

July 14, 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.



July 14, 2025 – Regular Meeting Agenda – 7:00 p.m.



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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/1608030607?pwd=OEWFfIEggiTZbJV BuaTIN5768katWf.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: 160 803 0607 / Passcode: 198451
- ✚ 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. 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, JULY 14, 2025, 7:00 P.M.
CLOSED SESSION, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 5:00 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 LIABILITY CLAIM: Pursuant to CA Government Code Section 54956.95:

- Claimant: Ronak Radadiya
Agency Claimed Against: City of Lathrop

1.2.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- Police Chief
- City Attorney
- City Manager

RECONVENE

1.2.3 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 INTRODUCTION OF NEW EMPLOYEE(S)

Finance Department

- Evette Deras, Accountant

Public Works Department

- Alexis Baker, Permit Technician
- Felix Reyes, Maintenance Worker
- Jonathan Dec, Maintenance Worker

City Manager's Office

- Barbara Harb, Economic Development Administrator

2.2 RECOGNITION OF ECONOMIC DEVELOPMENT ADMINISTRATOR SHELLEY BURCHAM FOR 6 YEARS OF SERVICE WITH THE CITY OF LATHROP

2.3 QUARTERLY ECONOMIC DEVELOPMENT PRESENTATION

3. CITIZEN'S FORUM

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest 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 APPROVAL OF MINUTES
Approve Minutes for the Regular City Council Meeting of May 12, 2025
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 25-468 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
Waive Full Reading and Adopt Ordinance 25-468 to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
- 4.4 TREASURER REPORT FOR MARCH 2025
Approve Quarterly Treasurer's Report for March 2025
- 4.5 OUT OF STATE TRAVEL APPROVAL FOR CITY STAFF TO PARTICIPATE IN THE IAMC FALL FORUM IN OCTOBER 2025
Adopt Resolution to Authorize Out of State Travel for the Economic Development Administrator to Attend and Represent the City of Lathrop at the Industrial Asset Management Council's Fall Forum in Indianapolis, Indiana from October 17, 2025 – October 22, 2025
- 4.6 CERTIFY AND APPROVE THE 2025 UPDATE TO THE CITY OF LATHROP SEWER SYSTEM MANAGEMENT PLAN
Adopt Resolution to Certify and Approve the 2025 Update to the City of Lathrop Sewer System Management Plan
- 4.7 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC., FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY DISCHARGE PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES
Adopt Resolution to Approve a Professional Services Agreement with Robertson-Bryan, Inc., for the Lathrop Consolidated Treatment Facility Discharge Permit Renewal and Compliance Support Services
- 4.8 APPROVE CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC., FOR THE CONSTRUCTION OF MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06
Adopt Resolution to Approve a Construction Contract with Consolidated Engineering, Inc., for the Construction of Manthey Road Pavement Rehabilitation, CIP PS 24-06
- 4.9 APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC., FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Find that an Emergency Exists, Approve Construction Contract with GSE Construction Company, Inc., for CTF Phase 4 Expansion, CIP WW 25-26 and Approve Budget Amendment
- 4.10 ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225 WITH CONDITIONS FROM K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.

Adopt Resolution to Accept Public Improvements in Tract 3225 with Conditions from K. Hovnanian Homes Northern California, Inc.

- 4.11 RATIFY CITY MANAGER'S EXECUTION OF CHANGE ORDER NO. 3 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC., FOR ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04
Adopt Resolution to Ratify City Manager's Execution of Change Order No. 3, Accept Public Improvements Constructed by George Reed, Inc., for Roth Road Pavement Rehabilitation CIP PS 25-04, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

RIVER ISLANDS DEVELOPMENT CONSENT ITEMS

- 4.12 APPROVE PARCEL MAP 25-01 FOR 2 LOTS IN TRACT 4205 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS
Adopt Resolution to Approve Parcel Map 25-01 for 2 Lots in Tract 4205 within the Woodlands East District of River Islands
- 4.13 APPROVE QUITCLAIM DEED TO ABANDON PUE, PAE, AND EVAE AND ACCEPT EASEMENT DEEDS FOR NEW PUE AND PAE WITHIN TRACT 4131 OF RIVER ISLANDS
Adopt Resolution to Approve a Quitclaim Deed to Abandon Public Utility Easements, Public Access Easement, and Emergency Vehicle Access Easement and Accept Easement Deeds for New Public Utility Easements and Public Access Easement within Tract 4131 of River Islands

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE TO AMEND THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS OF THE LATHROP MUNICIPAL CODE
City Council to Consider the Following:
1. Hold a Public Hearing; and
 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.08, Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR AKINJO REFERRAL - Appointment of One (1) Member to the Measure C Oversight Committee, with Term Ending, June 30, 2028
- One (1) application received
- 6.2 MAYOR AKINJO REFERRAL - Appointment of Two (2) Members to the Parks and Recreation Commission, with Term Ending, June 30, 2028
- Two (2) applications received

- 6.3 MAYOR AKINJO REFERRAL - Appointment of Three (3) Members to the Senior Advisory Commission, with Terms Ending, June 30, 2028
- Three (3) applications received
- 6.4 MAYOR AKINJO REFERRAL - Appointment of One (1) Member to the Planning Commission Due to an Unscheduled Vacancy, with Term Ending, June 30, 2026, plus Full 4 Year Term Ending June 30, 2030
- Three (3) applications received
- 6.5 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)*
- 6.6 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, MAY 12, 2025, 7:00 P.M.
CLOSED SESSION, 6:30 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:31 p.m. The Regular Meeting reconvened at 7:08 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Akinjo called the meeting to order at 6:31 p.m. and adjourned Closed Session.

1.2 CLOSED SESSION

1.2.1 LIABILITY CLAIMS: Pursuant to Government Code Section 54956.95:

- a. Claimant: Dora Miranda
Agency Claimed Against: City of Lathrop
- b. Claimant: Jacob Romero
Agency Claimed Against: City of Lathrop

1.2.2 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION:
Pursuant to Government Code Section: 54956.9(d)(1)
City of Lathrop vs. 3M Company, et al., U.S. District Court S.
Carolina, Charleston Div., MDL No. 2:18-mn-2873-RMG

RECONVENE – Mayor Akinjo reconvened the meeting at 7:08 p.m.

1.2.3 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided pursuant to matters under Item 1.2; no other reportable action taken.

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

Absent: None.

1.4 INVOCATION – Pastor Roger Slates, Grace Community Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Slates led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Members of the City Council and City Manager expressed appreciation to the Joyce Gatto Art Show Committee Members for a successful and well attended Art Show event held May 9, 2025.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Dresser declared a conflict of interest with Item 5.3, due to his residence within the Woodfield Park District Area. Mayor Akinjo declared a conflict of interest with Item 5.2, due to his residence within the Stonebridge District Area.

2. PRESENTATIONS - None

3. CITIZEN'S FORUM

Lathrop High School Teacher Ashley Wright (in person speaker) expressed appreciation to City staff and Vice Mayor Torres-O'Callaghan for their participation in the City Staff Speaker Series at Lathrop High School, in which members of various departments present to students and educate them on various roles in local government. Fausto Armenta (in person speaker) expressed various concerns regarding the healthcare treatment provided to his grandmother during her stay at Doctor's Hospital of Manteca.

4. CONSENT CALENDAR

On a motion by Councilmember Lazard, seconded by Councilmember Dresser, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular City Council Meeting of April 14, 2025.

4.3 TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 24-25

Adopted **Resolution 25-5783** authorizing the filing of a Transportation Development Act (TDA) Claim for Local Transportation Funds (LTF) for Fiscal Year 2024-25.

4.4 APPROVE OUT OF STATE TRAVEL FOR THE 2025 NATIONAL LEAGUE OF CITIES NATIONAL BLACK CAUCUS OF LOCAL ELECTED OFFICIALS (NBC-LEO) SUMMER CONFERENCE

Adopted **Resolution 25-5784** authorizing out of state travel for the 2025 National League of Cities National Black Caucus of Local Elected Officials Summer Conference, in Houston, Texas, July 30 - August 2, 2025, and approving related budget amendment.

4.5 APPROVE FISCAL YEAR 2025-26 PROJECT LIST ASSOCIATED WITH SENATE BILL 1

Adopted **Resolution 25-5785** approving a list of projects for Fiscal Year 2025-26 funded by Senate Bill 1, the Road Repair and Accountability Act of 2017.

4.6 APPROVE 2025 FACILITY FEE WAIVER REQUEST FOR GRACE COMMUNITY CHURCH TO HOST A BASKETBALL TOURNAMENT FUNDRAISER AT THE SCOTT BROOKS GYMNASIUM ON JUNE 8, 2025

Adopted **Resolution 25-5786** approving a Facility Fee Waiver request from Grace Community Church for the use of the Scott Brooks Gymnasium on June 8, 2025, to host a basketball tournament fundraiser.

4.7 APPROVE PURCHASE OF ONE (1) TRUCK FROM MANTECA FORD FOR THE PUBLIC WORKS DEPARTMENT

Adopted **Resolution 25-5787** approving the purchase of one (1) truck from Manteca Ford for the Public Works Department.

4.8 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH FRUIT GROWERS LABORATORY, INC., FOR WATER QUALITY LABORATORY SERVICES FOR THE CITY'S REGULATORY COMPLIANCE PROGRAMS FOR DRINKING WATER, STORMWATER, AND WASTEWATER

Adopted **Resolution 25-5788** approving a Professional Services Agreement with Fruit Growers Laboratory, Inc., for water quality laboratory services for the City of Lathrop's Regulatory Compliance Programs for drinking water, stormwater, and wastewater.

- 4.9 APPROVE EMERGENCY SERVICE CONTRACT WITH NEXTGEN ALPHA UPFITTING FOR POLICE VEHICLE UPFITTING

Adopted **Resolution 25-5789** approving an Emergency Service Contract with NextGen Alpha Upfitting for the purchase and installation of police vehicle equipment for sixteen (16) vehicles for the Police Department.

- 4.10 APPROVE SERVICE CONTRACT WITH VALLEY PACIFIC PETROLEUM SERVICES, INC., FOR BULK FUEL SUPPLY AND DELIVERY SERVICES

Adopted **Resolution 25-5790** approving a Service Contract with Valley Pacific Petroleum Services, Inc., for bulk fuel supply and delivery for the City of Lathrop fuel station, pumps, and generators.

- 4.11 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BARKER RINKER SEACAT ARCHITECTURE (BRS) FOR THE CONCEPTUAL DESIGN OF THE LATHROP MULTI-PURPOSE COMMUNITY CENTER COMPLEX, CIP PK 22-05

Adopted **Resolution 25-5791** approving a Professional Services Agreement with Barker Rinker Seacat Architecture for the conceptual design of the Lathrop Multi-Purpose Community Center Complex, CIP PK 22-05.

- 4.12 AUTHORIZE ADJUSTMENT TO THE REPUBLIC SERVICES SOLID WASTE COLLECTION RATES FOR FISCAL YEAR 2025-26

Pulled by Vice Mayor Torres-O'Callaghan. A question and answer ensued. Vice Mayor Torres-O'Callaghan expressed concern with the stringent requirements of the curbside trash pickup program and lack of outreach on the low income discount program. Parks and Recreation Director Todd Sebastian responded to questions.

Adopted **Resolution 25-5792** authorizing an increase to Republic Services collection rates based on the twelve-month average change in the Consumer Price Index for All Urban Consumers (Water, Sewer, And Trash Collection Service Index) for Fiscal Year 2025-26.

- 4.13 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BAGLEY ENTERPRISES, INC., FOR THE CORPORATION YARD FUELING FACILITY, CIP GG 21-13

Adopted **Resolution 25-5793** accepting public improvements constructed by Bagley Enterprises, Inc., for the Corporation Yard Fueling Facility, CIP GG 21-13, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.14 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY D.L. FALK CONSTRUCTION, INC., FOR THE POLICE PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13

Adopted **Resolution 25-5794** accepting public improvements constructed by D.L. Falk Construction, Inc., for the Police Property and Evidence Building, CIP GG 21-13, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.15 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AUTOMATIC DOOR SYSTEMS, INC., FOR THE LATHROP POLICE DEPARTMENT ADA IMPROVEMENTS, CIP GG 23-14

Adopted **Resolution 25-5795** accepting public improvements constructed by Automatic Door Systems (ADS) Inc., for the Police Department ADA Improvements, CIP GG 23-14, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY ALL STEEL FENCE, INC., FOR CITY FACILITIES FENCING IMPROVEMENTS, CIP GG 24-25 AND THOMSEN PARK IMPROVEMENTS, CIP PK 22-09

Adopted **Resolution 25-5796** accepting public improvements constructed by All Steel Fence, Inc., for City Facilities Fencing Improvements Project, CIP GG 24-25, and Thomsen Park Improvements Project, CIP PK 22-09, and authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY JOHN D. WAIT MASONRY, INC., FOR THE MOSSDALE LANDING MONUMENT SIGN, CIP GG 25-06

Adopted **Resolution 25-5797** accepting public improvements constructed by John D. Wait Masonry Inc., for the Mossdale Landing Monument Sign Project, CIP GG 25-06, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY STOCKBRIDGE GENERAL CONTRACTING, INC., FOR SHILLING AVENUE BASIN PARK, CIP PK 22-34 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 25-5798** accepting public improvements constructed by Stockbridge General Contracting, Inc., for the Shilling Avenue Basin Park Project, CIP PK 22-34, approving budget amendment, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.19 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY CONSOLIDATED ENGINEERING, INC., FOR CONSTRUCTION OF MCKINLEY AVENUE PAVEMENT REHABILITATION, CIP PS 23-18

Adopted **Resolution 25-5799** accepting public improvements constructed by Consolidated Engineering, Inc., for construction of the McKinley Avenue Pavement Rehabilitation Project, CIP PS 23-18, authorizing the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.20 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR JONQUIL DRIVE AND POPPY COURT PAVEMENT REHABILITATION, CIP PS 25-07

Adopted **Resolution 25-5800** accepting public improvements constructed by DSS Company dba Knife River Construction for the Jonquil Drive and Poppy Court Pavement Rehabilitation Project, CIP PS 25-07, authorizing the filing of a Notice of Completion, releasing of contract retention, and releasing Performance and Payment Bonds.

- 4.21 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BEAR ELECTRICAL SOLUTIONS, LLC., FOR STREET LIGHTS ON MCKINLEY AVENUE, CIP PS 25-15

Adopted **Resolution 25-5801** accepting public improvements constructed by Bear Electrical Solutions, LLC., for the Streetlights on McKinley Avenue Project, CIP PS 25-15, and authorizing the filing of a Notice of Completion, releasing of contract retention, and releasing Performance and Payment Bonds.

- 4.22 CREATE MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 25-5802** approving the creation of the Mossdale Community Sidewalk Repairs Project, CIP PS 25-25, and approving the related budget amendment.

- 4.23 CREATE CONSOLIDATED TREATMENT FACILITY PHASE 4 EXPANSION, CIP WW 25-26, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC., FOR DESIGN SERVICES AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 25-5803** Creating Consolidated Treatment Facility Phase 4 Expansion, CIP WW 25-26, approving a professional services agreement with Pacific Advanced Civil Engineering, Inc., for design services, and approving budget amendment.

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2025-26 ASSESSMENTS FOR LATHROP INDUSTRIAL LIGHTING MAINTENANCE DISTRICT; RESIDENTIAL LIGHTING MAINTENANCE DISTRICT; MOSSDALE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT; STORM DRAIN ZONE 1 AND 1A

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. City Manager Stephen Salvatore. Finance Director Cari James and Mr. Hedegard provided additional information. Mayor Akinjo opened the public hearing. There were no speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Adopted **Resolution 25-5804** approving the Final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Industrial Lighting Maintenance District for FY 2025-26; Maximum Assessment for Fiscal Year 2025-26 not to exceed Zone A \$9.03; Zone B \$46.01; Zone C \$9.03; and Proposed Annual Assessment for Fiscal Year 2025-26 Zone A \$9.03; Zone B \$46.01; Zone C \$9.03; and
3. Adopted **Resolution 25-5805** approving the Final Engineer's Report and ordering the levy and collection of assessments for the City of Lathrop Residential Lighting Maintenance District for FY 2025-26; Maximum Assessment for Fiscal Year 2025-26 not to exceed Zone A \$52.93; Zone B \$56.72; Zone C \$37.29; Zone D \$69.37; Zone E \$72.93; Zone F \$41.94; Zone G \$9.59, and Proposed Annual Assessment for Fiscal Year 2025-26 Zone A \$52.93; Zone B \$56.72; Zone C \$37.29; Zone D \$69.37; Zone E \$72.93; Zone F \$41.94; Zone G \$9.59; and

4. Adopted **Resolution 25-5806** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Mossdale Landscape and Lighting Maintenance District for FY 2025-26; Maximum Assessment for Fiscal Year 2025-26 not to exceed \$329.68; and Proposed Annual Assessment for Fiscal Year 2025-26 \$329.68; and
5. Adopted **Resolution 25-5807** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Storm Drain Zone 1 and Zone 1A for Fiscal Year 2025-26; Proposed Annual Assessment for Fiscal Year 2025-26 for Storm Drain Zone 1 not to exceed \$112.52 and Proposed Annual Assessment for Fiscal Year 2025-26 for Storm Drain Zone 1A not to exceed \$199.92.

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

Mayor Akinjo stepped down from the dais at 8:05 p.m., prior to the discussion and vote of Item 5.2, due to declared conflict of interest under Item 1.8.

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2025-26 ASSESSMENTS FOR THE STONEBRIDGE LANDSCAPING DISTRICT; AND THE STONEBRIDGE DRAINAGE & LIGHTING MAINTENANCE DISTRICT

Deputy City Manager Thomas Hedegard provided the presentation. A question and answer period followed. Mr. Hedegard and City Manager Stephen Salvatore provided additional information. Vice Mayor Torres-O'Callaghan opened the public hearing. There were no speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Adopted **Resolution 25-5808** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Stonebridge Landscaping District for FY 2025-26; Maximum Assessment for Fiscal Year 2025-26 not to exceed \$560.01 and Proposed Annual Assessment for Fiscal Year 2025-26 is \$533.35; and
3. Adopted **Resolution 25-5809** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Stonebridge Drainage & Lighting District for FY 2025-26; Maximum Assessment for Fiscal Year 2025-26 not to exceed \$560.01 and Proposed Annual Assessment for Fiscal Year 2025-26 is \$347.55.

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

Mayor Akinjo returned to the dais at 8:11 p.m. Councilmember Dresser stepped down from the dais at 8:11 p.m., prior to the discussion and vote of Item 5.3, due to declared conflict of interest under Item 1.8.

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FISCAL YEAR 2025-26 ASSESSMENTS FOR THE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 93-1 WOODFIELD PARK MAINTENANCE ZONE

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

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

1. Held a Public Hearing; and
2. Adopted **Resolution 25-5810** approving the Final Engineer's Report and ordering the levy and collection of assessments for the Landscape and Lighting Maintenance District No. 93-1 Woodfield Park Maintenance Zone for FY 2025-26; Proposed Annual Assessment for Fiscal Year 2025-26 not to exceed \$123.90.

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

Councilmember Dresser returned to the dais at 8:14 p.m.

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A RESOLUTION TO ADOPT THE CITY OF LATHROP BIENNIAL CAPITAL IMPROVEMENT PLAN BUDGET FOR FISCAL YEARS 2025-26 AND 2026-27

City Engineer Brad Taylor provided an overview of the Fiscal Years 2025-26 and 2026-27 Capital Improvement Plan Budgets. A question and answer period ensued throughout the presentation. A discussion ensued related to the funding of facility projects. City Manager Stephen Salvatore and Assistant City Manager Michael King provided additional information.

Mayor Akinjo opened the public hearing. Adriana Lopez (zoom speaker) expressed requested traffic calming / traffic safety information related to CIP PS 06-16, the Lathrop Road and I-5 Improvements Project. City Engineer Brad Taylor provided the information. There were no other speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Adopted **Resolution 25-5811** approving the City of Lathrop Biennial Capital Improvement Plan Budget as presented for Fiscal Years 2025-26 and 2026-27.

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

5.5 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE 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

Police Captain Tracie Shea provided the presentation. A question and answer period followed the presentation. Mayor Akinjo opened the public hearing. There were no speakers. Mayor Akinjo closed the public hearing.

On a motion by Councilmember Diallo, seconded by Councilmember Lazard, considered and approved the following:

1. Held a Public Hearing; and
2. Held first reading and introduced an Ordinance adding Chapter 9.06 entitled "Camping or Sleeping in Motor Vehicles Overnight Prohibited" to Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code.

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

5.6 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE TO ADD CHAPTER 9.05 ENTITLED "PUBLIC URINATION OR DEFECATION PROHIBITED" TO TITLE 9, "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE

Police Captain Tracie Shea provided the presentation. A question and answer period followed the presentation.

Police Chief Stephen Sealy and Fire Chief Dave Bramell provided additional information. Mayor Akinjo opened the public hearing. There were no speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Held first reading and introduced an Ordinance adding Chapter 9.05 entitled "Public Urination and Defecation Prohibited" to Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code.

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

5.7 PROVIDE INFORMATION ON THE NEW LATHROP POLICE DEPARTMENT EXPLORER PROGRAM

Police Captain Richard Barriers provided the presentation. A question and answer period ensued throughout the presentation. Deputy City Manager Thomas Hedegard provided additional information related to funding for the proposed program.

On a motion by Councilmember Diallo, seconded by Councilmember Lazard, the City Council received the information, provided input on the proposed Police Department Explorer Program, and requested that the item be brought back for approval consideration at the next City Council Meeting.

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

6. COUNCIL COMMUNICATIONS


6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Mayor Akinjo reported his attendance to the State of the San Joaquin County Office of Education. Councilmember Dresser reported his attendance to a recent meeting of the San Joaquin Area Flood Control Agency.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Vice Mayor Torres-O'Callaghan congratulated students graduating from local schools; commented on the upcoming battle of the badge; and the organizing of a school supply drive between the Police Department and the Lathrop Manteca Fire District (LMFD). Councilmember Diallo expressed appreciation to LMFD and Police Department staff. Councilmember Dresser wishes everyone a Happy Mother's Day and thanked those in attendance. Councilmember Lazard and Mayor Akinjo echoed similar sentiments.

7. **ADJOURNMENT** – There being no further business, Mayor Akinjo adjourned the meeting at 9:57 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.3

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: SECOND READING AND ADOPTION OF ORDINANCE 25-468 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

RECOMMENDATION: Waive Full Reading and Adopt Ordinance 25-468 to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 25-468 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

SUMMARY:

On June 9, 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

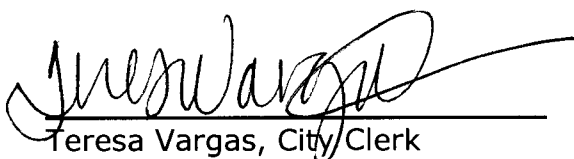
NOES: None

ABSTAIN: None

ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

6/30/25
Date

ORDINANCE NO. 25-468

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 southwestwardly 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.
<u>Enneking Dr.</u>	<u>Both</u>	<u>Beginning at centerline of River Islands Pkwy thence running northerly to centerline of Posey Street an approximate distance of 1045 feet</u>

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. <u>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.</u>
Old Harlan Road	Both	Entire length, north and south of Lathrop Road.
Old Harlan Road	Both	<u>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.</u>
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	<u>Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive.</u>
River Bend Drive	East	<u>Beginning at the centerline of Academy Drive, thence running southerly a distance of approximately 770 feet.</u>
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	<u>Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of private road Shorebreak Way.</u>
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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Quarterly Treasurer Report

March 2025

This report presents a detailed discussion of the City's fund balances and investment portfolio as of March 31, 2025. It includes all investments managed by the City on its own behalf as well as the City's Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of March 31, 2025, the investment portfolio was in compliance with all state laws and the City's Investment Policy.

Current Portfolio Summary

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

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

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

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

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

The following table (Table: 1) provides a summary of the City's cash and investments, by holding party, based on recorded value as of March 31, 2025 compared with the prior quarter:

Table: 1				
	December 31, 2024		March 31, 2025	
Holding Party	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$213,233,336	61%	\$224,306,210	62%
Investments held by Trustees	135,002,055	39%	136,969,008	38%
TOTAL	\$348,235,391	100%	\$361,275,218	100%

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

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

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


Significant payables paid out during the quarter include:

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

Quarterly Economic Update

According to the latest projections from PFM Asset Management; The first quarter of 2025 was characterized by uncertainty and worsening consumer sentiment due to the volatile rollout of the new administration's policies. Pro-growth fiscal policies proposed on the campaign trail including tax cuts and deregulation have yet to be realized, leaving rapidly changing tariff policy to weigh on growth prospects. Escalating trade tensions from tariffs have increased the probability of a U.S. economic recession in 2025. Progress towards the Federal Reserve's (Fed) 2% target remains stalled with goods inflation moving higher even before tariff policies were enacted. Fed Chair Powell noted economic data has not yet reflected tariffs and reiterated it will be difficult to directly project the impact of these policies on prices. Tariff concerns among consumers appear to be rising, as expectations for inflation over the next 12 months reached their highest levels since early 2023. U.S. Treasury yields moved lower in response to deteriorating growth expectations over the near term. While the Fed held rates steady over the quarter, futures markets are pricing in four 25 bps rate cuts for 2025. The labor market remains surprisingly resilient with both initial jobless claims and the unemployment rate at historically low levels. Additionally, monthly job gains continue to keep pace with labor force growth. With quits and hiring rates low, any acceleration in layoffs may result in job seekers remaining unemployed for longer. Federal job cuts and funding freezes could impact the hiring plans of sectors such as healthcare and higher education which rely on government funding.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on October 14, 2024, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.


 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of March 31, 2025

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 75,000,000	4.313%	26.30%	\$ 75,000,000
Wells Fargo Money Market Mutual Funds	\$ 3,244,833	4.150%	1.14%	\$ 3,244,833
California Asset Management Program	\$ 69,914,577	4.470%	24.52%	\$ 69,914,577
Total Investments Held by the City (1)	\$ 148,159,409	4.384%	51.96%	\$ 148,159,409

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
US Bank	\$ 3,314,500	4.290%	1.16%	\$ 3,314,500
UMB Bank	\$ 1,700,556	3.680%	0.60%	\$ 1,700,556
Union Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 248,339	0.260%	0.09%	\$ 248,339
PFM Asset Management + Year End FMV	\$ 131,185,096	4.290%	46.01%	\$ 131,185,096
PNC Bank	\$ 520,516	4.700%	0.18%	\$ 520,516
Total Investments Held by Trustees (2)	\$ 136,969,008	4.277%	48.04%	\$ 136,969,008

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 285,128,418	4.332%	100.00%	\$ 285,128,418
Cash in Checking Accounts - Recorded Value	\$ 76,146,800			
Total Cash and Investments	\$ 361,275,218			

One month benchmark for U.S. Treasuries: 4.37%

Three month benchmark for U.S. Treasuries: 4.34%

Notes:

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

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

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of March 31, 2025

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 75,000,000	-	-	\$ 75,000,000
Wells Fargo Money Market Mutual Funds (2)	\$ 3,234,434	10,399	-	\$ 3,244,833
California Asset Management Program	\$ 69,650,243	264,334	-	\$ 69,914,577
Total Investments Held by the City	\$ 147,884,677	274,733	-	\$ 148,159,409

Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
PNC Bank	\$ 518,646	1,870	-	\$ 520,516
SJ County Pooled Funds	\$ 249,479	-	(1,140)	\$ 248,339
UMB Bank	\$ 2,926,025	4,004	(1,229,473)	\$ 1,700,556
US Bank (3)	\$ 3,932,553	442,738	(1,060,791)	\$ 3,314,500
PFM Asset Management +Year End FMV	\$ 128,881,867	11,680,050	(9,376,820)	\$ 131,185,096
Total Investments Held by Trustees	\$ 136,508,569	\$ 12,128,662	\$ (11,668,223)	\$ 136,969,008

Total Cash in Checking Accounts Held by the City (2)	\$ 72,655,246	9,868,972	(6,377,418)	\$ 76,146,800
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Total Cash and Investments Held by the City and Trustees	\$ 357,048,492	\$ 22,272,367	\$ (18,045,641)	\$ 361,275,218
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Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Sales Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: SSJID SCSWSP O & M expenses.
- (3) Interest earnings from BlackRock Liquidity Funds T-Funds 30 Day Yield 4.290%, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of March 31, 2025

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	4.313%	Varies	On Demand	75,000,000	75,000,000
						\$ 75,000,000	\$ 75,000,000
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	4.150%	Varies	On Demand	3,244,833	3,244,833
						\$ 3,244,833	\$ 3,244,833
Califorina Asset Management Program							
	Liquidity Account No. 6084-001	N/A	4.470%	Varies	On Demand	69,914,577	69,914,577
						\$ 69,914,577	\$ 69,914,577
TOTAL INVESTMENTS HELD BY CITY							\$ 148,159,409
							\$ 148,159,409

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of March 31, 2025

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by US Bank							
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>							
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601		4.290%	10/18/05	On Demand	\$ 46	\$ 46
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602		4.290%	10/18/05	On Demand	\$ 240,566	\$ 240,566
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Prepayment Fund	6712138604		4.290%	10/18/05	On Demand	\$ 699	\$ 699
<i>LTHRP FIN AUTH REVENUE BONDS 2023 SERIES A</i>							
Money Market - Revenue Account	278276000		4.290%	7/1/23	On Demand	\$ 12,782	\$ 12,782
Money Market - Special Tax Fund	278276003		4.290%	7/2/23	On Demand	\$ 2,891	\$ 2,891
Money Market - CFD Reserve Account	278276004		4.290%	7/1/23	On Demand	\$ 216,795	\$ 216,795
Money Market - ReAD Reserve Account	278276006		4.290%	7/1/23	On Demand	\$ 621,771	\$ 621,771
Money Market - Acquired Obligations Fund	278276008		4.290%	7/2/23	On Demand	\$ 35	\$ 35
<i>2003-2A Lathrop CFD</i>							
Money Market- Interest Account	6711720001		4.290%	12/12/03	On Demand	\$ 358	\$ 358
Money Market-Reserve Account	6711712200		4.290%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account	6711720002		4.313%	03/19/03	On Demand	\$ 727,992	\$ 727,992
<i>CDPH/CDWR - SRF Loan</i>							
Agreement Account	6711908800		4.290%	12/22/10	On Demand	\$ 1,637	\$ 1,637
Agreement Account - Reserve Fund	6711908801		4.290%	12/22/10	On Demand	\$ 652,236	\$ 652,236
<i>2015 Crossroads Series B</i>							
2015 Crossroads Series B - LOIB RDP	6712138801		4.290%	09/01/15	On Demand	\$ 854	\$ 854
2015 Crossroads Series B - LOIB Reserve	6712138803		4.290%	09/01/15	On Demand	\$ 835,836	\$ 835,836
2015 Crossroads Series B - Cost of Issuance	6712138804		4.290%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805		4.290%	09/01/15	On Demand	\$ 1	\$ 1
2015 Crossroads Series B - COI Custodian Agreement	6712198801		4.290%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - US Bank						\$ 3,314,500	\$ 3,314,500
Investments Held by PNC Bank by Account							
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>							
Certificate of Deposit - Reserve Fund			4.700%	5/22/19		\$ 520,516	\$ 520,516
Total Investments Held by Trustee -PNC Bank						\$ 520,516	\$ 520,516

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of March 31, 2025

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1		3.680%	02/01/19	On Demand	\$ 44,720	\$ 44,720
Other Improvement Areas - Admin Expense Reserve Fund	149232.2		3.680%	02/01/19	On Demand	\$ 181,666	\$ 181,666
Improvement Area 1 - Principal Account	149232.3		3.680%	02/01/19	On Demand	\$ 42,505	\$ 42,505
Improvement Area 1 - Redemption Account	149232.4		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5		3.680%	02/01/19	On Demand	\$ 35	\$ 35
Improvement Area 1 - Admin Expense Account	149232.6		3.680%	02/01/19	On Demand	\$ 12,693	\$ 12,693
Improvement Area 1 - Reserve Fund	149232.7		3.680%	02/01/19	On Demand	\$ 343,866	\$ 343,866
Improvement Area 1 - Surplus Fund	149232.8		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1		3.680%	02/01/19	On Demand	\$ 23,057	\$ 23,057
Improvement Area 2 - Redemption Account	149265.2		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3		3.680%	02/01/19	On Demand	\$ 22	\$ 22
Improvement Area 2 - Admin Expense Account	149265.4		3.680%	02/01/19	On Demand	\$ 14,556	\$ 14,556
Improvement Area 2 - Reserve Fund	149265.5		3.680%	02/01/19	On Demand	\$ 220,751	\$ 220,751
Improvement Area 2 - Surplus Fund	149265.6		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1		3.680%	02/01/19	On Demand	\$ 46,270	\$ 46,270
Improvement Area 3 - Redemption Account	149267.2		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3		3.680%	02/01/19	On Demand	\$ 43	\$ 43
Improvement Area 3 - Admin Expense Account	149267.5		3.680%	02/01/19	On Demand	\$ 12,995	\$ 12,995
Improvement Area 3 - Reserve Fund	149267.6		3.680%	02/01/19	On Demand	\$ 434,286	\$ 434,286
Improvement Area 3 - Surplus Fund	149267.7		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1		3.680%	02/01/19	On Demand	\$ 20,000	\$ 20,000
Improvement Area 4 - Redemption Account	149268.2		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4		3.680%	02/01/19	On Demand	\$ 14,233	\$ 14,233
Improvement Area 4 - Reserve Fund	149268.5		3.680%	02/01/19	On Demand	\$ 151,110	\$ 151,110
Improvement Area 4 - Surplus Fund	149268.6		3.680%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1		3.680%	02/01/19	On Demand	\$ 10,279	\$ 10,279
Improvement Area 5 - Redemption Account	149269.2		3.680%	02/01/19	On Demand	\$ 19	\$ 19
Improvement Area 5 - Interest Account	149269.3		3.680%	02/01/19	On Demand	\$ 12	\$ 12
Improvement Area 5 - Admin Expense Account	149269.4		3.680%	02/01/19	On Demand	\$ 11,894	\$ 11,894

