre; the applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

1. The project shall conform to the most currently adopted edition of the California Fire Code and all related standards.
2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis).
3. Depending on the proposed Occupancy Type & fire area occupant load, Automatic Fire Sprinklers may be required. In the case where automatic fire sprinkler systems are required, such systems shall comply with California Fire Code Section 903.2 and the Tenant/Occupant/Owner shall have the responsibility to ensure that the correct fire suppressions system is added/modified/tested and accepted by the (AHJ) Fire District for review and approval prior to modification. Deferred submittal accepted.
4. All residential structures shall be Fire Sprinkler protected, as per the City of Lathrop's Fire Sprinkler Ordinance, California Fire Code, California Residential Code, and the California Building Standards Codes. Fire suppression system plans shall be modified under separate fire permit and shall be submitted by a licensed fire contractor, to the (AHJ) Fire District for review and approval prior installation. Deferred plan submittals are accepted.
5. Fire Sprinkler System alterations and plans shall be submitted directly to LMFD.

6. Fire Alarm System upgrades and plans shall be submitted directly to LMFD.
7. A means of Ingress and Egress Plan shall be submitted with the project Tenant Improvement Plans.
8. An approved fire alarm system shall be installed in accordance with CFC §907.2 and NFPA 72.
9. Fire Department Development Impact Fees for all new buildings shall be paid in accordance with the City of Lathrop Municipal Code and Resolutions of the adopted fee schedule.
10. An approved Fire Flow test shall be conducted prior to ground breaking to determine allowable Fire Fighting capabilities for the site.
11. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
12. Deferred Plan Submittals for Fire Alarm, Fire Sprinklers and Fire Underground shall be submitted directly to LMFD.
13. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with California Fire Code (CFC) Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Adequate turnaround shall be provided per City of Lathrop Standards and Appendix D of the 2022 CFC.
14. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key “knox” box is required to be installed in an approved location. The key “knox” box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key “knox” box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
15. Where a portion of the added street is constructed more than 200 feet (61 meters) from a hydrant on a fire apparatus access road, as measured by an approved route, the developer shall provide an additional fire hydrant and main shall be provided. NOTE: The developer shall provide exact locations and distances of existing hydrants in the area. (CFC Appendix C, and City of Lathrop Water System Standards).
16. The developer shall be responsible for providing approved vehicle access for firefighting to all construction and demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
17. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief’s Association.
18. The turning radius for his project shall be a minimum of 41 feet for all Emergency Fire Apparatus.
19. Buildings exceed 30 feet in height shall have a minimum unobstructed fire apparatus access width of 26 feet.

20. Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I Hood, in accordance with the California Mechanical Code, and automatic fire extinguishing system that is listed and labeled for its intended use as follows:
 - a. Wet chemical extinguishing system, complying with UL 300
 - b. Carbon dioxide extinguishing systems
 - c. Automatic fire sprinkler systems
21. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 meters) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
22. At LMFD's discretion the proposed project may be subject to other fire & life safety requirements at the time of building plan review.
23. Final approval is subject to field inspections. A minimum 48 to 72-hour notice is required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

LATHROP POLICE DEPARTMENT (LPD)

1. The applicant shall paint the address on the roof top for each individual building. The numbers shall be at least 3 feet tall, 2 feet wide, 9 inches apart, with 6-inch brush stroke with a color that contrast the roof top, top of numbers/letters should point north.
2. The applicant shall install dedicated lights in the parking lot that are properly maintained including the drive access.
3. The applicant shall install an indoor and outdoor recording security camera system that shall be maintained by the property owner and accessible to LPD with camera views covering all ingress and egress to all building(s) and parking areas. The quantity and location shall be reviewed and approved by LPD prior to issuance of an occupancy permit.
4. Where access to the development is restricted because of secured openings or where immediate access is necessary for life-saving or emergency purposes, a key "knox" box is required to be installed in an approved location. The key "knox" box shall be of an approved type and shall contain keys to gain necessary access as required by the police chief. In addition to key "knox" box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency vehicles.
5. The proposed landscaping for this project shall conform to the following CPTED measurements:
 - a. Maintain natural visible surveillance to building from parking lot and street.
 - b. Plants taller than 8 feet shall be trimmed up to 4 feet from ground.
 - c. Plans under 8 feet shall be trimmed to allow ground level surveillance.

ADMINISTRATIVE SERVICES

1. By exercising this approval, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Site Plan Review and Conditional Use Permit to the fullest extent permitted by law.

SAN JOAQUIN COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

See attached memorandum dated June 21, 2023.



Environmental Health Department

Jasjit Kang, REHS, Director

Munlappe Naidu, REHS, Assistant Director

PROGRAM COORDINATORS

Jeff Carrasco, REHS, RDI

Willy Ng, REHS

Steven Shih, REHS

Elena Manzo, REHS

Natalia Subbotnikova, REHS

June 21, 2023

To: City of Lathrop Community Development Department Planning Division
Attention: David Niskanen

From: Cesar Ruvalcaba (209) 953-6213
Lead Senior Registered Environmental Health Specialist

OK

RE: CUP-23-08, SPR-23-09, Referral, SU0015642, SU0015641
14101 S. Manthey Road (APN: 192-020-14)

The San Joaquin County Environmental Health Department (EHD) recommends the following conditions as a part of developing this project:

1. Any geotechnical drilling shall be conducted under permit and inspection by The Environmental Health Department (San Joaquin County Development Title, Section 9-601.010(b) and 9-601.020(i)).
2. Any abandoned wells or septic systems shall be destroyed under permit and inspection by the EHD (San Joaquin County Development Title, Section 9-605.010 & 9-601.020)

ENVIRONMENTAL CHECKLIST
SUMMARY OF PROJECT REQUIREMENTS

Summary of CEQA Project Requirements for the Ashley Warehouse Project

Requirement AG-1: Implement Lathrop Municipal Code Chapter 3.40 AGRICULTURAL MITIGATION FEE Section 3.40.030 Collection of Agricultural Mitigation Fee.

The Agricultural Mitigation Fee enacted pursuant to this chapter is to be collected by the city before the issuance of building permits, or at approval of any discretionary permit if no building permit is required. (Ord. 05-248 § 1)

Requirement AG-2: Require all development to coordinate with and participate with SJCOG in the SJMSCP Agricultural Mitigation Fee program as required.

Requirement AQ-1: Comply with SJVAPCD Rule 9510 Indirect Source Review

Requirement AQ-2: Comply with SSJVAPCD Regulation VIII for all sites and implementation control measures indicated in Tables 6-2 and 6-3 of the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts.

Requirement BIO-1: Compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP)

Requirement BIO-2: Compliance with the mitigation recommendations included within Biological Resources Analysis Report (Attachment A).

- VELB Buffer and/or Survey – VELB is a species covered by the SJMSCP (SJCOG 2000), and the incidental take minimization and mitigation measures outlined in the document are as follows:

“In areas with elderberry bushes, as indicated by the SJMSCP Vegetation Maps or per a preconstruction survey identification or other sources indicated in Section 5.2.2.3, the following shall occur:

 - A. If elderberry shrubs are present on the project site, a setback of 20 feet from the dripline of each elderberry bush shall be established.
 - B. Brightly colored flags or fencing shall be placed surrounding elderberry shrubs throughout the construction process.
 - C. For all shrubs without evidence of VELB exit holes which cannot be retained on the project site as described in A and B, above, the JPA shall, during preconstruction surveys, count all stems of 1" or greater in diameter at ground level. Compensation for removal of these stems shall be provided by the JPA within SJMSCP Preserves as provided in SJMSCP Section 5.5.4(B).
 - D. For all shrubs with evidence of VELB exit holes, the JPA shall undertake transplanting of elderberry shrubs displaying evidence of VELB occupation to VELB mitigation sites during the dormant period for elderberry shrubs (November 1 - February 15). For elderberry shrubs displaying evidence of VELB occupation which cannot be transplanted, compensation for removal of shrubs shall be as provided in SJMSCP Section 5.5.4 (C).”

If the elderberry shrub can be maintained on the project site, then a 20 ft. setback will need to be established around the shrub (See Figure 11). If the shrub cannot be maintained on the project site, then VELB exit hole surveys consistent with the USFWS protocol (USFWS 2017) will be performed prior to any ground disturbance. Depending on the results of this survey, either mitigation measure C or D above will be used.

- Pre-construction Reptile Survey – Both California glossy snake and San Joaquin coachwhip have a low potential to occur on the Property and therefore a pre-construction survey should be performed no more than 48 hours prior to ground disturbance or vegetation removal. Surveys would be required to determine presence/absence of this species. If the species are found to occur on the project site, then passive relocation methods should be attempted before ground disturbance.
- Pre-Construction Avian Survey – If project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds and raptors (birds of prey) in large trees adjacent to the project site should be conducted by a competent biologist 14 days prior to the commencement of the tree removal or site grading activities. Specific attention should be paid to the active Swainson's hawk nest that was identified across Dos Reis Road from the project site. As per the Incidental Take Minimization Measures for Swainson's hawk that are outlined in Section 5.2.4.11 of the SJMSCP (SJCOG 2000):

"If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest."

The dripline for the tree where the Swainson's hawk nest was observed is estimated to be 25 feet, making the required buffer for this nest 50 feet. The nest location and buffer are shown in Figure 11.

If any other birds listed under the Migratory Bird Treaty Act are found to be nesting within the project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 50 feet from the project activities for passerine birds, and a minimum of 250 feet for other raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s).

- Burrowing Owl Surveys – Burrowing owls were not identified on the project site during May 2021 survey. However, a burrowing owl pre-construction survey should take place before any construction activities commence. It is recommended that they be conducted whenever burrowing owl habitat or sign is encountered on or adjacent to (within 150 meters) a project site. Occupancy of burrowing owl habitat is confirmed at a site when at least one burrowing owl or its sign at or near a burrow entrance is observed within the last three years. If a burrowing owl or sign is present on the project site three additional protocol level surveys will be initiated. As per the incidental take minimization and mitigation measures outlined in the SJMSCO (SJCOG 2000): If burrowing owls are identified and work is to commence during the non-breeding season (September 1 through January 31), then the owls should be evicted from the project site by passive relocation as described in the CDFW's report on burrowing owls (1995). If work occurs during the breeding season (February 1 through August 31) then the burrows shall not be disturbed and will be provided with a 75-meter protective buffer. However, if it is determined that the birds have not begun laying eggs, or the juveniles from the occupied burrows are foraging independently and are capable of independent survival, then the burrows can be destroyed.
- Erosion Control – Grading and excavation activities could expose soil to increased rates of erosion during construction periods. During construction, runoff from the warehouse site could

adversely surrounding habitats and cause increased particulate matter to enter the storm drain system. Implementation of appropriate mitigation measures would ensure that impacts to aquatic systems would be avoided or minimized. Mitigation measures may include best management practices (BMP's) such as hay bales, silt fencing, placement of straw mulch and hydro seeding of exposed soils after construction as identified in the Storm Water Pollution Prevention Plan (SWPPP).

Requirement CUL-1: *Implement General Plan Action: RR 3b*

- RR-3b: Require all new development, infrastructure, and other ground-disturbing projects to comply with the following conditions in the event of an inadvertent discovery of cultural resources or human remains:
- A. If construction or grading activities result in the discovery of significant historic or prehistoric archaeological artifacts or unique paleontological resources, all work within 100 feet of the discovery shall cease, the Community Development Director shall be notified, the resources shall be examined by a qualified archaeologist, paleontologist, or historian for appropriate protection and preservation measures; and work may only resume when appropriate protections are in place and have been approved by the Community Development Director; and
 - B. If human remains are discovered during any ground disturbing activity, work shall stop until the Community Development Director and the San Joaquin County Coroner have been contacted. If the human remains are determined to be of Native American origin, the Native American Heritage Commission and the most likely descendants shall be consulted; and work may only resume when appropriate measures have been taken and approved by the Community Development Director.

Requirement GEO-1: *Implement recommendations presented in the Preliminary Geotechnical Engineering Report. Prepared by: Terracon Consultants, Inc. during the project design and construction.*

Requirement HAZ-1: *If the project will store, transport or handle hazardous materials the project shall be required to prepare and file a Hazardous Materials Business Plan (HMBP) with the City prior to issuance of Certificate of Occupancy.*

Project Requirement Hydro-1: *The project applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) that includes specific types and sources of stormwater pollutants, determine the location and nature of potential impacts, and specify appropriate control measures to eliminate impacts on receiving water quality from stormwater runoff. The SWPPP shall require treatment BMPs that incorporate, at a minimum, the required hydraulic sizing design criteria for volume and flow to treat projected stormwater runoff. The SWPPP shall comply with the most current standards established by the RWQCB, and the Lathrop Storm Water Program. Best Management Practices shall be subject to approval by the City Engineer and RWQCB.*

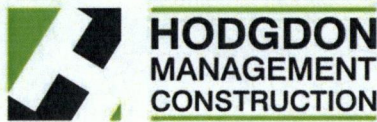
Project Requirement Hydro 2: *Prior to approval of the building permit, the project applicant shall submit a detailed Stormwater Control Plan constant with General Plan Action PFS-4.5, and the criteria set forth in the Lathrop Stormwater Program.*

Requirement N-1: *Implement General Plan Policy N-1.15, and Lathrop Municipal Code Section 8.20.110 (Construction of buildings and projects).*

- N-1.15 Construction Noise. Require construction activities to reduce noise impacts on adjacent uses to the criteria identified in Table N-3, or, if the criteria cannot be met,

to the maximum extent feasible complying with Title 15 of the LMC (Building and Construction) and use best practices. Construction activities outside of the permitted construction hours identified in the LMC may be approved on a case-by-case basis by the Building Official.

Lathrop Municipal Code Section 8.20.110 (Construction of buildings and projects) "It shall be unlawful for any person within a residential zone or within a radius of five hundred (500) feet therefrom, to operate equipment or perform any outside construction or repair work on buildings, structures or projects or to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction type device between the hours of ten p.m. of one day and seven a.m. of the next day, or eleven p.m. and nine a.m. Fridays, Saturdays and legal holidays, in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance unless beforehand a permit therefore has been duly obtained from the office or body of the city having the function to issue permits of this kind. No permit shall be required to perform emergency work as defined in Sections 8.20.010 through 8.20.040. (Prior code § 99.40)"



May 29, 2025

Rick Caguiat
City of Lathrop
Director of Community Development
390 Towne Centre Drive
Lathrop, CA 95330

Mr. Caguiat,

On November 13, 2023 the Lathrop City Council approved a conditional use permit authorizing development of an approximately 1.5 million square foot concrete tilt-up warehouse and showroom (the "Project") on the 89.82-acre parcel located at 14101 S. Manthey Road in Lathrop ("CUP-23-08"). Subsequently, the City Council approved a two-year extension of CUP-23-08 to November 13, 2028.