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of March 31, 2025

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5		3.680%	02/01/19	On Demand	\$ 115,544	\$ 115,544
Improvement Area 5 - Surplus Fund	149269.6		3.680%	02/01/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD							
Special Tax Fund	149261.1		3.680%	02/01/19	On Demand	\$ -	\$ -
Surplus Fund	149261.2		3.680%	02/01/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank						\$ 1,700,556	\$ 1,700,556
Investments Held by San Joaquin County by Account							
<i>Sanitary Sewer Assessment District #1</i>							
Pooled Funds - Redemption Account	SI CO FUND # 57961		0.260%	10/1/87	On Demand	\$ 248,339	\$ 248,339
Total Investments Held by Trustee - San Joaquin County						\$ 248,339	\$ 248,339
Investments Held by PFM Asset Management by Account							
<i>PFM Asset Management</i>							
Money Market Fund	20260109	PFM Funds - Govt Select		AAAmm		\$ 348,361	\$ 348,361
US Treasury Bond / Note							
US Treasury Notes	91282CGR6	4.625%	03/15/23	03/15/26		\$ 4,120,500	\$ 4,120,500
US Treasury Notes	91282CKH3	4.500%	03/31/24	03/31/26		\$ 1,255,049	\$ 1,255,049
US Treasury Notes	91282CGV7	3.750%	04/15/23	04/15/26		\$ 74,763	\$ 74,763
US Treasury Notes	91282CKK6	4.875%	04/30/24	04/30/26		\$ 1,260,615	\$ 1,260,615
US Treasury Notes	91282CHB0	3.625%	05/15/23	05/15/26		\$ 1,343,831	\$ 1,343,831
US Treasury Notes	91282CKS9	4.875%	05/31/24	05/31/26		\$ 2,624,172	\$ 2,624,172
US Treasury Notes	91282CHH7	4.125%	06/15/23	06/15/26		\$ 575,741	\$ 575,741
US Treasury Notes	91282CHH7	4.125%	06/15/23	06/15/26		\$ 6,808,765	\$ 6,808,765
US Treasury Notes	91282CKY6	4.625%	07/01/24	06/30/26		\$ 1,410,172	\$ 1,410,172
US Treasury Notes	91282CHM6	4.500%	07/15/23	07/15/26		\$ 1,861,130	\$ 1,861,130
US Treasury Notes	91282CLB5	4.375%	07/31/24	07/31/26		\$ 4,019,064	\$ 4,019,064
US Treasury Notes	91282CHU8	4.375%	08/15/23	08/15/26		\$ 628,076	\$ 628,076
US Treasury Notes	91282CHU8	4.375%	08/15/23	08/15/26		\$ 2,964,520	\$ 2,964,520
US Treasury Notes	91282CLH2	3.750%	09/03/24	08/31/26		\$ 996,680	\$ 996,680
US Treasury Notes	91282CHY0	4.625%	09/15/23	09/15/26		\$ 2,320,935	\$ 2,320,935
US Treasury Notes	91282CIC6	4.625%	10/15/23	10/15/26		\$ 2,524,120	\$ 2,524,120
US Treasury Notes	91282CIK8	4.625%	11/15/23	11/15/26		\$ 808,094	\$ 808,094
US Treasury Notes	91282CIK8	4.625%	11/15/23	11/15/26		\$ 2,020,234	\$ 2,020,234
US Treasury Notes	91282CIP7	4.375%	12/15/23	12/15/26		\$ 604,031	\$ 604,031
US Treasury Notes	91282CIP7	4.375%	12/15/23	12/15/26		\$ 8,028,584	\$ 8,028,584
US Treasury Notes	91282CME8	4.250%	12/31/24	12/31/26		\$ 1,256,104	\$ 1,256,104
US Treasury Notes	91282CIT9	4.000%	01/15/24	01/15/27		\$ 4,152,917	\$ 4,152,917
US Treasury Notes	91282CMH1	4.125%	01/31/25	01/31/27		\$ 2,206,703	\$ 2,206,703
US Treasury Notes	91282CKA8	4.125%	02/15/24	02/15/27		\$ 6,671,559	\$ 6,671,559
US Treasury Notes	91282CKE0	4.250%	03/15/24	03/15/27		\$ 1,710,027	\$ 1,710,027

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of March 31, 2025

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes		91282CKJ9	4.500%	04/15/24	04/15/27	\$ 1,263,868	\$ 1,263,868
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 404,578	\$ 404,578
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 1,365,451	\$ 1,365,451
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 5,765,237	\$ 5,765,237
US Treasury Notes		91282CKV2	4.625%	06/17/24	06/15/27	\$ 3,653,579	\$ 3,653,579
US Treasury Notes		91282CKZ3	4.375%	07/15/24	07/15/27	\$ 302,942	\$ 302,942
US Treasury Notes		91282CKZ3	4.375%	07/15/24	07/15/27	\$ 2,625,493	\$ 2,625,493
US Treasury Notes		91282CLG4	3.750%	08/15/24	08/15/27	\$ 7,620,119	\$ 7,620,119
US Treasury Notes		91282CLL3	3.375%	09/16/24	09/15/27	\$ 3,258,750	\$ 3,258,750
US Treasury Notes		91282CLQ2	3.875%	10/15/24	10/15/27	\$ 4,545,022	\$ 4,545,022
US Treasury Notes		91282CLX7	4.125%	11/15/24	11/15/27	\$ 7,638,889	\$ 7,638,889
US Treasury Notes		91282CMB4	4.000%	12/16/24	12/15/27	\$ 3,708,384	\$ 3,708,384
US Treasury Notes		91282CMF5	4.250%	01/15/25	01/15/28	\$ 3,530,352	\$ 3,530,352
US Treasury Notes		91282CMN8	4.250%	02/18/25	02/15/28	\$ 7,316,272	\$ 7,316,272
US Treasury Subtotal:						\$ 115,245,322	\$ 115,245,322

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of March 31, 2025

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Supra-national Agency Bond / Note							
Intl BK Recon & Develop Notes		459058LE1	4.750%	04/10/24	04/10/26	\$ 1,760,610	\$ 1,760,610
Intl Finance Corp Notes		45950KDF4	4.375%	12/06/23	01/15/27	\$ 558,241	\$ 558,241
Inter-American Devel BK Corporate Notes		4581X0EM6	4.375%	12/12/23	02/01/27	\$ 1,408,340	\$ 1,408,340
						\$ 3,727,191	\$ 3,727,191
Supra-National Agency Subtotal							
Federal Agency Bond/Note							
Fannie Mac Notes (Callable)		3134GXM35	3.600%	08/05/22	08/01/25	\$ 722,974	\$ 722,974
Federal Home Loan Banks Notes (Callable)		3130AN3T5	1.000%	03/23/21	03/23/26	\$ 730,746	\$ 730,746
Federal Home Loan Banks Notes (Callable)		3130ALGJ7	1.000%	03/23/21	03/23/26	\$ 1,512,220	\$ 1,512,220
Federal Home Loan Banks Notes (Callable)		3130ANCD0	1.110%	07/30/21	07/27/26	\$ 1,521,370	\$ 1,521,370
FECB Bonds		3133EPSW6	4.500%	08/14/23	08/14/26	\$ 1,459,714	\$ 1,459,714
Fannie Mae Notes (Callable)		3135G06L2	0.875%	12/18/20	12/18/26	\$ 782,093	\$ 782,093
Federal Home Loan Bank		3130BSK64	4.000%	03/14/25	03/10/27	\$ 2,603,097	\$ 2,603,097
Fannie Mae Notes (Callable)		3135GAS28	5.420%	04/30/24	04/23/27	\$ 1,250,476	\$ 1,250,476
						\$ 10,582,689	\$ 10,582,689
Federal Agency Subtotal:							
Interest							
Total Accrued Interest + Year End FMV						\$ 1,281,535	\$ 1,281,535
Total Investments Held by Trustee -PFM Asset Management						\$ 131,185,096	\$ 131,185,096
Total Investments Held by Trustees						\$ 136,969,008	\$ 136,969,008

**ITEM: OUT-OF-STATE TRAVEL APPROVAL FOR CITY STAFF
TO PARTICIPATE IN THE IAMC FALL FORUM IN
OCTOBER 2025**

**RECOMMENDATION: Adopt a Resolution Authorizing Out-of-State Travel
for the Economic Development Administrator to
Attend and Represent the City of Lathrop at the
Industrial Asset Management Council's Fall Forum
in Indianapolis, Indiana from October 17, 2025 –
October 22, 2025**

SUMMARY:

In an effort to market the City of Lathrop to new job generating businesses and attract industrial investment opportunities, the Economic Development Administrator requests approval to travel out-of-state to attend the Fall 2025 Industrial Asset Management Council (IAMC) forum to be held in Indianapolis, Indiana from October 17, 2025 through October 22, 2025. IAMC is a U.S. based industrial and manufacturing real estate trade association.

BACKGROUND:

The Economic Development Administrator position was established to promote the City's attributes for economic opportunities that will enhance the overall well-being and quality of life of the community and its residents. The IAMC forum presents a networking and marketing opportunity to attract new job generating businesses and industrial investment to the City of Lathrop.

IAMC is a membership organization comprised of Industrial Real Estate professionals. Corporate members include Pepsico, Thermo Fisher Scientific, Lockheed Martin, Boeing, Kellogg, Weyerhaeuser, Medline, and more. Service providers, such as site selection consultants, national brokers, and developers, as well as Economic Developers, are permitted to join. However, the membership is exclusive to corporate real estate professionals allowing only one service provider and one economic developer per corporate real estate professional to join to maintain a balanced membership. Forums are held twice a year to allow networking and deal-making opportunities related to the industrial industry.

Staff is requesting out-of-state travel for attendance at the IAMC Fall 2025 Forum and participation in the Team California hosted dinner event. Expenses for this out-of-state travel request include event registration, airfare, transportation, hotel, food, and participation in the Team California hosted dinner. Additionally, Team California recently restructured their membership and participation fees, resulting in a savings of approximately \$1,000 to the City for participating in this forum.

**CITY MANAGER'S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR CITY STAFF**

PAGE 2

ATTACHMENT "B" includes additional IAMC Fall 2025 Conference and Team California participation information.

REASON FOR RECOMMENDATION:

Staff requests that the City Council adopt the proposed resolution authorizing Out-of-State Travel for the Economic Development Administrator to participate in the IAMC Fall Forum being held in Indianapolis, Indiana from October 17, 2025 to October 22, 2025 for the purpose of marketing, outreach, and business attraction.

FISCAL IMPACT:

The total cost for the ICSC conference is estimated to be \$5,200. All expenses relating to this conference are within the City Manager Department's Economic Development Division FY 2025-2026 budget as approved by City Council.

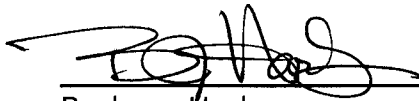
ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop to Authorize Out-of-State Travel for the Economic Development Administrator to Attend and Represent the City of Lathrop at the Industrial Asset Management Council's Fall Forum in Indianapolis, Indiana from October 17, 2025 to October 22, 2025
- B. Information regarding the IAMC 2025 Fall Forum and Team California hosted dinner event

**CITY MANAGER'S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR CITY STAFF**

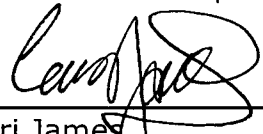
PAGE 3

APPROVALS:



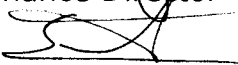
Barbara Harb
Economic Development Administrator

6-30-2025
Date




Cari James
Finance Director

7/1/2025
Date



Salvador Navarrete
City Attorney

6-30-2025
Date



Stephen J. Salvatore
City Manager

7-3-25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR THE ECONOMIC DEVELOPMENT ADMINISTRATOR TO ATTEND AND REPRESENT THE CITY OF LATHROP AT THE INDUSTRIAL ASSET MANAGEMENT COUNCIL'S (IAMC) FALL FORUM IN INDIANAPOLIS, INDIANA FROM OCTOBER 17, 2025 TO OCTOBER 22, 2025

WHEREAS, City Council approved funding for a full-time Economic Development Administrator position to carry out economic development activities on behalf of the City; and

WHEREAS, participation in this event allows staff to identify targeted industry opportunities supporting the creation of local jobs and to build and nurture professional relationships with corporate industrial real estate executives; and

WHEREAS, funding identified for the marketing event was considered and approved within the FY 2025-2026 budget.

THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, authorizes out-of-state travel for the Economic Development Administrator to attend and represent the City of Lathrop at the IAMC Fall Forum in Indianapolis, Indiana from October 17, 2025 – October 22, 2025.

The foregoing resolution was passed and adopted this 14th day of July 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

PAUL AKINJO, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Overview | Register | Hotel Information | Schedule | Program Highlights | Networking Highlights
 | Registration Fees | Sponsors | Submit a Proposal | Attendees



In today's fast-paced environment, corporate real estate professionals must prioritize agility and flexibility to stay competitive and resilient. As political and economic shifts, evolving workplace expectations and technological advancements reshape the landscape, those who can adapt swiftly and strategically will lead the way.

From rethinking space utilization and optimizing hybrid work environments to leveraging data-driven decision-making and sustainable practices, the Fall Forum will offer critical insights to help navigate the complexities of the modern world. Whether you're focused on enhancing operational efficiency, ensuring workforce flexibility or unlocking new opportunities, this event is designed to equip you with tools to thrive in an era defined by agility.

Join us this October to connect with fellow industry leaders and innovators to share best practices and actionable strategies to meet both current demands and future challenges.

[Register Here](#)

REGISTRATION FEES

IAMC Members

Member Type	By July 25	By Sept. 12	After Sept. 12
Corporate Member	\$810	\$860	\$960
1st Time Corporate Member Special (Registration plus membership dues for 1 year)	\$1,185	\$1,235	\$1,335
1st Economic Developer/Service Provider Company Member Rep*	\$1,250	\$1,325	\$1,400
2nd Economic Developer/Service Provider Company Member Rep*	\$1,250	\$1,325	\$1,400
Academic Member	\$550	\$600	\$700
Retired Member	\$550	\$600	\$700



YOUR TEAMCALIFORNIA MEMBERSHIP 2025-2026

Enhancements

Increased Value, Visibility And Access

Our new membership tiers = a smarter investment in the new fiscal year, not to mention less hassle and increased value for you!



Adjusted Membership Tiers and Benefits

New A La Carte Base Rate Structure

Public or Private Utilities & CCAs: **\$10,000**

Regional Marketing Groups & Statewide Agencies: **\$5,000**

Sub-Regional Economic Development Organizations: **\$4,000**

Single County or City EDOs: **\$3,000**

Workforce Investment Boards, Community Colleges,

Universities: **\$3,000**

Private Businesses (Associate Member): **\$5,000**

Optional A La Carte Marketing Add-On: + \$3,000

Added to Base Rate Listed Above

- Guaranteed feature in industry publications' (e.g., Site Selection Magazine, Western Real Estate Business, etc.).
- Quarterly regional economic reports & trade show insights.
- Participation in one in-person or digital FAM tour.
- One podcast feature for your organization, annually.
- Enhanced website listings: Zoom Tour (up to ten tours), Resimplified property data

-OR-

Premium Membership Offerings

\$12,000 Tier: Includes base membership, marketing add-on, & option to participate in up to 6 events (excludes utilities & CCAs).

\$20,000 Tier: Includes base membership, marketing add-on, & option to **participate in all events** (2 MTC tickets, major supporter listing on our website).

Our Planned Upcoming Events

(Or Events Of Similar Caliber)

- Food Processing Expo / Future Food Tech
- Entertainment Experience Evolution
- World Ag Expo
- NAIOP ICON West
- ICSC@ Monterey
- Site Selectors Guild Annual Spring Conference
- IAMC Spring Forum
- ICSC Las Vegas
- BIO 2026 (Exhibitor Pass)
- Site Selectors Guild Fall Conference
- ICSC@ Western
- IAMC Fall Forum
- Regional Road Show (Digital or In-Person)

Exclusions (Events Requiring Additional Sponsorship)

- Meet the Consultants 2025 Host & Private Dinner Sponsorship
- SelectUSA Spin-Off Events
- BIO 2026 Major Pavilion Co-Op
- Special Forum Hosting (IAMC or Site Selectors Guild in California)

**CITY MANAGER'S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM: CERTIFY AND APPROVE THE 2025 UPDATE TO
THE CITY OF LATHROP SEWER SYSTEM
MANAGEMENT PLAN**

**RECOMMENDATION: Adopt Resolution to Certify and Approve the
2025 Update to the City of Lathrop Sewer
System Management Plan**

SUMMARY:

The City of Lathrop is required under State Water Resources Control Board (SWRCB) General Order No. 2022-0103-DWQ, to develop and implement a Sanitary Sewer Management Plan (SSMP). An update to the existing SSMP is needed to reflect current conditions and for compliance with the State regulations which is due on August 2, 2025.

Staff is requesting Council to both certify and approve that the 2025 SSMP update and its program of implementation (as described in the SSMP) are in compliance with the SWRCB Order and authorize the Assistant City Manager to sign the certification for submission to the SWRCB.

BACKGROUND:

On December 6, 2022, the SWRCB adopted Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, General Order No. 2022-0103-DWQ. This General Order reissued the requirements originally established under Order No. 2006-0003-DWQ and includes updates to clarify protection of both surface and groundwaters of the State from sanitary sewer spills, address climate change impacts, and expands electronic reporting requirements. On February 10, 2025, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to update the City's SSMP. EKI has updated the SSMP and the draft SSMP was uploaded to the City's website for public review and comment. Adoption and recertification by Council is required whenever significant updates to the SSMP are made. The update is considered significant due to the changes put forth by the new General Order.

REASON FOR RECOMMENDATION:

Staff is requesting Council to both certify and approve that the 2025 SSMP update and its program of implementation (as described in the SSMP) are in compliance with the SWRCB Order and authorize the Assistant City Manager to sign the certification for submission to the SWRCB.

CITY MANAGER'S REPORT
JULY 14, 2025, CITY COUNCIL REGULAR MEETING
CERTIFY AND APPROVE THE 2025 UPDATE TO THE CITY OF LATHROP
SEWER SYSTEM MANAGEMENT PLAN

PAGE 2

FISCAL IMPACT:

No additional fiscal impact is associated with this action. The cost to prepare and implement the SSMP is budgeted in the WW 24-22 SSO Reduction Regulatory Compliance Program.


ATTACHMENTS:

- A. Resolution to Certify and Approve the 2025 Update to the City of Lathrop Sewer System Management Plan
- B. City of Lathrop Sewer System Management Plan (SSMP), June 2025

CITY MANAGER'S REPORT
JULY 14, 2025, CITY COUNCIL REGULAR MEETING
CERTIFY AND APPROVE THE 2025 UPDATE TO THE CITY OF LATHROP
SEWER SYSTEM MANAGEMENT PLAN

PAGE 3


APPROVALS:



Jonah Sonner
Compliance Engineer

6/23/2025


Date



Brad Taylor
City Engineer

6/23/2025

Date



Cari James
Finance Director

6/30/2025

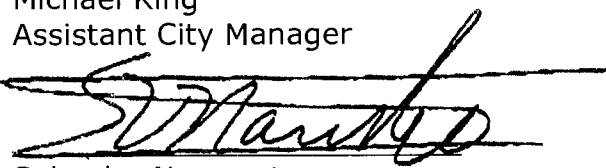
Date



Michael King
Assistant City Manager

6.23.2025


Date



Salvador Navarrete
City Attorney

6/24/2024

Date



Stephen J. Salvatore
City Manager

7.8.25

Date

RESOLUTION 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CERTIFY AND APPROVE THE 2025 UPDATE TO THE CITY OF LATHROP SEWER SYSTEM MANAGEMENT PLAN

WHEREAS, the City of Lathrop, along with all public entities that own or operate sanitary sewer systems in the State of California, is required by the State Water Resources Control Board (SWRCB) Order No. 2022-0103-DWQ, to develop and implement a Sanitary Sewer Management Plan (SSMP); and

WHEREAS, an update to the existing SSMP is needed to reflect new General Order requirements and for compliance with the State regulations which is due on August 2, 2025; and

WHEREAS, on February 10, 2025, the City Council approved an agreement with EKI Environment & Water, Inc. (EKI) to update the City's SSMP and working with City staff, EKI has completed the update of the SSMP; and

WHEREAS, the SWRCB Order requires both the SSMP and the Enrollee's program to implement the SSMP to be certified by the Enrollee's governing board to be in compliance with the requirements set forth in the SWRCB Order and must be presented to the Enrollee's governing board for approval at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby both approves and certifies that the update of the City of Lathrop Sanitary Sewer Management Plan and the program to implement the SSMP, are in compliance with the SWRCB Order No. 2022-0103-DWQ, and authorizes the Assistant City Manager to sign the certification to the SWRCB.

The foregoing resolution was passed and adopted this 14th day of July, 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

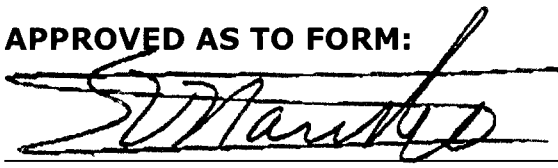
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment

• B •



CITY OF LATHROP
Sewer System Management Plan

June 2025

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List of Abbreviations and Acronyms

ADWF	Average Dry Weather Flow
ARV	Air/Vacuum Release Valves
Cal OES	California Office of Emergency Services
CCTV	closed circuit television
CIP	capital improvement project
CIWQS	California Integrated Water Quality System
CTF	Consolidated Treatment Facility
d/D	depth to diameter
FOG	Fats, Oils and Grease
FSE	Food Service Establishment
GIS	geographical information system
gpd/du	gallons per day per dwelling unit
gpd/ac	gallons per day per acre
GWDR	General Waste Discharge Requirements
I&I	infiltration and inflow
I-205	Interstate 205
I-5	Interstate 5
IPP	Industrial Pretreatment Program
IWRMP	Integrated Water Resources Master Plan
LMC	Lathrop Municipal Code
LRO	legally responsible official
LS	lift station
MWQCF	Manteca Water Quality Control Facility
NPDES	National Pollutant Discharge Elimination System
O&M	Operations & Maintenance
OPC	Opinion of Probable Cost
POTW	publicly owned wastewater treatment plant
PS	pump station
PWD	Public Works Department
PWWF	Peak Wet Weather Flow
RWQCB	Regional Water Quality Control Board

List of Tables, Figures and Appendices

SCADA	Supervisory Control and Data Acquisition
SERP	Spill Emergency Response Plan
SR-120	State Route 120
SSMP	Sewer System Management Plan
SSOs	sewer system overflow
SWRCB	State Water Resources Control Board
VWNA	Veolia Water, North America
WWSMP	Wastewater System Master Plan

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APPENDIX A – Element 2 (Organization) Supporting Documents
APPENDIX B – Element 3 (Legal Authority) Supporting Documents
APPENDIX C – Element 4 (Operations and Maintenance Program) Supporting Documents
APPENDIX D – Element 6 (Spill Emergency Response Plan) Supporting Documents
APPENDIX E – Element 7 (Sewer Pipe Blockage Control Program) Supporting Documents
APPENDIX F – Element 8 (System Evaluation, Capacity Assurance, and Capital Improvements) Supporting Documents
APPENDIX G – Element 9 (Monitoring, Measurement, & Program Modifications) Supporting Documents
APPENDIX H – Element 10 (Internal Program Audits) Supporting Documents
APPENDIX I – Element 11 (Communication Program) Supporting Documents

INTRODUCTION

This introductory section provides background information on the purpose and organization of this City of Lathrop (City) Sewer System Management Plan (SSMP) and provides a brief overview of the City's service area and sewer system.

SSMP Requirement Background

This SSMP has been prepared and updated to comply with the requirements contained in State Water Resources Control Board (SWRCB) General Order No. 2022-0103-DWQ, adopted on December 6, 2020 and effective June 5, 2023. This General Order reissued the General Waste Discharge Requirements originally established under Order No. 2006-0003-DWQ and includes updates to clarify protection of both surface and groundwaters of the State, address climate change impacts, and expand electronic reporting requirements.

This SSMP was originally adopted in July 2009 and was updated in 2013, 2018, 2022 and 2023. A history of changes and amendments to the SSMP since the City's first adoption in 2009 is included in the SSMP Change Log in Appendix G.

Document Organization

This SSMP includes eleven elements, as listed below and required in the General Order. Each of these elements forms a section of this document.

1. Sewer System Management Plan Goal and Introduction
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Spill Emergency Response Plan
7. Blockage Control Program
8. System Evaluation, Capacity Assurance, and Capital Improvements
9. Monitoring, Measurement, and Program Modifications
10. Internal Program Audits
11. Communication Plan

Each element section is organized into sub-sections, as follows:

- Description of the regulatory requirements for that element, included italicized font in grey text boxes at the beginning to each element;
- Identification of associated appendix and list of supporting information included in the appendix; and
- Discussion of the element. The discussion may be split into multiple sub-sections depending on length and complexity.

Supporting information for each element is included in an appendix associated with that section, as applicable. In general, information expected to require relatively frequent updates (such as names and phone numbers of staff) are included in appendices, as well as other supporting information, such as forms or schedules.

ELEMENT 1: SEWER SYSTEM MANAGEMENT PLAN GOAL AND INTRODUCTION

The summarized requirements for the Goals element of the SSMP are as follows:

1.1 Regulatory Requirements for Goals Element

D.1. Goals: *The goal of the SSMP is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.*

D.1.1. Regulatory Context: *The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.*

D.1.2. SSMP Update Schedule: *The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.*

D.1.3. Sewer System Asset Overview: *The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:*

- *Location, including county(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percent of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment.

1.2 Element 1 Appendix

Supporting information for Element 1 is included in Appendix C. This appendix includes the following documents:

1. Figure C-1. City of Lathrop Wastewater Infrastructure
2. Figure C-2. City of Lathrop Sewer Collection Systems and Pump Station Drainage Areas

Element 1: Sewer System Management Plan Goal and Introduction

1.3 Goals Discussion

In support of this SSMP, the City has developed the following goals to properly manage, operate and maintain its sewer system:

1. To properly manage, operate, and maintain all portions of the City's sewer system.
2. To prevent public health hazards.
3. To meet all applicable regulatory notification, monitoring, and reporting requirements.
4. Use funds available for sewer operations in the most efficient manner by performing preventative maintenance and extending the useful life of the sewer system.
5. Convey wastewater to treatment facilities with a minimum of infiltration, inflow, and exfiltration.
6. Provide adequate capacity to convey peak wastewater flows.

This SSMP will contribute to the proper management of the collection system and assist the City in preventing public health hazards due to sanitary sewer overflows (SSOs) by providing guidance for appropriate maintenance, capacity management, and emergency response.

1.4 Update Schedule

The General Order requires every local public sewer collection system agency to develop an SSMP and update it every six years. An SSMP Audit must be conducted at least once every three years and further discussed in Element 10. The City's current required SSMP update is due on 2 August 2025 under the new SWRCB general order. A history of changes and amendments to the SSMP since the City's first adoption in 2009 is included in the SSMP Change Log in Appendix G.

- **Current SSMP Update:** 2 August 2025
- **Next Audit Start Date:** 2 August 2028
- **Next Audit Due Date:** 2 February 2029
- **Next SSMP Update:** 2 August 2031

1.5 Asset Overview

The City is located 70 miles east of San Francisco in San Joaquin County. It is located at the interchange of three major freeways: Interstate 5 (I-5), Interstate 205 (I-205), and State Route 120 (SR-120). The City of Lathrop is located nearby or adjacent to unincorporated areas of San Joaquin County and the City of Stockton towards the north, the City of Manteca towards the east, the City of Tracy towards the south, and the San Joaquin –

Element 1: Sewer System Management Plan Goal and Introduction

Sacramento River Delta towards the west. The City has an area of 21 square miles of level terrain, and a population of 38,596 in January 2025¹.

The City's wastewater is conveyed by two separate collection systems to two publicly owned wastewater treatment plants (POTWs) that are operated under two separate permits administered by the RWQCB:

1. Collection system "Lathrop CTF Collection System" (WDID 5SSO10985), which conveys wastewater from the Crossroads industrial area and the areas west of I-5, including the Mossdale, River Islands, and Central Lathrop areas to the Lathrop Consolidated Treatment Facility (LCTF, formerly known as WRP-1);
2. Collection system "Lathrop CS to MWQCF CS" (WDID 5SSO10897), which conveys wastewater from areas east of I-5 that are not part of the Crossroads industrial area to the Manteca Water Quality Control Facility (MWQCF).

Wastewater generated in the Crossroads industrial area previously was treated at the Crossroads wastewater treatment facility, which was decommissioned in 2015 and is now combined with the CTF. The CTF produces tertiary treated recycled water that is stored in recycled water storage ponds and distributed to either designated land application areas, City owned parks, landscaping, or discharged to the San Joaquin River. In February 2022, the RWQCB approved a National Pollutant Discharge Elimination System (NPDES) permit to discharge the CTF effluent to the San Joaquin River. Discharge to the San Joaquin River began in February 2024.

The City's wastewater collection system consists of approximately 102.2 miles of gravity mains, 23.6 miles of force mains, as well as 15 lift and pump stations. The City has a supervisory control and data acquisition (SCADA) system for control and monitoring of facilities.

¹ California DOF 2025. E-1 Population Estimates for Cities, Counties, and the State — May 1, 2025.

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ELEMENT 2: ORGANIZATION

This section of the SSMP identifies City staff who are responsible for implementing this SSMP, responding to SSO events, and meeting the SSO reporting requirements. This section also includes the designation of the Authorized Representative to meet SWRCB requirements for completing and certifying spill reports.

2.1 Regulatory Requirements for Organization Element

D.2. Organization: *The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:*

- *The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- *The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements;*
- *Organizational lines of authority; and*
- *Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)*

2.2 Element 2 Appendix A

Supporting information for Element 2 is included in Appendix A. This appendix includes the following documents:

1. Figure A-1. Organization Chart of Wastewater Utility Staff
2. Description of General Responsibilities for Wastewater Utility Staff
3. Table A-1. Names and Telephone Numbers of Staff Responsible for SSMP
4. Table A-2. List of Staff Responsible for SSMP Elements

2.3 Organization Discussion

This section discusses the organization and roles of wastewater utility staff, the authorized representative to the SWRCB, and key staff responsible for implementing and maintaining the SSMP.

Department Organization

The organization chart for the management, operation, and maintenance of the City's wastewater collection system is shown on Appendix A, Figure A-1. The names and phone numbers of staff filling these positions are included in Appendix A, Table A-1.

Description of General Responsibilities

Descriptions of Public Works Department (PWD) staff responsibilities are included in Appendix A.

The PWD Utilities Division (Utilities) have the lead responsibility for the operation and maintenance of the collection system. Utilities staff have the primary responsibility to respond to, clean up, and document SSOs from the collection system, including from lift and pump stations. The City's Compliance Engineer has primary responsibility to log all documentation of any SSOs and assist the City's authorized representatives in providing any necessary agency notifications. Contract operators (i.e., Veolia Water, North America [VWNA]) at CTF are responsible for monitoring the quality and quantity of water generated and received at the plant.

The PWD Engineering Division have the primary responsibility in planning, design, and construction of the collection system's Capital Improvement Projects (CIPs). The Compliance Engineer assists with managing the City's compliance programs and regulatory permits including this Sanitary Sewer System General Order and others. The Senior Construction Inspector is responsible for ensuring the new and rehabilitated assets meet the City's standards.

Authorized Representative

The City's authorized representative in all wastewater collection system matters is the Public Works Director or their designee. The Public Works Director or their designee is authorized to certify electronic spill reports submitted to the RWQCB via the California Integrated Water Quality System (CIWQS) and is a legally responsible official (LRO). As the LRO, the Public Works Director or their designee, shall possess a recognized degree related to operations and maintenance of sanitary sewer systems, and have professional training and experience related to the management of sanitary sewer systems.

The Utilities Superintendent has also been designated as an LRO who can certify electronic SSO reports in CIWQS. Multiple LROs ensure the City has continuous LRO coverage.

Additional PWD Engineering and Administrative staff are authorized to submit SSO reports to the appropriate government agencies and are designated as "Data Submitter" in the CIWQS system.

Responsibility for SSMP Implementation

Description of general responsibilities for City staff for implementing specific measures in the SSMP program are provided in Appendix A, Table A-2.

2.4 SSO Reporting Chain of Communication

The chain of communication for reporting SSOs is included in the City's Spill Emergency Response Plan (SERP) in Appendix D. The Compliance Engineer has the lead responsibility for reporting SSOs to the appropriate regulatory agencies, with assistance from Utilities staff and Administrative staff.

Officials receiving immediate notification of the SSO vary depending on the size of the spill and whether or not the spill contains hazardous materials, affects surface waters, or

has the potential to impact human health. Table 2-1 lists these officials and the circumstances under which they are notified immediately. Detailed notification procedures are described in Section VII of the SERP.

TABLE 2-1
OFFICIALS RECEIVING IMMEDIATE NOTIFICATION OF SSO

Contact	Circumstance for Immediate Notification
Utilities Superintendent	All SSOs.
Compliance Engineer	All SSOs.
Assistant City Manager (acting Public Works Director)	Major SSOs (greater than 1,000 gallons), or those affecting surface water or human health.
City Manager	Major SSOs (greater than 50,000 gallons), or those affecting surface water or human health.
California Office of Emergency Services (within 2 hours)	Major SSOs (greater than 1,000 gallons), or those affecting surface water or human health.
Regional Water Quality Control Board (within 72 hours)	Major SSOs (greater than 1,000 gallons), or those affecting surface water or human health. (SSO Categories 1 and 2)
Lathrop Manteca Fire Department	SSOs involving hazardous materials.
San Joaquin County Department of Environmental Health	SSOs that may impact human health.
State Water Resources Control Board, Division of Drinking Water	SSOs affecting the City's Drinking Water System or water supplies.
California Department of Fish and Wildlife	SSOs causing a fish kill.
South San Joaquin Irrigation District	SSOs resulting in a discharge into the South San Joaquin Irrigation District Canal.

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ELEMENT 3: LEGAL AUTHORITY

This element of the SSMP discusses the City's Legal Authority, including its Municipal Code and agreements with other agencies. This section fulfills the Legal Authority requirement of the SWRCB (Element 3)

3.1 Regulatory Requirements for Legal Authority Element

The requirements for the Legal Authority element of the SSMP (Element 3) are summarized below:

D.3. Legal Authority: *The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:*

- *Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
- *Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
- *Require that sewer system components and connections be properly designed and constructed;*
- *Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
- *Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
- *Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.*

3.2 Element 3 Appendix B

Supporting information for Element 3 is included in Appendix B. This appendix includes the following documents:

1. Industrial Pretreatment Program (IPP) Enforcement Response Plan
2. Enforcement Response Plan – Fats, Oils & Grease Source Control Program
3. Interjurisdictional Agreement Between the City of Manteca and The City of Lathrop.

3.3 Municipal Code

The legal authority required for the SSMP by the SWRCB is contained within the City's municipal code. Two chapters of the municipal code are dedicated to the sewer system, all included in Lathrop Municipal Code (LMC) Title 13, Public Services:

1. LMC Chapter 13.16 – Sewer Service System

2. LMC Chapter 13.26 – Sewer Use and Industrial Wastewater Regulations

Chapters 13.16 and 13.26, as listed above, pertain to the legal authority required for fulfillment of SSMP requirements. These chapters are available on the City's website at <https://ecode360.com/44296757>.

Portions of these chapters are discussed in the following sub-sections as they pertain to prevention of illicit discharges, proper design and construction of sewer and connections, maintenance access, and enforcement measures. Additional code sections providing legal authority that is referenced but not required by the SWRCB are listed in Section IV of Appendix B.

Prevention of Illicit Discharges

Measures prohibiting illicit discharges to the sewer system are included in the following sections of LMC Chapter 13.16:

- Section 13.16.050 describes the prohibition of discharging storm water to the sewer system;
- Section 13.16.060 describes the prohibitions of excessive use of sewers; and
- Section 13.16.070 specifically demonstrates the City's legal authority for preventing illicit discharges of substances containing chemicals and unauthorized debris which may interfere with the operation of the sewer system.
- Section 13.26.020 describes general prohibitions of pollutants or wastewater which causes pass through or interference.

Proper Design and Construction of Sewers and Connections

LMC Sections 13.16.100 and 13.16.110 requires approval of plans and specifications for sewerage construction prior to construction. If a facility generates and discharges industrial wastewater, a permit for industrial wastewater discharge must be obtained. In accordance with Section 13.26.050, the City requires that all new design and construction of sewers and connections meet the City of Lathrop PWD Design and Construction Standards, as discussed in Element 5.

The City has adopted the 2019 California Plumbing Code by reference in LMC Section 15.12.010. The plumbing code requires the proper construction of privately owned sewer lines.

Lateral Maintenance Access

LMC Section 13.16.150 states the property owner is responsible for maintenance, inspection, and repairs of the lateral on private property (from the building to the cleanout located at the public right of way or easement line). Laterals maintained by the City exist within the public right of way or are located within a public utility easement. LMC Section 13.16.280 requires access to all facilities directly or indirectly connected to the City sewer system to be given to authorized personnel of the City at all reasonable times, including during emergencies.

Limit Discharge of FOG and Other Debris

LMC Section 13.16.070 prohibits the discharge of any water or waste containing floatable or dispersed grease (defined as an oil, fat, and grease, or other ether soluble matter) in excess of 50 milligrams per liter (mg/L). The section also restricts the discharge of other types of debris and pollutants. LMC Section 13.26.160 sets uniform requirements for all users regarding fat, oil and grease control.

Enforcement Measures

LMC 13.16 and 13.26 provide penalties for violation of any of the provisions of its chapter. Per LMC 13.26.100, the City has adopted Enforcement Response Plans for the City's IPP and FOG Control Program. The Enforcement Response Plan from the IPP is included in Appendix B.

3.4 Agreements with Other Agencies***City of Manteca Interjurisdictional Sewer Agreement***

The City of Lathrop has an agreement with the City of Manteca that allows Lathrop to utilize up to 14.7% of the wastewater treatment capacity of the MWQCF. In accordance with a request from the RWQCB, the City of Lathrop has adopted an interjurisdictional agreement and adopted an IPP, sewer ordinance, and local limits that are at least as stringent as the City of Manteca's. The interjurisdictional agreement is included in Appendix B and designates Manteca as the agent of Lathrop for implementation and enforcement of Lathrop's sewer ordinance against industrial dischargers to the MWQCF system located in Lathrop. Manteca issues permits to all industrial dischargers to the MWQCF system, and conducts inspections, sampling and analysis, and other duties required by Federal and State law or the NPDES permit.

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ELEMENT 4: OPERATIONS AND MAINTENANCE PROGRAM

This section of the SSMP discusses the City's operations, maintenance and other related measures and activities. This section fulfills the Operation and Maintenance Program SSMP requirement for the SWRCB (Element 4).

4.1 Regulatory Requirements for Operations and Maintenance Program

D.4. Operation and Maintenance Program: *The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system.*

D.4.1. Updated Map of Sanitary Sewer System: *An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.*

D.4.2. Preventive Operation and Maintenance Activities: *A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:*

- *Inspection and maintenance activities;*
- *Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;*
- *Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.*

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure.

D.4.3. Training: *In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:*

- *The requirements of this General Order;*
- *The Enrollee's Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data.*

D.4.4. Equipment Inventory: *An inventory of sewer system equipment, including the identification of critical replacement and spare parts.*

4.2 Element 4 Appendix C

As a part of this SSMP update, the City has updated their gravity main hydroflushing and lift station inspection forms to digital excel forms to improve data management and tracking.

Element 4: Operations and Maintenance Program

Supporting information for Element 4 is included in Appendix C. This appendix includes the following documents:

1. Figure C-1. City of Lathrop Wastewater Infrastructure
2. Figure C-2. City of Lathrop Sewer Collection Systems and Pump Station Drainage Areas
3. Wastewater Gravity Main Hydroflushing Form
4. Daily Lift Station Inspections Report Form
5. Pump Inspection Report Form
6. Force Main Inspection Report
7. Air/Vacuum Release Valve Report
8. Table C-1. Wastewater Pump Station Pump and Motor Information

4.3 Collection System Map Discussion

The City has developed and maintains a geographical information system (GIS) database and maps of its wastewater collection system. The majority of the existing wastewater collection system has been mapped and data collection for asset management is ongoing. Maps of the wastewater infrastructure and service areas and collection systems are shown in Appendix C. These figures illustrate locations of lift stations, pump stations, sewer manholes, and sewer lines.

The City's GIS database of the wastewater collection system contains data including pipe upstream and downstream manholes and invert elevations, diameter, material, length, slope, install date, as-built or plan source, and comments. The City regularly updates the GIS database to fix errors and add new infrastructure from as-built records.

The information maintained in GIS are printed onto a map book of 11"x17" maps for use by Utilities and Engineering staff. The City also maintains copies of the original improvement plans or as-built drawings for reference.

4.4 Utilities Activities

To ensure proper operation of the collection system, Utilities staff and contract treatment operators perform routine preventative operation and maintenance activities. This includes checking the SCADA system panel daily to monitor system performance, perform routine searches, record meter readings, and create performance charts. It also includes system inspections performed at the frequency described in Table 4-1.

Element 4: Operations and Maintenance Program

TABLE 4-1
ROUTINE INSPECTION OF KEY COLLECTION SYSTEM COMPONENTS

System Components	Inspection Routine	Lead Responsibility
Monitor lift stations for general operation	Daily	Utilities staff
Detailed inspection of lift stations	Annually	Utilities staff
Monitor Crossroads lift station for general operation	Daily	CTF operators
Detailed inspection of Crossroads lift station	Annually	CTF operators
Inspect and flush sewer and manholes	Complete cycle every five years	Utilities staff
Inspect ARVs condition	Once per week	Utilities staff
Inspect force mains to CTF	Once per week	Utilities staff
Inspect force mains to MWQCF	Once per week	Utilities staff

The PWD is in the process of transitioning from the SEMS asset management software to MaintainX as part of its ongoing system modernization efforts. MaintainX is an asset management software used to manage asset inventory, schedule maintenance, and manage work orders. The system stores a library of asset characteristics including name, location, images, maintenance schedule, and work order history. Maintenance work orders are automatically created for each asset based on the routine inspection schedule shown above. The software can also manage system repairs and customer service orders created by staff members.

Sewer Cleaning and Manhole Inspection

Sewer lines are cleaned and flushed on a five-year cycle goal (20 percent of the collection system per year). In addition, the City identifies problem areas that need to be cleaned more frequently and cleans these areas every two to three months. These problem areas are maintained in a SEMS database (and future MaintainX) and updated with scans of inspection logs.

With the flushing of each sewer line, each upstream and downstream manhole is inspected. For each upstream and downstream manhole inspected and flushed, the following information is recorded: date, operator names, location of the originating and receiving manholes, line size, line material, line length, number of runs to clear line, condition of line, depth to invert(s), number of drops in manhole, number of influent and effluent mains in manhole, number of laterals in manhole, and direction of flushing. All observations are recorded on the “Wastewater Hydroflushing Log” contained in Appendix C.

Element 4: Operations and Maintenance Program

Lift Station Inspection

On a daily basis, crews monitor the SCADA system electronically for lift stations alarms and general troubleshooting. Pump run times are recorded to determine if pumps are operating properly. On a quarterly basis, wet wells are pumped down fully, debris material is removed, and the wet wells are mechanically cleaned. Data are noted on the “Lift Station Inspections Report” form contained in Appendix C.

Once per year, all lift station pumps are lifted from the wet well and inspected. The condition of each of the following components is noted: oil level, oil condition, wear rings, case, volute, pull cable, cord seal, noise, vibration, level sensor, floats, panel, warning lights, and amperage draw. All observations are recorded on the “Pump Inspection Report” form contained in Appendix C.

Air/Vacuum Release Valves (ARVs) Condition

Once per week, ARVs on force mains are inspected. The following items are inspected on the ARVs:

1. Below grade two inch ball valves are visually inspected²
2. ARV manhole is checked for evidence of SSOs
3. Air release is inspected
4. Vacuum break is inspected

All observations are recorded on the “Air/Vacuum Release Valve Report” form contained in Appendix C.

Force Mains to CTF and MWQCF

Once per week, the force mains to the MWQCF and the LCTF are driven and inspected. The manholes are opened and the force main is inspected. All observations are noted on the “Force Main Inspection Report” form contained in Appendix C.

Pipeline Inspection

The PWD is in the process of updating its closed circuit television (CCTV) inspection equipment. Currently, CCTV inspections are performed on an as-needed basis, primarily at locations where there are known or suspected issues such as backups or historical problem areas.

The PWD’s long-term goal is to implement a procedure for conducting CCTV inspections on 10 percent of the collection system each year, resulting in a complete inspection over a ten-year period. Results of the CCTV inspections would be used to determine low, medium, and high areas of concern within the collection system, increase cleaning efforts and develop a capital improvement program to correct the areas of concern where practical.

² The valves are currently not exercised as the valve vault is classified as a confined space. The City will restart valve exercising in the future when a new confined space entry system is acquired.

Element 4: Operations and Maintenance Program

Investigation of Customer Complaints

The City responds to customer complaints about sewer service, which are generally related to sewer stoppages, SSOs, or odors. Response is performed by the PWD staff during work hours³ and the on-call operator during afterhours. After receiving a customer complaint, the responder records the complaint on the GoGov system, assess the complaint, and resolve the issue. The City's initial response time goal is 30 minutes.

The majority of the complaints are related to stoppages and most of the stoppages occur in laterals. Although the City responds to all stoppage complaints, the City is not responsible for clearing stoppages in laterals located on private property or outside of the public right-of-way.

4.5 Rehabilitation and Replacement Plan

The City has three methods of scheduling and funding rehabilitation and replacement of existing capital and equipment within the collection system:

1. Routine maintenance is budgeted annually and is planned by Utilities staff as scheduled and/or needed;
2. Scheduling and funding for capital and equipment replacement is also through the departmental budget - scheduled and emergency repairs⁴ are funded under this item when the costs of the equipment can be deemed an investment in the system, usually over \$1,000; and
3. The City performs a Master Planning update on a 5-year cycle to inform the capital improvement program for replacement due to capacity deficiency and new construction - this method of scheduling and budgeting is used for very large replacement projects or when expansion or oversizing of the facility is needed.

The City's bi-annual budget is available for review on the City's website at: <https://www.ci.lathrop.ca.us/finance/page/budget>.

Capital and equipment replacement reflects inspection reports recorded during routine maintenance, input from PWD staff, and results of consultant/contractor evaluations of the collection system as described in Section 4.4. Records of equipment inventory and inspection are maintained in the PWD. These will be maintained with the future asset management software that will help manage utility information and improve wastewater planning and services.

The PWD has several goals to improve the current rehabilitation and replacement plan. These goals include:

1. Develop a list which projects the timeframe for equipment and parts replacement needs. The list will be vital for developing a schedule for implementing short and long-term needs and coordinating funding for those needs. Check time frame

³ 8:00AM - 6:00PM Monday – Thursday; 8:00AM - 5:00 PM Friday.

⁴ The City is currently preparing a 5-year on-call emergency replacement contract for both the sewer and water systems which is intended to promptly address any emergency pipeline failures, spills, or other issues.

Element 4: Operations and Maintenance Program

estimates annually with equipment operation logs for run time and inspection reports.

2. Develop a formal method for using available operation and maintenance data such as inspection reports, historical SSOs, and field observations to rank the condition of parts of the collection system. Use the results of the ranking for scheduling rehabilitation activities.
3. Upgrade the City's Asset Management program and Computerized Maintenance Management System (CMMS) technologies to tie to the City's GIS database.

4.6 Training

PWD Utilities staff are trained on a regular basis on the use of the sewer cleaning equipment, methods for flushing the sewer system, work safety, permitting requirements and emergency response procedures. General tailgate safety meetings are held each Tuesday for operators. Updates regarding the sewer system are generally announced at these meetings.

PWD Utilities staff also attend pump inspection classes and sewer-jetting truck (Vac-Con) equipment training. All PWD Utilities staff are required obtain the Collection System Maintenance certificate from the California Water Environment Association (CEWA) Collections Grade 1. Lastly, the PWD conducts periodic spill response training both in-house and externally, which include live demonstrations on how to address emergency scenarios.

4.7 Equipment and Replacement Parts

Operation and maintenance manuals for most of the pump stations and equipment are available. The operation and maintenance manuals contain manufacturer information pertaining to recommended maintenance procedures and parts lists. A small inventory of spare parts such as washers, packing, and lanyards are maintained by the PWD. Larger parts such as impellers and motors for pumps are ordered as needed. Because the pump stations are designed with one redundant pumping unit, sufficient time is typically available for ordering replacement parts and repairing the units. Additionally, the City has spare pumps on hand which can be used in emergencies. Information on the pumps at the existing City pump and lift stations is provided in Appendix C. The City also works with an outside company for providing back-up sewer cleaner trucks when needed.

ELEMENT 5: DESIGN & PERFORMANCE PROVISIONS

This section of the SSMP discusses the City's design and construction standards. This section fulfills the Design and Performance Provisions SSMP requirement for the SWRCB (Element 5).

5.1 Regulatory Requirements for Design & Performance Provisions

D.5. Design and Performance Provisions: The Plan must include the following items as appropriate and applicable to the Enrollee's system.

D.5.1. Updated Design Criteria and Construction Standards and Specifications: Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.

D.5.2. Procedures and Standards: Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

5.2 Element 5 Appendix

None.

5.3 Design & Performance Provisions Discussion

The PWD Design and Construction Standards ("Standards") are available at the City's website (<https://www.ci.lathrop.ca.us/publicworks/page/design-construction-standards>) and includes standards and specifications for the sewer collection system, pump stations, and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems.

The City typically updates its Standards every five years, or as needed. The most recent update of the Design and Construction Standards was in July 2024. The City's wastewater generation factors and capacity design criteria were updated as part of its 2024 Master Plan update and were incorporated in the Standards.

The City Standards also include testing and inspection procedures for sewer projects. The PWD has a full-time construction inspector for public works projects, who is responsible for inspection and testing of the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

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ELEMENT 6: SPILL EMERGENCY RESPONSE PLAN

The section of the SSMP provides an overview and summary of the City's emergency response documents and procedures for SSOs. This section fulfills the Spill Emergency Response Plan requirement of the SWRCB (Element 6) SSMP requirements. Complete documentation of SSO response procedures are attached in Appendix D.

6.1 Regulatory Requirements for Spill Emergency Response Plan Element

D.6. Spill Emergency Response Plan: *The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:*

- *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
- *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;*
- *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;*
- *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;*
- *Address emergency system operations, traffic control and other necessary response activities;*
- *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;*
- *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;*
- *Remove sewage from the drainage conveyance system;*
- *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;*
- *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
- *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;*
- *Conduct post-spill assessments of spill response activities;*
- *Document and report spill events as required in this General Order; and*
- *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.*

6.2 Element 6 Appendix D

Supporting information for Element 6 is included in Appendix D. This appendix includes the following documents:

1. Spill Emergency Response Plan
2. Spill Emergency Response Plan SSO Reporting Chain of Communication
3. Spill Emergency Response Plan List of Contacts
4. Procedures for Estimating the Volume of Sewer Overflows
5. Sanitary Sewer Overflow Report Form

6.3 Spill Emergency Response Plan

The City's Spill Emergency Response Plan (SERP) is organized into nine sections, as follows:

- I. Overflow Detection
- II. Initial Response
- III. Recovery and Clean-up (Mitigation)
- IV. Public Access and Warning
- V. Water Quality Sampling and Analysis
- VI. Investigation and Documentation
- VII. Regulatory Notification and Reporting
- VIII. Equipment
- IX. Training

Objectives of the City's SERP are to protect public health and the environment, satisfy regulatory agency requirements, and minimize risk of enforcement actions against the City. Additional objectives include providing appropriate customer service and protecting City personnel, the collection system and facilities, and private and public property.

The City's SERP, included as part of this SSMP, is also maintained in a separate binder and kept at the PWD for use by O&M staff. This allows staff to easily reference the SERP without having to carry a complete copy of the SSMP.

Overflow Detection

This section of the plan details procedures for SSO detection, either by the public, City employees, or through the City's SCADA system. This section includes procedures for the PWD receptionist or on-call employee to receive and record relevant information regarding a possible SSO from a caller. This section also includes procedures for handling online reports.

Element 6: Spill Emergency Response Plan

Initial Response

This section details procedures when the maintenance crew first arrives at the site of a SSO. It is the responsibility of the first personnel to arrive at the site of a SSO to protect the health and safety of the public by mitigating the impact of the SSO to the maximum extent possible. Upon arrival, the crew is responsible for determining the cause of the SSO, assessing the need for additional equipment or assistance, notifying the dispatcher to contact appropriate agencies if immediate notification is needed, and taking immediate steps to stop the SSO. Guidelines for completing and documenting a preliminary damage assessment are provided, and coordination with any hazardous material response is explained.

Recovery and Clean-up (Mitigation)

This section describes recovery and clean-up procedures to be performed by the sewer maintenance crew to restore the site to normal. Specific clean-up procedures are provided for paved areas, areas with bare soil or vegetation, and environmentally sensitive areas.

Public Access and Warning

This section describes procedures to set up barricades and post warning signs where public health may be at risk by contact with sewage or sewage contamination.

Water Quality Sampling and Analysis

This section describes how water quality samples shall be taken in any body of water receiving sewage to determine the extent of the contamination. Water quality sampling should be performed to:

1. Determine the extent of the area that has been impacted by sewage contamination; and,
2. Determine when the area is safe for public contact.

Water quality samples may be taken by trained staff or an independent water quality testing laboratory under contract with the City.

Investigation and Documentation

Procedures for investigation and documentation of SSOs are provided in this section of the SERP. Information obtained for the SSO shall be recorded on the Internal Sanitary Sewer Spill Report Form provided in Appendix D. All information and documentation shall be kept in a file created for each SSO event. A checklist of the information that should be included to document the SSO event is provided in Appendix D.

Regulatory Notification and Reporting

The reissued 2022 General Order has clarified the prohibition of discharge to the Waters of the State to include any surface water or groundwater, including saline waters, within the boundaries of the state as defined in Water Code section 13050(e), and are inclusive of waters of the United States.

Element 6: Spill Emergency Response Plan

Procedures for notification and reporting are provided in this section of the SERP for each of the four SSO categories established by the SWRCB:

Category 1 Spill

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in a discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

A spill from an Enrollee-owned and/or operated lateral that discharges to a surface water is a Category 1 spill; the Enrollee shall report all Category 1 spills per section 3.1 of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

Category 2 Spill

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of 1,000 gallons or greater that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system, is a Category 2 spill.

Category 3 Spill

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

Category 4 Spill

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under this General Order that does not discharge to a surface water.

A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

The SERP lists the information that needs to be reported to the California Office of Emergency Services (Cal OES), the Central Valley RWQCB, and the CIWQS online database. Procedures for notification of San Joaquin Department of Environmental Health, California Department of Fish and Wildlife, South San Joaquin Irrigation District, and local

Element 6: Spill Emergency Response Plan

agencies and officials are also provided in the plan. A summary of regulatory agencies to be notified immediately of an SSO is provided in Table 2-1.

Equipment

This section of the SERP provides a list and description of equipment required to respond to a SSO such as:

- Vac-Con Truck
- Portable Pumps and Hoses
- Street Sweeper
- CCTV Inspection Unit
- Emergency Response Truck(s)/Trailer
- Photographic Equipment
- GPS Unit

Training

This section of the SERP provides training procedures for personnel that may have a role in responding to a SSO. Initial and annual refresher training in SSO response will be provided to all employees to ensure they are appropriately trained. SSO response exercises will be held to ensure that employees are up to date on the procedures, to verify the equipment is in working order, and the required materials are readily available. The training exercises should cover scenarios typically observed during sewer-related emergencies (e.g. mainline blockage, mainline failure, force main failure, pump station failure, and lateral blockage). Records shall be kept of all training that is provided in support of this plan.

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ELEMENT 7: SEWER PIPE BLOCKAGE CONTROL PROGRAM

This section of the SSMP discusses the City's blockage control measures, including identification of problem areas, focused cleaning, and source control. This section fulfills the sewer pipe blockage control requirements for the SWRCB (Element 7) SSMP requirements.

7.1 Regulatory Requirements for Blockage Control Element

D.7. Sewer Pipe Blockage Control Program: *The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.*

The procedures must include, at minimum:

- *An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- *A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;*
- *The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;*
- *Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;*
- *Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;*
- *An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- *Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.*

7.2 Element 7 Appendix E

Supporting information for Element 7 is included in Appendix E. This appendix includes the following documents:

1. Table E-1. List of Food Service Facilities in Lathrop
2. City of Lathrop - Industrial Pretreatment Program, Enforcement Response Plan
3. "Preventing Sewer Backups" public outreach brochure.

7.3 Blockage Control Discussion

This section discusses measures the City takes to control blockages. The reissued WDR has expanded this Element to include the consideration of additional items which may cause blockages in the sewer system including rags, debris, and root intrusion. Historically, the City has not identified root intrusion to be a common issue. The City has determined that a fat, oils, and grease (FOG) control program is sufficient per SSMP requirements.

Approximately 53 Food Service Establishment (FSEs) are located within City limits as of September 2024 and discharge to City sewers. A list of FSEs in Lathrop identified as potential grease dischargers is provided in Appendix E. Utilities staff have also noted the tendency for grease buildup in specific sewer lines and developed targeted cleaning of these areas.

The City's FOG control program consists of routine sewer cleaning and maintenance as well as source control. The City is working with Compliance First to administer the City's source control inspections for FOG. The PWD Compliance Engineer oversees inspections, enforcement of the municipal ordinance requirement, and updates to the FSE database. Implementation procedures for the FOG program are provided in Appendix B: Enforcement Response Plan – Fat Oil & Grease Source Control Program (FOG ERP).

The City does not have a FOG disposal plan. However, FSEs within the City are required to use acceptable disposal facilities (per LMC Section 13.26.160.F) and maintain grease trap pumping manifests for City inspection.

The following subsections discuss identification and cleaning of grease-prone areas, legal authority to prohibit grease discharge or require a grease removal device, facility inspection, and public outreach.

Identification and Sewer Cleaning

The core means of controlling grease and other potential blockage are (a) identification of trouble spots or sewer lines that are prone to grease accumulation, (b) targeted cleaning of these areas on a quarterly basis, and (c) inspection of sewers following blockages. Each of these FOG control measures are discussed in more detail below:

- a. Identification of Problem Areas. The City identifies potential blockage problem areas by tracking locations and causes of dry weather blockages and SSOs. Additionally, debris type and severity are noted by maintenance crews during routine cleaning. Areas with several restaurants or grease-producing facilities are also considered likely potential grease problem areas. The City has identified the following specific locations for increased inspection:
 - i. J street sewer south of Savemart and the J Street PS.
 - ii. O Street sewer upstream of the pumpstation experiences accumulation of rags and FOG. This issue may be caused by the J street PS moving material down to O Street and low flow velocity in this area.
 - iii. Woodfield PS due to increased accumulation of debris and rags.
- b. Sewer Cleaning. City sewer maintenance crews clean the entire wastewater collection system at least once every five years. Additional cleaning is provided on

Element 7: Sewer Pipe Blockage Control Program

an as-needed basis for areas with a history of stoppages or overflows on a line, as well as areas expected to be prone to grease buildup.

- c. Blockage Investigation. The City inspects each sewer following a blockage. If the source of the grease in a lateral can be identified, the City contacts that restaurant or source of grease.

Additional information about cleaning and maintenance is included in Element 4 - Operations and Maintenance Program.

Legal Authority

The LMC establishes legal authority to prohibit discharge of water or waste to the system containing floatable grease in excess of 50 mg/l or dispersed in excess of fifty (50) mg/l). The LMC requires grease, oil, or sand interceptors to be provided when, in the opinion of the Public Works Director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts. The interceptors are to be of a type and capacity approved by the Public Works Director, and shall be located as to be readily and easily accessible by PWD staff for inspection and cleaning. The grease, oil and sand interceptors are to be maintained in continuous and efficient operation. (LMC Section 13.16.070).

The sewer ordinance and other documents related to the City's FOG control program are contained in Appendix B: FOG ERP.

Facility Inspection

Facilities are routinely inspected as part of Lathrop's FOG control program, typically on an annual schedule. The City contracts with Compliance First to conduct FOG inspections of the FSEs within the City service area. Facilities are inspected as follow-up to user surveys to identify new and/or existing sources, for permit termination and closure, for industrial user monitoring, and for installation and routine inspections of FOG interceptors and traps. Information on facility inspection procedures is included in the City's IPP (Appendix E) and the FOG ERP (Appendix B). A sample Facility Inspection Form and inspection checklist used during facility inspections is provided in the FOG ERP.

During FOG inspections and enforcement, information regarding the FOG control program ordinance and kitchen best management practices are provided to FSEs. Sample brochures are included in the FOG ERP in Appendix B.

Public Outreach

Information on the City's FOG Control Program is available on the City's website (<https://www.ci.lathrop.ca.us/publicworks/page/fats-oils-greases>).

The City produces a brochure entitled "Preventing Sewer Backups and Overflows", which targets residential users and discusses how FOG can cause sewer blockages. The brochure also directs residents to on how to properly dispose of FOG. This brochure is displayed at City Hall and provided by O&M staff to residents who are affected by a blockage or backup. A copy of the brochure is included in Appendix E.

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Element 8: System Evaluation, Capacity Assurance, and Capital Improvement Plan

ELEMENT 8: SYSTEM EVALUATION, CAPACITY ASSURANCE, AND CAPITAL IMPROVEMENTS

This section of the SSMP discusses City capacity management measures, including the most recent Master Plan and recommended capacity improvement projects. This section fulfills the System Evaluation and Capacity Assurance Plan SSMP requirement for the SWRCB (Element 8).

8.1 Regulatory Requirements for Capacity Management

D.8. System Evaluation, Capacity Assurance And Capital Improvements

The Plan must include procedures and activities for:

- Routine evaluation and assessment of system conditions;
- Capacity assessment and design criteria;
- Prioritization of corrective actions; and
- A capital improvement plan.

D.8.1 System Evaluation and Condition Assessment

The Plan must include procedures to:

- Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;
- Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
- Prioritize the condition assessment of system areas that hold a high level of environmental consequence, are near surface waters, or are within the vicinity of a bacterial-related impairment.
- Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
- Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
- Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
- Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

D.8.2. Capacity Assessment and Design Criteria

The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events;
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- The capacity of key system components; and
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;

D.8.3. Prioritization of Corrective Action

The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

D8.4. Capital Improvement Plan

The capital improvement plan must include the following items:

- Project schedules including completion dates for all portions of the capital improvement program;
- Internal and external project funding sources for each project; and
- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

Element 8: System Evaluation, Capacity Assurance, and Capital Improvement Plan

8.2 Element 8 Appendix F

1. Table F-1. Current and Historical ADWF and Per Capita ADWF
2. Table F-2. Projected Wastewater Flow by Development Area
3. Table F-3. Existing and Future Wastewater Flow by Development Area
4. Table F-4. Peak Wet Weather Flow at Pump Stations.
5. Table F-5. Recommended Collection System Improvement Projects
6. Figure F-1. Overview of Capital Improvement Projects

8.3 Capacity Evaluation

The City evaluates collection system capacity and identifies improvement projects during its master planning process. The City updated its Wastewater System Master Plan (WWSMP) in 2024.

The WWSMP's capacity evaluation assessed the collection system's ability to carry existing and projected Peak Wet Weather Flows (PWWFs), which is the highest hourly flow experienced during the year due to rainfall-induced infiltration and inflow (I&I) and peak diurnal sanitary flows. A hydraulic model was constructed to assess the ability of the City's existing and key planned infrastructure to meet capacity design criteria under projected PWWF conditions.

The following sections summarize development of wastewater flow unit factors and wastewater generation projections, the hydraulic assessment of the City's existing and key planned infrastructure, and development of recommended wastewater CIPs included in the 2024 WWSMP.

Existing and Future Wastewater Generation

PWWF is calculated by multiplying the Average Dry Weather Flow (ADWF) by a peaking factor. The established ADWF and the PWWF peaking factor are discussed below.

As part of IWRMP development, land use-specific wastewater generation factors were established using historic wastewater flow and parcel-level water use data. The wastewater generation factors serve as the basis to estimate ADWF for future developments. The IWRMP updated wastewater generation factors (in units of gallons per day per dwelling unit or gallons per day per acre; gpd/du or gpd/ac) are presented in Table 8-1, below.

Element 8: System Evaluation, Capacity Assurance, and Capital Improvement Plan

**TABLE 8-1
WASTEWATER FLOW FACTORS**

Land Use	Wastewater Flow Factor	
	Historic Lathrop	West Lathrop
Low Density Residential	240 gpd/du	200 gpd/du
Medium Density Residential	200 gpd/du	155 gpd/du
High Density Residential	110 gpd/du	
Commercial	755 gpd/ac	
Industrial	240 gpd/ac	
Parks	55 gpd/ac	
Schools / Institutional	220 gpd/ac	

Wastewater ADWF projections were calculated as the sum of two major components of future wastewater flow: (1) the volume of wastewater that best represents existing wastewater generation in the City, and (2) the anticipated wastewater generation associated with future development projects and planning areas.

These factors are developed based on 2017 to 2021 wastewater flows and update those included in the 2019 WWSMP. As shown on Table F-1, the total existing ADWF is estimated to be 2.2 million gallons per day (MGD).