Nonetheless, as we proceed with the Project we need you to clarify our understanding regarding the City's interpretation of provisions in CUP-23-08:

- Clarification that CUP-23-08 conditionally authorizes the construction of an "up to" 1,486,607 sq. ft. concrete tilt-up building on a 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road and within the Central Lathrop Specific Plan Phase 2 Amendment area, and this approved use is not limited only to Ashley Furniture.
- Clarification that CUP-23-08 Condition #5 has been satisfied.
- Clarification that the project will be built in phases

Clarification that CUP-23-08 Authorizes Distribution and Retail Uses and Not Ashley Furniture Specifically

The CUP-23-08 final Consolidated Conditions of Approval for the Ashley Furniture Project authorize:

"[T]he construction of a 1,486,607 sq. ft. concrete tilt-up building on a 89.82-acre property located at the northwest corner of Dos Reis Road and Manthey Road and within the

Central Lathrop Specific Plan Phase 2 Amendment area. The proposed building will include an **up to** three-story, 24,000 sq. ft. office, **up to** two-story 110,260 sq. ft. retail outlet and showroom and a 1,352,347 sq. ft. warehouse distribution center. The project includes related on- and off-site improvements, including but not limited to off-street parking, lighting, landscaping, solid wall and wrought iron fencing, outdoor employee break area, paving, and street improvements (landscaping, curb, gutter, and sidewalk”

Based on our understanding of CUP, **CUP-23-08 does not include any conditions of approval either mandating that only Ashley Furniture may occupy, if at all, the Project facilities, or preventing any other business from occupying the facilities.** When we obtained CUP-23-08 for Ashley Furniture to be able to consolidate and expand its distribution facilities and retail showroom at its new location, it was our understanding that CUP-23-08 runs with the land and governs future uses on the Project site regardless of the specific business occupying the premises in accordance with the terms of CUP and Lathrop Municipal Code Section 17.112. Our attorney advised us that case law supports the notion that CUP-23-08 runs with the land. In *County of Imperial v. McDougal* (1977) 19 Cal.3d 510, 505, the California Supreme Court held that a succeeding landowner succeeds to any benefits which the predecessor in title enjoyed under the conditional use permit. If the preceding landowner would have been allowed to carry on the business in the manner the successor was operating within the permit, there is no requirement to secure a new CUP or amend the existing CUP. (*County of Imperial, supra*, 19 Cal.3d at 510.)

Based on our reading of CUP-23-08, the approval does not include any conditions requiring that **only Ashley Furniture occupy the completed facility, or that future tenants would need to apply for their own CUP specific to their business.**

Regardless of the entity building and occupying the Project, we request that the City Council confirm that the CUP-23-08 authorizes the development of the Project as contemplated in the CLSP-Phase 2, zoning, and the CUP as long as the future end user complies with the CUP-23-08 Conditions of Approval. **The CUP also does not prohibit any other businesses from occupying the Project in the event Ashley Furniture is unable to occupy the entire space as long as the project complies with all CUP-23-08 Conditions of Approval.**

Clarification that CUP-23-08 Authorizes Development of “Up to” the Total Size of the Project

We understand that CUP-23-08 also does not mandate that the facility must include *all* specific components of the facility, or at the precise square footages, indicated in the Project. In this regard, **CUP-23-08 states the amount of development will be “up to” and not the exact amount of square footage of each type of use included in the Project.** Uses that are approved up to the maximum square footage include warehouse, retail, office uses; however, **the CUP does not state that Ashley or any other user must build or occupy the square footage for all of these uses.**

Clarification that CUP-23-08 Allows for a Phase Development

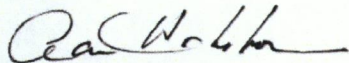
We need **confirmation the project may be built and occupied in multiple phases under the existing approvals and conditions without the loss of the entitlement,** even if permitting and construction of additional phases occur after the current expiration of CUP-23-08, which expires November 2028.

Clarification Regarding CUP-23-08 Condition of Approval (Public Works) #5

CUP-23-08 includes traffic related conditions including routing all trucks to the north (with only the smaller delivery trucks to the south), constructing the necessary off-sites and installing the agreed traffic mitigation matters among other elements. As the City is aware, Ashley completed traffic counts at Lathrop Road/I-5 NB Ramp in accordance with CUP Condition of Approval (Public Works) #5 prior to the City Council's approval of the Project CUP-23-08. We request that the City confirm that no further traffic counts are required at this location so long as the development complies with the existing approved traffic counts/use authorized by the approved CUP-23-08.

We look forward to working with staff to document our interpretation in a resolution or other such documents recommended by staff.

Regards,



Aaron W. Hodgdon

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ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)

RECOMMENDATION: City Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Adopt Resolution Accepting the Status of City of Lathrop Employee Vacancies and Recruitment and Retention Efforts as Required by Assembly Bill 2561 (Government Code Section 3502.3)**

SUMMARY:

In September 2024, Governor Newsom approved Assembly Bill 2561 which requires public employers to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year, prior to the adoption of the budget. This bill also entitles the recognized employee organizations to be present at the hearing. Representatives for the recognized employee organizations, Service Employees International Union (SEIU) 1021, Lathrop Mid-Manager's and Confidential Employee's Association (LMCEA) and Lathrop Police Officer's Association (LPOA) were notified of tonight's Public Hearing. If they elect to, a representative for bargaining units have the right to make a presentation during the Public Hearing. Additionally, if the number of vacancies within a single employee organization meets or exceeds 20% of the total number of authorized full-time positions, the City, upon request of the recognized employee organization, is required to include additional information about the vacancies during the public hearing.

This presentation is for informational purposes only regarding the status of the City's vacancies, recruitment and retention efforts. Council may identify any necessary changes to policies, procedures and recruitment activities that may lead to obstacles in the hiring process.

BACKGROUND

Assembly Bill 2561 added section 3502.3 to the Government Code. This section mandates the following:

1. Public Agencies shall present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.
2. If the governing board will be adopting an annual or multi-year budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)**

3. During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.
4. The recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit.

Additionally, if the number of job vacancies within a single employee organization meets or exceeds 20 percent of the total number of authorized full-time positions, the City is required to notify the appropriate bargaining unit and, upon request, include additional information during the public hearing. The vacancy rate did not exceed 20% for any of the bargaining units during 2024. We are currently at an overall vacancy rate of 7.92%

Vacancies and Recruitment and Retention Efforts

The position information and vacancy rates for each of the recognized employee organizations as of 12/31/24 are as follows:

	Budgeted FTE	Active FTE	Total Vacancies	Vacancy Rate
Part Time Positions	9.45	9.45	0	0%
Unrepresented	18	18	0	0%
SEIU	72	67	5	6.94 %
LMCEA	49	44	5	10.20%
LPOA	41	36	5	12.20%
TOTAL	189.45	169.57	15	7.92%

Changes to Policies and Procedures

There are no changes being recommended to policies or procedures which would have an impact on recruitment and retention efforts at this time for any of the recognized employee organizations.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)****Recruitment and Retention Efforts**

All City positions are posted on the City website and Governmentjobs.com. The City has been utilizing Governmentjobs.com as a platform to post recruitments and accept applications for all positions since 2019. Additionally, the City posts open positions on industry specific job boards such as American Society of Civil Engineers, American Public Works Association, Parks and Recreation Association and the Commission on Peace Officer Standards and Training (POST), as appropriate to the recruitment.

Currently, the City contracts with CalPERS to offer medical plans to our employees and retirees. Vision and dental plans are offered through Principal Insurance. Currently, the City provides \$2,093/month towards medical, dental and vision premiums. This amount is determined by the negotiated Memorandum of Understanding (MOU) with each of the bargaining units. In January 2025, staff began looking into other options for medical, dental and vision plans to seek out plans with comparable coverage and lower premiums. However, we do not expect to have all final data to consider until July 2025. Lowering the cost of medical premiums would lower our employees' out-of-pocket costs, aid our recruitment efforts to attract top talent, maintain employee morale and assist with retention efforts for all the bargaining units.

Additional recruitment and retention incentives advertised with all job postings include \$3,000 tuition reimbursement per calendar year, the ability to convert up to 40 hours of sick leave to vacation per calendar year, vacation cash out options for both exempt and non-exempt employees and post-retirement medical benefits.

We have various recruitment efforts in place for our sworn positions. The following recruitment incentives are currently being utilized and advertised in the sworn job position postings.

Resolution 23-5245 was approved by the City Council on April 10, 2023 and provides for the following recruitment incentives to be utilized at the discretion of the City Manager.

- Vacation accrual hours shall include years of service at the agency the employee was employed with as a sworn officer prior to being hired by the City.
- Newly hired sworn personnel will be provided an initial vacation and sick leave bank of 40 hours upon hire.
- Classic CalPERS members receive an annual contribution to their Deferred Compensation plan based on their position title.
 - Chief: \$5,000 (\$192.31 per pay period)
 - Captain: \$4,000 (\$153.85 per pay period)
 - Lieutenant: \$3,500 (\$134.62 per pay period)
 - Sergeant and Lateral Officer: \$3,000 (\$115.39 per pay period)
- Signing Bonus Sworn personnel hired will receive a cash bonus of \$5,000 upon hire.

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)**

Resolution 24-5469 was approved by the City Council on February 12, 2024 and provides a forgivable loan of \$10,000 to encourage public safety personnel to live within the City. The funds are to be used for a down-payment on a home in the City and the loan is forgiven at rate of 10% each year if staff retains their primary residence in Lathrop and remains a full-time employee of the City.

REASON FOR RECOMMENDATION:

As of January 2025, annual reporting is a requirement of Government Code Section 3502.3. This report is being provided to meet this requirement.

FISCAL IMPACT:

Staff time to prepare this report.

ATTACHMENTS:

- A. Resolution to Accept the Status of the City of Lathrop Employee Vacancies and Recruitment and Retention Efforts Required by Assembly Bill 2561 (Government Code Section 3502.3)

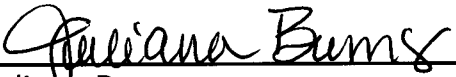
CITY MANAGER'S REPORT

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JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

**CONSIDER STATUS OF CITY OF LATHROP EMPLOYEE VACANCIES AND
RECRUITMENT AND RETENTION EFFORTS AS REQUIRED BY ASSEMBLY BILL
2561 (GOVERNMENT CODE SECTION 3502.3)**


APPROVALS:



Juliana Burns
Director of Human Resources

6/4/2025

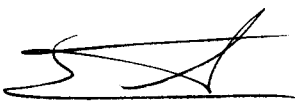
Date



Cari James
Director of Finance

6/4/2025

Date



Salvador Navarrete
City Attorney

6.4.2025

Date



Stephen J. Salvatore
City Manager

6.5.25

Date

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT THE STATUS OF THE CITY OF LATHROP EMPLOYEE VACANCIES AND RECRUITMENT AND RETENTION EFFORTS REQUIRED BY ASSEMBLY BILL 2561 (GOVERNMENT CODE SECTION 3502.3)

WHEREAS, in September 2024, Governor Newsom approved Assembly Bill (AB) 2561 which requires public employers to present the status of vacancies and recruitment and retention efforts at a public hearing at least once per fiscal year; and

WHEREAS, AB 2561 requires that if the governing board will be adopting an annual or multi-year budget during the fiscal year, the presentation shall be made prior to the adoption of the final budget; and

WHEREAS, during the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process; and

WHEREAS, AB 2561 requires that the recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing at which the public agency presents the status of vacancies and recruitment and retention efforts for positions within that bargaining unit; and

WHEREAS, if the number of job vacancies within a single employee organization meets or exceeds 20 percent of the total number of authorized full-time positions, the City is required to notify the appropriate bargaining unit and, upon request, include additional information during the public hearing; and

WHEREAS, a Public Hearing notice was published with the Manteca Bulletin on May 28, 2025; and

WHEREAS, representatives of Service Employees International Union (SEIU) 1021, Lathrop Mid-Manager's and Confidential Employee's Association (LMCEA) and Lathrop Police Officer's Association (LPOA) were notified of the Public Hearing; and

WHEREAS, the vacancy rate does not meet or exceed 20% for any of the bargaining units; and

WHEREAS, the City has identified recruitment and retention efforts; and

WHEREAS, the presentation was made during a public hearing prior to the adoption of the final budget for the Fiscal Year 2025/26.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the status of the City of Lathrop employee vacancies and recruitment and retention efforts as required by Assembly Bill 2561 (Government Code Section 3502.3)

The foregoing resolution was passed and adopted this 9th day of June 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
JUNE 09, 2025, CITY COUNCIL REGULAR MEETING****ITEM: ESTABLISH THE LATHROP POLICE DEPARTMENT
EXPLORER PROGRAM****RECOMMENDATION: Adopt a Resolution to Establish the Lathrop Police
Department Explorer Program**

SUMMARY:

On May 12, 2025, staff presented the details of the proposed Explorer Program and requested City Council input. During the meeting, Council members reviewed and discussed the proposed program. This report incorporates Council feedback to provide data in support of establishing an Explorer Program.

The City of Lathrop Police Department (LPD) is proposing an Explorer Program, as a youth development initiative aimed at engaging younger Lathrop residents, and/or students, who have an interest in law enforcement or public service. The Explorer Program is an academic and mentorship program that provides participants with an opportunity to gain hands-on experience in law enforcement by shadowing police officers, learning from industry professionals, and participating in real-world law enforcement activities.

Tonight, Staff requests council approval of a resolution to establish a Police Explorer Program through the Lathrop Police Department to engage local youth in public safety careers, improve community-police relations, and support leadership development among participants.

BACKGROUND:

The Police Explorer Program is a career-oriented initiative operating under the broader exploring umbrella, which is part of Learning for Life, a subsidiary of the Boy Scouts of America. It offers youth ages 14–20 the opportunity to learn about law enforcement careers through hands-on training, mentorship, and community service.

Law enforcement agencies nationwide have adopted Explorer programs to build positive relationships with youth and foster interest in public safety careers. The program supports personal development, provides a structured environment, and offers an early pipeline for recruitment.

ANALYSIS

In 2021, The City of Lathrop conducted a survey of community members seeking feedback on the Lathrop Police Department's policing philosophy. The survey indicated it was very important that the City of Lathrop Police Department practice community policing. The Explorer program will help law enforcement and the youth in the community establish mutual trust and cooperation and create career

opportunities for community members to become police officers in the city they live-which are key elements of community policing.

This report contains data to support the effectiveness of Law Enforcement Explorer programs at reaching its goals. The Lathrop Police Department collected data from a Law Enforcement Explorer program research study, an external survey of regional law enforcement agencies, and an internal survey of the Lathrop Police Department.

Law Enforcement Research Study

Kathryn McCurdy's 2006 paper, *"Are Explorer Programs Effective Recruiting Tools for Law Enforcement Agencies?"* examines the efficacy of Explorer programs in fostering youth interest in law enforcement careers. These programs, affiliated with Learning for Life and the Boy Scouts of America, serve as a bridge between young individuals and law enforcement agencies by providing youth with hands-on experiences in law enforcement, aiming to develop leadership, and life skills.

A key point of analysis is the structure of these programs, which typically include training, mentorship, and ride-along opportunities. McCurdy also evaluates whether the cost of maintaining such programs is justified by the recruitment returns they provide. Through surveys and interviews with both law enforcement personnel and former Explorers, the study examines the real-world impact of these initiatives.

Key Findings:

- **Program Reach:** Approximately 50,000 youth participate in over 4,000 law enforcement Explorer posts across the United States.
- **Recruitment Potential:** Many law enforcement agencies utilize Explorer programs as a recruitment tool, with some hiring directly from these programs.
- **Influence on Career Choices:** Former Explorers often cite the program as a significant influence on their decision to pursue law enforcement careers.
- **Program Benefits:** The program emphasizes career opportunities, leadership experience, character education, citizenship, and life skills.
- **Skill Development:** Participants develop essential skills, including leadership, teamwork, and problem-solving, which are crucial for a successful career in law enforcement.
- **Career Pathway:** The programs serve as a recruitment pipeline, with many former Explorers pursuing careers in law enforcement, thereby addressing staffing challenges within agencies.
- **Community Engagement:** By involving youth in community-oriented activities, Explorer programs enhance the relationship between law enforcement agencies and the communities they serve.

Law enforcement agencies in this study reported a noticeable trend of hiring former Explorers, reinforcing the idea that these programs serve as effective recruiting pipelines, influence career choices, improve community police relationships, and develop leadership skills in youth.

External Survey Overview

An external survey was distributed to seventeen regional law enforcement agencies identified as operating active Explorer or Cadet Programs, with the goal of collecting data on program structure, outcomes, costs, and perceived value. Of the seventeen agencies contacted, five acknowledged receipt of the survey, and three submitted completed responses at the time of this writing. The agencies that responded expressed strong support for their respective Explorer programs, emphasizing their positive impact on youth development, recruitment efforts, and community engagement.

Sacramento County Sheriff's Office Explorer Program: The Sacramento County Sheriff's Office Explorer Program is a volunteer-led initiative that provides youth with direct exposure to law enforcement careers. Operated by a deputy and a team of volunteer deputies—many of whom are program alumni—the program receives limited logistical support from the department, such as overtime funding and a transport van, but relies entirely on fundraising through a nonprofit structure for operational costs. Although they do not have a formal GPA requirement, participants must adhere to a code of conduct. Enrollment averages between 20 to 30 explorers annually, with a peak of 45 before the COVID-19 pandemic. Applicants pay a \$100 fee, partially refundable upon the return of uniforms funded by donations.

The program has produced 16 graduates now working in law enforcement, with one to two hired annually by the department. However, formal graduation tracking is limited due to varying participant goals. Explorers are deeply involved in department and community events, such as training scenarios and public outreach, and are encouraged to engage in a wide range of activities tied to the Sheriff's Office. The program is viewed as a vital tool for recruitment and community engagement, with its primary value rooted in teaching leadership, service, and civic partnership while helping bridge the gap between law enforcement and the community.

Tracy Police Department Explorer Program: The Tracy Police Department Explorer Program sets academic and behavioral expectations for its participants, requiring a minimum 2.0 GPA and conducting routine grade checks to ensure standards are met. The program enrolls about 10 to 12 Explorers annually, offering structured meetings twice a month and unlimited ride-alongs with curfew restrictions for minors. Explorers are required to participate in at least one major competition and are encouraged to attend others, including a two-week academy hosted by the Alameda County Sheriff's Office. With a low attrition rate—only two removals in the past two years—the program has proven to be stable and cost-effective, averaging \$700 per Explorer annually, plus additional competition costs.

The program's strength lies in its expert-led, hands-on training approach, shaped by experienced advisors including officers, detectives, and SWAT members. Since a leadership shift two years ago, the curriculum has transitioned from lecture-based instruction to practical, scenario-driven learning aligned with youth engagement styles. Explorers now undergo a probationary period and must pass a radio codes

test to fully join, ensuring commitment and conserving resources. This comprehensive model has proven successful, with over 20 former Explorers pursuing careers in law enforcement or related roles, including several currently employed by the City of Tracy.

Val Verde USD Police Department Explorer Program: The Val Verde Unified School District Police Department's Explorer Program places a strong emphasis on academic achievement, requiring a minimum GPA of 2.5 for eligibility and continued participation. With an annual enrollment of 12 to 18 students, the program offers personalized mentorship and hands-on experiences. It boasts a high graduation rate of about 85%, with most departures resulting from academic difficulties or personal circumstances. The program operates on a modest annual budget of \$7,000 to \$10,000, covering essentials such as uniforms, training materials, and participation in regional events. Explorers take on active roles in traffic and crowd control, administrative tasks, supervised ride-alongs, and regular training sessions that focus on ethics and law enforcement fundamentals.

A significant outcome of the program is its success in guiding youth toward careers in public safety, with approximately 65–75% of graduates pursuing professions in law enforcement, corrections, or related fields. While the department does not directly hire from the Explorer ranks, it serves as a vital stepping-stone for aspiring officers, including roles like Correctional Deputies in the Riverside County Sheriff's Department. More than just a training initiative, the program cultivates discipline, leadership, and civic responsibility, helping students become respected figures in their schools and communities. Ultimately, the Explorer Program acts as a meaningful bridge between students, law enforcement, and the broader community, fostering personal growth and professional direction.

Internal Survey Overview

An internal survey was distributed to all sworn and non-sworn personnel of the Lathrop Police Department to assess prior involvement in Police Explorer Programs or other youth-focused law enforcement or leadership initiatives. The objective was to evaluate the extent of staff engagement with these types of programs and to understand their perceived impact on career development within the field of law enforcement. Additionally, the survey aimed to gauge interest and attitudes toward serving as mentors or advisors in future youth programs, helping inform the department's capacity to support the implementation of the Explorer Program.

Internal survey results from the Lathrop Police Department revealed that five officers reported prior involvement in a Law Enforcement Explorer Program, either as former Explorers or as advisors at previous agencies. All five credited the program with significantly influencing their decision to pursue careers in law enforcement. Four of these officers are currently interested in becoming advisors for the department's own Explorer Program, demonstrating a continued commitment to youth engagement and mentorship. In addition to their input, several other officers—though not personally

involved in such programs—offered insights into the potential benefits and considerations of implementing a local Explorer initiative.

Additional respondents emphasized the broader value of youth-oriented law enforcement programs, highlighting their role in building community trust and providing positive early exposure to policing. Officers noted that such programs help humanize the profession and can serve as effective recruitment tools, especially when paired with regional events and competitions that showcase department culture and attract motivated youth. Some described Explorer Programs as “grow from within your own community” pipelines, helping to develop well-prepared, loyal candidates for future positions. The collective feedback underscored strong departmental support for launching or expanding an Explorer Program, citing its impact on youth development, community relations, and long-term recruitment strategies.

REASON FOR RECOMMENDATION:

The proposed Lathrop Police Department Explorer Program represents a proactive investment in both community engagement and the future of law enforcement. Research and regional outreach confirm that such programs are effective in recruiting, mentoring, and preparing young individuals interested in public service. By implementing this program, the City of Lathrop can strengthen community-police relationships, offer leadership opportunities to local youth, and build a pipeline of future officers who are already knowledgeable about the department’s values and operations. This aligns with broader goals of the City of Lathrop by implementing a community-oriented policing program.

In addition to its benefits for participating youth, the Explorer Program enhances the department’s visibility and fosters public trust. The department is committed to tracking key data points such as participation, retention, and long-term outcomes to evaluate the program’s effectiveness and guide future improvements. Research further supports the value of Explorer Programs as strategic tools for law enforcement agencies seeking to cultivate the next generation of officers, making this a meaningful and impactful program for the City to adopt and potentially expand.

FISCAL IMPACT:

Staff is requesting that the proposed Explorer Program be funded by fees collected through the Cannabis Business Tax as outlined in the Development Agreement with the City’s Authorized Cannabis Operator. Staff is proposing to use the 50% allocation to the Police Department to be used to fund the program startup and ongoing expenditures of the proposed Explorer Program. Thereafter, these funds will be incorporated into the biennial budget process if the City Council elects to establish the Explorer Program.

CITY MANAGER'S REPORT
JUNE 09, 2025, CITY COUNCIL REGULAR MEETING
ESTABLISH THE LATHROP POLICE DEPARTMENT EXPLORER PROGRAM

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Explorer Program Expenses

Category	Details
Start-up Expense	
Room Upfit	Meeting space enhancements (storage lockers), Projector
Equipment	Training, program materials, supplies
Annual Operating Expense	
Uniforms & Duty Gear (20 Explorers)	Includes Uniform, Duty Belt/Equipment, Training Gear, Jacket
Scouting of America Fees	Registration, Liability Insurance
Advisor Overtime	Overtime as needed for events, meetings
Explorer Competitions (3 Events)	Covers registration, travel, lodging, and meals
Recognition	Proficiency awards, program graduation
Contingency Reserve	For unexpected costs or enhancements
One-Time Expense	
Training Simulator	Use-of-Force, de-escalation, Police Advisor certification
Transportation Van (10-12 Passenger)	Purchase of a van suitable for transporting Explorers

CITY MANAGER'S REPORT
JUNE 09, 2025, CITY COUNCIL REGULAR MEETING
ESTABLISH THE LATHROP POLICE DEPARTMENT EXPLORER PROGRAM

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ATTACHMENTS:

- A. A Resolution to establish the Lathrop Police Department Explorer Program
- B. City of Lathrop Police Department Explorer Program
- C. McCurdy, K. (2006). Are Explorer Programs Effective Recruiting Tools for Law Enforcement Agencies?
- D. Internal and External Survey Questions, and Comparative Data Chart

**CITY MANAGER'S REPORT
JUNE 09, 2025, CITY COUNCIL REGULAR MEETING
ESTABLISH THE LATHROP POLICE DEPARTMENT EXPLORER PROGRAM**

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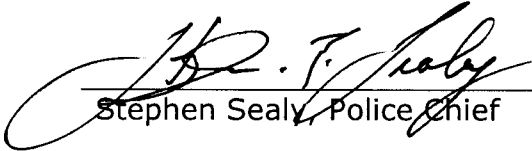
APPROVALS:



Richard Barries, Police Captain

6/5/25

Date



Stephen Sealy, Police Chief

6/5/2025

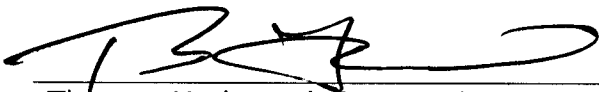
Date

 FOR C.J.

Cari James, Finance Director

6/5/2025

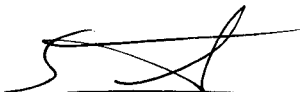
Date



Thomas Hedegard, Deputy City Manager

6/5/2025

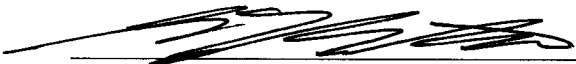
Date



Salvador Navarrete, City Attorney

6-5-2025

Date



Stephen J. Salvatore, City Manager

6.5.25

Date

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
ESTABLISH A POLICE EXPLORER PROGRAM TO ENGAGE LOCAL YOUTH IN
LAW ENFORCEMENT EDUCATION AND COMMUNITY SERVICE**

WHEREAS, the City of Lathrop is committed to fostering community engagement, public safety, and positive youth development through programs that encourage civic responsibility and law enforcement education; and

WHEREAS, the Police Explorer Program is a nationally recognized initiative, affiliated with Learning for Life and the Boy Scouts of America, that provides young individuals aged 14–20 with firsthand experience and mentorship in the field of law enforcement; and

WHEREAS, the Lathrop Police Department has proposed the formal implementation of a Police Explorer Program to offer youth an opportunity to learn about careers in law enforcement, develop leadership skills, and engage in community service; and

WHEREAS, the City Council recognizes the value of the Police Explorer Program in promoting transparency, trust, and collaboration between local youth and the police department; and

WHEREAS, the City seeks to support the successful and sustainable operation of this program through formal recognition, adequate resourcing, and interdepartmental cooperation; and

WHEREAS, the Lathrop Police Department proposes to fund the program startup and ongoing expenditures with the 50% allocation of fees collected through the Cannabis Business Tax.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby establishes the Lathrop Police Department Explorer Program as described in Attachment B to the staff report that accompanied this resolution.

PASSED AND ADOPTED this 9th day of June 2025, by the following vote:

AYES:

NOES:

ABSENT:

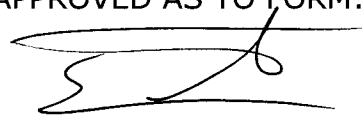
ABSTAIN:

PAUL AKINJO, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

LATHROP POLICE DEPARTMENT EXPLORER PROGRAM

Participant Age Limit: Lathrop residents/students between the ages of 14 and 20. Minimum of five participants in each cohort with a maximum of 20 participants.

Purpose: The Explorer Program is an academic and mentorship program that provides participants with an opportunity to gain hands-on experience in law enforcement by shadowing police officers, learning from industry professionals, and participating in real-world law enforcement activities.

Activities: Explorer Program participants, or Explorers, will participate in classroom lectures, teamwork exercises, patrol ride-a-longs, fieldwork training, physical training, and interactions with guest speakers from various law enforcement sectors. Explorers will also participate in community events and related Explorer Program competitions. These experiences aim to develop responsibility, leadership skills, and a sense of community service among Explorers while learning about the educational requirements for a career in law enforcement.

Requirements: Must be a City of Lathrop resident or student, parental consent, may include a background check, must be in good academic standing, and may be required to sign a year commitment to complete the program.

Applicants who have a prior conviction for a criminal offense are ineligible per the Law Enforcement Explorer Program Guidelines. Additionally, Explorers must maintain a minimum of a 2.0 cumulative grade point average. An applicant can apply if they have under a 2.0 cumulative grade point average; however, at the time of appointment they must have a 2.0.

Application & Selection Process: On an annual basis, commencing in January, the Police Department will begin the application process for the annual Explorer Program cohort. The appointed Explorers will serve from July 1 to June 30 and can continue as an Explorer each subsequent year for up to six consecutive years or until they are no longer eligible or are no longer interested. The Police Department will continue to recruit each year up to the maximum number of 20 Explorers. Explorers will be selected based on the date of application and successful completion of a background check.