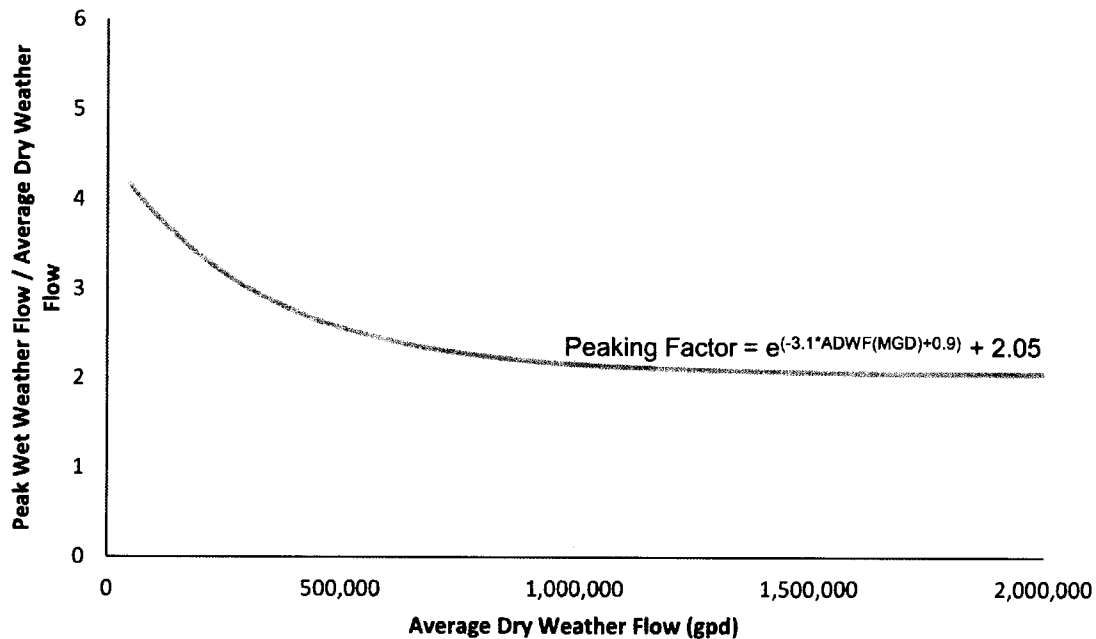
Table F-2 summarizes wastewater generation associated with anticipated future development by development area. Future wastewater generation is estimated using the updated wastewater flow factors and the anticipated acreages and number of dwelling units associated with each proposed development. Table F-3 summarizes the City's projected wastewater generation by sector and by development area in five-year increments between 2025 and 2040 and at buildout, based on development projections. Based on these projections, it is anticipated that total ADWF in 2040 will be 5.34 MGD, whereas the ADWF at Buildout is estimated to be 5.67 MGD. Of these totals, ADWFs of 1.31 MGD and 1.36 MGD are anticipated to flow to MWQCF in 2040 and at buildout, respectively. ADWFs of 4.03 MGD in 2040 and 4.31 MGD at buildout are projected to flow to the CTF.

A peaking factor was developed based on the City's historical wastewater flow data to best estimate PWWF, as shown on Figure 8-1. The PWWF peaking factors are typically higher in smaller drainage areas, in which there is little flow attenuation. Larger drainage areas provide a greater capacity to attenuate flows, as peak flows generated in the upstream reaches of the system take a longer amount of time to travel downstream. The methodologies used to develop this curve are described in the WWSMP.

Modeled PWWF at each pump station are summarized in Table F-4.

Element 8: System Evaluation, Capacity Assurance, and Capital Improvement Plan

FIGURE 8-1
AVERAGE DRY WEATHER FLOW AND PEAKING FACTORS



Design Criteria

The capacity design criteria used to evaluate the City's existing collection system are summarized below:

- Gravity mains 15 inches in diameter and smaller are designed for peak flows with a maximum depth to diameter (d/D) ratio of 0.50. Gravity mains 18 inches in diameter and larger are designed for peak flows at a maximum d/D ratio of 0.75.
- Maximum velocity in force mains is designed to be less than 10 fps during peak flows.
- Pump stations should be designed to convey PWWF within its firm capacity⁵.

Hydraulic Model

The hydraulic capacity evaluation was conducted using a hydraulic model. The hydraulic model was developed using the Innovyze InfoSWMM modeling platform, a GIS-based hydraulic modeling software. To optimize the model building and maintenance process, a key objective of the modeling effort was to construct hydraulic models that are integrated with the City's infrastructure GIS (as described in Element 4) and allow for automatic synchronization between the model and infrastructure GIS to limit future maintenance efforts.

The hydraulic modeling approach for capacity evaluation included (1) conducting steady-state model simulations of PWWF conditions, and (2) evaluation of capacity and head

⁵ Defined as pumping capacity with the largest pumping unit out of service.

Element 8: System Evaluation, Capacity Assurance, and Capital Improvement Plan

requirements at PWWF for each lift station or pump station for existing, and future development scenarios. These scenarios include the Existing (2022) and Buildout (2045) to evaluate existing system deficiencies and infrastructure needs at full buildout, respectively.

Capacity Evaluation Results

Model results have shown that approximately 3% of City's existing gravity mains will not meet the capacity criteria by 2045. Areas with capacity deficiencies are mostly consistent in all scenarios, indicating that most capacity deficiencies identified in the future scenarios already exist given the estimated existing PWWF, although the degree of deficiency does increase with projected development. Capacity deficiencies are identified in the Stonebridge LS in all scenarios. The City's existing and planned force mains are able to convey projected wastewater flow beyond 2040.

8.4 Recommended Capacity Projects

The City's five-year Capital Improvement Program identifies scheduled wastewater CIPs on the City's website at:

https://www.ci.lathrop.ca.us/sites/default/files/fileattachments/finance/page/5573/0_fy2021_2023_adopted_budget.pdf

The WWSMP recommended additional CIPs to address the potential deficiencies identified in the hydraulic assessment discussed in Section 8.3. Table F-5 summarizes all the WWSMP-recommended collection system CIPs, including location, timeframe, proposed improvements, estimated planning level costs, and alternatives. As shown in Table F-5 and seen on Figure F-1, total Opinion of Probable Cost (OPC) for the recommended collection system CIPs over the 20-year planning horizon is approximately \$47.6 million.

8.5 CIP Schedule

The City's five-year Capital Improvement Program identifies the implementation schedule and funding sources for collection system CIPs.

The five-year Capital Improvement Program will be updated to incorporate WWSMP recommendations. The WWSMP prioritized recommended CIPs based on the timing and the level of deficiency the CIPs are designed to address. Given that the majority of the identified CIPs address deficiencies in the existing collection system, the CIPs have been prioritized in the following order: (1) projects addressing existing deficiencies with modeled surcharging, (2) projects addressing other existing deficiencies, and (3) projects addressing deficiencies associated with future flows.

8.6 Financial and Economic Analysis

The City maintains a five-year CIP which is regularly updated based on the system's capacity evaluation and is the basis for establishing new sewer rates. Funding for the City's capacity CIPs are sourced from developers if they are due to planned new development, or from the City's Sewer Capital Replacement Fund if it is related to an existing deficiency.

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ELEMENT 9: MONITORING, MEASUREMENT, & PROGRAM MODIFICATIONS

This section of the SSMP discusses parameters the City tracks to monitor the success of the SSMP and how the City plans to keep the SSMP current. This section fulfills the Monitoring, Measurement, and Program Modifications requirement for the SWRCB (Element 9) SSMP requirements.

9.1 Regulatory Requirements for Monitoring, Measurement, & Program Modifications

D.9. Monitoring, Measurement and Program Modifications

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- Monitoring the implementation and measuring the effectiveness of each Plan Element;*
- Assessing the success of the preventive operation and maintenance activities;*
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.*

9.2 Element 9 Appendix G

Supporting information for Element 9 is included in Appendix G. This appendix includes the following documents:

1. SSMP Monitoring Tracking Sheet
2. SSMP Change Log

9.3 Monitoring and Measurement Discussion

The City tracks several performance measures through tracking logs and annual reports, including but not limited to number, cause, location, and volume of SSOs; SSO response time; length of pipe cleaned, inspected, and type of debris found; number of FSEs inspected; and the type and attendance of staff training. The City plans to continue tracking all performance measures that are currently tracked.

In order to monitor the effectiveness of the SSMP, however, the City has selected certain, specific parameters that can be documented and compared on an annual basis in a simple format. These parameters were selected because they are straightforward, quantitative, and focused on results. Although the parameters may not track everything associated with SSMP implementation, changes in these parameters over time will indicate the overall

Element 9: Monitoring, Measurement, & Program Modifications

success of the SSMP or, conversely, underlying problems that can then be investigated further.

Table 9-1 lists each SSMP element, the overall purpose of the SSMP element, and the specific parameters that the City plans to monitor that will help in evaluating the effectiveness of the SSMP. Appendix G includes a tracking sheet listing each of these parameters, which the City will fill out on a regular basis.

TABLE 9-1
SSMP MONITORING PARAMETERS, BY SSMP ELEMENT

SSMP Element	Summary of Element Purpose	Parameters for Tracking Effectiveness (Annual)
4 - Operations and Maintenance Program	Minimize blockages and SSOs by properly operating and maintaining the system.	<ul style="list-style-type: none">• Total number and volume of SSOs• Total amount recovered• Total amount estimated to reach surface waters• Percent reaching surface water• Total length of pipe CCTV'd• Total length of pipe hydrocleaned• Total length of pipe repaired or replaced
6 - Spill Emergency Response Plan	Provide timely and effective response to SSO emergencies and comply with regulatory reporting requirements	<ul style="list-style-type: none">• Percent of total SSO volume contained or returned to sewer
7 - Sewer Pipe Blockage Control Program	Minimize blockages and SSOs due to FOG	<ul style="list-style-type: none">• Number of SSOs due to FOG• Number of blockages due to FOG• Number of FSEs inspected

The City will use the specific tracked parameters listed in Table 9-1 and documented on the tracking sheet included in Appendix G to assist in completion of the SSMP Audit every three years as described in Element 10. As noted above, the City will also continue to collect data for all performance measures currently tracked. This additional information

Element 9: Monitoring, Measurement, & Program Modifications

that the City collects, such as customer complaints and length of pipe cleaned, will be used to support or further evaluate the successes and limitations of the SSMP as needed.

9.4 SSMP Modifications

The SSMP needs to be updated periodically to maintain current information, and programs need to be enhanced or modified if they are determined to be less effective than needed. The City will review the successes and needed improvements of the SSMP as part of the SSMP audit, described in Element 10.

City staff will update critical information, such as contact numbers and the SSO response chain of communication, as needed. A comprehensive SSMP update will occur every six years, as required by the SWRCB. The City will schedule this SSMP update to occur in conjunction with WWSMP updates. All changes made to the SSMP shall be listed in the SSMP Change Log in Appendix G.

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ELEMENT 10: INTERNAL PROGRAM AUDITS

This section of the SSMP discusses the City's SSMP auditing program. This section fulfills the SWRCB (Element 10) SSMP Audit requirements.

10.1 Regulatory Requirements for SSMP Audits

D.10 Internal Audits: The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.

10.2 Element 10 Appendix H

Supporting information for Element 10 is included in Appendix H. This appendix includes the following documents:

1. Blank SSMP Program Audit Form
2. Completed SSMP Program Audits

10.3 SSMP Audits Discussion

The City will complete audits of its SSMP every three years pursuant to the 2022 General Order and will prepare a report to be kept on file. Within six months after the end of the required 3-year audit period, the LRO shall submit an audit report into the online CIWQS Database.

Once the audit findings have been determined, the City shall distribute findings to operations staff; allow ample time for review; and hold a meeting to discuss and document outcomes of discussion. Include findings, recommended corrective actions, input from collection system operations staff, and a proposed schedule to address identified deficiencies.

The audit will include the following:

- Review of progress made on development of SSMP elements;
- Review of monitoring and measurement tracked under Element 9 (i.e. historical performance results should be reviewed to determine plan effectiveness);
- Identification of successes of implementing SSMP elements;
- Identification of deficiencies in implementation of the SSMP elements;
- Determine necessary improvements to the SSMP to improve compliance, implementation, or effectiveness;
- Description of system improvements during the audit period; and
- Description of system improvements planned for the upcoming two years, with an estimated schedule for implementation.

Upon completion of the audit, the City will keep a report of the audit on file to fulfill the

Element 10: Internal Program Audits

SWRCB audit requirement. A copy of the last three audits will be stored in Appendix H of the SSMP. Modifications and changes to the SSMP will be identified and tracked by the SSMP Change Log and included in Appendix G. This log will be used to track SSMP changes in the periods between audits as well as changes made as a result of audits or SSMP updates.

ELEMENT 11: COMMUNICATION PROGRAM

This section of the SSMP discusses the City's communications with the public and satellite agencies. This section fulfills the Communication Program requirement for SWRCB (Element 11).

11.1 Regulatory Requirements for Communication Program

D.11. Communication Program

The Plan must include procedures for the Enrollee to communicate with:

- *The public for:*
 - *Spills and discharges resulting in closures of public areas, or that enter a source of drinking water, and*
 - *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- *Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for system operation, maintenance, and capital improvement-related activities.*

11.2 Element 11 Appendix I

Supporting information for Element 11 is included in Appendix I. This appendix includes the following documents:

1. Copy of Public Notification

11.3 Communication Program Discussion

The City will communicate with the public on the development, implementation, and performance of its SSMP by placing notices on the City's website. Additionally, flyers will be posted at City Hall announcing the availability of the SSMP to the public, upon request. Public comments are welcomed during the development, implementation, and performance of the SSMP. Public comments will be directed to the PWD's phone number at (209) 941-7430. Comments will be forwarded to the administrative staff responsible for oversight of the SSMP.

As further discussed in Element 6 and the Spill Emergency Response Plan, in the event of an SSO, the City shall post signs informing people to remain out of the affected area, agency name, and contact information should be included.

The City maintains an open line of communication with City of Manteca per the City's Interjurisdictional Agreement with Manteca, because a portion of the sewer flows from the City are directed to the MWQCF.

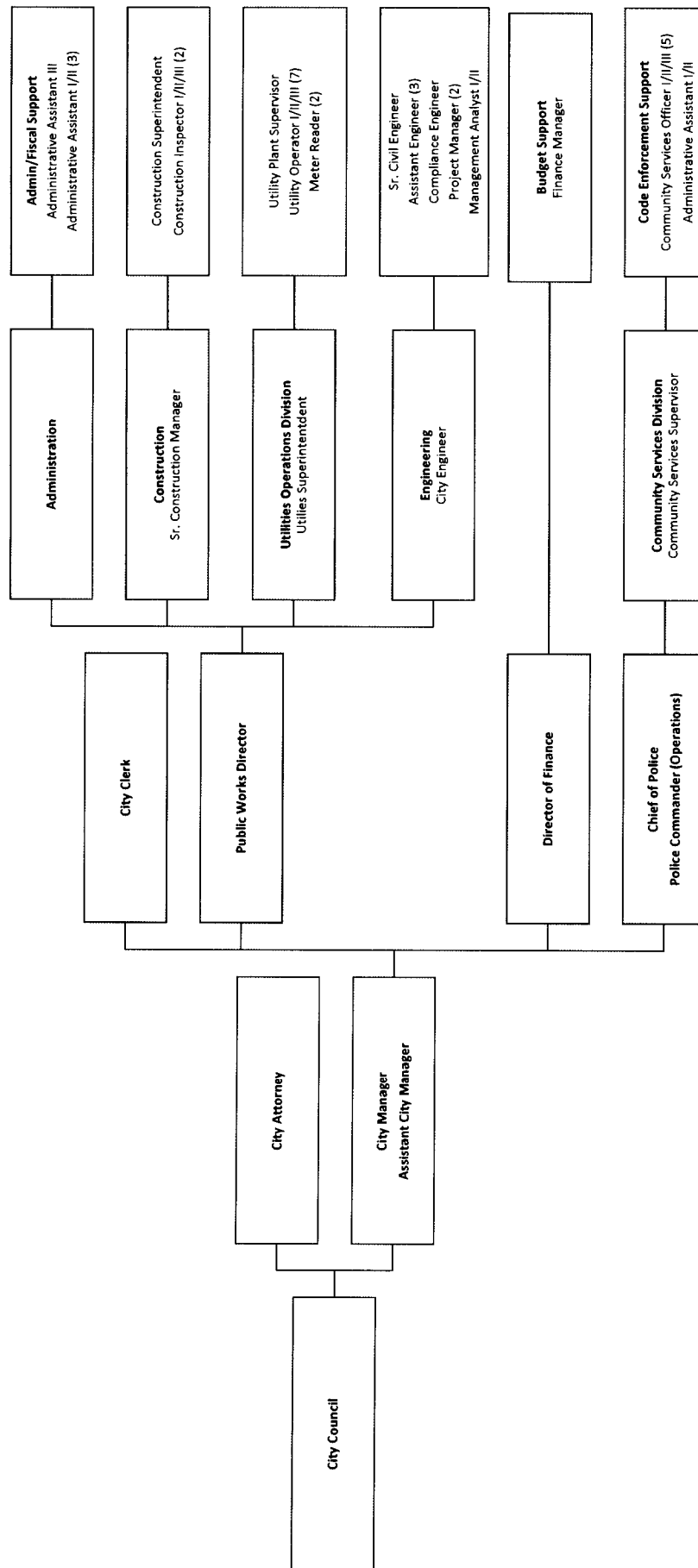
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APPENDIX A – Element 2 (Organization) Supporting Documents

1. Figure A-1. Organization Chart of Wastewater Utility Staff
2. Description of General Responsibilities for Wastewater Utility Staff
3. Table A-1. Names and Telephone Numbers of Staff Responsible for SSMP
4. Table A-2. List of City Staff Responsible for SSMP Elements

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Figure A-1 Organization Chart of Wastewater Utility Staff



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Description of General Responsibilities

City Manager: Under policy direction, serves as the Chief Administrative Officer of the City and directs the activities and operation of all departments; advises and assists the City Council in the conduct of City business; provides administrative oversight to the operational and policy functions of City government; coordinates City business with various programs, officials and outside agencies; provides a variety of other responsible and complex administrative support to the City Council; performs other related duties as required.

Assistant City Manager (acting Public Works Director): Under general administrative direction, performs highly responsible and complex professional administrative work while assisting the City Manager with the direction and coordination of the activities of assigned City departments and or divisions. Under administrative direction, plans, manages, oversees and directs operations and services of the Public Works Department, which includes Public Utilities, Civil Engineering, Land Development, Construction Management, Regulatory Compliance, Flood Management, and Building Services; assists the City Manager in coordinating and directing citywide departmental activities and operations; relieves the City Manager of day-to-day duties associated with municipal operations; promotes effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; provides responsible staff assistance to the City Manager, City Council, and department heads;-- acts for the City Manager in his/her absence; performs other related duties as required.

City Engineer: Under administrative direction from the City Manager, plans, manages, oversees and directs engineering services related to development processing and planning and acts as the City Engineer as required by State law. Coordinates activities with other City officials, departments, outside agencies, contractors, organizations, and the public; provides highly complex staff assistance to the Planning Commission and the City Council as necessary; serves as a technical resource for assigned staff; performs other related duties as required.

Utilities Superintendent: Under general direction, plans, organizes, coordinates, manages, and reviews the operation, maintenance and repair of water treatment and supply facilities, wells, river diversion facilities, storm water pumping stations, drainage facilities, sewer collection systems, and flood protection assigned to the Utility Operations Division; assist in maintenance of Supervisory Control and Data Acquisition (SCADA) Control system and other automation and communications system; ensures safe work practices, work quality, and accuracy; serves as a technical resource to assigned staff and other departments; performs other duties similar in nature.

Utility Plant Supervisor: Under limited direction plans, organizes, coordinates and directs the operations and maintenance of the City's water treatment plant, water distribution, sewer collection, recycled water, storm drain system, facilities and related appurtenances in compliance with state and federal requirements; conducts inspections of plant and equipment; prepares a variety of maintenance records and reports; responsible for completion of water analysis and lab work; supervises assigned personnel and performs other related duties as assigned.

Utility Operator III: Under general supervision, learns to perform and performs the full array of duties assigned to classes in the Utility Operator series, including skilled and semi-skilled work in

the operation, maintenance and repair of the City's water distribution, sewer collection, recycled water, and storm drain systems; assists other units of Public Works in the maintenance of streets, facilities and buildings as needed; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required. Additionally, under general supervision, operates all of the water treatment and related processes associated with the City's water treatment plant, pump stations, and reservoirs; performs standard water quality chemical tests, makes minor and major repairs to plant equipment and performs other job related duties.

Utility Operator I/II: Under general supervision, learns to perform and performs the full array of duties assigned to classes in the Utility Operator series, including skilled and semi-skilled work in the operation, maintenance and repair of the City's water distribution, sewer collection and storm drain systems; assists other units of Public Works in the maintenance of streets, facilities and buildings as needed; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

Senior Civil Engineer: Under general direction, plans, manages, leads, oversees and performs professional and technical engineering work in the design, investigation, project management, and construction of Public Works engineering activities, including water and wastewater systems/plants; coordinates water and wastewater projects, development review, and/or master plans and assigned activities with other divisions, departments, consultants, contractors, engineers, and outside agencies; performs other related duties as required.

Associate/Assistant Engineer: Under general supervision, performs professional engineering work in the design, evaluation and construction of streets, traffic controls, landscaping, parks, storm drains, sewer, water and other public works projects; serves as a project manager on medium or less complex Capital Improvement Projects; reviews engineering reports, drawings, specifications and calculations for buildings, structures, streets, sewers and other public works facilities to ensure compliance with current industry practices, codes, regulations and ordinances; performs other related duties as required.

Compliance Engineer: Under general supervision, assists and coordinate assigned environmental compliance programs and regulatory permits including the National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit, and NPDES permit for discharge of treated wastewater to surface water, Sanitary Sewer Systems General Order, General Order for Recycled Water Use, Fats, Oils and Grease and Industrial Pretreatment Program source control programs, and Drinking Water permit. Performs and oversees a variety of complex tasks in the areas of environmental compliance monitoring reports and studies, water quality and environmental compliance activities, budget development, oversight of various consulting service contracts and agreements, environmental analysis, CEQA compliance and other related duties.

Project Manager: Under general direction of the Public Works Director, or his or her designee, plans, supervises, evaluates and participates in professional work in the planning, design, construction, maintenance and programming of services for citywide Capital Improvement Projects, streetscapes, landscaping, public facilities, utilities, parks, and other projects; performs complex analysis of project costs and monitoring project progress; performs complex analysis of

APPENDIX A – Element 1 (Organization)

project costs and monitoring project progress; ensures safe work practices, work quality and accuracy; maintains appropriate work records; performs other related duties as required.

Senior Construction Manager: The Senior Construction Manager is a manager within the Public Works Department and exercises full responsibility for planning, organizing and directing the work activities of city-wide construction and Capital Improvement Projects (CIP). Under general direction, plans, manages, oversees and directs the operations and staff responsible for construction, inspection and project management.

Construction Superintendent: Under general direction, assists the division manager in planning, organizing and directing the work activities of citywide construction and Capital Improvement Projects (CIPs); and assists in supervising, managing, and directing the operations and staff responsible for construction, inspection and project management in the absence of the Senior Construction Manager.

Construction Inspector III: Under general supervision, performs the full array of duties assigned in the Construction Inspector series, including the most complex para-professional engineering, office and field work involving inspection in the public right-of-way, field testing and surveying; serves as technical expert in assigned field providing customer service to the public and other departments; provides responsible professional assistance to the Construction Superintendent, Senior Construction Manager, City Engineer or the Director of Public Works; performs other related duties as required.

Construction Inspector I/II: Under general supervision, learns to perform and performs the full array of duties assigned to classes in the Construction Inspector series, such as para-professional engineering, office and field work involving inspection, field testing and surveying; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

Community Services Supervisor: Under general direction, administers, plans, organizes the day-to-day operations of the Neighborhood & Community Services Department, which includes Animal Services, Code Compliance, and Community Services Divisions. Identifies workflow improvements, resolves customer service issues, prepares and monitors contracts and RFP's, and serves as a technical resource to other City personnel. Attends various meetings as a representative of the City. Responsibilities include overseeing compliance operations related with Federal, State and local ordinances and laws; oversees staff managing community outreach programs and educational services related to various community services in support of assigned divisions; performs complex inspections of residential, commercial, and industrial properties and transient businesses to determine compliance with applicable federal, state, and local codes, laws, regulations, and ordinances relating to maintenance of properties and structures and business licensing; initiates enforcement action and issues citations and notices; supervises special projects; coordinates the City's contracts for the sheltering, care and treatment of animals; provides work direction and lead supervision; performs other related duties as required by the City Manager, or his or her designee.

APPENDIX A – Element 1 (Organization)

Community Services Officer III: Under general supervision, learns to perform and performs a full range of entry level to high-level administrative, technical, investigative and specialty work in support of the Neighborhood & Community Services Department. Responsibilities include, but are not limited to, planning and coordinating the day-to day operations, activities and special projects/assignments of the Animal Services, Code Compliance and Community Services Divisions, compliance operations related with Federal, State and local ordinances and laws, overseeing community outreach programs and educational services related to various community services in support of assigned divisions. Incumbents are required to work with and assist representatives from all departments; performing a variety of complex and responsible administrative support and project management; may work overtime, standby, during weekend, holidays, shift and call-back assignments; may work events or at the animal shelter as needed, and may perform other related duties as required and as assigned by the Community Services Supervisor, City Manager, or designee.

Community Services Officer I/II: Under general supervision, learns to perform and performs a full range of entry level to high-level administrative, technical, investigative and specialty work in support of the Neighborhood & Community Services Department. Responsibilities include, but are not limited to, planning and coordinating the day-to day operations, activities and special projects/assignments of the Animal Services, Code Compliance and Community Services Divisions, compliance operations related with Federal, State and local ordinances and laws, overseeing community outreach programs and educational services related to various community services in support of assigned divisions. Incumbents are required to work with and assist representatives from all departments; performing a variety of complex and responsible administrative support and project management; may work overtime, standby, during weekend, holidays, shift and call-back assignments; may work events or at the animal shelter as needed, and may perform other related duties as required and as assigned by the Community Services Supervisor, City Manager, or designee.

Finance Manager: Under general direction, manages and coordinates the City's purchasing functions, contract oversight and programs Citywide; plans, organizes and manages the fiscal activities and accounting services in support of programs for the Public Works Department; coordinates assigned activities with other divisions, outside agencies, and the general public; serves as a technical procurement and contract resource for the City's management staff and employees; provides independent oversight and management of purchasing and contract administration, oversees the work of assigned staff; performs other related duties as assigned.

Administrative Assistant III: Under general supervision, performs routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required.

Administrative Assistant I/II: Under general supervision, learns to perform and performs routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required.

APPENDIX A – Element 1 (Organization)

Table A-1. Names and Phone Numbers of Staff Responsible for SSMP

Contact	Phone Number	Email Address
Stephen Salvatore, City Manager	(209) 992-0014	ssalvatore@ci.lathrop.ca.us
Michael King, Assistant City Manager (Acting Public Works Director, Legally Responsible Official)	(209) 941-7454 (office) (209) 992-0018 (mobile)	mking@ci.lathrop.ca.us
Brad Taylor, City Engineer	(209) 992-0970	btaylor@ci.lathrop.ca.us
Teresa Vargas, City Clerk	(209) 992-0046	tvargas@ci.lathrop.ca.us
Frank Vallejo, Utilities Superintendent	(209) 687-5750	fvallejo@ci.lathrop.ca.us
Chris Hart, Utility Plant Supervisor	(209) 992-0019	chart@ci.lathrop.ca.us
Phil Humphrey, Utility Operator	(209) 992-0022	phumphrey@ci.lathrop.ca.us
Henry Hernandez, Utility Operator	(209) 992-1187	hhernandez@ci.lathrop.ca.us
Mauricio Zavaleta, Utility Operator	(209) 993-0711	mzavaleta@ci.lathrop.ca.us
Jesse Estrada, Utility Operator	(209) 993-9615	jestrada@ci.lathrop.ca.us
Jeremy Montoya, Utility Operator	(209) 990-9256	jmontoya@ci.lathrop.ca.us
Damon Kalahale, Utility Operator	(209) 992-0701	dkalahale@ci.lathrop.ca.us
Moses Vasquez, Utility Operator	(209) 278-5488	mvasquez@ci.lathrop.ca.us
Joel Madrigal, Water Meter Reader	(209) 992-0696	jmadrigal@ci.lathrop.ca.us
Alejandro Garcia, Water Meter Reader	(209) 992-0038	agarcia@ci.lathrop.ca.us
Ken Reed, Senior Construction Manager	(209) 712-3136	kreed@ci.lathrop.ca.us
Larry Backert, Construction Superintendent	(209) 992-0044	lbackert@ci.lathrop.ca.us
Jason Reyes, Construction Inspector	(209) 278-5492	jreyes@ci.lathrop.ca.us
Tyler Milton, Construction Inspector	(209) 278-3350	tmilton@ci.lathrop.ca.us

APPENDIX A – Element 1 (Organization)

Contact	Phone Number	Email Address
Jonah Sonner, Compliance Engineer	(209) 941-7443	jsonner@ci.lathrop.ca.us
Greg Gibson, Senior Civil Engineer	(209) 941-7442	ggibson@ci.lathrop.ca.us
Angel Abarca, Assistant Engineer	(209) 941-7498	aabarca@ci.lathrop.ca.us
Bellal Nabizadah, Assistant Engineer	(209) 941-7421	bnabizadah@ci.lathrop.ca.us
Steven Hollenbeak, Assistant Engineer	(209) 941-7455	shollenbeak@ci.lathrop.ca.us
Carlos Carrillo, Management Analyst II	(209) 941-7422	ccarrillo@ci.lathrop.ca.us
Maria Lamas, Admin Assistant II	(209) 941-7433	mlamas@ci.lathrop.ca.us
Grace Manganaan, Admin Assistant II	(209) 941-7437	gmanganaan@ci.lathrop.ca.us
Bonnie Evans, Admin Assistant II	(209) 941-7376	bevans@ci.lathrop.ca.us
Stephanie Rosillo-Silva, Admin Assistant I	(209) 941-7435	srosillo@ci.lathrop.ca.us
Paul Zolfarelli, VVNA (Plant Manager)	(209) 858-1645	Paul.Zolfarelli@veolia.com

Table A-2. List of City Staff Responsible for SSMP Elements

SSMP Element	Responsible Position(s)
I. Goals	Public Works Director
II. Organization	Public Works Director
III. Legal Authority	Public Works Director City Attorney
IV. Operations & Maintenance	Utilities Superintendent
V. Design and Construction Standards	City Engineer Construction Superintendent
VI. Spill Emergency Response Plan	Utilities Superintendent Compliance Engineer
VII. Blockage Control Program	Compliance Engineer
VIII. System Evaluation and Capacity Assurance	City Engineer Senior Civil Engineer Compliance Engineer
IX. Monitoring, Measurement, and Program Modifications	Compliance Engineer Administrative Assistant
X. SSMP Program Audits	Compliance Engineer Utilities Superintendent
XI. Communication	Compliance Engineer Administrative Assistant

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APPENDIX B – Element 3 (Legal Authority) Supporting Documents

1. Enforcement Response Plan – Enforcement of Sewer Use Ordinance
2. Enforcement Response Plan – Fats, Oils & Grease Source Control Program
3. Interjurisdictional Agreement Between the City of Manteca and The City of Lathrop.

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Appendix L

Enforcement Order Templates



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

IN THE MATTER OF

<<COMPANY NAME>>

<<Auth Rep NAME>>

<<ADDRESS>>

NOTICE OF VIOLATION

Permit #<<permit number>>

LEGAL AUTHORITY

Pursuant to Lathrop Municipal Code Chapter 13.26, *Sewer Use and Industrial Wastewater Regulations*, the City of Lathrop (City) has issued Wastewater Discharge Permit #<<permit number>> to <<COMPANY NAME>> in accordance with Section 13.26.050, *Wastewater Discharge Permits*.

FINDINGS

The City has reviewed the <<MONTH & YEAR>> Self-Monitoring Report submitted by <<name of Authorized Representative of permit holder>> and determined that the following pollutants are in violation of the numerical limits as specified by the above-referenced permit.

Parameter	Limit	Reported Value	Violations	
			Chronic *	TRC *

gpd = gallons per day; lbs/day = pounds per day; mg/L = milligrams per liter

*Chronic Violations are simple numerical values greater than the Limit. *TRC Violations are violations based on Technical Review Criteria.

NOTICE

Based on the above findings, <<COMPANY NAME>> is hereby notified that it is in violation of the terms and conditions of Wastewater Discharge Permit #<<permit number>> and Lathrop Municipal Code Chapter 13.26.

ORDER

THEREFORE, based on the above findings, <<COMPANY NAME>> is hereby ordered to take the following actions:

1. <<EXAMPLE: Evaluate the production for May 2005 to determine unusual operations that could have resulted in the high BOD reported for that date.>>
2. <<EXAMPLE: Report the results of the evaluation in the comments section of Monthly Self-Monitoring Report for the month of July 2005.>>

Signed: _____
<< NAME/TITLE>>

Date: <<DATE>>



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

IN THE MATTER OF

<<COMPANY NAME>>

<<Auth Rep NAME>>

<<ADDRESS>>

CONSENT ORDER

Permit #<<permit number>>

LEGAL AUTHORITY

Pursuant to Lathrop Municipal Code Chapter 13.26, *Sewer Use and Industrial Wastewater Regulations*, the City of Lathrop (City) has issued Wastewater Discharge Permit #<<permit number>> to <<COMPANY NAME>> in accordance with Section 13.26.050, *Wastewater Discharge Permits*.

FINDINGS

WHEREAS:

1. The City has conducted ongoing investigations of <<COMPANY NAME>> and have determined that <<COMPANY NAME>> has consistently violated the pollutant limits in the above-referenced permit.
2. <<OTHER FINDINGS>>

ORDER

THEREFORE, to ensure that <<COMPANY NAME>> is brought into compliance with its permit limits as soon as possible, it is hereby agreed and ordered that <<COMPANY NAME>> shall:

1. By <<MILESTONE DATE not to exceed 30 days>>, obtain the services of a licensed professional engineer specializing in wastewater treatment for the purpose of designing a pretreatment system which will bring <<COMPANY NAME>> into compliance with its wastewater discharge permit.
2. By <<MILESTONE DATE not to exceed 30 days from previous milestone date>> submit to the City an engineer's report with options for treating the discharge to permit standards with estimated capital and operating costs for each option.
3. By <<MILESTONE DATE not to exceed 30 days from previous milestone date>> submit a statement of decision to the City declaring the treatment option selected by <<COMPANY NAME>>.
4. By <<MILESTONE DATE not to exceed 30 days from previous milestone date>> submit an action plan for the design of the treatment system, funding of the capital costs, commencement of construction, completion of construction, and commencement of operations. This plan shall

provide milestone dates and routine status report due dates for the activities needed to design and build the treatment system.

5. <<COMPANY NAME>> shall pay \$<<fine amount>> per day for each and every day it fails to comply with the terms of this order. The \$<<fine amount>> per day penalty shall be paid to the City of Lathrop within five (5) days of assessment of the fine by the City.
6. In the event <<COMPANY NAME>> fails to comply with any of the deadlines set forth, <<COMPANY NAME>> shall, within one (1) working day after expiration of the deadline, notify the City in writing. This notice shall describe the reasons for <<COMPANY NAME>> failure to comply, the additional amount of time needed to complete the remaining work, and the steps to be taken to avoid future delays. This notification in no way excuses <<COMPANY NAME>> from its responsibility to meet any later milestones required by this order.
7. Compliance with the terms and conditions of this order shall not be construed to relieve <<COMPANY NAME>> of its obligation to comply with its wastewater discharge permit, which remains in full force and effect. The City reserves the right to seek any and all remedies available to it under the City's Municipal Code for any violation cited by this order.
8. Violation of this order shall constitute a further violation of the City's Municipal Code and subjects <<COMPANY NAME>> to all penalties described by Municipal Code Section 13.26.010.
9. Nothing in this order shall be construed to limit any authority of the City to issue any other orders or take any other action which it deems necessary to protect the wastewater treatment plant, the environment, or the public health and safety.

SIGNATORIES

FOR (Permittee Name)_____ Date_____

FOR THE CITY OF LATHROP_____ Date_____
<<Signature Authorized City Official Name/Title>>



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

IN THE MATTER OF
<<COMPANY NAME>>
<<Auth Rep NAME>>
<<ADDRESS>>

SHOW CAUSE ORDER

Permit #<<permit number>>

LEGAL AUTHORITY

Pursuant to Lathrop Municipal Code Chapter 13.26, *Sewer Use and Industrial Wastewater Regulations*, the City of Lathrop (City) has issued Wastewater Discharge Permit #<<permit number>> to <<COMPANY NAME>> in accordance with Section 13.26.050, *Wastewater Discharge Permits*.

FINDINGS

WHEREAS:

1. <<COMPANY NAME>> discharges process wastewater containing pollutants into the City's sanitary sewer system.
2. <<COMPANY NAME>> was issued a wastewater discharge permit on <<date>> that contains prohibitions, restrictions, and other limitations on the quality of the wastewater it discharges to the sanitary sewer system.
3. Pursuant to the above-referenced permit, data is routinely collected or submitted on the compliance status of <<COMPANY NAME>>.
4. This data shows that <<COMPANY NAME>> has violated its wastewater discharge permit in the following manner:
 - a. <<COMPANY NAME>> has violated its permit limits for <<parameter(s)>> in each sample collected between <<start date>>, and <<end date>> for a total of <number of violations>> separate violations of the permit.
 - b. <<COMPANY NAME>> has failed to submit a periodic compliance report due <<date>>.
 - c. All of these violations satisfy the City's definition of significant noncompliance in Lathrop Municipal Code Section 13.26.090.

ORDER

THEREFORE, based on the above findings, <<COMPANY NAME>> is hereby ordered to:

1. Appear at a meeting with the Director of Public Works to be held on <<date and time>> at <<ADDRESS>>.

<<Auth Rep NAME>>
<<COMPANY NAME>>
Permit #<<permit number>>
Page 2 of 2

2. At this meeting, <<COMPANY NAME>> must demonstrate why the City should not pursue a judicial enforcement action against <<COMPANY NAME>> at this time.
3. This meeting will be closed to the public.
4. Representatives of <<COMPANY NAME>> may be accompanied by legal counsel if they so choose.
5. Failure to comply with this order shall also constitute a further violation of the Lathrop Municipal Code and may subject <<COMPANY NAME>> to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
6. This order, entered this _____ day of <<MONTH/YEAR>>, shall be effective upon receipt by <<COMPANY NAME>>.

Signed _____ Date: _____
<<Signature Authorized City Official Name/Title>>

RR # <<Return Receipt Number from Certified Mail>>



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

IN THE MATTER OF

<<COMPANY NAME>>

<<Auth Rep NAME>>

<<ADDRESS>>

COMPLIANCE ORDER

Permit #<<permit number>>

LEGAL AUTHORITY

Pursuant to Lathrop Municipal Code Chapter 13.26, *Sewer Use and Industrial Wastewater Regulations*, the City of Lathrop (City) has issued Wastewater Discharge Permit #<<permit number>> to <<COMPANY NAME>> in accordance with Section 13.26.050, *Wastewater Discharge Permits*.

FINDINGS

WHEREAS:

1. <<COMPANY NAME>> discharges process wastewater containing pollutants into the City's sanitary sewer system.
2. <<COMPANY NAME>> is a "significant industrial user" as defined by Lathrop Municipal Code Section 13.26.010.
3. <<COMPANY NAME>> was issued a wastewater discharge permit on <<date issued>>, which contains prohibitions, restrictions, and other limitations on the quality of the wastewater it discharges to the sanitary sewer system.
4. Pursuant to the above-referenced permit, data is routinely collected or submitted on the compliance status of <<COMPANY NAME>>.
5. This data shows that <<COMPANY NAME>> has violated its wastewater discharge permit in the following manner:
 - a. <<COMPANY NAME>> has violated its permit limits for <<parameter(s)>> in each sample collected between <<start date>>, and <<end date>> for a total of <number of violations>> separate violations of the permit.
 - b. <<COMPANY NAME>> has failed to submit all periodic compliance reports due since report due date>>.
 - c. All of these violations satisfy the City's definition of significant noncompliance in Lathrop Municipal Code Section 13.26.090.

<<Auth Rep NAME>>
<<COMPANY NAME>>
Permit #<<permit number>>
Page 2 of 2

ORDER

THEREFORE, based on the above findings, <<COMPANY NAME>> is hereby ordered to:

1. Within 180 days, install pretreatment technology that will adequately treat <<COMPANY NAME>> wastewater to a level that will comply with its wastewater discharge permit.
2. Within five (5) days, submit all periodic compliance reports due since <<report due date>>.
3. Within fifteen (15) days, pay to the City a fine of \$<<amount of fine>> for the above-described violations in accordance with Municipal Code Section 13.26.010.
4. Report, on a monthly basis, the wastewater quality and corresponding flow and production information as described on page __ of the wastewater discharge permit for a period of one year from the effective date of this order.
5. All reports and notices required by this order shall be sent, in writing, to the following address:

 <<NAME, TITLE>>
 City of Lathrop
 390 Towne Centre Dr.
 Lathrop, CA 95330
6. This order does not constitute a waiver of the wastewater discharge permit, which remains in full force and effect. The City reserves the right to seek any and all remedies available to it under the City's Municipal Code for any violation cited by this order.
7. Failure to comply with this order shall also constitute a further violation of the Lathrop Municipal Code and may subject <<COMPANY NAME>> to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
8. This order, entered this ____ day of <<Month/Year>>, shall be effective upon receipt by <<COMPANY NAME>>.

Signed _____ Date: _____
 <<Signature Authorized City Official Name/Title>>

RR # <<Return Receipt Number from Certified Mail>>



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

IN THE MATTER OF
<<COMPANY NAME>>
<<Auth Rep NAME>>
<<ADDRESS>>

CEASE-AND-DESIST ORDER

Permit #<<permit number>>

LEGAL AUTHORITY

Pursuant to Lathrop Municipal Code Chapter 13.26, *Sewer Use and Industrial Wastewater Regulations*, the City of Lathrop (City) has issued Wastewater Discharge Permit #<<permit number>> to <<COMPANY NAME>> in accordance with Section 13.26.050, *Wastewater Discharge Permits*.

FINDINGS

WHEREAS:

1. <<COMPANY NAME>> discharges process wastewater containing pollutants into the City's sanitary sewer system.
2. <<COMPANY NAME>> is a "significant industrial user" as defined Lathrop Municipal Code Section 13.26.010.
3. <<COMPANY NAME>> was issued a wastewater discharge permit on <<issued date>> which contains prohibitions, restrictions, and other limitations on the quality of the wastewater it discharges to the City sanitary sewer.
4. Pursuant to the above referenced permit, data is routinely collected or submitted on the compliance status of <<COMPANY NAME>>.
5. This data shows that <<COMPANY NAME>> has violated the wastewater discharge permit in the following manner:
 - a. Continuous violations of permit limits for <<identify parameter>> in each sample collected between <<beginning date>> and <<ending date>>.
 - b. Failure to comply with an administrative compliance order requiring the installation of a pretreatment system and the achievement of compliance with its permit limits by <<milestone date>>.
 - c. Failure to appear at a show cause hearing pursuant to an order requiring said attendance.

<<Auth Rep NAME>>
<<COMPANY NAME>>
Permit #<<permit number>>
Page 2 of 2

ORDER

THEREFORE, based on the above findings <<COMPANY NAME>> is hereby ordered to:

1. Within 24 hours of receiving this order, cease all non-domestic discharges into the City's sanitary sewer system. Such discharges shall not recommence until such time as <<COMPANY NAME>> is able to demonstrate that it will comply with the above-reference permit.
2. Failure to comply with this order may subject <<COMPANY NAME>> to having its connection to the sanitary sewer sealed by the City and assessed the costs therefore.
3. Failure to comply with this order shall also constitute a further violation of the Lathrop Municipal Code and subject <<COMPANY NAME>> to civil or criminal penalties or such other enforcement as may be appropriate.
4. This order, entered this ____ day of <<month, year>>, shall be effective upon receipt by <<COMPANY NAME>>.

Signed: _____
<< NAME/TITLE>>

Date: <<DATE>>

RR # <<Return Receipt Number from Certified Mail>>



Department of Public Works

390 Towne Centre Drive, Lathrop, CA 95330

Phone (209) 941-7430 – Fax (209) 941-7449

www.ci.lathrop.ca.us

SUSPENSION OF WASTEWATER SERVICE ORDER

Date of Notice _____

Business or Individual _____

Address _____

Person Contacted/Title _____

Lathrop Municipal Code Section Violation _____

Results of Analysis _____

Due to the serious nature of your violation, the City of Lathrop is ordering you to immediately stop the discharge of process wastewater, and to eliminate any further industrial discharging by 5:00 pm

_____.

<<date>>

In the event of your failure to voluntarily comply with this suspension order, the City shall take such steps as deemed necessary including, but not limited to, the immediate severance of your sewer connection, to prevent or minimize damage to our wastewater treatment system or endangerment to any individuals.

Signature of person contacted

Refused to sign ____ (initials)

Signature of City Representative

Date

RR # <<Return Receipt Number from Certified Mail>>

City of Lathrop, California

ENFORCEMENT RESPONSE PLAN
Fat, Oil & Grease Source Control Program

Enforcement of Lathrop Municipal Code Chapter 13.26.160
(Sewer Use Ordinance #05-254)

City of Lathrop
ENFORCEMENT RESPONSE PLAN
Fat, Oil & Grease Source Control Program

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City of Lathrop
ENFORCEMENT RESPONSE PLAN
Fat, Oil & Grease Source Control Program

I - INTRODUCTION

The City of Lathrop adopted Ordinance #05-254 amending Chapter 13.26.160 of the Lathrop Municipal Code (LMC). This ordinance established General Sewer Use Regulations including the adoption of Fat, Oil, and Grease (FOG) Control Regulations applicable to Food Service Establishments (FSEs).

Under this code the City has the authority to enter FSEs to conduct inspections and sampling as required to confirm compliance to the City Codes. This code also establishes mandatory maintenance of grease interceptors and the City's authority to take appropriate enforcement actions for failure to comply with the codes.

The Director of Public Works is responsible for the implementation and enforcement of this ordinance. Certain functions required to implement the ordinance are delegated to various staff and contract services by the Director of Public Works. This Enforcement Response Plan constitutes the policies and procedures that will be used to enforce the City's fat, oil and grease ordinance under the authority of the Public Works Director.

The FOG Enforcement Response Plan is directed at the enforcement of the FOG regulations. A separate Enforcement Response Plan has been established for the enforcement of the industrial user regulation contained in the City Code.

II - PURPOSE OF THE FOG ERP

The purpose of the FOG Enforcement Response Plan is to provide uniform and consistent enforcement of the City Codes using a variety of enforcement options that are available to the City. This will allow the City to be flexible in their response to a violation and to provide guidance in responses to assure the response is appropriate to the type of violation that occurred.

III - FOG CONTROL PROGRAM OFFICIALS/STAFF

<i>Director of Public Works</i>	<i>- 209-941-7430</i>
<i>City Attorney</i>	<i>- 209-941-7235</i>
<i>City Compliance Engineer</i>	<i>- 209-941-7430</i>
<i>Chief Plant Operator (VWNA)</i>	<i>- 209-858-1645</i>
<i>FOG Inspectors (Compliance First)</i>	<i>- 209-625-8786</i>

IV - ORDINANCE PROVISIONS

Ordinance	Provision
13.26.160.A.	Findings (Purpose)
13.26.160.B.	Applicability
13.26.160.C.	Definitions
13.26.160.D.1.	Grease Interceptor/Trap Required
13.26.160.D.2.	Existing Facilities
13.26.160.D.3.	New Facilities or New Interceptor Installations
13.26.160.E.1.	Maintenance of Grease Interceptor/Traps Required
13.26.160.E.2.	Routine Maintenance Schedules
13.26.160.E.3.	Record Keeping Requirements
13.26.160.E.4.	Record Retention Requirements
13.26.160.F.	Disposal of Interceptor/Trap Wastes
13.26.160.G.	Collection, Storage, and Disposal of Waste Grease and Solids
13.26.160.H.	Clean up of Spilled Grease and Oil
13.26.160.I.	Use of Chemicals and Other Additives
13.26.160.J.	Right of Access
13.26.160.K.	Enforcement
13.26.160.K.1.	Mandatory Interceptor/Trap Service
13.26.160.K.2.	Mandatory Interceptor/Trap Service Schedule
13.26.160.K.3.	Cost Recovery
13.26.160.K.4.	Administrative Fines
13.26.160.K.5.	Emergency Suspensions

V - ENFORCEMENT RESPONSES

A. Levels of Response

There are three possible levels of response to all violations available to the City:

Level 1 – Education and Training

Level 2 – Informal Enforcement

Level 3 – Formal Enforcement

B. Response Actions

Level 1 responses are the most common enforcement tool used in the FOG program. A Level 1 response typically includes providing the user with a copy of the ordinance, and a summary of the FOG Program requirements, information on best management practices, and a brief discussion on the proper maintenance of the interceptor or trap used by the facility (a copy of the City's FSE best management practice hand-out is included in Part X of this ERP). It also includes an inspection and the gathering of general and specific information about the facility, the owner/operators, the interceptors installed at the facility, and the current maintenance practices. A Level 1 response is intended to inform the user of their responsibilities,

provide them with sufficient information to develop an effect maintenance program, and then to allow them time to attain compliance. A Level 1 response will always be followed up with inspections following an adequate amount of time for the user to develop and implement their maintenance plan.

Level 1 – Responses

- Educate, Inform, Train
- Data Gathering
- Inspection

Level 2 responses are considered an escalation of enforcement. A Level 2 response is an appropriate response for the failure of the user to develop an appropriate maintenance plan (schedule), especially following a Level 1 action. A Level 2 response is typically a mandatory pumping order, requiring the user to hire a grease trap cleaning service to pump the interceptor and clean it within a specified time frame and to submit copies of the cleaning service pumping/transport manifest to document the service was performed. A Level 2 response may include a mandatory requirement that a licensed plumber be hired to inspect the grease interceptor when the cleaning service pumps down the interceptor to confirm the interceptor is properly installed and that none of the fittings and fixtures are damaged, broken, or missing. Level 2 responses require that mandatory actions be taken within a specified time period and that the results of the action be reported to the FOG Control Program Manager within a specified time period. Level 2 responses do not include the assessment fines or penalties. Level 2 responses are intended to mandate a corrective action to be taken by the user, at the user's expense.

Level 2 – Responses

- Mandatory Cleaning of Interceptor
- Mandatory Inspection of Interceptor by Licensed Plumber
- Mandatory Repair of Damaged Interceptor
- Mandatory Reporting

Level 3 responses are considered an escalation of enforcement. A Level 3 response is an appropriate response for the user who refuses to conform to the ordinance and avoids or ignores Level 1 and Level 2 enforcement actions. A Level 3 response will typically include the mandatory actions that would be taken under a Level 2 response with the addition of an administrative fine and/or prescribe additional penalties if the user fails to perform the mandatory requirements. A Level 3 response may include a mandatory interceptor cleaning and reporting requirement that must be followed on a permanent (on-going) basis.

Level 3 – Responses

- Mandatory On-Going Interceptor Cleaning and Reporting Schedule (example: monthly, quarterly, semi-annual)
- Mandatory Reconfiguration of plumbing to interceptor by Licensed Plumber (interceptor installed backwards, dishwasher

- discharge redirected from interceptor, removal of food grinder (garbage disposal), etc.
- Mandatory replacement of undersized interceptor with properly sized interceptor.
- Mandatory installation of interceptor in the discharge of an Existing Food Service Facility.
- Assessment of Administrative Fines.
- Halt discharge to City Sewer System.
- Civil Legal Action.
- Criminal Legal Action.

C. Sequence of Actions

The City is not bound to taking the Level of Response in any sequential order. The City may use a combination of the actions recommended in different response levels. The City may take a Level 2 or a Level 3 as their first enforcement response based on the severity and the impact the violation had on the City sewer system and the community health and safety.

VI - ADMINISTRATIVE FINES

It is not the intent of the FOG ERP to discuss how to assess and collect administrative fines. Other sections of the City Codes provide authority and protocols for the City to assess fines. In addition, the City's Sewer Use Ordinance ERP provides a discussion of assessing administrative fines for the City's pretreatment program. A brief discussion of when to assess an administrative fine under the FOG control program is provided herein.

Administrative fines are meant to be punitive in nature and are not related to cost recovery for expenses accrued by the City to abate the results of the non-compliance to the ordinances. Fines are not intended to replace enforcement actions that are directed at correcting the problem and bringing the user into compliance with the ordinances. The City must not assess a fine in excess of \$1,000 per day per violation as established by State law. The assessment of fines is usually reserved for those users who demonstrate a persistent pattern of non-compliance. The City should carefully consider the use of a fine and its ability to make non-compliance to the ordinance less profitable for the offender.

VII - COST RECOVERY

The City may assess cost recovery fees to users whose non-compliance resulted in damages or restrictions to the City systems that resulted in expenses to the City above and beyond the normal operational and maintenance costs associated with the system. As this applies to the FOG control program there are two specific cases that the City may wish to assess cost recovery fees to a user regulated under this ordinance.

- (1) Build up of FOG in the collection line as a result of improper maintenance of a grease

interceptor that requires the City to clean that section of line more often than once every 2 years.

- (2) Cost related to the clean up of a Sanitary Sewer Overflow caused by the blockage to flow in the sanitary sewer line caused by improper maintenance of the grease interceptor servicing one or more users discharging to the blocked sewer line.

Cost recovery may be assessed on a one-time basis, which would be appropriate for a single sanitary sewer overflow event; or as an on-going surcharge on users of a specific line that services one or more FOG user. Cost recovery is not intended to be an enforcement tool, but a means to recovering costs due to negligence on the part of a user, who has received a Level 1 enforcement response in the past.

VIII - TERMINATION OF WATER SERVICES

The City provides both sewer and water to the food service establishments. Therefore, the City may terminate water service as an ultimate enforcement tool. If a user fails to comply with the City ordinance, and is persistently in non-compliance even though the City has taken enforcement actions at the Level 1, 2 and 3, then the City may terminate water services. This is not an action to be taken lightly for it will mean that the business can no longer operate in the City.

Restoration of water service should only be granted upon documentation that the non-compliant issues have been resolved and that consistent compliance may be expected in the future. In addition, all previous enforcement actions and administrative fines and cost recovery assessments must be paid prior to restoration of service.

IX - NOTIFICATION OF HEALTH DEPARTMENT

When in opinion of the City, a user grease interceptor is backing up causing a potential health hazard, the City is required to notify the County Health Department of the food service facility and the situation with the potential health risk.

X - SAMPLE DOCUMENTS

The following documents are samples of documents that are used in the enforcement of the City FOG Control Ordinance.



FOOD SERVICE GREASE INTERCEPTOR/TRAP INSPECTION REPORT

Inspection type: Routine ☐ Re-Inspection ☐

Facility Information

Business Name:

Business Owner:

Business Location:

Owner Address / Phone #:

Mailing Address:

Manager's Name:

Local Business Phone #:

Facility Inspection

Type of Device(s) Installed: Grease Trap ☐ Grease Interceptor ☐ Recycled Grease Bin ☐

Frequency of Interceptor/Trap Service?

Device Capacity (Gallons):

Name / Address of Service Company:

Visual Observations of Device:

Frequency of Recycled Grease Service?

Recycled Bin Capacity (Gallons):

Name / Address of Service Company:

Visual Observations of Device:

Are additives added to the interceptor / trap?

YES ☐ NO ☐ N/A ☐

Food Grinders or Garbage Disposal installed and discharging to interceptor/trap?

YES ☐ NO ☐ N/A ☐

Automatic Dishwasher installed and discharging to Device?

YES ☐ NO ☐ N/A ☐

Are Best Management Practices Implemented?

YES ☐ NO ☐ N/A ☐

Provide the following information on the three most recent service records:

Pumping Date	Volume Pumped (Gallons)	Pumping Service Name	Pumping Service State Registration No.	Disposal Site Name	Disposal Site State Registration No.

List all Deficiencies:

List all Recommendations or Required Actions as a result of this inspection:

Inspector Name:

Signature:

Inspection Date:



Public Works Department

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430 – Fax (209) 941-7449
www.ci.lathrop.ca.us

June 17, 2025

[Business Name]
ATTN: Facility or Store Manager
[Address]
[City, State, Zip]

**RE: NOTICE TO COMPLY – MAINTENANCE OF GREASE INTERCEPTOR/TRAP
REQUIRED**

To Whom it May Concern,

On [DATE], a grease interceptor/trap inspection was conducted at [FACILITY] in accordance with Lathrop Municipal Code Section 13.26.160 - Fat, oil and grease control.

During the inspection, [DESCRIBE REPORT]. Per Lathrop Municipal Code Section 13.26.160(E), all grease interceptors and grease traps shall be continuously maintained in a satisfactory and effective operational condition by the discharger. All spilled grease and oil shall be cleaned up and disposed of in the grease container. In no instance shall spilled grease and oils be washed to the storm drain system.

In response to these findings, you are hereby directed to [COMPLIANCE ACTION AND DATE]. Failure to respond to this notice will result in a re-inspection of your facility and may be subject to administrative fines pursuant to Section 13.26.160(K)4. A copy of the inspection report is enclosed with this notice.

If you have any questions regarding the requirements of the City's FOG Control Program, please contact Jonah Sonner, the City's Compliance Engineer, at (209) 941-7443 or by email at jsonner@ci.lathrop.ca.us.

Sincerely,

Brad Taylor
City Engineer

BT/js
Enclosure:

2023 12 07 Food Service Grease Interceptor/Trap Inspection Report

INTERJURISDICTIONAL PRETREATMENT AGREEMENT
BETWEEN
THE CITY OF MANTECA
AND
THE CITY OF LATHROP

This Agreement is entered into this 17th day of OCTOBER 2005, between the City of Manteca, hereinafter called "Manteca" and the City of Lathrop, hereinafter called "Lathrop".

RECITALS

1. Whereas, Manteca owns and operates a wastewater treatment system.
2. Whereas, Lathrop currently utilizes this wastewater treatment system pursuant to the Service Agreement (Agreement A765) between Manteca and Lathrop dated March 5, 1984. Such use is called, for purposes of this Agreement, "use of the WQCF system".
3. Whereas, Lathrop additionally owns and operates a second wastewater system, called, for purposes of this Agreement, the "WRP System".
4. Whereas, Facilities located in Lathrop currently contribute wastewater to the WQCF system, which includes industrial waste. These facilities are hereinafter referred to as industrial dischargers.
5. Whereas, Manteca must develop and implement an industrial pretreatment program to control industrial dischargers of its wastewater treatment system pursuant to conditions contained in its waste discharge permit (NPDES Permit No. CA008 1558 issued by the EPA), and the pretreatment requirements set out in 40 CFR Part 403 and Division 7 of the California Water Code.
6. Whereas, Lathrop desires to continue to utilize the WQCF system and recognize its industrial waste control obligations under 40 CFR 403, Division 7 of the California Water Code, and Agreement A765. In Agreement A765, Lathrop agreed to adopt and maintain a waste ordinance that is uniform and consistent with the Manteca waste ordinance so that the industrial dischargers to the WQCF system within Lathrop's boundaries shall be subject to the necessary pretreatment controls. With this interjurisdictional agreement, Manteca is authorized to implement and enforce that waste ordinance within Lathrop's boundaries, with respect to those industrial dischargers whose waste flows to the WQCF system.

AGREEMENT

1. Lathrop shall adopt a waste ordinance that is at least as stringent as to the waste ordinance adopted by Manteca. Lathrop shall forward to Manteca for review a draft of its proposed waste ordinance within (30) days of the date of this agreement. Lathrop shall adopt its waste ordinance within (30) days of receiving approval from Manteca of its content.
2. Whenever Manteca revises its waste ordinance, it shall forward a copy of the revisions to Lathrop. Lathrop shall adopt similar revisions to its waste ordinance. Lathrop shall forward to Manteca for review its proposed revision within (30) days of receipt of the Manteca revisions. Lathrop shall adopt its revisions within (30) days of receiving approval from Manteca of the content thereof.
3. Lathrop shall adopt pollutant specific local limits which include the same pollutant parameters and limits that are as stringent as the local limits enacted by Manteca within (30) days of the date of this agreement. If Manteca makes any revision or additions to its local limits, Manteca shall forward to Lathrop a copy of such revisions within 10 days of enactment thereof. Lathrop shall adopt any such revisions or additions within (30) days of receipt thereof.
4. Lathrop designates Manteca as the agent of Lathrop for the purposes of implementation and enforcement of Lathrop's waste ordinance against industrial dischargers to the WQCF system located in Lathrop. Manteca may take any action under Lathrop's waste ordinance that could have been taken by Lathrop, including the enforcement of the ordinance in courts of law.

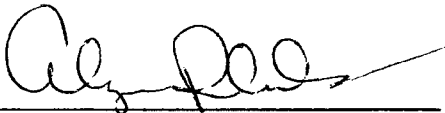
Manteca, on behalf of and as agent for Lathrop, shall perform technical and administrative duties necessary to implement and enforce Lathrop's waste ordinance. Manteca shall: (1.) issue permits to all industrial dischargers to the WQCF system required to obtain a permit; (2.) conduct inspections, sampling, and analysis; (3.) take all appropriate enforcement action outlined in Manteca's enforcement response plan and provided for in Lathrop's waste ordinance; and (4.) perform other technical and administrative duties required by Federal and State law or NPDES permit. In addition, Manteca may, as agent of Lathrop, take emergency action to stop or prevent any discharge to the WQCF system for an industrial user which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

6. Manteca shall maintain an industrial user inventory of permitted and non-permitted industrial and commercial facilities discharging to the WQCF system. Manteca shall update the industrial user inventory annually and provide a copy of the inventory to Lathrop by December 31st of each year. The industrial user inventory shall contain the name of the industrial user, the address, telephone number of the facility, the standard

industrial classification (SIC), and identify the product or service provided by the facility. Lathrop shall notify Manteca of any additional planned industrial waste discharges to the WQCF system thirty days before commencement of the discharge.

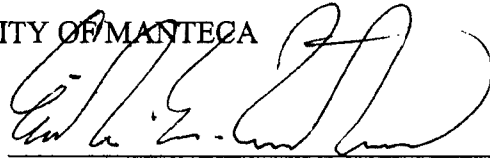
7. Before any industrial user located outside the jurisdictional boundaries of Lathrop discharges into the WQCF Sewer system, Lathrop and Manteca shall enter into an agreement with the jurisdiction in which such industry is located. Such agreement shall be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.
8. Manteca may recover costs for permitting, inspecting, sampling, and other industrial user monitoring and enforcement activities directly from the industrial dischargers located within Lathrop's jurisdiction.
9. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms shall be unaffected.
10. Manteca and Lathrop shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 et seq.) and rules and regulations (see 40 CFR part 403) issued thereunder, as necessary, but at least once every 5 years on a date to be determined by Manteca and Lathrop.
11. This Agreement shall remain in effect so long as Agreement A765 remains in effect. Termination of the Agreement A765 shall also result in the termination of this Agreement.
12. If the authority of Manteca to act as agent for Lathrop under this Agreement is questioned by an industrial user, court of law, or otherwise, Lathrop shall take whatever action is necessary to ensure the implementation and enforcement of its waste ordinance against its industrial dischargers, including, but not limited to, implementing and enforcing its waste ordinance on its own behalf and/or amending this Agreement to clarify Manteca's authority.
13. Any disputes between Manteca and Lathrop arising out of this Agreement shall be submitted to binding arbitration performed in accordance with the rules of American Arbitration Association.