Benefits: The Explorer Program aims to promote positive relationships between law enforcement and youth. Positive interactions through the Exploring program help law enforcement and community members establish mutual trust and cooperation, which are key elements of community policing. The program also serves as a recruitment tool for the Police Department by engaging the next generation of law enforcement professionals with a deep-rooted interest in successful community policing. Upon successful completion of the program, Explorers will receive a Certification of Completion and a Letter of Recommendation from the Lathrop Police Department to be used for college admissions and/or prospective employers.

Program Mentors: The program includes Explorer Advisors who are sworn Lathrop Police Officers, to lead the Explorer Program's activities and offer mentorship to the Explorers. Explorer Advisors will consist of School Resource Officers, officers interested in working with youth, and officers who have prior experience as an Explorer. These officers will guide the youth through

various training sessions, ride-a-longs, and community service opportunities. Explorer Advisors will coordinate transportation to community events and Explorer competitions. Additionally, select community members and City of Lathrop employees may contribute by helping with logistics, event support, and mentorship and resources for the Explorers. Explorer Advisors will assist with recruitment, review applications, conduct interviews and complete a background review. There will be a minimum of three Explorer Advisors in the program to ensure adequate supervision in case one of the Explorer Advisors is not available for a meeting or an event.

Learning for Life - Boy Scouts of America

The proposed Explorer Program operates under the broader exploring umbrella, which is a part of Learning for Life, a subsidiary of the Boy Scouts of America (BSA). The proposed Explorer Program falls within the Scouting America Greater Yosemite Council. As such, the program follows Learning for Life guidelines. Interested youth and their parents must complete a youth application form, sign the Explorer contract, and review the guidelines provided by the BSA and LPD. These documents set forth the expectations for behavior, participation, and commitment within the program. Additionally, parental consent is required for all youth participants. While direct parental involvement is not a formal requirement of the proposed Explorer Program, parents or guardians play a supportive role in their child's participation.

They are required to sign waivers acknowledging the physical and legal risks associated with the program, as it includes activities such as physical training, ride-a-longs, and community patrol support. Parental support is also essential in ensuring that Explorers attend scheduled meetings and events and maintain the standards of conduct and performance expected by the program. Open communication between program leaders and parents helps reinforce the structure and accountability that contributes to the Explorers' success.

To form a successful Explorer Post, a minimum of five youth members is required. However, it is recommended to start with a group of 10 to 20 youth to ensure that the program is sustainable, as some participants may drop out or miss meetings. A larger group can also create a more dynamic and engaging environment, allowing for better peer interactions and increased participation in group activities. The Explorer program provides general liability insurance through Learning for Life, covering participants in case of accidents, injuries, or other unforeseen incidents that may occur during official activities. This insurance ensures that both youth participants and Advisors are covered.

Essential Rules & Requirements – Background Checks

Explorers and Advisors who participate in the program will undergo background checks as part of the program's safety protocols. The Department of Justice (DOJ) clearance is required for both youth participants (if necessary) and adult leaders to ensure that they meet the safety and legal standards necessary for involvement in such a program. These background checks help ensure that all participants are trustworthy and suitable for working in a law enforcement environment and with youth. Advisors are required to complete Youth Protection Training through Learning for Life.

The Explorer manual provides comprehensive guidelines on the expectations, rules, and procedures of the program. It outlines the responsibilities of both the youth participants and adult leaders, as well as the code of conduct that must be followed. The manual includes information on safety protocols, behavioral expectations, and event participation. It is a key resource for new Explorers, helping them understand the program's structure and requirements. The manual also serves as a tool for adult mentors to ensure the program operates in a consistent, professional, and ethical manner.

Rules and regulations within the proposed Explorer Program are enforced through structured oversight by Advisors. Participants are expected to maintain high standards of behavior, academic performance, and physical readiness. Violations of program rules may result in disciplinary actions, including counseling, suspension, or removal from the program if deemed necessary. Officers who serve as mentors play a key role in upholding discipline and guiding Explorers to develop leadership, responsibility, and professionalism in all aspects of their participation.

Additional Details of the Program

The program intends to bring together law enforcement professionals, youth, and the community to create a mutually beneficial learning environment. The activities in the proposed Explorer Program are both varied and immersive, designed to provide comprehensive learning experiences. Explorers will receive classroom instruction on law enforcement topics such as criminal law, self-defense tactics, arrest procedures, and understanding search and seizure laws. Along with theoretical knowledge, they participate in physical training designed to develop fitness, discipline, and endurance, which are all essential traits for law enforcement officers.

Explorers also take part in community service activities, such as assisting with traffic control and community engagement at public events, helping during city functions like parades, bicycle safety rodeos, and festivals. Furthermore, Explorers have the unique opportunity to participate in ride-alongs, where they accompany officers during their shifts and gain firsthand experience of police work in action. Guest speakers from various law enforcement sectors often visit to discuss specific fields like traffic enforcement, investigations, SWAT and community policing, offering Explorers insight into the diversity of careers available within law enforcement.

Training for Explorers participating in a Ride-Alongs will include completion of the agency's basic training curriculum for Explorers, along with methods and techniques used in patrol operations and related police services, traffic control, telecommunications procedures, patrol vehicle/conveyance systems and equipment familiarization, policy and standard operating procedures for Explorers, and spontaneous emergency protocols. Explorers must also undergo Youth Protection: Personal Safety Awareness training, to include assertive and practical prevention and cessation procedures. Youth Protection training materials are available through the local Learning for Life representative.

Explorers will always remain under the supervision of a law enforcement officer during a Ride-Along. Parental consent, and a hold harmless and release form will be required. Explorers 16 and older will be eligible for Ride-Alongs. Explorers under the age of 18 are prohibited from

participating in a Ride-Along between 10 PM and 6 AM. The types of activities that Explorers are typically allowed to assist with during a Ride-Along include, but are not limited to:

1. Observation.
2. Traffic control.
3. Telecommunications support.
4. Administration of first aid assistance.
5. Perimeter control at accident or crime scenes.
6. Note taking that may aid the law enforcement officer or assistance with completing incident or other forms.

Explorers must not have a prior conviction for a criminal offense and must maintain a minimum of a 2.0 cumulative grade point average, as the program aims to develop responsible, disciplined individuals who will positively contribute to their community. In addition, Explorers must undergo a thorough background review to assess character and integrity that will include interviews with teachers and employers if applicable. The program is ideal for youth interested in pursuing careers in law enforcement, criminal justice, or other public service fields, but it also provides valuable skills and experience for anyone looking to develop leadership and teamwork abilities.

The proposed Explorer Program will run year-round, with weekly meetings that range from one to three hours. These sessions are filled with a mix of physical training, law enforcement instruction, and hands-on activities. In addition to the weekly meetings, Explorers will have the opportunity to participate in community events, and Explorer competitions. Absences will be excused for illness, emergencies, school activities, family events, or other situations approved by an Explorer Advisor. Explorers are expected to participate in the program for a minimum of eight hours per month.

The program is designed to allow Explorers to stay involved as long as they are eligible, typically until they reach the age of 20. This extended duration gives participants time to accumulate a wide range of experiences, develop their skills, and even decide if they want to pursue a career in law enforcement or public service after completing the program.

Explorers in the Explorer Program are expected to maintain a professional appearance, wearing a uniform that distinguishes them from actual police officers but still mirrors aspects of a law enforcement uniform. The uniform typically includes a police explorer badge, a uniform shirt (often light blue or khaki) with the program's logo, and matching BDU style pants and a basic duty belt that align with the professional standard of a law enforcement officer. Additionally, Explorers may wear a hat or cap with identification and a name tag for easy recognition.

For physical training and certain activities, Explorers might be required to wear fitness gear such as athletic shorts, t-shirts, and running shoes. The uniform and appearance standards are designed to teach Explorers professionalism, respect for authority, and the importance of presenting themselves well in any career setting.

Are Explorer Programs Effective Recruiting Tools for Law Enforcement Agencies?

Kathy McCurdy

Abstract

One of the greatest challenges facing law enforcement agencies today is the recruitment of qualified applicants. Many law enforcement agencies have a law enforcement exploring program in place at their agencies that could be used to obtain applicants. Information was obtained from various law enforcement agencies as to whether they recruit or hire from their law enforcement exploring program and to what extent. Information was also obtained from law enforcement officers who were previous explorers to find out how much law enforcement exploring influenced their decision to enter law enforcement as a career.

Introduction

Exploring is a national career education program for young people, between the ages of 14 and 21. It is affiliated with the Boy Scouts of America, Learning for Life division and has been around since the 1960's. Each group of young people is called a post and is assisted by adult leaders called advisors. Each law enforcement post is affiliated with one or more law enforcement department or agencies. There are currently around 50,000 young men and women involved with around 4,000 law enforcement explorer posts throughout the United States. These include Police, Sheriffs, federal agencies, universities, and corporate law enforcement posts. (J. Kaminski, personal communication, September 7, 2006.)

Exploring's purpose is to provide experiences to help young people mature and to prepare them to become responsible and caring adults. The program also has five areas of emphasis: career opportunities, leadership experience, character education, citizenship, and life skills. There are many different types of vocational exploring posts that include aviation, law enforcement, skilled trades, business, health, law, communications, science, engineering, social services, fire and emergency services, and arts and humanities. Each law enforcement post operates their program a little differently according to the agency needs and resources.

Prior research has pointed to many factors that affect young people in regards to career decisions. One of these factors is the amount of information and understanding they have about potential careers. According to a recent Canadian survey, many students are undecided about careers because they lack information about the workplace and do not understand the link between academic subject and the requirements of work. The Educational Resources

Information Center (ERIC) suggests career education with the community and employers taking a major role. (Marceau, 1995, p. 2)

Another factor is experience. Students need to have exposure to the career and job skills to gain the experience needed to select a career. Students ages 13-18 surveyed for the year 2003-2004 say that their greatest influence when it comes to choosing careers is their own experience. (Hart, 2003)

Of course peers and family influence young people in career decisions. Studies find that interactions with peers focusing on career-related issues are correlated with more information-seeking behaviors. Friends are found to be an important role in the information gathering process in activities focusing on career exploration. Parents, too play an important role in the information gathering process. (Kracke, 2002, p. 27)

Young people have limited knowledge of occupations. Tools exist to help young people identify vocations that may be attractive to them. The Armed Services Aptitude Battery (ASVAB) is one of these tools. The ASVAB helps young people investigate occupations for which they show interest and ability. This form of career exploration or development enhances knowledge of the self and knowledge of the environment. Assessments such as this are important and necessary to help with career indecision inherent in young people. (Baker, 2002)

Career maturity is defined as the individual's ability to make appropriate career choices, including awareness of what is required to make a career decision and the degree to which one's choices are both realistic and consistent over time. Career role models. play an important role in the development of career maturity. Studies show that children can benefit from relationships with adults who are successful in their areas of interest. These adults may be present in children's lives as mentors, role models, or heroes and heroines. These studies show that along with work experience, career role models are more important predictors of career maturity, than parental involvement, academic motivation, or self-confidence. (Flouri, 2002)

Work related skills are important in career selection. These skills can be obtained through part time work or through career explorations that teach job skills. Adolescents who reported that they had computing skills, work experience, strong job skills, and a career role model tended to score higher on career maturity. As previously stated, young people say their greatest influence when it comes to choosing careers is their own experience. (Flouri, 2002)

Support during the transition from school to work is important. Many work-bound youth struggle and report they have little direct help or support as they attempt to navigate the school-to-work transition. These young people often experience extended periods of floundering after high school characterized by drifting at jobs without opportunity for advancement and /or general despair. (Rojewski & Kim, 2003)

Participation in career exploration could be the key. In a study of high school career exploration programs by Visser and Bhandari (2004) it was learned that career exploration programs are improving the future prospects of a large and diverse group of high school students by increasing the likelihood that they will take college entrance and advanced placement exams, graduate and go on

to postsecondary education. It also found that participation in career exploration programs expanded substantially between 1997 and 2000 and that students from diverse backgrounds and varying levels of achievement participate in career exploration programs. Their study included several different types of career exploration programs that were administered through the students' schools. These programs included: Career majors, cooperative education, Internship/apprenticeship, job shadowing, mentoring, school sponsored enterprise, and tech prep. How best to incorporate career exploration activities into the high school curriculum remains the subject of significant debate among educators. The previously mentioned explorer program, which is conducted after school hours, could be categorized as internship/apprenticeship, job shadowing, and/or mentoring.

A Gallup Youth Survey conducted on more than 1,000 youth ages 13-17 listed the top job picks as follows: 1. Teacher, 2. Doctor, 3. Lawyer, 4. Sport field, 5. Science/biology, 6. Architecture, 7. Business, 8. Military, 9. Engineer, 10. Nurse. (Top teen choices, 2006, Jan) Law enforcement did not appear in the top ten.

Problem statement

One of the greatest challenges for law enforcement today is the recruitment of qualified applicants. Increasing competition, shrinking labor pools, and changes in the attitudes of young people all may be factors in the recruitment problem. Innovative recruitment strategies must be developed in order to attract qualified candidates. The Law Enforcement Explorer program, for young people 14-21 will be examined as a possible tool to assist in recruiting and retaining future law enforcement officers.

Questions to answer: Is law enforcement a career choice for young people entering the job market for the first time? Does the law enforcement exploring program enhance the chances that law enforcement will be a career choice? Are Police explorers programs a good source of recruits? Do agencies involve the department head, recruiting officer, or explorer advisors in a coordinated recruiting effort?

Hypothesis

It is universally accepted in law enforcement agencies throughout the country that there are fewer qualified applicants coming to police work. My hypothesis is that by having an active law enforcement exploring program, police departments can positively influence young people to enter law enforcement and thus it can be an effective recruiting tool. This would include encouraging those already interested in law enforcement and also encouraging those that have not thought about law enforcement to consider it as a career. Young people are thinking about careers and jobs very early in their life. From their first "fantasy" jobs to more firm ideas later on, many young people have already selected a career by the time they enter high school. Many factors mentioned in the

previous studies such as lack of information about careers, job experience, peer-related information gathering, and career role models are all elements of a successful exploring program.

Methods

The purpose of this research is to determine if law enforcement agencies with law enforcement explorer programs are using those programs to seek out candidates for police officer positions and to what extent they provide training and/or incentives. For this information, an electronic survey was used (Appendix A.) This survey included questions as to how many former explorers the agencies employed and how long the agencies had an explorer program. It also asked if agencies recruited from the explorer program, and is exploring mentioned in the agencies recruitment plan. In addition, the survey asked if training or incentives are offered to explorers to encourage them to become police officers. The survey was sent to all law enforcement agencies in Florida with an explorer program that belong to the Florida Association of Police Explorers (FAPE.) Currently there are 50 law enforcement agencies that belong to FAPE that had an electronic mail address in which to send the survey.

The survey sent to FAPE members asked for contact information on law enforcement officers who previously were in an explorer program. Another survey was sent to these police officers. (Appendix B) Information requested from these officers included how much impact the law enforcement explorer program had on their decision to enter law enforcement as a career and whether they have continued to impact future generations by remaining involved with the explorer program as a mentor.

Findings

The first survey was sent to FAPE members who had an email address available which was 50 agencies. Of these 50 agencies, 18 (36%) responded to the survey. Different size agencies were represented. Of the responses 3 (17%) were from an agency 21-50, 2 (11%) were from an agency 51-100, 2 (11%) were from an agency 101-200, and the majority, 11 (61%) of the responses were from an agency 201 plus. The length of time these agencies had sponsored an explorer post ranged from 1 year to 40 years.

In response to the question of whether their agency employs officers that are former law enforcement explorers, 14 (78%) replied yes and 4 (23%) replied no. The number of former explorers currently employed by these agencies ranged from 1 to 30 plus.

Several survey questions were asked in order to determine what length agencies with explorer posts were going to in order to recruit from their explorers. (50%) stated that they did not actively recruit from their explorer post and (50%) stated that they did recruit from explorers. (61%) stated that exploring was not mentioned in the agency's recruitment plan and (33%) stated that it was. When asked if the agencies offered any incentives to encourage law enforcement

explorers to become full time law enforcement officers, (67%) replied they did not and (39%) replied they did. When asked what type of incentives they offered several were listed. These included various scholarships such as scholarships to the police academy, including a paid position while at the academy. Also mentioned were additional training such as ride-along training programs and summer volunteer programs to encourage entry into full time law enforcement.

From the above survey a list of law enforcement officers who were previously explorers was obtained. A second survey was sent to these officers via email. Of these surveys, 11 responses were returned. Demographics were obtained from the officers who responded. These included both male (73%) and female (27%) with varying degrees of law enforcement experience ranging from 1 to 26 years. The ages of respondents ranged from 23 to 45. Their current positions/rank included deputy, patrol officer, corporal, sergeant, and detective. Their length of time they were active with the law enforcement explorer program ranged from 4 to 7 years.

Questions were asked to determine the influence of the law enforcement explorer program on these respondents. They were first asked how they became interested in the program. These responses included having family or a relative that was in law enforcement, friends at school, an SRO (school resource officer), an explorer recruiting event at school, observing other explorers at civic events, or other explorers recruiting them.

The respondents were asked if they considered law enforcement as a career before becoming an explorer. 64% responded yes and 36% responded no. When asked if they thought they would have entered law enforcement if they had not been in exploring, 55% responded yes and 45% responded no.

When asked if they believed that the law enforcement exploring program taught them skills that gave them an advantage in basic standards all (100%) stated that they believed that it did. Also, when asked if they believed that the program helped them decide to enter law enforcement as a career, all responded yes.

In addition, the former explorers were asked if they have remained involved in their agency's explorer program as a mentor, teacher or trainer, 73% replied yes and 27% replied no.

Discussion

Many law enforcement agencies currently have explorer programs in place. Some of these programs have been around for many years and are an accepted part of the agency. Some of these programs may have been formed by agency heads as a positive activity for young people to get involved in along with the police, similar to PAL or Police Athletic League. In most instances these explorers are used for community service and crime prevention activities. It also appears that most agencies are giving police type training to their explorers.

Many law enforcement agencies are hiring previous explorers. Also many of these agencies are giving incentives such as scholarships, etc in order to encourage these young people to enter law enforcement.

Previous explorers have gone on to become successful law enforcement officers. The program has helped some young people consider law enforcement as a career who stated they would not have considered it before joining explorers. All respondents in this research stated that law enforcement exploring taught them skills that they felt gave them an advantage in basic police standards. All also reported that the program helped them decide to enter law enforcement as a career. Comments from some of the respondents included "I would not be where I am today if it were not for the Explorer program." And "The program is the only reason that I am where I am in my life at such a young age. I would have never been ready to be a deputy at the age of 20 without the explorers."

Data collected in this research suggests that law enforcement exploring could be the innovative recruitment strategy that agencies are looking for to attract qualified applicants. It currently does not appear to be mentioned in most agencies recruitment plans. Higgins (1991) agrees and states: "There should be an easier, less expensive way to attract qualified recruits. In fact, there is. It's called the Law Enforcement Explorer Program and it appeals to motivated young people with solid values who are interested in law enforcement careers." In a study conducted by the Illinois Law Enforcement Training and Standards Board's Executive Institute titled "Fishing in a shallow pool: police recruitment," the board suggested new strategies in police recruitment due to the shrinking labor pool in law enforcement. This board recommended several strategies including using DARE and school officers to launch a long-term recruitment ideology focused on school children, recruiting through high schools, and implementing Boy Scout Explorer programs in law enforcement. (Jurkanin, Fischer, and Sergevnin)

In order for the explorer program to be an effective recruiting tool, and be a source of potential recruits, the exploring program itself must be successful. Police personnel who run the explorer programs and work with these young people must be motivated and enjoy working with youth. These officers should be volunteers and not assigned there for disciplinary or disability reasons. Successful explorer programs must continually work to recruit motivated youth. Recruiting (explorers and police officers) must be a department-wide function. Any public speaking event is also a recruiting event. The chief, sheriff or other person who speaks to any group needs to include recruiting flyers and comments. (Church) Meaningful training and information about the career of law enforcement must be included in the explorer program in order for the young people to have the information needed to make an informed career decision.

In conclusion, I believe this research has confirmed the usefulness of the exploring program as a potential recruiting tool for law enforcement agencies. Responses by current law enforcement officers who were prior explorers establish that exploring enhances the chances that law enforcement will be a career choice and that the exploring program is a good source of recruits. Agencies with this program already in place should make better use of it through a coordinated agency-wide effort. The law enforcement community as a whole could benefit from the comprehensive use of successful explorer programs. Further research should be conducted to further study the elements of a

successful law enforcement explorer program and how to better use it as a source of recruits.

Captain Kathy McCurdy has been in law enforcement with the Panama City Police Department since 1981. She has worked in several areas to include patrol, investigations and community policing. While in community policing, she worked with the departments' "at risk" youth program called "ASAP". Kathy is currently the Captain of the Support Services Section. She has been involved with the department's explorer program as an advisor since its inception in 1996. Kathy has an Associate's degree in Criminal Justice from Gulf Coast Community College. She is currently pursuing her Bachelor's degree in Criminology from Florida State University, Panama City campus.

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APPENDIX A

Survey Questions for agencies:

1. Name of Agency_____.
2. How many sworn members does your agency employ? 0-20, 21-50, 51-100,
101-200, 201+
3. How long has your agency sponsored a law enforcement explorer program?

4. Does your agency provide police related training to explorers?
5. Does your agency currently employ officers that are former law enforcement
explorers? If so, how many?
6. Has your agency hired officers directly from your law enforcement explorer
program?
7. Does your agency actively recruit officers from your law enforcement explorer
program?
8. Is exploring mentioned in your agency's recruitment plan?
9. Does your agency offer any incentives to encourage law enforcement explorers to
become full time law enforcement officers? If so, what type? (scholarships,
bonuses, etc.)
10. If you indicated yes to question #5, (you employ officers that are former
explorers) please provide contact information (email addresses and/or phone
numbers preferred) on these officers. This information will be used to conduct a
follow up survey with law enforcement officers that previously were explorers.

11. Please use the area below to make any additional comments you wish in reference to the law enforcement explorer program.

APPENDIX B

Survey #2 for former explorers currently serving as law enforcement officers:

1. How long were you an explorer?
2. How did you first become interested in a law enforcement explorer program?
(peers, family, media, other)
3. Do you think law enforcement exploring helped you decide to enter law enforcement as a career?
4. Did you consider law enforcement as a career before becoming an explorer?
5. Do you think you would have entered law enforcement if you had not been in law enforcement exploring?
6. Were you taught skills in the law enforcement exploring program that you felt gave you an advantage in the basic standards course?
7. Have you continued your involvement with your agency's law enforcement exploring program since becoming an officer?
8. Your demographics: sex, age, years in law enforcement, rank/position.
9. Please use the area below to make any additional comments you may wish in reference to the law enforcement explorer program including any other person you feel I should contact reference this research.

APPENDIX C
SLP#11 Web-based Survey
Law Enforcement Executive Institute

Greetings,

My name is Kathy McCurdy, and I am a Captain with the Panama City Police Department. I am currently attending the Senior Leadership Program (class#11) presented by the Florida Department of Law Enforcement (FDLE), Law Enforcement Executive Institute.

As part of our studies, each of us have been tasked with conducting research on a specific topic. The topic I have chosen to do my research on is identifying police agencies with Police Explorer programs, specifically, agencies who utilize their programs as recruitment tools. I hope this research will identify agencies that recruit from their Explorers, and perhaps those agencies can share strategies with others.

As one method of research, I have chosen is to conduct a web-based (Internet) survey. Simply click on the link below to visit my survey form.

This survey **normally takes less than two minutes** to complete. Your **participation is greatly appreciated**, and each participating agency will receive a copy of the findings if they so desire.

If you do not have time to complete this survey, please forward this email to someone within your agency who does.

Respectfully,

Captain Kathy McCurdy
Panama City Police Department
Office Phone: (850) 872-3120
Fax: (850) 872-3198
email: kathy.mccurdy@cityofpanamacity.com

All responses will be kept anonymous!!

.: » [Click here to access the survey form.](http://www.panamacitypolice.com/KMSurvey/) « .:

-or-

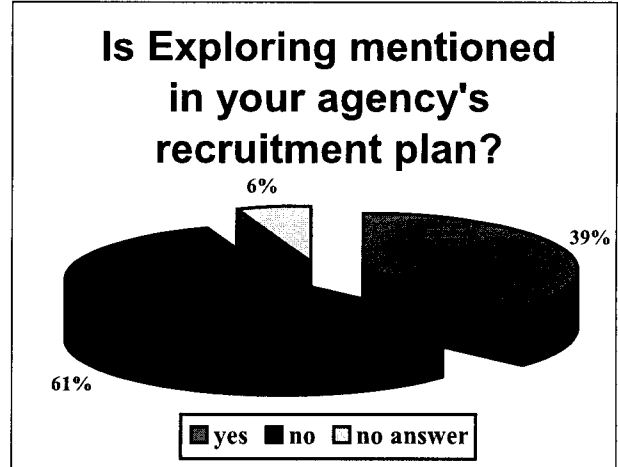
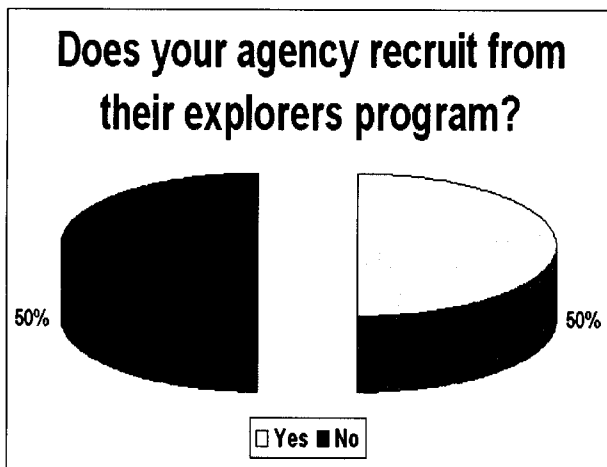
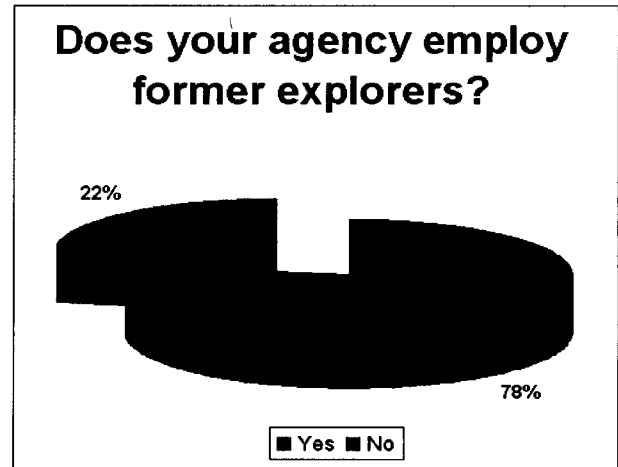
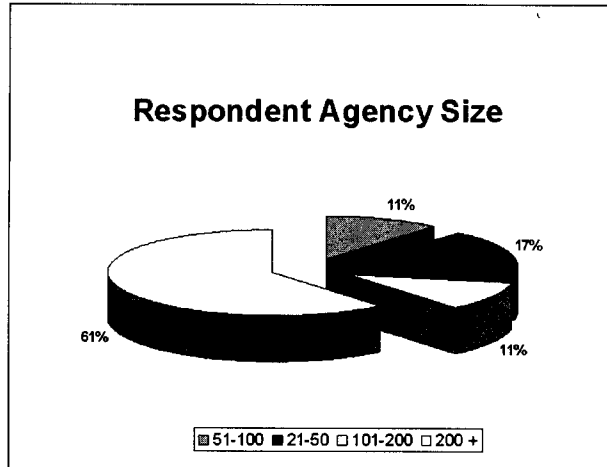
Copy the following url and paste it into your browser address bar.