CITY OF LATHROP




GLORYANNA RHODES, MAYOR

CITY OF MANTECA




WILLIE W. WEATHERFORD, MAYOR

ATTEST:

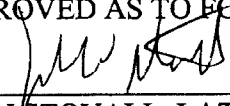


RICK CALDEIRA, LATHROP CITY
CLERK

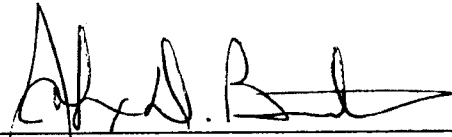


JOANN L. TILTON, MANTECA CITY
CLERK

APPROVED AS TO FORM AND EXECUTION:



JOHN STOVALL, LATHROP CITY
ATTORNEY

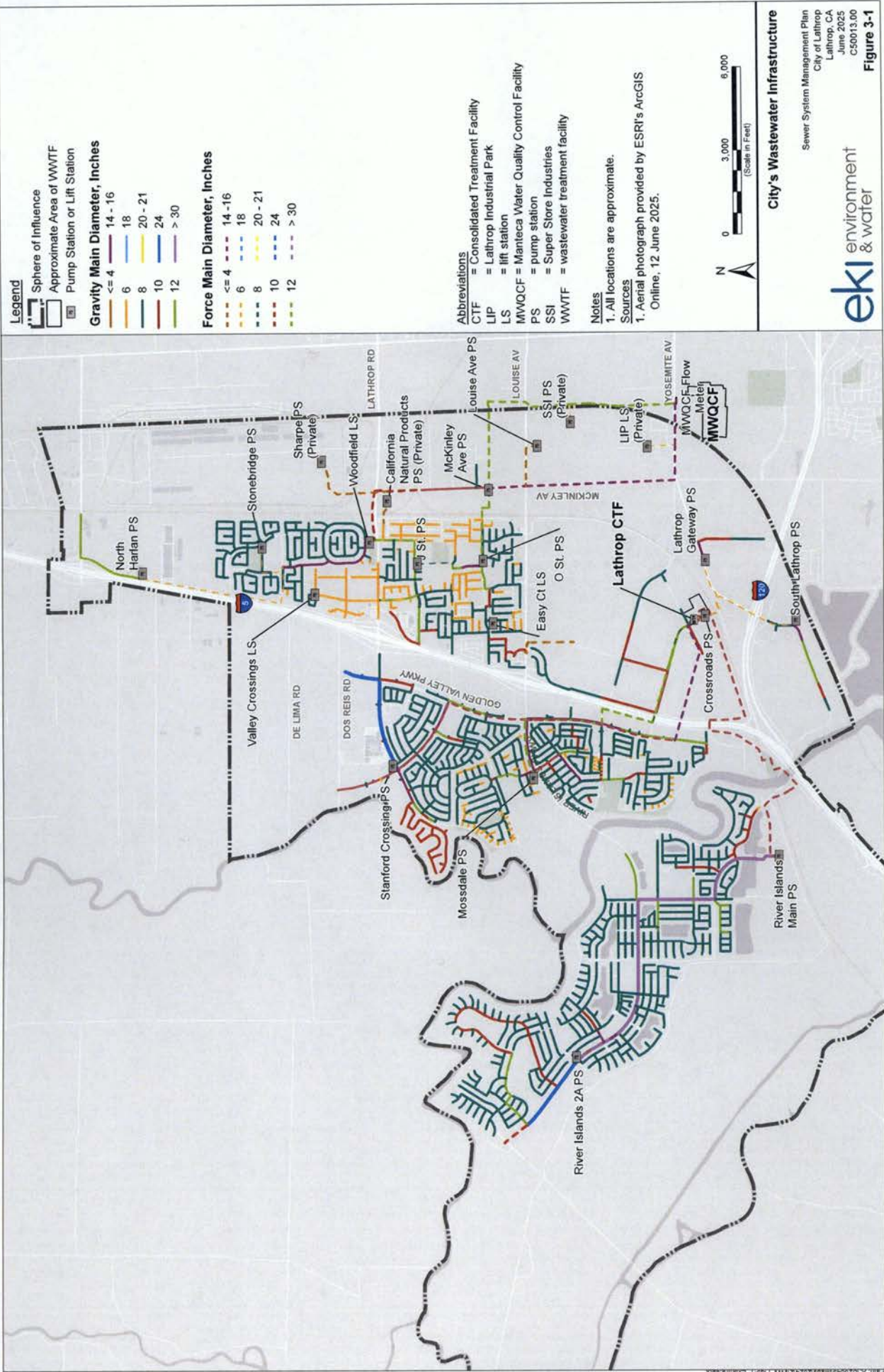


JOHN D. BRINTON, MANTECA CITY
ATTORNEY 10-6-05

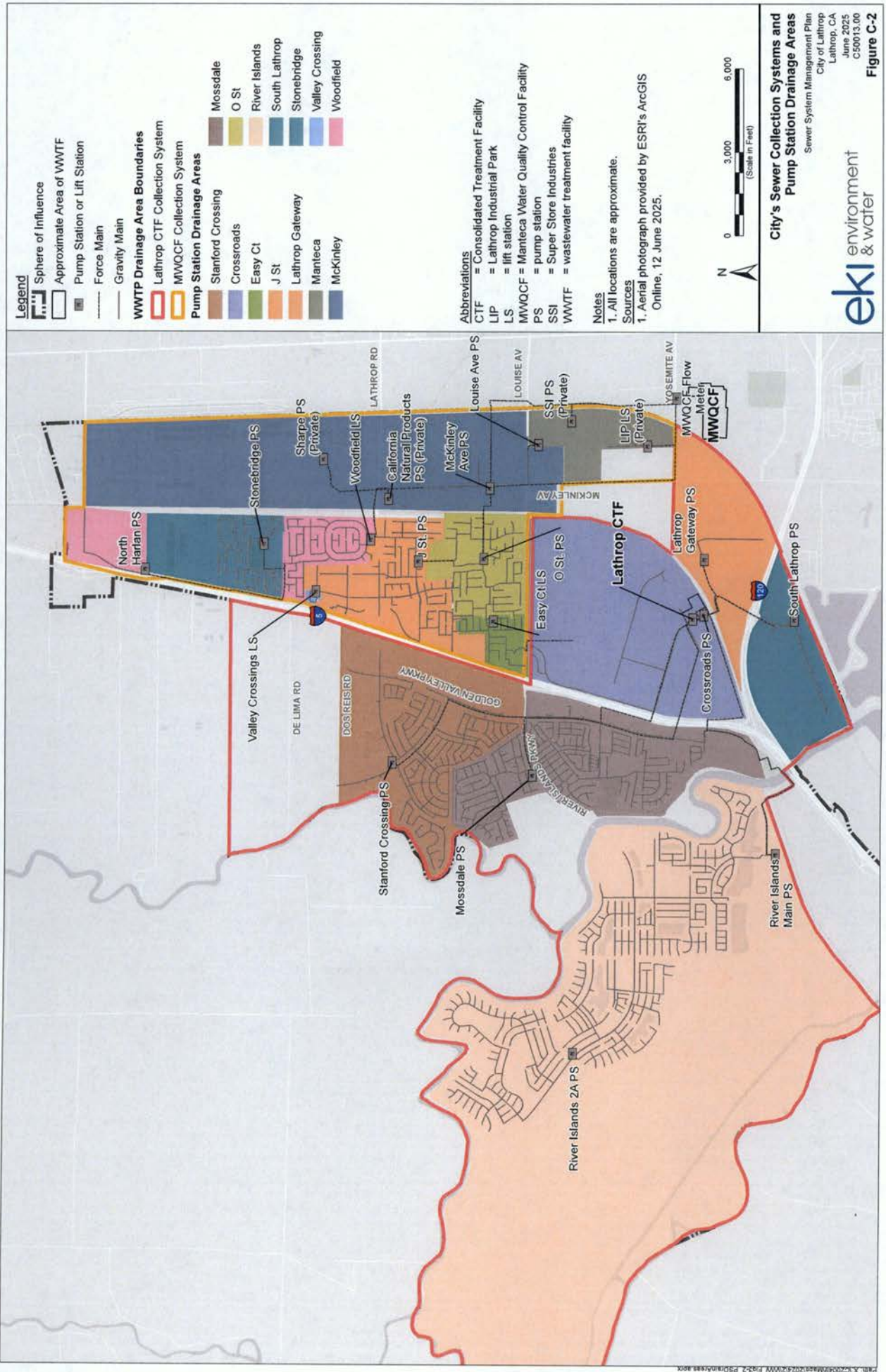
APPENDIX C – Element 4 (Operations & Maintenance Program) Supporting Documents

1. Figure C-1. City of Lathrop Wastewater Infrastructure
2. Figure C-2. City of Lathrop Sewer Collection Systems and Pump Station Drainage Areas
3. Wastewater Gravity Main Hydroflushing Form
4. Daily Lift Station Inspections Report Form
5. Pump Inspection Report Form
6. 12-Inch Force Main to Manteca Inspection Report
7. Air/Vacuum Release Valve Report
8. Table C-1. Wastewater Pump Station Pump and Motor Information

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Appendix C - Element 4 (Operations & Maintenance Program)

CITY OF LATHROP DAILY LIFT STATION INSPECTION REPORT FORM (Example Excel Template)

Page 1 of 2

Station Report								
Wastewater Station								Year:
Date	Wet Well Level A	Wet Well Level B	Active Alarms	Pump Breakers	Motor VFDs	Test Run Pumps	Wet Well Condition	Initials

Security Inspection									
Wastewater Station									Year:
Date	Alarm System	Security Cameras	CCTV Cameras	Padlocks	Gate	Fencing / Walls	Exterior Doors	Exterior Lighting	Initials

Inspection 1										
Wastewater Station										Year:
Date	OIT Operation	Subm. Level Transmitter	Ultrasonic Level Transmitter	Floats / Probes	A/C	Chlorine Tank Level	Chemical Pump 1	Chemical Pump 2	Twister	Initials

Inspection 2								
Wastewater Station								Year:
Date	Check Valves	Isolation Valves	Air Release Valves	Vaults	Vault Exhaust Fans	Genset	Exercised Genset	Initials

Appendix C - Element 4 (Operations & Maintenance Program)

CITY OF LATHROP DAILY LIFT STATION INSPECTION REPORT FORMS (CONT.) (Example Excel Template)

Page 2 of 2

Housekeeping						
Wastewater Station						Year:
Date	Electrical Panels	Electrical Outlets	Piping / Valves / Meters	Compound Cleanliness	Weed Abatement	Initials

Generator Inspection Checklist											
<u>Automatic Exercising Schedule:</u> Weekly- Time: Duration:											
Station Name		Permit # N-xxxx-x-x				Year:					
Date	Starting Totalizer	Ending Totalizer	Auto Exercising Hours	Emergency Hours	Maint. Hours	Fuel Level	Oil Level	Battery Level	Water Level	Transfer Switch	Initials
Previous											

Appendix C - Element 4 (Operations & Maintenance Program)

**CITY OF LATHROP
PUMP INSPECTION REPORT**

Lift
Station: _____

Pump # _____ Nameplate
Info: _____

Model #: _____ SN #: _____

KW: _____ HP: _____ Volts: _____ Amps: _____

Phase: _____ HZ: _____ RPM: _____

Date of Inspection: _____ Operator: _____

Start Time: _____ Finish Time: _____

1. Pump Inspection

Oil Level _____	Oil Condition _____	Oil Added _____	Wear Ring _____
Case Cond. _____	Volute Cond. _____	Lift Strap _____	Guide Bar _____
Pull Cable _____	Cord Seal _____	Cord Cond. _____	Wet Well _____
Noise? _____	Vibration? _____	Bubbler Cond. _____	Float Cond. _____

2. Electrical Panel Inspection

Panel Clean? _____	Panel Door Seal _____	Panel Warning Light _____
HOA Switch _____	Starter Noise? _____	Overload Setting _____
Amperage Draw, T1 _____	T2 _____	T3 _____

Heat Discoloration? _____

List Discrepancies, Corrections Made, Comments, and Recommendations:

Reviewed By: _____

Action Taken: _____

Forwarded To: ☐ File ☐ Supervisor ☐ P.W. Director

CITY OF LATHROP

12 INCH FORCE MAIN TO MANTECA INSPECTION REPORT

Comments:

Forwarded To: ☐ File ☐ Supervisor ☐ P.W. Director

CITY OF LATHROP AIR/VACUUM RELEASE VALVE REPORT

[illegible]

Forwarded To: ☐ **File** ☐ **Supervisor** ☐ **P.W. Director**

Appendix C - Element 4 (Operations & Maintenance Program)

**TABLE C-1
WASTEWATER PUMP STATION PUMP AND MOTOR INFORMATION**

Pump Station	Number of Pumps	Rated Power	Force Main Diameter (in)	Design Capacity (gpm)	Firm Capacity (gpm)(a)
<i>MWQCF Collection System</i>					
North Harlan PS	2	10 HP	6"	2,150	1,075
Stonebridge LS	2	10 HP	6"	700	350
Woodfield LS	3	5 HP	8" (b)	1,230	820
Valley Crossing LS (c)	2	3 HP	4"	83	83
J Street LS	2	10 HP	8"	1,400	700
Easy Court LS	2	3 HP	-	1,000	500
O Street PS	3	Two at 70 HP; one at 5 HP	12"	4,200	2,800
McKinley Avenue PS	3	Two at 25 HP; one at 5 HP	16"	2,513	1,675
Louise Avenue PS	2	5 HP	4"	(d)	(d)
<i>Lathrop CTF Collection System</i>					
Stanford Crossing	2	One at 90 HP; One at 45 HP	14" & 18"	4,100	2,300
Mossdale PS	4	30 HP	8" & 12"	5,400	4,050
River Islands Main PS	2 (e)	110 HP	12" & 18"	3,400	1,700
River Islands 2A PS	4	15 HP	30"	5,300	3,975
Lathrop Gateway PS	2	23 HP	4" & 6"	560	280
South Lathrop PS	3	12 HP	6" & 6"	2,775	1,850

Notes:

- (a) Firm pumping capacity is defined as the total capacity of all pumps minus the capacity of the largest pump.
- (b) This table shows Woodfield LS's capacity for its current connection to an 8" force main to the J Street LS area. The City has plans to reconnect it to a 10-inch diameter force main to McKinley Ave PS drainage area.
- (c) Capacity of the 8" outlet is listed as the lift station capacity, as it is the capacity limiting component of this pump station.
- (d) Pump station capacity depends on flows through the 16-inch force main to MWQCF and is not analyzed.
- (e) River Islands Sewer PS will be constructed in phases with the addition of two pumps during each phase.

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APPENDIX D – Element 6 (Spill Emergency Response Plan) Supporting Documents

1. Spill Emergency Response Plan
2. Spill Emergency Response Plan SSO Reporting Chain of Communication
3. Spill Emergency Response Plan List of Contacts
4. Procedures for Estimating the Volume of Sewer Overflows
5. Sanitary Sewer Overflow Report Form

SPILL EMERGENCY RESPONSE PLAN

PURPOSE

This Spill Emergency Response Plan (SERP) is prepared to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The SERP includes measures to protect public health and the environment. The Enrollee (City) shall respond to spills from its systems in a timely manner that minimizes water quality impacts and nuisance by:

- Immediately stopping the spill and preventing/minimizing a discharge to waters of the State;
- Intercepting sewage flows to prevent/minimize spill volume discharged into waters of the State;
- Thoroughly recovering, cleaning up and disposing of sewage and wash down water; and
- Cleaning publicly accessible areas while preventing toxic discharges to waters of the State.

The City must comply with General Order Attachment E1-Notification, Monitoring, Reporting and Recordkeeping Requirements and Attachment E-2 – Summary of Notification, Monitoring and Reporting Requirements that are attached and associated with the development and implementation of this SERP.

The State Order establishes the following Spill Categories, as defined below:

1. Category 1 Spill

A Category 1 spill is a spill of any volume of sewage from or caused by a sanitary sewer system regulated under this General Order that results in discharge to:

- A surface water, including a surface water body that contains no flow or volume of water; or
- A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly.

Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

2. Category 2 Spill

A Category 2 spill is a spill of 1,000 gallons or greater, from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water.

3. Category 3 Spill

A Category 3 spill is a spill of equal to or greater than 50 gallons and less than 1,000 gallons from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water.

A spill of equal to or greater than 50 gallons and less than 1,000 gallons, that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 3 spill.

4. Category 4 Spill

A Category 4 spill is a spill of less than 50 gallons, from or caused by a sanitary sewer system regulated under the General Order that does not discharge to a surface water.

A spill of less than 50 gallons that spills out of a lateral and is caused by a failure or blockage in the sanitary sewer system is a Category 4 spill.

PROCEDURES**I. Overflow Detection**

City employees, contractors, or the public may detect an overflow. The Public Works Department (PWD) is primarily responsible for receiving phone calls from the public notifying the City of possible overflows from the wastewater conveyance system. The emergency response shall be available 24 hours per day, 365 days per year. During normal business hours, PW Admin generally receive either phone calls or “GoGov” online reports related to complaints and spills. After-hours calls will be directed to the On-Call Operator. For online reports, PW Admin will route the report to the O&M Superintendent and generate a work order through the “GoGov” system.

- 1) **First Step** – Record information from the reporting party regarding the incident. At a minimum, the following information should be recorded when taking the call:
 - (a) Full name of caller (first/last name)
 - (b) Caller’s contact information (phone number, address, company name, etc.)
 - (c) Date and time call received
 - (d) Location of possible overflow (address and nearest cross street)
 - (e) Description of the problem
 - (f) Time problem was first observed by the caller
 - (g) Observations of the caller
 - (h) Other relevant information that will enable the PWD to quickly locate, assess, and stop the overflow (e.g. estimated spill volume, suspected cause of spill, are any hazardous chemicals involved)
- 2) **Second Step** – After completing the call, notify Public Works Utilities staff as soon as possible in the following order (move to the next person on the list if no answer to first caller):
 - a) Utility Operations Superintendent
 - b) Public Works Director
 - c) Staff Completing Work Orders
 - d) On-call Number

Appendix D - Element 6: (Spill Emergency Response Plan)

- 3) **Third Step** – After notification, create a work order for Operations staff through the “GoGov” system with the information collected above in Step 1.
- 4) **Fourth Step (if applies)** - After the initial call, we may have other callers reporting the spill. Please take their name & number and return their call once the problem has been resolved.

The SCADA system will automatically dial the on-call Utilities staff in the event of equipment failure or detection of a possible overflow. Sanitary sewer overflows detected by the SCADA system or any personnel in the course of their normal duties shall be immediately reported to their supervisor.

II. Initial Response

Failure of any element within the City-owned and operated wastewater conveyance system that threatens to cause or causes a SSO will trigger a response to isolate and correct the problem. Crews and equipment shall be available to respond to any sewer overflow locations.

Upon receipt of a report of sewage overflow, all response crew members shall proceed to the Corporate Yard where they will gather all necessary equipment and resources before proceeding to the site of the SSO. Delays or conflicts in assignments and issues regarding equipment and resources should be reported to their supervisor.

In the event of a spill or overflow, it is the responder’s role to protect public health, the environment, and property from wastewater overflows and to restore the area to normal as soon as possible. Specifically, the responder should:

- Upon arrival at the site of the SSO, note the time of arrival, assess the situation, develop an approach to contain the sewage and eliminate the cause of the overflow.
- Visually assess the spill location(s) and spread using photography, global positioning system (GPS), and other best available tools. Document the critical spill locations, including:
 - Photography and GPS coordinates for:
 - The system location where the spill originated.
 - For multiple appearance points of a single spill event, the points closest to the spill origin.
 - Photography for:
 - Drainage conveyance system entry locations,
 - The location(s) of discharge into surface waters, as applicable,
 - Extent of spill spread, and
 - The location(s) of clean up.

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- Responders shall promptly notify the Operations Superintendent, if available, of preliminary information and potential impacts. If the Operations Superintendent is not available, the Public Works Director should be notified.
- Immediately notify the Utilities Superintendent or the Public Works Director by telephone of all sanitary sewer overflows that could be greater than 1,000 gallons, that may have entered a body of water or that may have caused damage to private property.
- Establish safety parameter and control zones with cones, barricade, signs, vehicles, or terrain.
- If hazardous conditions that may cause illness or injury are encountered, immediately notify the Utilities Superintendent for guidance before taking further action.
 - The Utilities Superintendent shall alert the Lathrop Manteca Fire Department (LMFD) and request a hazardous materials response team.
 - Responders shall wait until the LMFD hazardous materials response team has determined it is safe for the sewer maintenance response team to proceed with containment, and cleanup activities.
- Contain or divert sewage, if possible, to prevent entry into a storm drain, body of water or environmentally sensitive areas. Use earthen berms, sandbags, air plugs in storm drains, vacuum unit or other available methods to contain or divert the flow. Determine if bypass pumping is feasible and, if so, have support staff divert flow around the blockage to the downstream manhole.
- Eliminate the cause of the overflow and restore the flow in the collection system. In most cases, this will be accomplished by removing a root, grease, or debris blockage in the sewer pipe using a hydrojet. Note the time that the flow is restored.
- If the blockage cannot be removed within 30 minutes of arrival, notify the Utilities Superintendent, or the Public Works Director immediately. Remain on site and follow directions.
- After the overflow has been stopped and repairs have been made, return any sewage that can be collected back to the sewer system using the Vacuum Truck or trash pump. Note the time this activity began.
- If the blockage is in a private lateral, notify the property owner of the blockage and inform them that the City does not own or maintain private service laterals. Suggest the property owner hire a plumber or contractor to clear their line.

III. Recovery and Clean-up (Mitigation)

Perform site clean-up by removing signs of all contamination such as toilet paper, solids, and grease with a rake or with a vacuum unit. Wash down the affected area with clean water, contain the water, and dispose of the water in the sewer. Remove the sewage from the drainage conveyance system. Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery. Implement pre-

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planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during and after a spill event.

The potential for human health issues and adverse environmental impacts resulting from sanitary sewer overflows can be reduced by following these clean up and mitigation procedures. The procedures described are for dry weather conditions. During wet weather conditions modify these procedures as necessary when storm waters are high, and flushing is impractical. Cleanup flushing should be accomplished only with clean water.

Paved Areas

Collect all signs of contamination by hand or with the use of rakes or brooms as appropriate and dispose of as solid waste. Pressure-wash the affected area with clean water until the wash water is clear. Contain and vacuum the wash water – do not allow wash water to enter the drainage conveyance system. Allow the affected area to dry and repeat the process if necessary. For paved areas on private property, use a disinfectant solution for the final flush.

Areas with Bare Soil or Vegetation

Collect all signs of contamination by hand or with the use of rakes as appropriate and dispose of it as solid waste. Flush the affected area with clean water until the wash water is clear. The volume of the flushing water should be approximately three times the amount of sanitary sewage volume that contaminated the area. Contain and vacuum up the wash water. Allow the affected area to dry and repeat the process if necessary.

Drainage Conveyance System

If a spill reaches a drainage conveyance system, attempt to isolate and contain the spill by moving downstream and temporarily plugging the drain. Spills to the drainage conveyance system are considered a threat to waters of the State. Once isolated, flush the affected area with clean water until the wash water is clear. The volume of the flushing water should be approximately three times the amount of sanitary sewage volume that contaminated the area. Contain and vacuum up the wash water. Remove temporary plugs and dispose of spilled material and wash water into the sewer.

A drainage conveyance system is a publicly- or privately-owned separate storm sewer system, including but not limited to drainage canals, channels, pipelines, pump stations, detention basins, infiltration basins/facilities, or other facilities constructed to transport stormwater and non-stormwater flows.

Waters of the State

If a spill reaches or threatens to reach waters of the State (including groundwater), obtain guidance from the governing State and Federal agencies on clean up procedures in order to prevent further damage, including State and Regional Water Boards, the California Department of Fish and Wildlife or the United States Fish and Wildlife Service. Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters.

Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of

flow or whether water exists during dry conditions. Waters of the State include waters of the United States.

Obtain guidance from the governing state and federal agencies if an environmentally sensitive area is impacted. Divert and contain sewage quickly to minimize impact to these areas. Any water used to clean up these areas should be de-chlorinated prior to use to minimize impacts to aquatic life.

IV. Public Access and Warning

Set up barricades and post warning signs in cases where public health may be at risk by contact with sewage or sewage contamination. Warning signs should contain the words “Raw Sewage, Avoid Contact”. Place the barricades and signs at points of public access in an effort to warn the public in that immediate area. Signs should also include contact information for the City.

Inspect all sewer overflow locations the following day. Identify any signs of contamination. Verify whether barricades and warning signs are still needed and whether the signs are still in place, especially at points of public access.

Check barricade signs daily until approval to remove signs is received from the San Joaquin County Department of Environmental Health.

V. Water Quality Sampling and Analysis

For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the City shall conduct the following water quality sampling no later than **18 hours** after the City’s knowledge of a potential discharge to a surface water in accordance with **Attachment E-1, Section 2.3.2 Receiving Water – Water Quality Sampling and Analysis**.

Testing by San Joaquin Environmental Health Department

The City should inform the San Joaquin County Environmental Health Department (SJCEHD) of any sewage contamination in a body of water that may pose a threat to human health. This provides the SJCEHD the opportunity to perform water sampling and testing and make the final determination that the water body is no longer contaminated.

VI. Investigation and Documentation

Investigate and document all SSOs. This information is useful in determining modifications to the operations and maintenance program, capital program decision making, and to respond to regulatory inquiries. Conduct post-spill assessments of spill response activities. Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

It is the responsibility of the appropriate PWD personnel or the response crew to gather all spill response data and communicate this data back to the Utilities Superintendent as soon as possible. Information obtained on the SSO shall be reported on a **Sanitary Sewer Overflow Report Form** as appropriate for each type of Spill Category (included in this appendix) and kept in a file created for each SSO event.

Perform a preliminary estimate of the sewer overflow volume using the methods outlined in page D-20: Procedures for Estimating the Volume of Sewer Overflows.

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Fill out the attached Sanitary Sewer Overflow Report, note time and obtain GPS coordinates and photographs (as required by the General Order) prior to leaving the site.

Submit the Sanitary Sewer Overflow Report. For major SSOs (i.e. SSO Categories 1 and 2), submit the form with immediately available information to the Utilities Superintendent or the Public Works Director as soon as possible. For minor SSOs (i.e. SSO Categories 3 and 4), submit the Internal Overflow Report to the Utilities Superintendent or the Public Works Director by 4:00 P.M. for overflows occurring during business hours or by 9:00 A.M. for overflows occurring outside of regular business hours (i.e. 8:00AM - 6:00PM Monday – Thursday; 8:00AM - 5:00 PM Friday).

Sewer Overflow Investigation

The goal of a sewer overflow investigation is to determine the cause of the sewer overflow and to identify appropriate corrective actions to minimize the recurrence of that type of event. The investigation should follow immediately after the spill response is complete. Table D-1 provides a checklist of activities that should be performed following a sewer overflow.

**TABLE D-1
CITY OF LATHROP
SEWER OVERFLOW INVESTIGATION ACTIVITIES CHECKLIST**

SSO Investigation Activities	Checklist
Interview field personnel that responded to the sewer overflow	<input type="checkbox"/>
Review maintenance history of pipes and manholes where the blockage or failure occurred	<input type="checkbox"/>
Inspect the manhole or sewer pipe where the blockage or failure occurred using closed circuit television (CCTV)	<input type="checkbox"/>
Inspect the sewer overflow site and the affected area	<input type="checkbox"/>
Review description, photographs and GPS coordinates of the system location where the spill originated.	<input type="checkbox"/>
Review available flow data and SCADA data (if appropriate)	<input type="checkbox"/>
Review sewer overflow volume estimate	<input type="checkbox"/>
Review water quality results	<input type="checkbox"/>
Evaluate corrective actions	<input type="checkbox"/>
Record results of investigation on Sewer Overflow Report	<input type="checkbox"/>

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Sewer Overflow Tracking

Sewer overflows should be tracked on a map marking the location of all known sewer overflows. The map should identify the specific pipe or manhole that contained the blockage or failure. The sewer overflow event should also be documented in the maintenance management system.

Sewer Spill Documentation

Each sewer overflow, regardless of volume, should be documented in a unique file. The file should contain pertinent information that may be necessary to respond to future regulatory audits or actions. A checklist of the information that should be included in the sewer overflow documentation file is provided in Table D-2. Use the following guidelines to document the spill:

1. Provide accurate flow measurements and duration of the spill. Refer to the end of this Spill Emergency Response Plan for methods of sewer overflow volume estimates.
2. Provide a map of the problem location (manhole/s involved) and where the spill discharged (storm drain, field, stream, City of Lathrop, Sewer System Facilities Map).

**TABLE D-2
SANITARY SEWER OVERFLOW
DOCUMENTATION ACTIVITIES CHECKLIST**

Documentation Item	In File
Service Call Data:	<input type="checkbox"/>
Date and time received	<input type="checkbox"/>
Caller name	<input type="checkbox"/>
Caller address	<input type="checkbox"/>
Caller telephone number	<input type="checkbox"/>
Location of Sewer overflow	<input type="checkbox"/>
Description of the problem	<input type="checkbox"/>
Sewer Overflow Report	<input type="checkbox"/>
Map showing location of the overflow and the location of the cause	<input type="checkbox"/>
Notes regarding directions provided by the regulators	<input type="checkbox"/>
GPS Coordinates and Photographs:	<input type="checkbox"/>
Overflow site upon arrival	<input type="checkbox"/>
Actions taken during response (including people, equipment, activities)	<input type="checkbox"/>
Upon completion of clean up and mitigation	<input type="checkbox"/>
CCTV videotape and inspection pictures showing defects	<input type="checkbox"/>
Record of completion of corrective action	<input type="checkbox"/>

VII. Regulatory Notification, Monitoring, Recordkeeping and Reporting

REFER TO THE STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2022-0103-DWQ (GENERAL ORDER) ATTACHMENT E1 – NOTIFICATION, MONITORING, REPORTING AND RECORDKEEPING REQUIREMENTS AND ATTACHMENT E2 – SUMMARY TABLES FOR NOTIFICATION, MONITORING AND REPORTING REQUIREMENTS

Notification of Spills of 1,000 Gallons or Greater to the California Office of Emergency Services

Per Water Code section 13271, for a spill that discharges in or on any waters of the State, or discharges or is deposited where it is, or probably will be, discharged in or on any waters of the State, the Enrollee shall notify the California Office of Emergency Services and obtain a California Office of Emergency Services Control Number as soon as possible **but no later than two (2) hours** after:

- The Enrollee has knowledge of the spill; and
- Notification can be provided without substantially impeding cleanup or other emergency measures.

The notification requirements in this section apply to individual spills of 1,000 gallons or greater discharging or threatening to discharge from an Enrollee-owned and/or operated laterals, to a water of the State. Discharges to the storm drain conveyance system are considered a threatened discharge to waters of the State.

Spill Notification Information

The Enrollee shall provide the following spill information to the California Office of Emergency Services (800) 852-7550 before receiving a Control Number, as applicable:

- Name and phone number of the person notifying the California Office of Emergency Services;
- Estimated spill volume (gallons);
- Estimated spill rate from the system (gallons per minute);
- Estimated discharge rate (gallons per minute) directly into waters of the State or indirectly into a drainage conveyance system;
- Spill incident description:
 - Brief narrative of the spill event, and
 - Spill incident location (address, city, and zip code) and closest cross streets and/or landmarks;
- Name and phone number of contact person on-scene;
- Date and time the Enrollee was informed of the spill event;
- Name of sanitary sewer system causing the spill;
- Spill cause or suspected cause (if known);

Appendix D - Element 6: (Spill Emergency Response Plan)

- Amount of spill contained;
- Name of receiving water body receiving or potentially receiving discharge; and
- Description of water body impact and/ or potential impact to beneficial uses.

Notification of Spill Report Updates

Following the initial notification to the California Office of Emergency Services and until such time that the Enrollee certifies the spill report in the online CIWQS Sanitary Sewer System Database, the Enrollee shall provide updates to the California Office of Emergency Services regarding substantial changes to:

- Estimated spill volume (increase or decrease in gallons initially estimated);
- Estimated discharge volume discharged directly into waters of the State or indirectly into a drainage conveyance system (increase or decrease in gallons initially estimated); and
- Additional impact(s) to the receiving water(s) and beneficial uses.

Notification of SSOs to Other Regulatory Agencies:

Other regulatory agencies should be notified depending on the location and/or impacts of the SSO:

For impacts to recreational swimming areas or similar threats to public health:

Notify the San Joaquin County Environmental Health Department (SJCEHD): (209) 468-3420.

In case of impacts to the City's Drinking Water System or water supplies:

Notify the California State Water Resources Control Board, Division of Drinking Water, District 10 - Stockton: (209) 948-7696

In case of a fish kill:

Immediately notify the California Department of Fish and Wildlife at (916) 227-2245 and provide updates as needed.

Spill into South San Joaquin Irrigation District (SSJID) Canal:

Contact SSJID at (209) 823-3101.

Other local agencies and individuals that should be notified depending on the circumstances of the SSO:

City of Manteca:

The City of Manteca should be notified if a sewer overflow from the City's collection system occurs in Manteca's service area. Call during working hours: (209) 456-8470

Internal Managers:

- For all SSOs, Notify the Public Works Utilities Superintendent;

Appendix D - Element 6: (Spill Emergency Response Plan)

- Major spills (greater than 1,000 gallons), or those affecting surface water or human health (SSO Categories 1 and 2), additionally notify the Public Works Director;
- For Major spills (greater than 50,000 gallons), or those affecting surface water or human health, additionally notify the City Manager.

Police Department: Roadblock, traffic control, etc.

Public Services: Close areas such as parks, shopping centers, etc.

Water Department: Impact on drinking water storage or supply.

In addition, any local residents and businesses that may be impacted.

VIII. Equipment

This section provides a list of City-specialized equipment required to support this OERP.

VacCon Truck

A VacCon truck is required to clear blockages in gravity sewers and to vacuum up spilled sewage. The truck can also be used for wash down and cleanup.

Portable Pumps and Hoses

Portable pumps ranging in size from 2" to 6" are required to pump spilled sewage and/or contaminated water back into the sewer system.

Street Sweeper

A street sweeper may be used to assist in the cleanup of roadways and parking lots.

Closed Circuit Television (CCTV) Inspection Unit (or Lateral Inspection Unit)

A portable CCTV Inspection Unit is required to determine the root cause of all SSOs from gravity sewers. CCTV inspection services can be provided by a contractor.

Emergency Response Truck(s)/Trailer

A utility body truck and/or trailer is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools should include an electric eel rodding machine, sectional rods, generator, lights, and spill containment and cleanup materials.

Photographic Equipment

A digital, instant, or disposable camera is required to record the conditions upon arrival, during cleanup, and upon departure.

GPS Unit

A hand-held GPS unit (Global Positioning System) is required to determine the coordinates of spills for use in meeting RWQCB SSO reporting requirements. City issued cellular phones are equipped with the ability to geolocate all photographs.

IX. Training

This section provides information on the training that is required to support this SERP.

Initial and Annual Refresher Training

All Utility Operators should be trained in sewage overflow response, which includes this plan. The training program should be updated annually.

All employees who may have a role in responding to, reporting, and/or mitigating a sewer system overflow should receive training. All new employees should receive training before they are placed in a position where they may have to respond. Current employees should receive annual refresher training on this plan and the procedures to be followed.