<http://www.panamacitypolice.com/KMSurvey/>

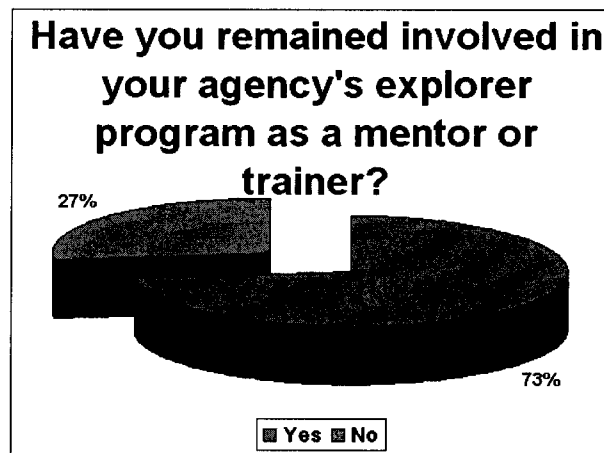
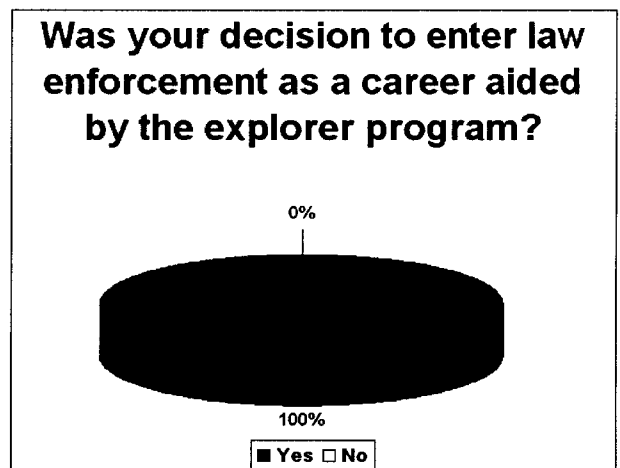
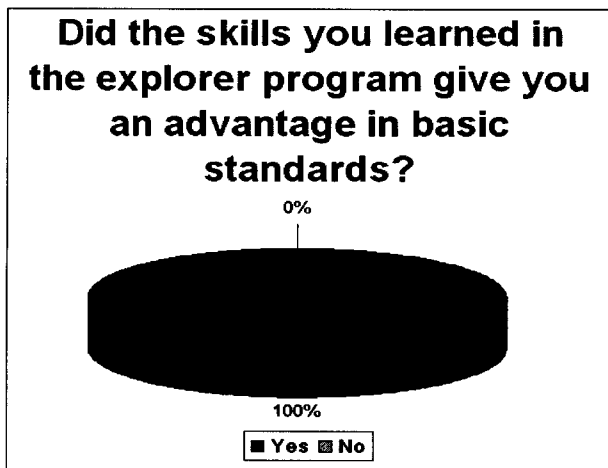
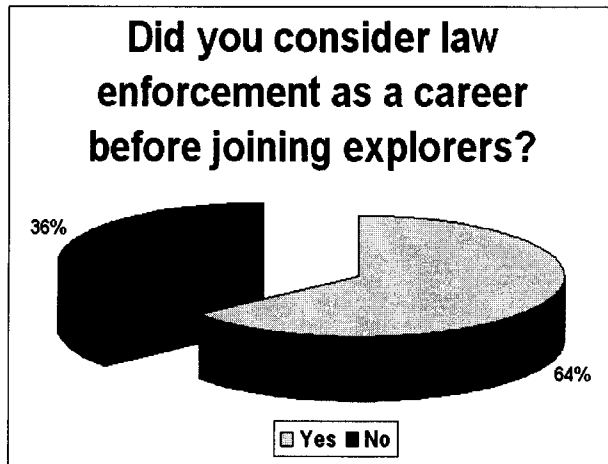
Zmail Version 1.02

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Appendix D



Appendix D



Lathrop Police Department Internal Survey Questions:

1. Name:

2. Did you participate in a youth law enforcement or leadership program prior to joining this department?

☐ Yes

☐ No

3. If yes, which program(s) did you participate in? (Select all that apply)

☐ Police Explorer Program

☐ Youth Leadership Academy

☐ Junior Cadet Program

☐ ROTC

☐ Other (please specify): _____

4. Which agency or organization hosted the program?

(e.g., Stockton Police Department, California Highway Patrol, San Joaquin County Sheriff's Office)

5. How would you rate the impact of your participation in the program on your decision to pursue a career in law enforcement?

☐ Very significant

☐ Somewhat significant

☐ Neutral

☐ Minimal impact

☐ No impact

6. Would you be willing to mentor or speak with current youth participants about your career path?

- ☐ Yes
- ☐ Maybe, depending on availability
- ☐ No

7. Do you believe youth law enforcement programs should be expanded or more actively promoted within our community?

- ☐ Strongly agree
- ☐ Agree
- ☐ Neutral
- ☐ Disagree
- ☐ Strongly disagree

8. Please provide any additional comments or suggestions regarding youth law enforcement or leadership programs:

Lathrop Police Department External Survey Questions:

1. For applicants enrolled in school, do you require a minimum GPA?
2. What is the average enrollment for each calendar year?
3. For those graduating from the Explorer Program, how many participants pursued a law enforcement career?
4. Of these graduates, how many has your agency hired?
5. What is the graduation rate for the program, for example, how many complete the program versus dropping out/ discontinuing participation?
6. What is the average cost or budget for your Explorer Program annually?
7. What are the common duties assigned to Explorers assigned to your agency?
8. What do you believe is the most valuable contribution this program makes?
9. What aspects of the program do you consider its greatest successes?

Explorer Program Comparative Data Chart

Category	<i>Sacramento County Sheriff's Office</i>	<i>Tracy Police Department</i>	<i>Val Verde USD Police Department</i>
Minimum GPA Requirement	No GPA required; conduct-based	Minimum 2.0 GPA with no F's; regular grade checks	Minimum 2.5 GPA required; academic performance is key
Average Yearly Enrollment	20–30 (45 pre-COVID)	10–12	12–18
Law Enforcement Career Outcomes	16 graduates employed in LE (avg. 1–2 hires/year)	At least 20 graduates in LE-related careers	65–75% pursue LE or public service careers
Hires by Agency	Included in above total	7 currently employed by Tracy PD	Department hires pre-service officers only
Graduation Rate	Not formally tracked; varies due to short-term participation	High retention; only 2 left in 2 years	Approx. 85%; most attrition due to academics or relocation
Annual Program Budget	Funded via nonprofit fundraising; no line item	~\$700 per Explorer; ~\$4,000 for competitions	\$7,000–\$10,000 annually
Explorer Duties	Community & department events, scenarios, academy support	Bi-monthly meetings, ride-alongs, competitions, community events	Traffic/crowd control, admin support, training, ride-alongs
Training Model	Hands-on learning with event-based participation	Scenario-based, hands-on learning with structured PT and testing	Classroom and practical training in ethics, report writing, LE basics
Key Contributions	Recruitment, community engagement	Youth mentorship, tactical skills training	Instills discipline, leadership, civic responsibility
Greatest Success	Leadership and service education	Tailored learning style, practical law enforcement training	Youth development, law enforcement career pipeline

ITEM 6.1

CITY MANAGER'S REPORT JUNE 9, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **MAYOR'S REFERRAL**

RECOMMENDATION: **Appointment of Thirteen (13) Members to the Youth Advisory Commission, with Terms Ending, May 31, 2026**

YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The commission currently has Thirteen (13) available vacancies.

- Thirteen (13) seats available with existing terms ending, May 31, 2026.

The applicants are listed in the order that the applications were received. For the applications received over the amount of available vacancies, those received last could be considered as volunteers, or non-voting members.

Former Commissioner(s);	Date of Appointment	Reappointment Date	Term Expiration Date
Faren Ahmadi	6/12/23	6/10/24	5/31/25
Myli B. Charliee Babagay	5/8/23	6/10/24	5/31/25
Manpreet Kaur Bains	11/14/22	5/8/23 & 6/10/24	5/31/25 (Termed Out)
Harnoor Brar	11/14/22	5/8/23 & 6/10/24	5/31/25 (Termed Out)
Christopher Cadiente	11/14/22	5/8/23 & 6/10/24	5/31/25 (Termed Out)
Riya Chand	6/10/24	n/a	5/31/25
Prabhnoor Kaur	6/10/24	n/a	5/31/25
Shubneet Kaur	5/8/23	6/10/24	5/31/25
Shreya Nand	6/12/23	6/10/24	5/31/25
Erin Joy Payopay	6/12/23	6/10/24	5/31/25
Gurjot Singh	11/14/22	5/8/23 & 6/10/24	5/31/25 (Termed Out)
Tanya Singh	5/8/23	6/10/24	5/31/25 (Termed Out)
Osen Ugbiyobo	11/14/22	5/8/23 & 6/10/24	5/31/25 (Termed Out)

Twenty-Two (22) applications were received.

APPLICANTS FOR CONSIDERATION:

1. Ajaypriyan Arulkumar, received 3/19/25, Freshman
2. Naleyah Hinkston, received 4/2/25, Freshman
3. Faren Ahmadi, received 4/3/25, Senior
4. Shubneet Kaur, received 4/3/25, Senior
5. Aiyana Smith, received 4/7/25, Freshman

JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**APPOINTMENT OF THIRTEEN (13) MEMBERS TO THE YOUTH ADVISORY COMMISSION, WITH TERMS ENDING, MAY 31, 2026**

6. Sudais Ahmadi, received 4/10/25, Sophomore
7. Savanna Quezada, received 4/11/25, Sophomore
8. Evangelina Quezada, received 4/11/25, Freshman
9. Eshamei Payopay, received 4/14/25, Freshman
10. Erin Payopay, received 4/14/25, Senior
11. Shelby Jauregui, received 4/14/25, Sophomore
12. Graziel Jimenez, received 4/16/25, Sophomore
13. Riya Chand, received 4/16/25, Senior
14. Harjot Brar, received 4/17/25, Freshman
15. Myli B. Charliee Babagay, received 4/18/25, Junior
16. Prabhnoor Kaur, received 4/18/25, Senior
17. Rishitha Anumothu, received 4/30/25, Sophomore
18. Amrender Bains, received 5/1/25, Sophomore
19. Dahlia Ricaldi, received 5/1/25, Senior
20. Vivianna Salcedo, received 5/15/25, Junior
21. Janvi Patel, received 5/15/25, Sophomore
22. Emilio Julian Torres, received 5/19/25, Sophomore

RECEIVED

MAR 19 2025



COMMISSION/COMMITTEE APPLICATION

CITY CLERK

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Ajaypriyan Arulkumar

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship N/A

Employment/Volunteer Information:

Boy Scouts of America ± Troop 828

9/6/2024

Organization

Date

Manteca, CA

Assistant Patrol Leader

Location

Position(s)

Responsibilities/accomplishments: As an Assistant Patrol Leader in Boy Scouts of America – Troop 828, I help lead my patrol by assisting with meetings, organizing activities, and supporting fellow scouts in learning new skills. I work closely with patrol members to ensure they stay engaged and progress in their scouting journey. Additionally, I help with planning troop events such as campouts and skills training, while also developing my own leadership and teamwork abilities.

Teens for Tahoe Giving Circle

3/15/2025

Organization

Date

Lathrop, CA

Advisor

Location

Position(s)

Responsibilities/accomplishments: I participated in environmental conservation efforts to help protect Lake Tahoe by engaging in various sustainability initiatives. I assisted in cleanup projects, raising awareness through campaigns, and contributing to community outreach programs. Additionally, I promoted eco-friendly practices to reduce pollution and preserve the local ecosystem for future generations.

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
Key Club	Member/Participating and Volunteering in service projects.	10/3/2024-To Present

Name of Organization	Position/Responsibilities/Accomplishments	Dates
MESA Club	Member/Team Collaboration/Innovative Projects for the Environment	10/3/2024-To Present

Special Awards or Recognitions you have received: As a freshman, I am still working toward earning major awards and recognitions in high school. However, I was honored as one of the few freshmen to achieve Semester 1 Valedictorian for maintaining a 4.0 GPA. I am also actively involved in Scouting, and MESA, where I aim to earn leadership positions and awards in the future.

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
Stockton Early College Academy	Highschool Diploma (In Progress)	General Education	Expected 2028
N/A	N/A	N/A	N/A

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

As a dedicated student and community member, I am passionate about leadership, service, and making a positive impact. I have actively participated in Key Club, MESA, and Teens 4 Tahoe, gaining experience in teamwork, problem-solving, and community engagement. Additionally, as an Assistant Patrol Leader in Boy Scouts, I am developing leadership skills that help me support and guide others. I also founded Eco-Haven, a website and app designed to reduce littering in Stockton by connecting volunteers with cleanup efforts. This project combines technology and environmental activism, aligning with my commitment to sustainability and community improvement. I am eager to contribute fresh ideas to the Lathrop Youth Advisory Commission and help improve our community. I believe my experience in service, leadership, and collaboration will allow me to represent my peers effectively and make meaningful contributions.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Ajayprayan A
Signature

3/16/2025
Date

[Signature]
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: YAC - Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 02 2025

Name: Naleyah Hinkston

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 5 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? N/A

If yes, give name and relationship _____

Employment/Volunteer Information:

None

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

None

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

Cal Street Boxing Gym	Member	11/24/25
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Honor Roll, Bronze, Silver Gold Honors at River Islands Tech. Academy

Educational Information:

River Islands Tech Academy			General Ed. Exp. Grad Year - 6/2025
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I would like the opportunity to be apart of the community committee to make a difference among my peers.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Nakeyah Hinkston	4/2/20
Signature	Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 03 2025

Name: Faren Ahmadi

CITY CLERK

Address: [REDACTED]

City: Lathrop Zip: 95330

Telephone (home) [REDACTED]

Telephone (work) [REDACTED]

Telephone (cell) [REDACTED]

Telephone (other) [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: _____ years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization: Human Tutoring Center Date: 11-05-2024 - present

Location: 15132 S Hawlan Rd Lathrop CA 95330 Position(s): Front desk

Responsibilities/accomplishments: helping children ages 4-17 to check in/out, inform parents about their progress, grade and input childrens work.

Organization: Interact - Lathrop High School Club Date: 9/12, 124

Location: 647 Spartan Way, Lathrop CA 95330 Position(s): Volunteer

Responsibilities/accomplishments: making around 100 or more sandwiches & distribute to homes in society

Community Activities that you have been involved with (feel free to attach additional pages)

Interact	make and pass out pb's sandwiches to homeless	9/28/24
Name of Organization	Position/Responsibilities	Dates

Youth Advisory Commission	James coordinator for Cinnamon of honey	3/23/24
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Spartan Gold (4.), Stop the Buzz Certified, Lathrop Merit letter 6

Educational Information:

Lathrop High School	n/a	n/a	2026
Educational Institution	Degree/Diploma	Field	Year

Mossdale Elementary	n/a	n/a	2022
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I've been president for the women's empowerment club at Lathrop Highschool for almost 2 years now and held two other officer positions for two other clubs

Please sign and date you application and submit to the Office of the City Clerk at the address below..

[Signature]
Signature

03-27-25
Date

[Signature]
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

RECEIVED
4/3/25



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

APR 03 2025

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

CITY CLERK

Name: SHUBUET KAUR

Address: [REDACTED] City: LATHROP Zip: 95330

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 13 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No, I am not.

If yes, give name and relationship _____

Employment/Volunteer Information:

SEASIA x Cooking 4 Hope

2/12/25

Organization

Date

LHS x San Joaquin Hospital

Photographer

Location

Position(s)

Responsibilities/accomplishments: I was responsible for capturing moments where students were highly engaged including myself as a volunteer.

IMESIA

12/6/23

Organization

Date

Mossdale Elementary

Dancer

Location

Position(s)

Responsibilities/accomplishments: I was a dancer at a Mossdale cultural festival. My goal was to spread awareness and help people embrace my own and other people's culture.

Community Activities that you have been involved with (feel free to attach additional pages)

JROTC Christmas Parade Marcher	12/7/24	
Name of Organization	Position/Responsibilities	Dates

ACADEC	Treasurer + Competitor	2024 - 2026
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Medalist in ACADEC Essay, Speech, 3 Division. Track Medalist in 4x800 and 3200. Trophy for YAC Family Feud. 4.0 Spartan Grade

Educational Information:

Lathrop High School			2022 - 2026
Educational Institution	Degree/Diploma	Field	Year

Joseph Widmer Elementary			2022
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have been apart of YAC for the past two years, during my time I have shown I am both responsible and heavily engaged. I have contributed to many of our annual events including the Christmas Parade and the End of the School Year Party which I hope to continue if given the opportunity. I truly love this program.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

	03/11/25
Signature	Date

	03/11/25
Parent/Guardian Signature (Required for Youth Advisory Candidates only)	

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



COMMISSION/COMMITTEE APPLICATION

RECEIVED

APR 07 2025

Applying for: Youth Advisory Comm **CITY CLERK**

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED
CITY OF LATHROP

APR 07 2025

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

FINANCE DEPARTMENT

Name: Aijana Fay Smith

Address:

City: Lathrop

Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email:

Resident of the City of Lathrop: 14 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒

No ☐

Background Information:

Are you related to a current City Employee? No I am not.

If yes, give name and relationship

Employment/Volunteer Information:

N/A
Organization

Date

Location

Position(s)

Responsibilities/accomplishments:

N/A
Organization

Date

Location

Position(s)

Responsibilities/accomplishments: N/A

Community Activities that you have been involved with (feel free to attach additional pages)

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Name of Organization	Position/Responsibilities	Dates
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received:

Some awards: Academic Achievement, Perfect Attendance,
and a lot.

Educational Information:

<u>Neil Hafley Elem</u>	<u>N/A</u>	<u>N/A</u>	<u>2017-2023.</u>
Educational Institution	Degree/Diploma	Field	Year
<u>Lathrop Elem</u>	<u>N/A</u>	<u>N/A</u>	<u>2023-2024</u>
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below..

<u>Aiyana Smith</u>	<u>3/23/2024</u>
Signature	Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: APR 10 2025

CITY CLERK

Name: Sulda's Ahmed

Address:

[REDACTED]

City: Lathrop

Zip: 95330

Telephone (home)

[REDACTED]

Telephone (work)

[REDACTED]

Telephone (cell)

[REDACTED]

Telephone (other)

[REDACTED]

Email:

[REDACTED]

Resident of the City of Lathrop: 4 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒

No ☐

Background Information:

Are you related to a current City Employee? yes

yes

If yes, give name and relationship

Sister

Employment/Volunteer Information:

24 Hour Appraisal

Organization

06/02/24

Date

819 Village Ave, Lathrop, CA 95330

Location

Transcriber

Position(s)

Responsibilities/accomplishments: Transcription, Conversion of files, Assist in logging information

Future Farmers of America - FFA

Organization

08-04-24

Date

647 Spartan Way, Lathrop, CA 95370

Location

Volunteer

Position(s)

Responsibilities/accomplishments: marketed and sold candy apples to fundraise for organization.

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
Islamic Center of Manteca	Volunteer for Iftar	04-28-25

Name of Organization	Position/Responsibilities/Accomplishments	Dates
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Special Awards or Recognitions you have received: Principals Honor Roll Award

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
Lathrop High School	High School Diploma	Education	2028 Grad

Educational Institution	Degree/Diploma	Field	Year
MOSSvale Elementary	Elementary School	Education	2024

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I was a teacher assistant, helping blind students learn to read and write which fostered my leadership and communication skills. Outside of school, I actively participate in kickboxing and also assist with teaching which further enhances my teamwork and mentoring skill.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature

Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 11 2025

Name: Savanna Quezada

CITY CLERK

Address:

City: Lathrop, CA Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email:

Resident of the City of Lathrop: 16 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship N/A

Employment/Volunteer Information:

Awana Clubs

Organization

9/6/2022 - 5/21/2024

Date

Sacredwinds church of Tracy

Location

LIT (leader in training) Student teacher

Position(s)

Responsibilities/accomplishments: I was responsible for keeping attendance, monitoring pre-schoolers, and giving lessons.

Girl Scouts

Organization

08/11/16 - current

Date

Lathrop

Location

Senior girl scout

Position(s)

Responsibilities/accomplishments: I am responsible for leading meetings, keeping track of sales, and I have completed several awards.

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Marching Band Veterans day performance 11/11/2024
Name of Organization Position/Responsibilities Dates

Vaction Bible School Organizing Crafts for 2nd-6th grade 7/11-7/15/2022
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: I have been on principles honor
for 5 years straight, earned perfect attendance every month, and have
earned several PBIS awards.

Educational Information:

Mosside Elementary N/A N/A 2015-2024
Educational Institution Degree/Diploma Field Year

Lathrop High School N/A N/A 2024-current
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have already served on the Youth Advisory Commission and I
am prepared to serve and volunteer again.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Garcenia Acosta
Signature

4/11/2025
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: APR 11 2025

Name: Evanuelina Quetzada

CITY CLERK

Address: [REDACTED]

City: Lathrop, CA Zip: 95330

Telephone (home): [REDACTED]

Telephone (work): [REDACTED]

Telephone (cell): [REDACTED]

Telephone (other): [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: 13 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship N/A

Employment/Volunteer Information:

Awaru Sept. 2023 - May 2024
Organization Date

Southwinds Church, Tracy CA Leader In Training
Location Position(s)

Responsibilities/accomplishments: Worked with 4th-6th grade scripture studies and games.

Girl Scouts Aug. 2016 - Current
Organization Date

Lathrop, CA Cadette
Location Position(s)

Responsibilities/accomplishments: Lead meetings, help plan activities, monitor younger girls' activities.

Community Activities that you have been involved with (feel free to attach additional pages)

Girl Scouts and Parks and Recreation	Planting Bushes in Green Plaza	April 22, 2023
Name of Organization	Position/Responsibilities	Dates
Girl Scouts and Parks and Rec	Lead pledge of allegiance and set up chairs	May 29, 2023
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Honor Roll and Perfect Attendance at Mossdale Elementary

Educational Information:

Mossdale Elementary	N/A	N/A	Aug 2016 - May 2025
Educational Institution	Degree/Diploma	Field	Year
N/A			
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am applying for the opportunity to get more involved with my community. I also want to have more experiences volunteering.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Guadalupe Lizada
Signature

4-10-25
Date

[Signature]
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 14 2025

Name: Esham, Payman

CITY CLERK

Address: [REDACTED]

City: Lathrop

Zip: 95330

Telephone (home) [REDACTED]

Telephone (work) [REDACTED]

Telephone (cell) [REDACTED]

Telephone (other) [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: 13 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Mossdale Leadership

123-5/23/25

Organization

Date

Mossdale Elementary

Historian

Location

Position(s)

Responsibilities/accomplishments: Keeping record of Leadership events

Scholarship Book Fair

Organization

Date

Mossdale Elementary

N/A

Location

Position(s)

Responsibilities/accomplishments: Restocking, customer service, receipt checking

Community Activities that you have been involved with (feel free to attach additional pages)

N/A	N/A	N/A
Name of Organization	Position/Responsibilities	Dates

N/A	N/A	N/A
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: San Joaquin County Spelling Bee, Lathrop Math Cup Class Champs.

Educational Information:

N/A	N/A	N/A	N/A
Educational Institution	Degree/Diploma	Field	Year

Mossdale Elementary	N/A	N/A	2017-25
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I'd like to join so I can help my community, as well as bring fun to others. I'd like to also meet others.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Bethume*
Signature

4/11/2025
Date

GA Panyan
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: YOUTH ADVISORY COMMISSION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 14 2025

Name: Erin Joy Payopay

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home): [REDACTED] Telephone (work): [REDACTED]

Telephone (cell): [REDACTED] Telephone (other): [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 14 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship N/A

Employment/Volunteer Information:

Interact 2023-2024

Organization Date

Lathrop High member

Location Position(s)

Responsibilities/accomplishments: made PB + J for homeless people, gave it out to shelters

Key Club 2022-2025

Organization Date

Lathrop High member, officer

Location Position(s)

Responsibilities/accomplishments: help and donated for clothing drive, made origami hats for people in hospitals, helped with veterans day breakfast

Community Activities that you have been involved with (feel free to attach additional pages)

Link Crew Leadership Class	Officer	member: 2023-2024 officer: 2024-2025
Name of Organization	Position/Responsibilities	Dates
Key Club	Officer/Service Coord.	member: 2023-2024 officer: 2024-2025
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Spartan Gold, Link leader of the Week, officer of the month (Key Club)

Educational Information:

N/A			
Educational Institution	Degree/Diploma	Field	Year
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Has been in VAC for the 2023-2024 and 2024-2025 term. I am an officer for four clubs, a three out of four in which helps and serves our community

Please sign and date your application and submit to the Office of the City Clerk at the address below.

P. Cunningham
Signature

4-10-2025
Date

EA Payopony
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

4-10-2025

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED
4/14/25

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 14 2025

CITY CLERK

Name: Shelby Jauregui

Address: [REDACTED]

City: Lathrop

Zip: 95330

Telephone (home) [REDACTED]

Telephone (work) [REDACTED]

Telephone (cell) [REDACTED]

Telephone (other) [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: 15 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Youth Advisory Commission
Organization

October 2024 - March 2025
Date

The Grind @ LGC
Location

Cafe worker
Position(s)

Responsibilities/accomplishments: I worked the cafe twice a month from October to March selling snacks and tending to customers.

Mossdale Elementary School
Organization

February 2024
Date

Mossdale Elementary School
Location

Book fair volunteer
Position(s)

Responsibilities/accomplishments: Book fair volunteer, helping students navigate the book fair and find what they want.

Community Activities that you have been involved with (feel free to attach additional pages)

<u>City of Lathrop Rainy Fun night</u>	<u>Art booth Volunteer</u>	<u>August 9th 2024</u>
<small>Name of Organization</small>	<small>Position/Responsibilities</small>	<small>Dates</small>

<u>Y.A.C. Family Feud</u>	<u>Volunteer</u>	<u>March 21st 2025</u>
<small>Name of Organization</small>	<small>Position/Responsibilities/Accomplishments</small>	<small>Dates</small>

Special Awards or Recognitions you have received: 4.00 3 year in a row, WAC Scholar
Athlete, won multiple citizen awards

Educational Information:

<u>Mossdale elementary</u>			<u>2024</u>
<small>Educational Institution</small>	<small>Degree/Diploma</small>	<small>Field</small>	<small>Year</small>

<u>Lathrop high</u>			<u>2024 - 2028</u>
<small>Educational Institution</small>	<small>Degree/Diploma</small>	<small>Field</small>	<small>Year</small>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have been on the Youth Advisory Commission for a year now and
have enjoyed the ability to serve my community. Serving on the commission
has been an amazing experience, and I would be grateful to serve again.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

<u>Shelby</u>	<u>3/31/25</u>
<small>Signature</small>	<small>Date</small>

<u>Maria E Saezqui</u>
<small>Parent/Guardian Signature (Required for Youth Advisory Candidates only)</small>

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission.

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: APR 16 2025

Name: Graziel Jimenez **CITY CLERK**

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home): [REDACTED] Telephone (work): [REDACTED]

Telephone (cell): [REDACTED] Telephone (other): [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 8 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Boji Kiwanis (Key Club) - Greek Festival 09-08-24
Organization Date

420 W March Ln. Stockton, CA 95207 Guide Traffic
Location Position(s)

Responsibilities/accomplishments: I helped with showing cars where to go and direct them to the exit.

Leadership - Flag service 02-16-25
Organization Date

8 Louise Ave Lathrop, CA Putting up & taking down flags
Location Position(s)

Responsibilities/accomplishments: During the day, me and my peers put up the flags for Veterans presidents day, and in the afternoon we took them down.

Community Activities that you have been involved with (feel free to attach additional pages)

Leadership	Campus Promo	24-26
Name of Organization	Position/Responsibilities	Dates

Key Club	Club Member	24-26
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Believing honor roll during 7th, 8th, and this year, earned spartan of the month in January & February, character award for being responsible, and pride award at JUNE 8th grade promotion.

Educational Information:

N/A			
Educational Institution	Degree/Diploma	Field	Year

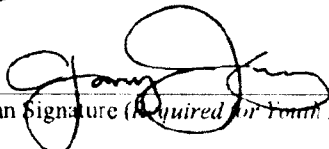
N/A			
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Some additional information I would want to include in is I'm always committed to partake in events and assist in them. I also try my best to maintain that commitment and put in effort into what I do. Additionally, I am responsible and communicate whenever I cannot attend an event or if there's any problem/complication.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature 	Date 04/12/25
---	---------------

Parent/Guardian Signature (Required for Youth Advisory Candidates only) 

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

RECEIVED
9/11/25



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: APR 16 2025

CITY CLERK

Name: Rina Chand

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email: [REDACTED] Resident of the City of Lathrop: 8 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization: HOSA (Future Medical Professionals) Date: 2024 - 2025
Location: Lathrop High School Position(s): Secretary

Responsibilities/accomplishments: Created over 300 hygiene kits to send to Guatemala. Help give members opportunities in the medical field.

Organization: FFA (Future Farmers of America) Date: 2022 - 2025
Location: Lathrop High School Position(s): Secretary, Vice President

Responsibilities/accomplishments: Create fun agriculture-related events for students. Teach at conferences about floriculture and agriculture.

Community Activities that you have been involved with (feel free to attach additional pages)

SMOOTH (Students Mobilizing Others out of Tobacco)	I created this branch in Lathrop to combat tobacco use. The end goal for us is to ban tobacco use in young people.	2024-2025
American Cancer Society	As the District 13 legislator I advocate for local and state level for cancer rights and protections.	2024-2025
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: I have recieved 5 gold medals for upholding a 4.0 GPA. I recieved a Scholar Award for maintaining a 4.0 while playing Varsity Tennis.

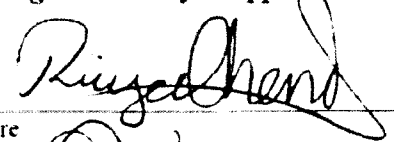
Educational Information:

Mossdale Elementary	4th 8th	2022
Lathrop High School	9th - present	2025
Educational Institution	Degree/Diploma	Field
		Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

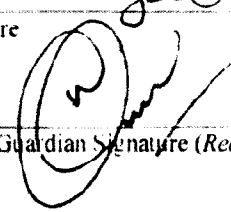
Along with my community and volunteer activities, I am the vice president of the IMESA (Indian & Middle Eastern Student Association). I not only understand people from these communities but have also put on many events catered to them. I would be able to provide great insight on how to be inclusive towards a greater range of communities in Lathrop. Ensuring success at our events in Lathrop.