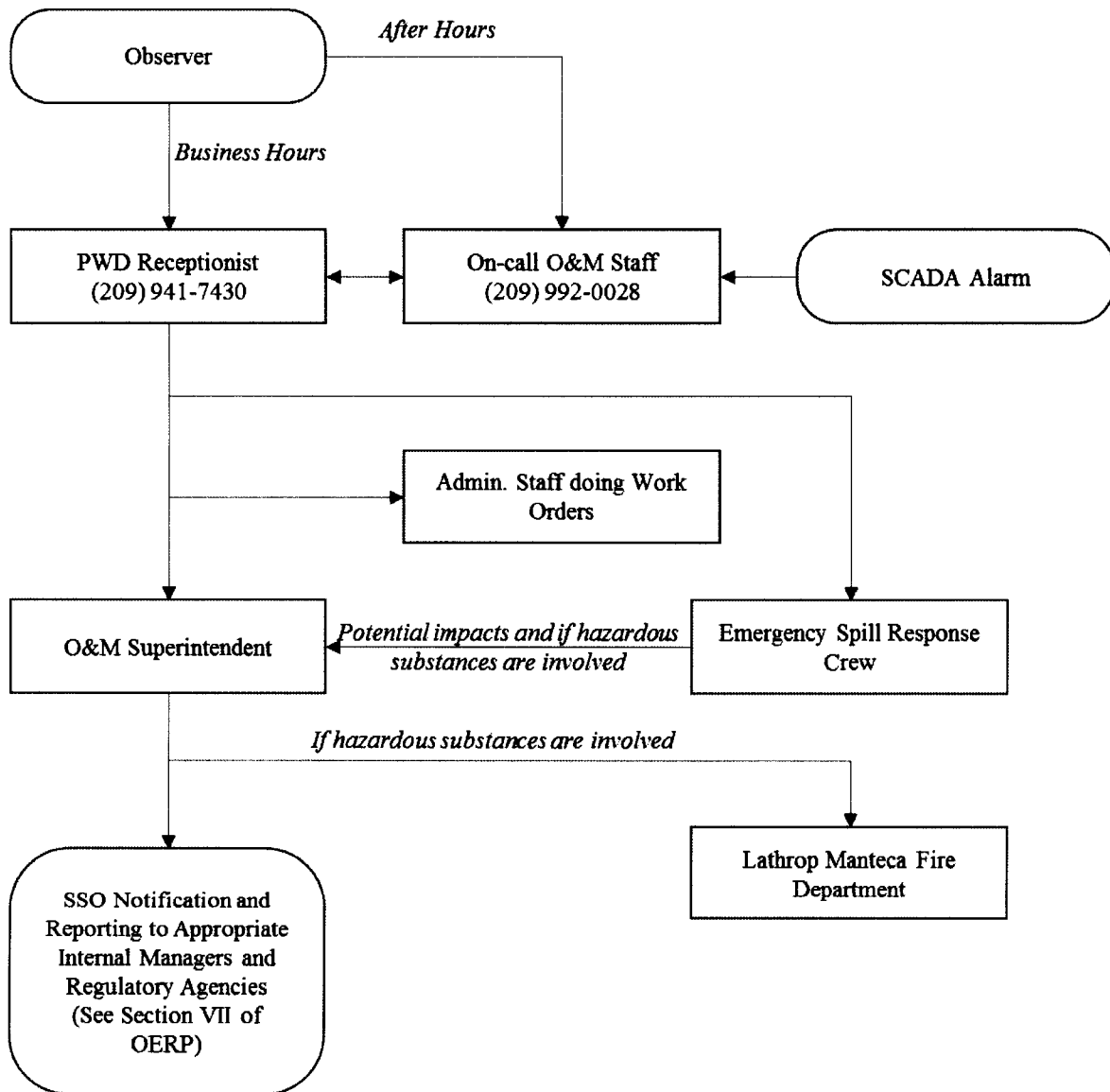
SSO Response Exercises

Periodic training exercises will be held to ensure that employees are up to date on the procedures, to verify the equipment is in working order, and the required materials are readily available. The training exercises should cover scenarios typically observed during sewer-related emergencies (e.g. mainline blockage, mainline failure, force main failure, pump station failure, and lateral blockage). The results and the observations during the exercises should be recorded and action items should be tracked to ensure completion.

Record Keeping

Records shall be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each spill emergency response training event should include date, time, place, content, name of trainer(s), and names of attendees.

**CITY OF LATHROP
SPILL EMERGENCY RESPONSE PLAN
SSO REPORTING CHAIN OF COMMUNICATION**



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**CITY OF LATHROP
SPILL EMERGENCY RESPONSE PLAN
LIST OF CONTACTS**

Contact	Phone Number	Email Address
Public Works After Hours Emergency	(209) 992-0028	
Michael King, Assistant City Manager (Acting Public Works Director)	(209) 941-7454 (office) (209) 992-0018 (mobile)	mking@ci.lathrop.ca.us
Frank Vallejo, Utilities Superintendent	(209) 941-7424 (office) (209) 687-5750 (mobile)	fvallejo@ci.lathrop.ca.us
Brad Taylor, City Engineer	(209) 941-7438 (office) (209) 992-0970 (mobile)	btaylor@ci.lathrop.ca.us
Chris Hart, Utility Plant Supervisor	(209) 992-0019	chart@ci.lathrop.ca.us
Henry Hernandez, Utility Operator	(209) 992-1187	hhernandez@ci.lathrop.ca.us
Phil Humphrey, Utility Operator	(209) 992-0022	phumphrey@ci.lathrop.ca.us
Mauricio Zavaleta, Utility Operator	(209) 993-0711	mzavaleta@ci.lathrop.ca.us
Jesse Estrada, Utility Operator	(209) 990-9615	jestrada@ci.lathrop.ca.us
Jeremy Montoya, Utility Operator	(209) 990-9256	jmontoya@ci.lathrop.ca.us
Damon Kalahale, Utility Operator	(209) 992-0701	dkalahale@ci.lathrop.ca.us
Moses Vasquez, Utility Operator	(209) 278-5488	mvasquez@ci.lathrop.ca.us
Greg Gibson, Senior Civil Engineer	(209) 941-7442 (office) (209) 992-0017 (mobile)	ggibson@ci.lathrop.ca.us
Jonah Sonner, Compliance Engineer	(209) 941-7443 (office) (209) 665-9882	jsonner@ci.lathrop.ca.us
Bonnie Evans, Admin Assistant II	(209) 941-7376	bevans@ci.lathrop.ca.us
Maria Lamas, Admin Assistant II	(209) 941-7433	mlamas@ci.lathrop.ca.us

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Contact	Phone Number	Email Address
Grace Manganaan, Admin Assistant II	(209) 941-7437	gmanganaan@ci.lathrop.ca.us
Stephanie Rosillo-Silva, Admin Assistant I	(209) 941-7435	srosillo@ci.lathrop.ca.us
Teresa Vargas, City Clerk	(209) 941-7431	tvargas@ci.lathrop.ca.us
Stephen Salvatore, City Manager	(209) 941-7491 (office) (209) 992-0014 (mobile)	ssalvatore@ci.lathrop.ca.us
Lathrop Fire Department - J Street Station	(209) 941-5100	
Lathrop Police Department	(209) 468-4400	
Paul Zolfarelli, Project Manager, VWNA (Lathrop CTF)	(209) 858-1645 (office) (209) 406-3845 (mobile)	paul.zolfarelli@veolia.com

PROCEDURES FOR ESTIMATING VOLUME OF SEWER OVERFLOWS

A variety of approaches exist for estimating the volume of a sanitary sewer overflow. This appendix documents five approaches that can be used. The individual preparing the estimate should select the approach most appropriate to the sewer overflow in question using the best information available. Every effort should be made to make the best possible estimate of the volume. Assistance from the engineering group within the PWD should be sought for larger sewer overflows.

Upstream Connections

If the flow is coming from a cleanout or a broken line, count the number of upstream connections and estimate the time that the flow has been occurring. Remember that the flow was probably flowing before noticed and reported. Each residence contributes about 245 gallons per day per connection or about 10 gallons per hour. Multiply the number of residences by 245 or 10 and by the number of days or hours, respectively. This provides the number of gallons.

Visual Estimate

If the flow is coming from a manhole, use the photographs in this appendix to estimate the flow. Select which photograph in gallons per minute is similar to the overflow you are experiencing and multiply it by 60, then multiply this by the estimated number of hours the overflow has been occurring. This will estimate the amount of overflow in gallons.

Pump Station Estimate

If the flow is coming from a pump station, use the previous days (same weather) flow and pump capacity to estimate the flow.

Eyeball Estimate

The volume of very small spills can be estimated using an eyeball estimate. To use this method, imagine the amount of water that would spill from a bucket or a barrel. A bucket contains 5 gallons and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and then multiply by 50 gallons. This method is useful for contained spills up to 100 gallons.

Measured Volume

The volume of most spills can be estimated using this method. The shape, dimension and depth of the spilled wastewater are needed. The shape and dimension are used to calculate the area of the spill and the depth is used to calculate the volume.

1. Sketch the shape of the contained sewage.
2. Measure or pace off the dimensions.
3. Measure the depth at several locations.
4. Convert the dimensions, including depth, to feet.
5. Calculate the area using the following formulas:

Rectangle Area = length x width

Circle Area = (diameter/2)² x 3.14

Triangle Area = $\frac{1}{2}$ x base x height

6. Multiply the area times the depth.
7. Multiply the volume by 7.5 to convert to gallons.

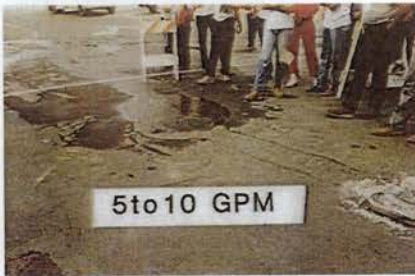
Duration and Flow Rate

Calculating the volume of spills where it is difficult or impossible to measure the area and depth requires a different approach. In this method, separate estimates are made of duration of the spill and the flow rate. The methods of estimating duration and flow rates are:

1. Duration: The duration is the elapsed time from the start of the spill to the time the spill stopped.
2. Start Time: This is sometimes difficult to establish. Three methods to establish start time are as follows:
 - a. Local residents can be used to establish start time. Inquire as to their observations. Spills that occur in rights-of-ways are usually observed and reported in short order. Spills that occur out of public view can go on longer. Sometimes, observations like odors or sounds (e.g. water running in a normally dry creek bed) can be used to estimate the start time.
 - b. Changes in flow on a downstream flow meter can be used to establish the start time. Typically, the daily flow peaks are cut off or flattened by the loss of flow. This can be identified by comparing hourly flow data, when available.
 - c. Conditions at the spill site change with time. Initially, there will be limited deposits of grease and toilet paper. After a few days to a week, the grease forms a light colored residue. After a few weeks to a month, the grease turns dark. In both cases, the quantity toilet paper and other materials of sewage origin increase in amount. These changes with time can be used to estimate the start time in the absence of other information.
3. End Time: This is much easier to establish. Field crews on-site observe the blow down that occurs when the blockage has been removed. The blow down can be observed in downstream flow meters.
4. Flow Rate: The flow rate is the average flow that left the sewer system during the time of the spill. There are three ways to estimate the flow rate:
 - a. Manhole flow rate chart: This chart shows the sewage flowing from a manhole cover for a variety of flow rates. The observations of the field crew are used to select the approximate flow rate from the chart.
 - b. Flow meter: Changes in flows in the downstream flow meters can be used to estimate the flow rate during the spill.
 - c. Once the location is known, the number of upstream connections can be determined from the field books. Multiply the number of residences by 245 gallons per day per connection or 10 gallons per hour per connection.

Once duration and flow rate have been estimated, the volume of the spill is calculated by multiplying the duration in hours or days times the flow rate in gallons per hour or gallons per day.

ESTIMATING WASTEWATER FLOWS



Sanitary Sewer Overflow Report Form

1. Was the sewage spill from or caused by a sanitary sewer system regulated under the Sanitary Sewer Systems General Order per your Enrollee WDID number (including an Enrollee owned and/or operated lateral(s))? **Yes / No**
2. Did the spill result in a discharge to a surface water, including a surface water body that contains no flow or volume of water? *(This includes spills from Enrollee owned and/or operated laterals)* **Yes / No**
3. Did the spill result in a discharge to a drainage conveyance system that discharges to surface waters? **Yes / No**
4. Was the spill caused by a failure in the enrollee owned or operated lateral? **Yes / No**
5. What is the spill volume caused by a failure or blockage in the main sanitary sewer system?
 - a. ____ Gallons.

[completing these questions locks the user into the reporting form category]

Sanitary Sewer Overflow Report Form

1. Name of Enrollee contact person to respond to spill-specific questions:
 - a. Telephone number of Enrollee contact person to respond to spill-specific questions:
2. Spill Location Name:
3. Date and time the Enrollee was notified of, or self-discovered, the spill:
4. Operator arrival time:
5. Estimated spill start date and time:
6. Description, photographs, and GPS coordinates of the system location where the spill originated: If a single spill event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field:
Submit photographs under the Attachments tab
 - 6.a Latitude: [Show map pop-up, pin the spill location]
 - 6.b Longitude:
 - 6.c Appearance Points: *see table*
 - 6.d Other (Describe)
 - 6.e Additional spill appearance point(s) explanation:
7. Estimated total spill volume exiting the system (in gal):
8. Description and photographs of the extent of the spill and spill boundaries:
Submit photographs under the Attachments tab
9. Did the spill reach a drainage conveyance system? **Yes / No** [if YES, complete 9.a thru 9.c)
 - a. Description of the drainage conveyance system transporting the spill and photographs of the drainage conveyance system entry location(s):
 - b. Estimated spill volume fully recovered from the drainage conveyance system:
 - c. Estimated spill volume discharge to a groundwater infiltration basins or facility:
10. Estimated total spill volume recovered (in gal):
11. Spill Destination(s): *[see table]*
 - a. If other, describe:
 - b. Description of the spill event destination(s), including GPS coordinates if available, that represent the full spread and reach of the spill:
12. Spill end date and time:

Sanitary Sewer Overflow Report Form

13. Description of how the spill volume estimations were calculated, including at a minimum:

The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information, used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered):

- a. Description of the methodology(ies), assumptions and type of data relied upon for estimations of the spill start time and the spill end time:

14. Spill cause(s):

- a. If other, describe:

15. System failure location:

- a. If other, describe:

16. Description of the pipe material, at the failure location:

- a. If other, describe:
- b. Estimated age of pipe material, at the failure location:

17. Description of the impact of the spill:

18. Was the spill associated with a storm event? **Yes / No**

19. Spill response activities:

- a. If other, describe:
- b. Description of spill response activities including description of immediate spill containment and cleanup efforts:

20. Spill corrective action:

- a. If other, describe:
- b. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestones for those steps:
- c. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable:
- d. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
 - i. Adjusted schedule/method of preventive maintenance:
 - ii. Planned rehabilitation or replacement of sanitary sewer asset:

Sanitary Sewer Overflow Report Form

- iii. Inspected, repaired asset(s), or replaced defective asset(s):
 - iv. Capital improvements:
 - v. Documentation verifying immediately implemented system modifications and operating/maintenance modifications:
 - vi. Description of spill response activities modifications:
 - vii. Spill response completion date:
 - viii. Ongoing investigation efforts:
 - ix. Expected completion date of investigation to determine the full cause of spill:
21. Detailed narrative of investigation and investigation findings of cause of spill”

Sanitary Sewer Overflow Report Form

List for Question 6C:

- Backflow Prevention Device
- Combined Sewer Drain Inlet. (Combined Collection System Only)
- Force Main
- Gravity Mainline
- Inside Building or Structure
- Lateral Clean Out (Private)
- Lateral Clean Out (Public)
- Lower Lateral (Private)
- Lower Lateral (Public)
- Manhole
- Other (specify below)
- Other Sewer System Structure
- Pump Station
- Upper Lateral (Private)
- Upper Lateral (Public)

List for Question 11:

- Building or Structure
- Drainage Conveyance System
- Drainage Conveyance System that discharges to surface water
- Groundwater Infiltration Basin or Facility
- Other (specify below)
- Paved Surface
- Street/Curb and Gutter (2 3)
- Surface Water
- Unpaved Surface

List for Question 14:

- Air Relief Valve (ARV) / Blow-Off Valve (BOV) Failure
- Collection System Maintenance Failure (specify below)
- Construction Diversion Failure
- Damage by Other Not Related to Collection System Construction/Maintenance
- Debris from Construction
- Debris from Lateral
- Debris-General
- Debris-Rags
- Debris-wipes/Non-disposables
- Fats, Oil and Grease (FOG)
- Flow Exceeded Capacity (Separate Collection System Only)
- Inappropriate Discharge to Collection System
- Natural Disaster (specify below)

Sanitary Sewer Overflow Report Form

List for Question14 (Continued):

- Operator Error (specify below)
- Other (specify below)
- Pipe Structural Problem/Failure – Controls
- Pipe Structural Problem/Failure – Installation
- Pump Station Failure – Controls
- Pump Station Failure – Mechanical
- Pump Station Failure – Power
- Rainfall Exceeded Design, I and I (Separate Collection System Only)
- Root Intrusion
- Siphon Failure
- Surcharged Pipe (Combined Collection System Only)
- Vandalism (specify below)

List for Question15:

- Air Relief Valve (ARV) / Blow-Off Valve (BOV) Failure
- Force Main
- Gravity Mainline
- Lower Lateral
- Manhole
- Other (specify below)
- Pump Station Failure – Controls
- Pump Station Failure – Mechanical
- Pump Station Failure – Power
- Siphon
- Upper Lateral

List for Question16:

- Acrylonitr. Butadiene Styrene (ABS)
- Cast Iron
- Concrete
- Copper
- Cross-Linked Polyethylene (PEX)
- Ductile Iron
- Fiberglass
- Galvanized Steel
- Other (specify below)
- Polyvinyl Chloride (PVC)
- Vitrified Clay

Sanitary Sewer Overflow Report Form

List for Question 19:

- Cleaned Up (specify below)
- Contained All or Portion of Spill
- Mitigated Effects of Spill (specify below)
- Other (specify below)
- Other Enforcement Agency Notified
- Property Owner Notified
- Restored Flow
- Returned All Spill to Sanitary Sewer System
- Returned Portion of Spill to Sanitary Sewer System

List for Question 20:

- Added Sewer to Preventive Maintenance Program
- Adjusted Schedule/Method of Preventive Maintenance
- Enforcement action against Fats, Oil and Grease (FOG) source
- Inspected Sewer Using CCTV to Determine Cause
- Other (specify below)
- Plan Rehabilitation or Replacement of Sewer
- Post Spill CCTV
- Repaired Facilities or Replaced Defect

Appendix E - Element 7: (Sewer Pipe Blockage Control Program)

APPENDIX E – Element 7 (Sewer Pipe Blockage Control Program) Supporting Documents

1. Table E-1. List of Food Facilities in Lathrop
2. City of Lathrop - Industrial Pretreatment Program, Implementation Procedures
3. “Preventing Sewer Backups” public outreach brochure.

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Appendix E - Element 7: (Sewer Pipe Blockage Control Program)

Table E-1. List of food facilities in Lathrop

Business Name	Street Address
Burger King	15119 S. Harlan Road
Carl's Jr.	200 E. Louise Ave.
Chevron / Lathrop Gas & Food	140 Lathrop Road
Chicago Pizza	159 Lathrop
Chipotle Mexican Grill	16542 Golden Valley Parkway
China Wok	15020 Harlan Road
Lathrop Shopping Center (Deli Delicious)	16608 S. Harlan Road
Denny's	16851 Harlan Road
BBQ Nation	15338 S. Harlan Road
Subway	15328 S. Harlan Road
T4 Lathrop	15346 S. Harlan Road
Little Caesar's Pizza	15344 Harlan Road
Domino's Pizza	16605 S. Harlan Road
Dona Tere Pervian Restaurant	16438 Cambridge Drive
La Costa De Acapulco	16444 Camrbidge Drive
Dutch Bros Coffee	15135 Old Harlan Road
Eagles Nest Harley Davidson	13900 Harlan Road
Fairfield In & Suites	17401 S. Manthey Road
Flying J Travel Plaza (Cinnabon, PJ Fresh)	345 Roth Road
Holiday Inn Express Suites	15688 S. Harlan Road
In & Out Burger	16514 Golden Valley Parkway
Jack in the Box	100 E. Louise
Joe's Travel Plaza / TOGOS	15600 Harlan Road
Ron's Truck Wash	15600 Harlan Road
KFC/A&W	150 E. Louise
La Hacienda Taquiria	15158 Harlan Road
Lathrop Food Plaza	16201 S Harlan Road
Louise Avenue Plaza Interceptor	199 E. Louise Ave
Amici Sushi	269 E. Louise Ave
Golden Bowl	249 E. Louise Ave
Star India Sweets & Catering	209 E. Louise Ave
Vallarta Mexican Food	245 Louise Ave.
McDonalds	300 E. Louise Ave.
Mikasa Japanese Bistro	15138 Harlan Road
Milan's (Sicily) Pizza	15030 Harlan Road
Mountain Mike's Pizza	229 Louise Ave.
Panda Express	15099 Old Harlan Road
Popeye's Chicken	16837 S. Harlan Road
Rasoi	15106 S. Harlan Road
River Island Boat House	980 Lakeside Drive
Savemart	15240 Harlan Road
Sonic	15107 Old Harlan Road

Appendix E - Element 7: (Sewer Pipe Blockage Control Program)

Business Name	Street Address
Sprouts	16576 Golden Valley Pkwy
Starbucks	15010 S. Harlan Road
Starbucks	16538 Golden Valley Parkway
Storage Pro Carwash	15550 Harlan Road
Taco Bell	16905 Harlan Road
Taco House Mexican Grill	16925 S. Harlan Road
Target (Pizza Hut Express and Starbucks)	16858 Golden Valley Parkway
The Blessed Kitchen	151 E. Lathrop Road
TRU by Hilton	161 E. Louise Ave
De Colores	14725 S Harlan Road
Roundtable Pizza	15124 S. Harlan Road



Enforcement Response Plan
from
INDUSTRIAL PRETREATMENT PROGRAM

Prepared for:

**Public Works Department
Utility Operations Division**

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November 2024

8 Enforcement Response Plan

In accordance with the General Pretreatment Regulations, 40 CFR 403.8(f)(5), this chapter:

- Describes how the City will respond to Industrial User noncompliance;
- Describes the types of escalated enforcement actions that the City will take in response to all anticipated types of Industrial User violations;
- Identifies personnel responsible for each type of response; and
- Identifies the time periods within which to initiate and follow-up on enforcement actions.

8.1 Enforcement Response Considerations

The scale and severity of a violation or noncompliance is an important consideration when taking an enforcement action. The City will take into consideration (1) the magnitude of the violation; (2) duration of the violation; (3) effect of the violation on the receiving water; (4) effect of the violation on the CTF; (5) compliance history of the Industrial User; and (6) good faith of the Industrial User when implementing an enforcement response. Each of these considerations is explained further below.

8.1.1 Magnitude of Violation

An isolated instance of noncompliance can be met with an informal response and notice letter for violation. The City will respond to any Significant Noncompliance with an enforcement order that requires a return to compliance by a specified deadline. Lathrop Municipal Code Section 13.26.090(A) defines Significant Noncompliance as any of the following.

1. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of wastewater measurements taken during a six-month period exceed the daily maximum limit or the average limit for the same pollutant parameter by any amount.
2. Technical review criteria (TRC) violations, in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the daily maximum limit or the average limit multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
3. Any other discharge violation that the City believes has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of CTF personnel or the general public.

4. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge.
5. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
6. Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
7. Failure to accurately report noncompliance.
8. Any other violation(s) which the City determines will adversely affect the operation or implementation of the Industrial Pretreatment Program.

8.1.2 Duration of Violation

Violations (regardless of severity) that continue over prolonged periods of time will subject the Industrial User to escalated enforcement actions. For example, exceedances of a permit limit that occurs in two out of three samples over a six-month period or a report that is more than thirty (30) days overdue may be considered significant violations. The City will issue enforcement orders for chronic violations. If the Industrial User fails to comply with the enforcement order, then the City may assess administrative penalties or initiate judicial action. For prolonged violations that result in serious harm to the POTW, the City may consider terminating service or obtaining a court order to halt further violations as well as to recover the costs of repairing the damage.

8.1.3 Effect of Violation on the CTF and Receiving Water

One of the primary objectives of the National Pretreatment Program is to prevent Pass Through or Interference. Consequently, any violation which results in harm to the CTF or environmental harm will be met with a severe response. Harm will be presumed whenever an Industrial User discharges a pollutant into the sewerage system which:

- Causes Upset or Interference with CTF treatment processes;
- Causes harm to CTF personnel;
- Causes a violation of the CTF NPDES permit limits related to achieving receiving water quality standards;
- Causes sludge contamination; or
- Has a toxic effect on the receiving water (e.g., fish kill).

At a minimum, responses to these circumstances will include an enforcement order and an administrative fine. In addition, the City may seek recovery of any NPDES permit-related fines and penalties paid by the City, and recovery of costs to repair the CTF.

8.1.4 Compliance History

A pattern of recurring violation indicates either that the Industrial User's pretreatment system is inadequate or that the Industrial User has taken a casual approach to operating and maintaining its treatment system. Compliance history is an important factor for deciding which appropriate remedies apply to a particular violation.

8.1.5 Good Faith

An Industrial User's good faith efforts to comply with pretreatment requirements and enforcement actions will be a factor in determining which enforcement response to invoke. If an Industrial User demonstrates willingness to comply, the City may select less stringent enforcement responses. However, good faith may not eliminate the necessity of an enforcement action.

8.2 Types of Enforcement Response

Types of enforcement response are addressed below. These enforcement response types are set forth in Lathrop Municipal Code Section 13.26.110, *Administrative Enforcement Remedies*. Templates for various enforcement responses are provided in **Appendix L**.

8.2.1 Informal Notification

Informal notification may consist of a telephone call, e-mail, or meeting. Informal notification may be used to correct minor inadvertent noncompliance, suggest the exercise of more due care, or notify the Industrial User that subsequent noncompliance of the same type may result in a Notice of Violation. The informal notification will specify the type of follow-up actions required and the timeframe for responding.

8.2.2 Notice of Violation

A Notice of Violation is issued when the City finds that an Industrial User has violated, or continues to violate, any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, or any other Pretreatment Standard or requirement. The City may require the Industrial User to provide a written explanation of the violation and a plan for the satisfactory correction and prevention thereof. The City may also require the Industrial User to increase monitoring for a regulated parameter, or conduct special monitoring and an investigation to determine the cause of continued noncompliance.

8.2.3 Enforcement Orders

Enforcement orders are documents that direct Industrial Users to undertake or to cease specific activities. Enforcement orders are generally used as the first formal response to Significant Noncompliance and incorporate compliance schedules, administrative penalties, and termination of service orders.

8.2.3.1 Consent Order

Consent Orders are assurances of voluntary compliance and include the specific action(s) to be taken by the Industrial User to correct the noncompliance within a specified period.

8.2.3.2 Show Cause Hearing

A Show Cause Hearing is a meeting to show cause why a proposed enforcement action should not be taken against the Industrial User. This is an official meeting and should be attended by the City Attorney, Public Works Director, and City Manager. This meeting is usually held prior to the City taking enforcement actions that would result in the assessment of administrative fine, mandatory compliance order, or civil or criminal actions. The Industrial User will be advised prior to the hearing of the seriousness of the meeting and the possible outcomes of the meeting. The Industrial User will be encouraged to prepare documents to support their position and describe improvement already made or planned.

8.2.3.3 Compliance Order

A Compliance Order is issued against an Industrial User who has violated or continues to violate any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, or any other Pretreatment Standard or requirement, stating that following a specific period, sewer service will be disconnected unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated.

8.2.3.4 Cease-and-Desist Order

A Cease-and-Desist Order is used when the City finds that an Industrial User has violated, or continues to violate, any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, an enforcement order, or Pretreatment Standard or requirement, or that the Industrial User's past violations are likely to recur. The Cease-and-Desist Order will direct the Industrial User to (1) immediately comply with all requirements; and/or (2) take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a Cease-and-Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the Industrial User.

8.2.3.5 Suspension of Wastewater Service Order

As set forth in Lathrop Municipal Code Section 13.26.110(G), the City may immediately suspend an Industrial User's discharge after providing informal notice whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The City may also immediately suspend an Industrial User's discharge, after notice and opportunity to

respond, that threatens to interfere with the operation of the CTF, or that presents, or may present, an endangerment to the environment.

8.2.4 Revocation of Permit

As set forth in Lathrop Municipal Code Section 13.26.050(L), the City may revoke a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:

1. Failure to notify the City of significant changes to the wastewater prior to the changed discharge;
2. Failure to provide prior notification to the City of changed conditions pursuant to Lathrop Municipal Code Section 13.26.060(F);
3. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application;
4. Falsifying self-monitoring reports;
5. Tampering with monitoring equipment;
6. Refusing to allow the City timely access to the facility premises and records;
7. Failure to meet effluent limitations, violation of any pretreatment standard or requirement, or any terms of the Wastewater Discharge Permit or Lathrop Municipal Code Chapter 13.26;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a wastewater survey or the Wastewater Discharge Permit Application; or
12. Failure to provide advance notice of the transfer of business ownership of a permitted facility.

8.2.5 Water Supply Severance

As set forth in Lathrop Municipal Code Section 13.26.130(C), whenever an Industrial User has violated or continues to violate any provision of Lathrop Municipal Code Section 13.26, a Wastewater Discharge Permit, an enforcement order, or Pretreatment Standard or requirement, water service to the Industrial User may be severed. Water service will only recommence at the Industrial User's expense after it has satisfactorily demonstrated its ability to comply.

8.2.6 Termination of Sewer Service

Termination of sewer service is the revocation of an Industrial User's privilege to discharge industrial wastewater into the City's sewer system. Termination may be accomplished by physical severance of the industry's connection to the collection system, by issuance of an enforcement order that compels the Industrial User to terminate its discharge, or by a court ruling. However, since termination of service may force industries to halt production and may force closure, the City must carefully consider all the legal and operational implications of termination before using this enforcement response. Lathrop Municipal Code Sections 13.26.110(G), *Emergency Suspensions* and 13.26.110(H), *Termination of Discharge* establish the City's right to terminate sewer services to Industrial Users.

Termination of sewer service is an appropriate response to Industrial Users that have not responded adequately to enforcement orders. When the City must act immediately to halt or prevent a discharge that presents a threat to human health, the environment or the CTF, Cease-and-Desist Orders and Suspension of Wastewater Service Orders are appropriate responses. Assuming other enforcement responses are unsuccessful, the types of violations warranting termination of service are listed below.

1. Unauthorized discharges that create a dangerous situation threatening human health, the environment, or the CTF.
2. Discharges that exceed Local Limits or Categorical Pretreatment Standards and result in damage to the environment.
3. Slug loads causing Interference, Pass Through, or damage to human health, the environment, or the CTF.
4. Failure of the Industrial User to notify the City of effluent limit violations or slug discharge which resulted in environmental or CTF damage.
5. Complete failure of the Industrial User to sample, monitor, or report as required by an enforcement order.
6. Major violation of a Wastewater Discharge Permit condition or enforcement order accompanied by evidence of negligence or intent.

A Cease-and-Desist Order is appropriate to use if prior enforcement orders have been issued to the Industrial User. A Suspension of Wastewater Service Order is appropriate after informal notice and to address an imminent or substantial endangerment.

8.2.7 Administrative Fines

Administrative fines do not require court intervention unless the Industrial User contests the action or refuses to pay the fine. Fines are to recapture the full or partial economic benefit on noncompliance and to deter future violations.

8.2.7.1 Municipal Code Definitions

Administrative fines are set for in Lathrop Municipal Code Section 13.26.110(F) as follows.

1. When the City finds that an Industrial User has violated, or continues to violate, any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit or order issued hereunder, or Pretreatment Standard or requirement, the City may fine such Industrial User in an amount not to exceed one thousand dollars (\$1,000.00). Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.
2. Unpaid charges, fines, and penalties shall, after sixty (60) calendar days, be assessed an additional penalty of twenty-five percent (25%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. A lien against the Industrial User's property will be sought for unpaid charges, fines, and penalties.
3. Industrial Users desiring to dispute such fines must file a written request for the City to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a request has merit, the City may convene a hearing on the matter. In the event the Industrial User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the Industrial User. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
4. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the Industrial User.

8.2.7.2 When to Assess Administrative Fines

Administrative fines are recommended as an escalated enforcement response, particularly when enforcement orders have not prompted a return to compliance. Whether administrative fines are appropriate responses to noncompliance also depends greatly on the circumstances surrounding the violation. When using this enforcement response, either singly or in conjunction with another response, the City should consider the following factors.

1. The type and severity of the violation.
2. The number of violations that occurred (e.g., violation of more than one discharge limitation).
3. The duration of the noncompliance.
4. The impact of the violation on the wastewater treatment plant and the environment.
5. Whether the violation threatened human health.

6. Whether the Industrial User derived any economic benefit or savings from the noncompliance.
7. The compliance history of the Industrial User (e.g., recurrence frequency of violation).
8. Whether the Industrial User is making good faith efforts to restore compliance.
9. Other policy consideration normally involved in an enforcement decision.

8.2.7.3 Method for Assessing Administrative Fines

Once the violation is documented and an appropriate fine amount is determined, the City shall notify the Industrial User of the fine by issuance of an enforcement order (e.g., Consent Order, Compliance Order). The enforcement order shall specify the violation, the actions required to return to compliance, and the amount of the fine assessed. The enforcement order shall specify the method of payment and the due date.

8.2.8 Civil Penalties

Civil litigation is the formal process of filing a lawsuit against an Industrial User to secure court-ordered action to correct violations and secure penalties for violations, including recovery of costs to the City from noncompliance. Civil litigation is an appropriate enforcement response in (1) emergency situations where injunctive relief if necessary to halt or prevent discharges that threaten human health or the environment or interfere with the CTF; (2) when efforts to restore compliance through cooperation with the Industrial User have failed and a court supervised settlement consent decree is necessary to enforce program requirements; (3) to impose civil penalties and recover losses incurred due to the noncompliance. The City's legal authority to seek or assess civil penalties is established in Lathrop Municipal Code Section 13.26.120, *Judicial Enforcement Remedies*, as follows.