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

03/21/25
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)



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



COMMISSION/COMMITTEE APPLICATION

Applying for: Harjot Brar

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION: APR 17 2025

Name: Harjot Brar

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 14 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship N/A

Employment/Volunteer Information:

Food Drive October 2024
Organization Date

Joseph Widmer Elementary Volunteer
Location Position(s)

Responsibilities/accomplishments: Assisted in packaging and handing out food.

Stockton Gurdwara Every Sunday
Organization Date

Sikh Temple Stockton Volunteer
Location Position(s)

Responsibilities/accomplishments: Assisted with Sava which is acts of service at the Sikh Temple, such as distributing food and napkins.

Community Activities that you have been involved with (feel free to attach additional pages)

Multicultural Club	Member	Aug 2023 - May 2024
Name of Organization	Position/Responsibilities	Dates

Bhangna	Member/Dancer	2018 - 2019
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Honor Roll (9), Perfect Attendance (12), Math Growth (3), Math Achievement (2), English Growth (4), English Achievement (2), Bhangna Trophies (2)

Educational Information:

Joseph Widmer Elementary	N/A	N/A	N/A
Educational Institution	Degree/Diploma	Field	Year

Joseph Widmer Elementary	N/A	N/A	N/A
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have been in the Leadership elective for about a year now at my school (Joseph Widmer) and I have gotten good at public speaking and organizing/helping in events at school. I am good at socializing and working with new people. I am always up to try new things and take responsibility. I believe these characteristics would be useful to the city council.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Harijit Brar
Signature

4-16-2025
Date

Gurpreet Singh
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

APR 18 2025

Name: Myli Bella Charlize Babagay

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) [REDACTED]

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 5 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Youth Advisory Commission June 7th 2023 - 04-17-2025
Organization Date

Lathrop Commissioner
Location Position(s)

Responsibilities/accomplishments: Attend Meetings, Attend Events, and
help make money for YAC.

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

City of Lathrop / (YAC) Commissioner June 7th 2023 - April 17th 2025
Name of Organization Position/Responsibilities Dates

Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: Received Student of the month
by Lathrop High School.

Educational Information:

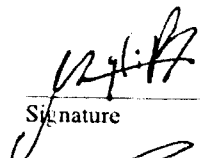
Lathrop High School N/A N/A 2027
Educational Institution Degree/Diploma Field Year

Educational Institution Degree/Diploma Field Year


Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have been in YAC for 2 years now. Ever since I joined it has helped me and the community grow. I volunteer at community events to help and watch our city smile and have fun.

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

04-17-25
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

APR 18 2025

Name: Prabhnar Kaor **CITY CLERK**

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home): [REDACTED] Telephone (work): [REDACTED]

Telephone (cell): [REDACTED] Telephone (other): [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Health Occupations Students of America 22-24
Organization Date

Lathrop High School Historian
Location Position(s)

Responsibilities/accomplishments: Helped run State Store, Documented Club
Activities set up activities, ran writing.

Annular Youth Center
Organization Date

Lathrop High School Historian
Location Position(s)

Responsibilities/accomplishments: Ran food fundraisers State to State
Documented Club activities, set up and ran activities

Community Activities that you have been involved with (feel free to attach additional pages)

Health Organizations	Community Service	2022-2025
Name of Organization	Position/Responsibilities	Dates
Indian Middle Eastern Student Association	Community Service	2022-2025
Name of Organization	Position/Responsibilities/Accomplishments	Dates
		Silver

Special Awards or Recognitions you have received: 8 Academic Decathlon medals, UOP and Georgetown College Internship, Spartan Gold, Spartan Silver, IMESA & HUSA Prefereces and Recognitions, International Health Conference.

Educational Information:



Lathrop High School	11 th	Grade	2022-2026
Educational Institution	Degree/Diploma	Field	Year

Educational Institution	Degree/Diploma	Field	Year
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Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I have been a VAC Commissioner for 24-25. I have volunteered in many events for VAC. I have also worked parttime shifts at the Shack Shack. Next year is my last year in high school and then I'll leave for college so I could have to leave a large impact.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

	4-17-25
Signature	Date
	
Parent/Guardian Signature (Required for Youth Advisory Candidates only)	

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

RECEIVED



COMMISSION/COMMITTEE APPLICATION APR 30 2025

Applying for: Youth Advisory Commission **CITY CLERK**

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Rishutha Anumathu
Address: [REDACTED] City: Lathrop Zip: 95330
Telephone (home) [REDACTED] Telephone (work) [REDACTED]
Telephone (cell) [REDACTED] Telephone (other) [REDACTED]
Email: [REDACTED] Resident of the City of Lathrop: 1 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

<u>Health Care Compass</u>	<u>4/25/2025</u>
<small>Organization</small>	<small>Date</small>
<u>Newark Library</u>	<u>Present r</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: Held a Booth About Toxins in Makeup

Organization Date

Location Position(s)

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

RI Festival	Food Distribution Volunteer	
Name of Organization	Position/Responsibilities	Dates

Tennis Tournament	Front Desk Volunteer	1/04/2025-1/5/2025
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Character Trait Award: Innovative,
Gold Honor Roll Award >4.0 GPA

Educational Information:

River Island High School	High School		Current
Educational Institution	Degree/Diploma	Field	Year

Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I want to help make a difference in our community. I'm willing to put in time and effort to help make a change. Some of my skills include planning, organization, leadership, and designing. As a freshman in high school, I'm currently in Spanish 3 Honors. Also, I can understand Telugu and am fluent in English.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Pishitha
Signature

4/29/2025
Date

A. Koushika Rao
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

MAY 01 2025

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Amber Bains
Address: [REDACTED] City: Lathrop Zip: 95330
Telephone (home) [REDACTED] Telephone (work) [REDACTED]
Telephone (cell) [REDACTED] Telephone (other) [REDACTED]
Email: [REDACTED] Resident of the City of Lathrop: 15 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization: Updell Date: 2024-Present
Location: Updell High School Position(s): Member
Responsibilities/accomplishments: Every Thursday we go out and collect trash around the campus to keep it clean. We have set the bins across campus

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
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Name of Organization	Position/Responsibilities/Accomplishments	Dates
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Special Awards or Recognitions you have received: Certificate of Excellence
Having a 4.0 GPA all year in 5th grade
2000 - Having a 4.0 GPA in a semester

Educational Information:

Educational Institution	Degree/Diploma/Certificate	Field	Year
<u>Moskale elementary school</u>	<u>Elementary School</u>	<u>General Education</u>	<u>2004</u>

<u>Lathrop High School</u>	<u>Currently Enrolled</u>	<u>General Education</u>	<u>Expected year: 2008</u>
----------------------------	---------------------------	--------------------------	----------------------------

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I want to give back to my community for all the resources and
activities it has provide us, and I hope to contribute in
meaningful way.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Amber S Bains
Signature

4/24/05
Date

T. S. Rio
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

RECEIVED
MAY 30/25

Applying for: Youth Advisory Commission

RECEIVED

Special Requirements:

MAY 01 2025

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

CITY CLERK

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Dahlia Riccardi
Address: [REDACTED] City: Lathrop Zip: 95330
Telephone (home) [REDACTED] Telephone (work) [REDACTED]
Telephone (cell) [REDACTED] Telephone (other) [REDACTED]
Email: [REDACTED] Resident of the City of Lathrop: 12 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship N/A

Employment/Volunteer Information:

Lathrop High School Interact Club 11 / 23 / 24
Organization Date

Thanksgiving Turkey Drive at Co-President
Location Lathrop High Position(s)

Responsibilities/accomplishments: I led a team of 4 officers and clubs
to organize a Turkey giving drive to give to the less fortunate.

Lathrop High School HYLC club 4 / 12 / 25
Organization Date

HYLC Park clean up at Legion Park Member
Location Position(s)

Responsibilities/accomplishments: I volunteered to help clean up
a park with the rest of the HYLC family.

Community Activities that you have been involved with (feel free to attach additional pages)

<u>Youth Advisory Commission</u>	<u>Family RN night</u>	<u>8/9/2024</u>
Name of Organization	Position/Responsibilities	Dates

<u></u>	<u></u>	<u></u>
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: civic seal of engagement ,
varsity girls soccer SHIELD award 24-25 season. 4x Gold
Sporten Award Recipient

Educational Information:

<u>Lathrop High</u>	<u>N/A</u>	<u>N/A</u>	<u>2026</u>
Educational Institution	Degree/Diploma	Field	Year

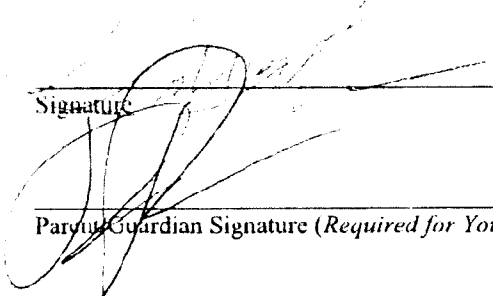
<u>Ritechn</u>	<u>N/A</u>	<u>N/A</u>	<u>2022</u>
Educational Institution	Degree/Diploma	Field	Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing you application.)

I was recently accepted in the ALIA Girls state
program, a program where I will be able
to grow my leadership & public speaking
skills. I will also be participating in the MITE's
program this summer where I will further my
technical skills and networking.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

<u></u>	<u>2/ / 29 / 25</u>
Signature	Date

<u></u>	<u>2/ / 29 / 25</u>
Parent/Guardian Signature (Required for Youth Advisory Candidates only)	

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION MAY 15 2025

CITY CLERK

Name: Vivianna Salcedo

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home): [REDACTED] Telephone (work): [REDACTED]

Telephone (cell): [REDACTED] Telephone (other): [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 16 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? N/A

If yes, give name and relationship

Employment/Volunteer Information:

Lathrop High School 2023

Organization Lathrop, CA Date Student

Location Position(s)

Responsibilities/accomplishments: I have maintained 3.8 GPA while being involved in multiple sports and various clubs.

Interact Club 2023

Organization Lathrop, CA Date Publicity Officer

Location Position(s)

Responsibilities/accomplishments: I have assisted in packing and distributing food to local families while also building relationships and developing teamwork skills with a diverse group of volunteers.

Community Activities that you have been involved with (feel free to attach additional pages)

St Mary's Dining Hall Volunteer/Helper serve the homeless 12/2023
Name of Organization Position/Responsibilities Dates

St Mary's Dining Hall Volunteer/Helper serve the homeless 11/2024
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: I have received a certification of participation for the HOSA Leadership Conference, FFA Greenhand degree, spartan gold & silver awards, leadership certificate awards & participation awards for sports

Educational Information:

N/A
Educational Institution Degree/Diploma Field Year

N/A
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am an avid volunteer for my community. I am currently involved in HOSA (Health Occupations Students of America) where I surround myself with others with similar interest in the medical field. I have served as team captain for both the volleyball and soccer team during the 2024-25 school year.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Vivianna Salcedo 5/12/25
Signature Date

Sonia Loza
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

RECEIVED
6/15/25



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

MAY 15 2025

CITY CLERK

Name: Jammi Patel

Address:

City: Lathrop

Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email

Resident of the City of Lathrop: 2 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship N/A

Employment/Volunteer Information:

American Red Cross
Organization

6-12-25
Date

2888 W March Lane
Location

Intake Member Volunteer
Position(s)

Responsibilities/accomplishments: Complete and process group screening forms, send out referrals to the region district for new volunteers and I assign them to the volunteer position that fits best with their schedule and personal qualities

N/A
Organization

Date

N/A
Location

N/A
Position(s)

Responsibilities/accomplishments: N/A

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
N/A	N/A	

Name of Organization	Position/Responsibilities/Accomplishments	Dates
N/A	N/A	

Special Awards or Recognitions you have received: I've received A-Honor Roll for the past 4 years throughout middle school and high school

Educational Information:

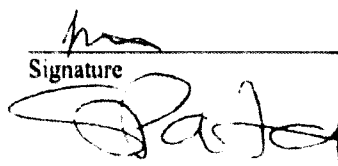
Educational Institution	Degree/Diploma	Field	Year
Lathrop High School	N/A	N/A	Graduated 2027

Educational Institution	Degree/Diploma	Field	Year
N/A	N/A	N/A	N/A

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I'd be a good fit for the Youth Advisory Committee because I'm responsible, easy to work with, and get things done on time. I'm dependable and can communicate clearly with others. I also try to be creative and bring new ideas to the table. I am passionate about making a difference in the community and giving back to my community, and I would like to get a chance to make that happen.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature: 

Date: 5-12-25

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth advisory commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED

MAY 19 2025

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Emilio Julian Torres

CITY CLERK

Address: [REDACTED]

City: Lathrop

Zip: 95320

Telephone (home) [REDACTED]

Telephone (work) [REDACTED]

Telephone (cell) [REDACTED]

Telephone (other) [REDACTED]

Email: [REDACTED]

Resident of the City of Lathrop: 16 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒

No ☐

Background Information:

Are you related to a current City Employee? no

If yes, give name and relationship n/a

Employment/Volunteer Information:

Garments 4 Goodness
Organization

5/19/25
Date

Lathrop
Location

vice president
Position(s)

Responsibilities/accomplishments: organize social media account and contact businesses to host clothing drives

Interact
Organization

5/19/25
Date

Lathrop High School
Location

Member
Position(s)

Responsibilities/accomplishments: Attend volunteer events

Community Activities that you have been involved with (feel free to attach additional pages)

Germents 4 Goodness	vice pres.	04/01/25 - Now
Name of Organization	Position/Responsibilities	Dates

Our lady of Guadalupe	volunteer	2020 - Now
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: Spartan gold (3x) holding a gpa of 4.0 or higher.

Educational Information:

Lathrop High School	Diploma	High School	2027
Educational Institution	Degree/Diploma	Field	Year


Educational Institution	Degree/Diploma	Field	Year
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Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I've organized volunteer events before which taught me how to work with others to serve the public.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

	5/19/25
Signature	Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

ITEM 6.2

**CITY MANAGER’S REPORT
JUNE 9, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR’S REFERRAL

RECOMMENDATION: Set Application Deadline for One (1) Member to the Planning Commission, with Term Ending, June 30, 2026, due to Unexpired Term Vacancy

PLANNING COMMISSION – LMC CHAPTER 2.12

The Planning Committee has one (1) available vacancy:

- One (1) seat is available due to an unscheduled vacancy with existing term ending June 30, 2026.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Gloryanna Rhodes	01/14/19 <i>(Filled unscheduled vacancy ending 06/30/22)</i>	07/12/22	06/30/26 <i>(Resignation Effective 06/06/25)</i>

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