1. An Industrial User who has violated, or continues to violate, any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, or enforcement order, or Pretreatment Standard or requirement shall be liable to the City for a maximum civil penalty of one thousand dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
2. The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
3. In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the Industrial User's violation, corrective actions by the Industrial User, the compliance history of the Industrial User, and any other factor as justice requires.

4. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against an Industrial User.

8.2.9 Criminal Penalties

Criminal prosecution is the formal process of charging individuals and/or organizations with violations of ordinance provisions that are punishable, upon conviction, by fines and/or imprisonment. Criminal prosecution is appropriate when the City has evidence of noncompliance that shows criminal intent. It may also be appropriate in cases involving repeated violations, aggravated violations (such as discharges that endanger the health of the environment or CTF employees), and when other formal efforts to restore compliance through enforcement orders have failed. Criminal prosecution may be brought prior to, concurrently with, or subsequent to civil litigation. Criminal Penalties are established in Lathrop Municipal Code Section 13.26.120, *Judicial Enforcement Remedies*, as follows.

1. An Industrial User who willfully or negligently violates any provision of Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, enforcement order, or Pretreatment Standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day, or imprisonment for not more than six months, or both.
2. An Industrial User who willfully or negligently introduces any substance into the CTF which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least one thousand dollars (\$1,000.00) and be subject to imprisonment for not more than six months, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
3. An Industrial User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to Lathrop Municipal Code Chapter 13.26, a Wastewater Discharge Permit, or enforcement order, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under Lathrop Municipal Code Chapter 13.26 shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day, or imprisonment for not more than six months, or both.
4. In the event of a second conviction, an Industrial User shall be punished by a fine of not more than one thousand dollars (\$1,000.00) per violation, per day, or imprisonment for not more than six months, or both.

8.3 Enforcement Response Times

The City has established the following time frames for enforcement responses.

1. All violations will be identified and documented within five (5) days of receiving compliance information.
2. Initial enforcement responses involving contact with the Industrial User and requesting information on corrective or preventative action(s) will occur within fifteen (15) days of violation detection.
3. Follow up actions for continuing or recurring violations will be taken within thirty (30) days of the initial enforcement. For all continuing violations, the response will include a compliance schedule.
4. Violations which threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or terminating service.
5. All violations meeting the criteria for Significant Noncompliance will be addressed with an enforceable order within thirty (30) days of the City determining or becoming aware of Significant Noncompliance.

8.4 Tracking Enforcement Related Situations

The City utilizes hard copy records and electronic spreadsheets to track Industrial User compliance.

8.5 Enforcement Response Guide

The City will use the Enforcement Response Guide in **Table 8-1** to select the appropriate response to noncompliance. This guide identifies types of violations, initial and follow-up responses, and designated City personnel for the responses. The Enforcement Response Guide is used as follows.

1. Locate the category header related to the noncompliance issue or event in Table 8-1 (e.g., Unauthorized Discharge).
2. Locate the nature of the violation in the first column of Table 8-1.
3. Identify the appropriate enforcement response(s) in the second column of Table 8-1 considering the magnitude of the violation, duration of violation, effects, compliance history, and good faith efforts by the Industrial User.
4. Identify personnel for implementing enforcement action in the third column of Table 8-1.

The City will track the Industrial User's response and follow-up with escalated enforcement action if a response is not received or violation continues.

Table 8-1. Enforcement Response Guide

Nature Of Violation	Enforcement Response	Designated City Personnel
Unauthorized Discharge		
IU unaware of requirements; no harm to POTW or environment.	Informal notification (e-mail) with WDP Application attached requiring submittal within 30 calendar days.	CE
IU unaware of requirements; harm to POTW or environment is evident. (Significant Noncompliance)	1. Cease-and-Desist Order; Issuance of a Compliance Order requiring submittal of a WDP Application within 30 calendar days and assessing any penalties or recovery of damages and costs.	DPW
	2. Termination of service and civil litigation or criminal investigation	DPW CA
IU has not submitted WDP Application by deadline.	Informal notification (phone call or e-mail). Require submittal within 15 calendar days or further enforcement action will be pursued.	CE
IU has not submitted WDP Application within 15 calendars days of date of informal notification. (Significant Noncompliance)	NOV for missed deadline and Show Cause Order requiring the IU to appear before the DPW to show cause as to why further enforcement should not be pursued.	DPW
Failure to submit WDP Application continues more than 60 days after receipt of NOV by the IU. (Significant Noncompliance)	1. Civil Litigation	DPW CA
	2. Termination of Service	DPW
Discharge Limit Violation		
Type A: exceed one or more daily or average parameter limits by less than a factor of 3.0.	NOV detailing violation and requiring repeat sampling and analysis within 30 days of becoming aware of the violation and submit results to CE.	DPW
Type B: exceed one or more daily or average parameter limits by a factor of 3.0 or greater. (Significant Noncompliance)	NOV detailing violation and requiring correction within 30 business days. Industry must repeat sampling and analysis within 30 days of becoming aware of the violation and submit results to CE. Penalties to be assessed by Compliance Order for each day of violation.	DPW
Type C: Chronic and/or TRC violation. (Significant Noncompliance)	Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued. Further actions (if warranted) will be addressed in a Compliance Order.	DPW
Type D: violation of any daily or average parameter limit which adversely affects the POTW. Interference, inhibition, or Pass Through. (Significant Noncompliance)	Cease-and-Desist Order requiring the IU to halt the violation immediately or terminate the discharge altogether. Issuance of a Compliance Order assessing any penalties and/or cost recovery.	DPW

Table 8-1. Enforcement Response Guide

Nature Of Violation	Enforcement Response	Designated City Personnel
Wastewater Discharge Permit Reporting Violations		
Report is improperly signed or certified.	Informal notification (phone call or e-mail) requiring correction of unsigned/uncertified report.	CE
Report is improperly signed or certified after informal notification.	NOV requiring correction of unsigned/uncertified report.	DPW
Report is improperly signed or certified after issuance of NOV. (Significant Noncompliance)	Compliance Order assessing a penalty and requiring the IU to properly sign or certify the report and subsequent reports.	DPW
Report late by less than 30 calendar days.	Informal notification (phone call or e-mail).	CE
Report late 30 calendar days or more.	Informal meeting between the IU and the Compliance Engineer. NOV requiring report submittal no later than 45 days from the original report deadline.	DPW
Report late 45 calendar days or more. (Significant Noncompliance)	Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued.	DPW
Report late 60 calendar days or more. (Significant Noncompliance)	Compliance Order requiring IU to submit the required report within 15 calendar days.	DPW
Report late 90 calendar days or more. (Significant Noncompliance)	Civil litigation.	DPW CA
Failure to report spills or changed discharge. (No harm to POTW or environment). Isolated incident.	NOV and Compliance Order requiring the IU to develop and implement a spill prevention plan by a specified deadline.	DPW
Failure to report spills or changed discharge (Harm to the POTW or environment) (Significant Noncompliance)	Cease-and-desist Order requiring IU to halt the illegal discharge immediately or terminate its discharge altogether. Issuance of a Compliance Order assessing a penalty per day of violation and addressing cost recovery	DPW
Repeated Failure to report spills. (Significant Noncompliance)	Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued.	DPW
Inadequate Recordkeeping		
Compliance Engineer finds files incomplete or missing (no evidence of intent).	Informal notice (phone call or e-mail) explaining the required recordkeeping and documentation.	CE
Recurring.	Compliance Order requiring proper maintenance of records. Assessment of penalty to be issued on severity of violation.	DPW
Failure To Report Additional Monitoring		
Compliance Engineer learns of unreported monitoring data.	NOV requiring submittal of all additional monitoring data.	DPW
Recurring (considered falsification).	Compliance Order requiring submittal of all additional monitoring data. Assessment of a penalty to be based on the severity of the violation.	DPW

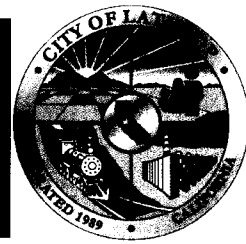
Table 8-1. Enforcement Response Guide

Nature Of Violation	Enforcement Response	Designated City Personnel
Falsification		
First occurrence. (Significant Noncompliance)	Show Cause Order requiring the IU to appear before the DPW to show cause why enforcement action should not be pursued.	DPW
Subsequent occurrences. (Significant Noncompliance)	Civil litigation.	DPW CA
Improper Monitoring		
Failure to monitor all pollutants as required by IU's WDP.	Informal notification (phone call or email) to review required sampling and reporting.	CE
Failure to monitor all pollutants as required by IU's WDP (second occurrence).	NOV requiring complete sampling and analysis with report due no later than 30 calendar days from receipt of NOV	DPW
Recurring failure to monitor properly (third occurrence) (Significant Noncompliance)	Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued.	DPW
Improper Sampling (Sample Type, Sample Location, or Collection Technique).		
No evidence of intent (first violation).	Informal notification (phone call, email, or meeting) explaining correct procedure and requiring proper sampling for the next self-monitoring report.	CE
Improper sampling continues (second violation).	Informal meeting with IU to review proper sampling criteria.	CE
Evidence of intent (failure to properly sample after informal meeting is viewed as evidence of intent). (Significant Noncompliance)	NOV requiring proper sampling and Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued.	DPW
Failure to Install Monitoring Equipment as Set forth in Wastewater Discharge Permit or Compliance Order		
Missed final installation deadline	NOV requiring complete installation within 30 calendar days of receipt of NOV.	DPW
Non-Compliance with NOV (delay of more than 30 calendar days). (Significant Noncompliance)	Compliance Order requiring final installation by a specified deadline. Assessment of a daily penalty if the requirements of the Compliance Order are not met.	DPW
Compliance Schedules (In a Wastewater Discharge Permit or Order)		
Missed interim milestone date by less than 30 days will not affect final compliance deadline.	NOV which restates any remaining milestone deadlines.	DPW
Missed interim milestone date by less than 30 days and will affect final compliance deadline.	Compliance Order detailing revised compliance schedule. Order may assess fines if delay was avoidable (no good cause)	DPW
Missed interim milestone date by more than 30 days and will not affect final compliance deadline.	Informal meeting with IU to review compliance schedule, milestone dates, and final compliance deadline.	DPW
Missed interim milestone date by more than 30 days and will affect final compliance deadline.	Show Cause Order requiring the IU to appear before the DPW to show cause why further enforcement should not be pursued. Must result in a revised Compliance Order.	DPW
Missed interim milestone date by more than 90 days. (Significant Noncompliance)	Civil Litigation	DPW CA

Table 8-1. Enforcement Response Guide

Nature Of Violation	Enforcement Response	Designated City Personnel
Missed Final Compliance Deadline		
Failure to comply with an enforcement order	Compliance Order assessing a penalty per day past the final compliance deadline and requiring immediate compliance.	DPW
	Civil litigation should be pursued if the IU has not complied within 30 calendar days of the original Final Compliance Deadline	CA
Wastestreams are Diluted		
Dilution of regulated wastestreams with non-polluted water.	NOV citing regulatory prohibition against dilution and requiring correction within 30 calendar days of receipt of the NOV	DPW
Recurring violations (Dilution continues to occur after NOV).	Informal meeting with the IU to review municipal code prohibitions. Issuance of a Compliance Order with deadline for correction.	DPW
Failure To Mitigate Noncompliance or Halt Production		
Failure to reduce the severity of the violation(s) and/or failure to comply with a Cease-and-Desist Order.	Civil prosecution seeking an injunction to halt discharge. Termination of WDP and service if potential for POTW and/or environmental harm is evident.	DPW CA
Entry Denial		
Entry denied or consent withdrawn. Record access denied.	Obtain warrant and return to IU	DPW
Illegal Discharge (Violation of Standards [40 CFR 403.5(a) and (b)])		
No harm to POTW or environment; no Interference or Pass Through at the POTW.	NOV explaining the General Prohibited Discharge Standards as contained in 40 CFR 403.5(a) and (b).	DPW
Discharge causes harm, Pass Through, or Interference.	Cease-and-Desist Order requiring the IU to halt the violation immediately or terminate the discharge altogether. Issuance of a Compliance Order assessing any penalties and/or cost recovery	DPW
Failure to Properly Operate and Maintain Pretreatment Facility		
No violation results from failure of IU to properly operate and maintain facility.	Informal notification (phone call or e-mail) explaining the requirement to properly operate and maintain pretreatment facilities.	CE
Violations of WDP or Pretreatment Standards occur because of failure of IU to properly maintain and operate pretreatment facility.	Compliance Order requiring proper maintenance and operation of pretreatment facility with schedule of compliance.	DPW
Recurring violation or failure to meet compliance schedule; no harm to POTW.	Assessment of a penalty to be based on the severity of the violation,	DPW CA
Recurring violation or failure to meet compliance schedules; harm to POTW.	Civil Litigation; Termination of WDP; Termination of Service; Assessment of Administrative Fines and Cost Recovery	DPW CA
CA = City Attorney; CE = Compliance Engineer; CFR = Code of Federal Regulations; DPW = Director of Public Works; IU = Industrial User; NOV = Notice of Violation; POTW = publicly owned treatment works; TRC = Technical Review Violation; WDP = Wastewater Discharge Permit		

Preventing Sewer Back-Ups & Sewer Overflows



What Not To Do

- Collect, store, and dispose of trash properly.
- Place food scraps, grease, or garbage in the trash can. Solid waste is not allowed in the sewer system.
- Place a water seal in the toilet to prevent sewer gas from entering the home.
- Place a water seal in the shower to prevent sewer gas from entering the home.
- Place a water seal in the bathtub to prevent sewer gas from entering the home.
- Place a water seal in the sink to prevent sewer gas from entering the home.
- Place a water seal in the floor drain to prevent sewer gas from entering the home.
- Place a water seal in the basement floor drain to prevent sewer gas from entering the home.
- Place a water seal in the attic floor drain to prevent sewer gas from entering the home.
- Place a water seal in the crawlspace floor drain to prevent sewer gas from entering the home.
- Place a water seal in the basement floor drain to prevent sewer gas from entering the home.
- Place a water seal in the attic floor drain to prevent sewer gas from entering the home.
- Place a water seal in the crawlspace floor drain to prevent sewer gas from entering the home.
- Place a water seal in the basement floor drain to prevent sewer gas from entering the home.
- Place a water seal in the attic floor drain to prevent sewer gas from entering the home.
- Place a water seal in the crawlspace floor drain to prevent sewer gas from entering the home.

What Not To Do

- Pour grease, oil, or fat down the drain.
- Use the toilet as a trash can.
- Use the sewer as a means of disposal of food scraps.

PUBLIC WORKS DEPARTMENT

Phone: (208) 641-3430

Fax: (208) 641-3430

E-mail: pwenged@lathrop.ca.us

When a sewer overflows, it is usually the result of inappropriate materials in the sewer system. Please Help the City Prevent Sewer Back-ups and Overflows!

Have you ever experienced a sanitary sewer back-up or overflow? Luckily, most sewer back-ups and overflows can be prevented with a progressive preventive maintenance program. All of us can help to prevent them by wisely using the City Of Lathrop's sanitary sewer system. The City is "recruiting" customer partners who are willing to join our efforts to prevent sewer back-ups and overflows.

Sewer back-ups and overflows are frequently caused by improper materials such as fats, oils and grease being placed into the sewer system by the City's customers. Since fats, oils and grease are lighter than water, they tend to accumulate at the top and sides of sewer pipes and can build up until a blockage occurs. If a blockage happens, the sewer backs up or overflows resulting in property and environmental damage.

The City of Lathrop's Sewer Use Ordinance requires that restaurants should install and maintain grease traps and/or interceptors to prevent grease from entering the sewer system. However, there are many more residential kitchens than there are restaurants in Lathrop. By reducing the amount of fats, oils and grease that enter the sewer system from homes, you can help to protect the environment by preventing sewer back-ups and overflows.

Sanitary sewer systems are designed to handle three things: used water, human body waste, and toilet paper. You can do some simple things that will help the City protect water quality and maintain the sewer system in Lathrop.

APPENDIX F – Element 8 (System Evaluation, Capacity Assurance, and Capital Improvements Plan)

APPENDIX F – Element 8 (System Evaluation, Capacity Assurance, and Capital Improvements) Supporting Documents

1. Table F-1. Current and Historical ADWF and Per Capita ADWF
2. Table F-2. Projected Wastewater Flow by Development Area
3. Table F-3. Existing and Future Wastewater Flow by Development Area
4. Table F-4 Peak Wet Weather Flow at Pump Stations.
5. Table F-5. Summary of Capital Improvement Projects
6. Figure F-1. Overview of Capital Improvement Projects

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**APPENDIX F – Element 8 (System Evaluation, Capacity Assurance,
and Capital Improvements Plan)**

Table F-1. Current and Historical ADWF and Per Capita ADWF

Year	Average Dry Weather Flow (ADWF) (a)			ADWF vs. AAF (c)	Annual Rainfall (d) (in)	Per Capita ADWF (e) (gallon per capita per day)
	MWQCF (MGD)	CTF (b) (MGD)	Total (MGD)			
2009	0.701	0.257	1.134	98%	10.48	64
2010	0.697	0.266	1.116	97%	18.70	62
2011	0.710	0.276	1.120	97%	10.09	60
2012	0.779	0.274	1.152	98%	13.54	60
2013	0.950	0.299	1.358	102%	14.59	69
2014	0.896	0.304	1.342	99%	14.23	67
2015	0.857	0.335	1.328	98%	7.43	64
2016	0.874	0.383	1.405	96%	18.28	64
2017	0.97	0.701	1.673	108%	16.60	72
2018	1.10	0.705	1.803	105%	14.15	75
2019	1.11	0.663	1.771	98%	17.05	70
2020	1.14	0.880	2.020	106%	5.97	75
2021	0.97	1.007	1.974	102%	14.18	67
2022	1.12	1.083	2.203	101%	11.41	70

Notes:

- (a) ADWF is calculated as the average daily flow between June and August of the year. Totals may not sum due to rounding.
- (b) Flows to the CTF includes flows to the Crossroads WWTF prior to its conversion and connection to the CTF in August 2015.
- (c) The ratio of AAF to ADWF is calculated using AAF values from Table 4-1.
- (d) Precipitation data obtained from National Oceanic and Atmospheric Administration Stockton Airport Station (USW00023237).
- (e) Per capita ADWF is calculated using City population data in Table 4-1.

**APPENDIX F – Element 8 (System Evaluation, Capacity Assurance,
and Capital Improvements Plan)**

Table F-2. Projected Wastewater Flow by Development Area

Land Use Designation	Wastewater Flow Factor	Projected New Wastewater Flow (tpd) (L)				
		2025	2030	2035	2040	Bandwidth 2045
Central Lathrop Phase 1						
Low Density Residential	240 gpd/du	0	120,000	183,360	183,360	183,360
High Density Residential	110 gpd/du	0	27,060	50,160	63,690	63,690
Commercial	755 gpd/ac	9,815	55,538	55,538	55,538	109,898
Mixed Use	755 gpd/ac	0	0	0	0	38,505
Parks	55 gpd/ac	0	2,149	2,424	2,424	2,424
New Central Lathrop ADWF		9,815	204,747	291,482	305,012	397,877
Central Lathrop - Phase 2						
Light Industrial / R&D Flex	240 gpd/ac	21,557	21,557	21,557	21,557	163,620
Parks	55 gpd/ac	0	0	0	0	275
New Central Lathrop ADWF		21,557	21,557	21,557	21,557	163,895
Mossdale Landing						
Low Density Residential	240 gpd/du	0	0	0	0	15,840
Medium Density Residential	200 gpd/du	0	0	0	0	0
High Density Residential	110 gpd/du	0	0	0	0	0
Commercial	755 gpd/ac	3,443	4,575	4,575	4,575	4,575
Schools	220 gpd/ac	0	0	0	0	3,573
New Mossdale ADWF		3,443	4,575	4,575	4,575	23,988
Mossdale Landing East						
Low Density Residential	240 gpd/du	0	8,880	8,880	8,880	8,880
High Density Residential	110 gpd/du	0	0	0	0	9,240
Commercial	755 gpd/ac	0	5,285	5,285	5,285	5,285
New Mossdale ADWF		0	14,165	14,165	14,165	23,405
Mossdale Landing South						
Medium Density Residential	200 gpd/du	17,000	17,000	17,000	17,000	17,000
Commercial	755 gpd/ac	0	0	6,040	6,040	18,875
Parks	55 gpd/ac	0	220	220	220	220
New Mossdale ADWF		17,000	17,220	23,260	23,260	36,095
Mossdale Landing West						
Low Density Residential	240 gpd/du	0	0	198,960	198,960	198,960
Parks	55 gpd/ac	0	0	603	603	603
New Mossdale ADWF		0	0	199,563	199,563	199,563
River Islands						
Low Density Residential	200 gpd/du	153,600	397,200	640,800	884,400	884,400
Medium Density Residential	155 gpd/du	104,780	251,255	397,730	544,205	544,205
High Density Residential	110 gpd/du	0	153,450	306,900	460,350	460,350
Town Center	755 gpd/ac	0	19,857	39,713	59,570	59,570
Commercial	755 gpd/ac	0	65,006	130,011	195,017	195,017
Schools	220 gpd/ac	7,150	10,450	13,750	16,830	16,830
Parks	55 gpd/ac	1,045	4,395	7,750	11,105	11,105
New River Islands ADWF		266,575	901,612	1,536,654	2,171,476	2,171,476
South Lathrop						
Light Industrial / R&D Flex	240 gpd/ac	0	16,080	16,080	16,080	23,940
Office Commercial	755 gpd/ac	0	6,644	6,644	6,644	7,550
Open Space	55 gpd/ac	0	0	0	0	0
New South Lathrop ADWF		0	22,724	22,724	22,724	31,490
Lathrop Gateway						
Light Industrial / R&D Flex	240 gpd/ac	0	15,840	15,840	19,824	19,824
Office Commercial	755 gpd/ac	0	38,505	38,505	47,339	47,339
Open Space	55 gpd/ac	0	138	138	226	226
New Lathrop Gateway ADWF		0	54,483	54,483	67,388	67,388

**APPENDIX F – Element 8 (System Evaluation, Capacity Assurance,
and Capital Improvements Plan)**

Table F-2. Projected Wastewater Flow by Development Area (Cont.)

Land Use Designation	Wastewater Flow Factor	Projected New Wastewater Flow (gpd/day)				
		2025	2030	2035	2040	Buildout 2045
Crossroads						
Industrial	240 gpd/ac	0	5,520	5,520	5,520	5,520
Commercial	755 gpd/ac	0	1,133	1,133	1,133	1,133
New Crossroads ADWF		0	6,653	6,653	6,653	6,653
Historic Lathrop and Other Development Areas						
Low Density Residential	240 gpd/du	0	2,880	4,320	5,520	12,480
Medium Density Residential	200 gpd/du	5,400	10,600	15,800	21,000	43,600
High Density Residential	110 gpd/du	0	0	0	0	5,280
Commercial	755 gpd/ac	16,610	26,878	26,878	26,878	32,918
Industrial	240 gpd/ac	4,320	4,320	4,320	4,320	10,080
New Historic Lathrop / Other ADWF		26,330	44,678	51,318	57,718	104,358
Sharpe Army Depot						
Industrial	--	32,000	32,000	32,000	32,000	32,000
New Sharpe Army Depot ADWF		32,000	32,000	32,000	32,000	32,000
Total Projected New ADWF		376,720	1,324,413	2,258,433	2,926,091	3,258,188
PROJECTED NEW ADWF AT CTE		318,390	1,247,735	2,175,115	2,836,133	3,171,830
PROJECTED NEW ADWF AT MIWQCE		58,330	76,678	83,318	89,718	136,358

Notes:

- (a) Projected residential wastewater generation calculated as the total number of projected residential dwelling units multiplied by the applicable wastewater flow factor (Table 4-3). Projected non-residential wastewater flow are calculated as the total projected acreage multiplied by the applicable wastewater flow factor (Table 4-3). Projected residential dwelling units and non-residential acreage are listed in Table 2-1.

**APPENDIX F – Element 8 (System Evaluation, Capacity Assurance,
and Capital Improvements Plan)**

Table F-3. Existing and Future Wastewater Flow by Development Area

Development Area (a)	Wastewater Generation (MGD) (a)					
	Baseline (b)	2025	2030	2035	2040	Buildout 2045
<i>Lathrop CTF</i>						
Central Lathrop and Mossdale (c)	0.46	0.51	0.73	1.02	1.03	1.31
River Islands	0.44	0.71	1.35	1.98	2.62	2.62
South Lathrop	0.002	0.002	0.025	0.025	0.025	0.034
Lathrop Gateway and Crossroads (c)	0.28	0.28	0.34	0.34	0.36	0.36
ADWF at CTF	1.19	1.51	2.44	3.37	4.03	4.31
<i>Manteca</i>						
Historic Lathrop and Other Development Areas	1.22	1.28	1.30	1.30	1.31	1.36
ADWF at MWQCF	1.22	1.28	1.30	1.30	1.31	1.36
TOTAL EXISTING ADWF (b)	2.41	2.79	3.73	4.67	5.34	5.67

Notes:

- (a) Projected wastewater generation calculated as the sum of baseline wastewater generation and the incremental new wastewater generation associated with future development shown in Table 4-4.
- (b) Baseline wastewater generation is based on the existing wastewater generation in 2022 at 2.12 MGD with a 10% factor of safety to account for future I&I.
- (c) Development areas served by the Lathrop CTF are grouped due to the availability of existing pump station flow data. Central Lathrop and Mossdale ADWF is estimated using flow from the Mossdale PS. Crossroads and Lathrop Gateway ADWF are estimated as the LCTF flow minus flow from the River Islands, Mossdale, and South Lathrop pump stations.
- (d) Totals may not sum due to rounding.

**APPENDIX F – Element 8 (System Evaluation, Capacity Assurance,
and Capital Improvements Plan)**

Table F-4 Peak Wet Weather Flow at Pump Stations.

Lift Station or Pump Station	Existing			Buildout		
	ADWF (mgd)	Peaking Factor	PWWF (mgd)	ADWF (mgd)	Peaking Factor	PWWF (mgd)
<i>MWQCF Collection System</i>						
North Harlan PS	0.017	4.4	0.076	0.040	4.2	0.168
Stonebridge LS	0.158	3.6	0.561	0.158	3.6	0.561
Woodfield LS	0.382	2.8	1.071	0.389	2.8	1.083
Valley Crossing LS	0.009	4.4	0.039	0.009	4.4	0.039
J Street LS	0.270	3.1	0.842	0.315	3.0	0.938
Easy Court LS	0.081	4.0	0.322	0.083	4.0	0.327
O Street PS	0.518	2.5	1.317	0.583	2.5	1.431
McKinley Avenue PS	0.564	2.5	1.398	0.575	2.5	1.417
<i>Lathrop CTF Collection System</i>						
Central Lathrop PS	0.069	4.0	0.279	0.630	2.4	1.511
Mossdale PS	0.579	2.5	1.424	0.861	2.2	1.913
River Islands 2A PS	0.183	3.4	0.629	1.395	2.1	2.905
River Islands Main PS	0.493	2.6	1.273	2.658	2.1	5.45
Crossroads PS	0.043	4.2	0.182	0.054	4.1	0.223
South Lathrop PS	0.0003	4.5	0.001	0.032	4.3	0.136
Lathrop Gateway PS	0.01	4.5	0.03	0.07	4.0	0.286

Notes:

(a) Flow information is not available for the Louise Avenue PS.

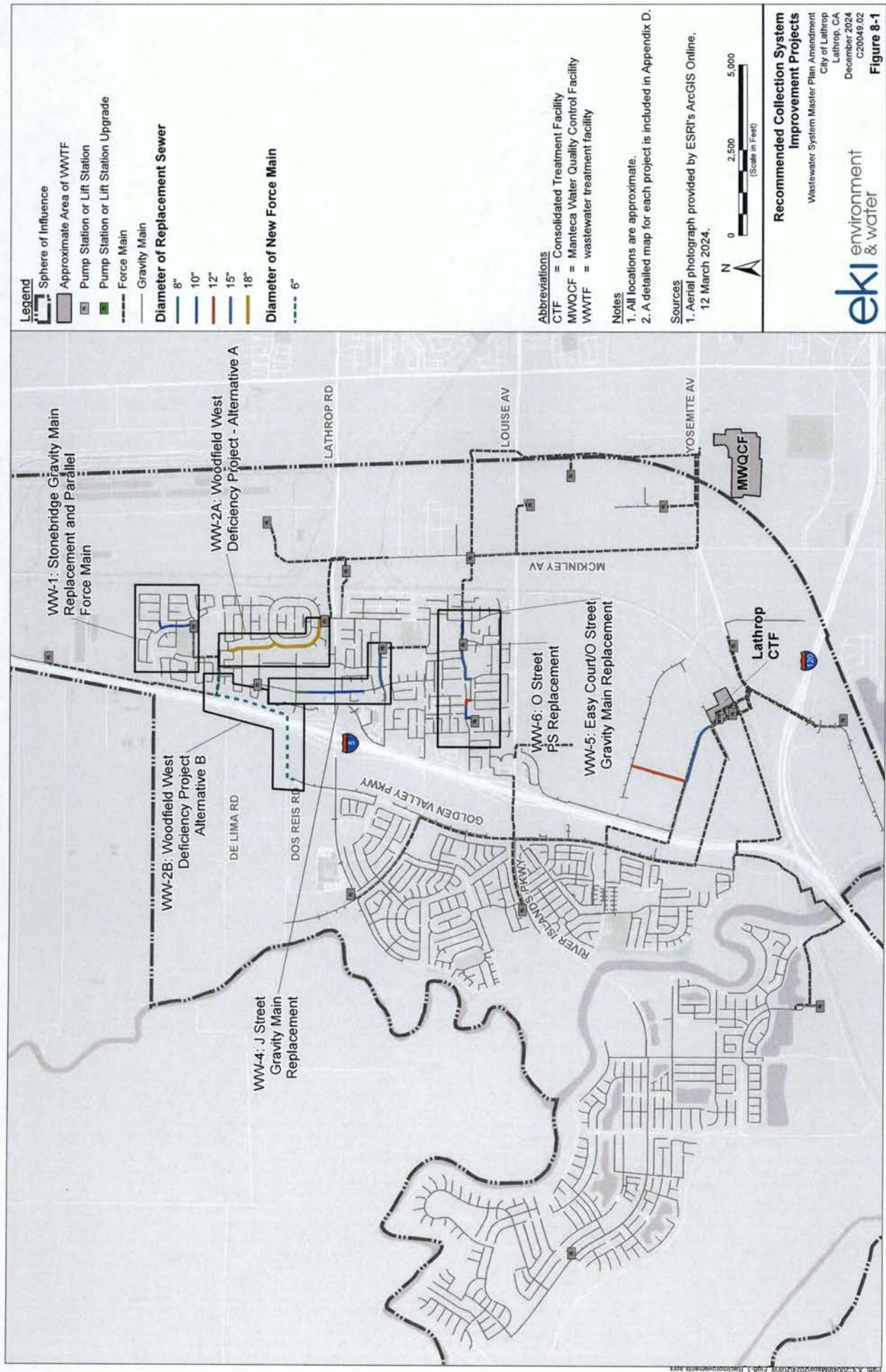
APPENDIX F – Element 8 (System Evaluation, Capacity Assurance, and Capital Improvements Plan)

Table F-5. Summary of Capital Improvement Projects

Project Number	Project	Timeframe	Addresses Modeled Surcharging in Existing Scenario	Total Project OPC (a)
Treatment Facility Improvement Projects				
WWT-1	Manteca Interim Improvements	Near-term (b)	--	--
WWT-2	CTF Phase 3 Expansion (WW 22-38)	Near-term (c)	--	\$23,700,000
WWT-3	CTF Surface Water Discharge (WW 20-17) (d)	Existing	--	\$12,699,000
Total Treatment Facility Improvements OPC				\$36,399,000
Collection System Improvement Projects				
WW-1	Stonebridge Gravity Main Replacement and Pump Station Upgrade (WW 22-25) (e)	Existing	No	\$850,000
WW-2A	Woodfield West Deficiency Project - Alternative A (WW 22-26)	Existing (f)	No	\$2,730,000
WW-2B	Woodfield West Deficiency Project - Alternative B (WW 22-26)	Existing (f)	No	\$2,400,000
WW-4	J Street Gravity Main Replacement Project	Existing (f)	Yes	\$1,690,000
WW-5	Easy Court / O Street Gravity Main Replacement Project	Existing	No	\$1,370,000
WW-6	O Street Pump Station Upgrade	Existing	No	\$1,560,000
Total Collection System Improvements OPC				\$10,500,000
Miscellaneous Collection System Projects				
WW-8	Temporary Flow Monitoring	--	--	\$100,000
WW-9	Wastewater Lift Station Access Modifications (PW 24-14) (d)	FY 23-25 CIP		\$475,000
WW-9	Ozone Upgrade for Wastewater Pump Stations (PW-24-15) (d)	FY 23-25 CIP		\$75,000
Total Miscellaneous Collection System Improvements OPC				\$650,000

Notes:

- (a) Costs shown are presented in December 2024 dollars based on an ENR CCI of 13,632.41 (20-city average).
- (b) City is currently evaluating the appropriate level of contribution to improvements at the MWQCF.
- (c) City is currently issuing a request for proposal to PACE which may update this project OPC.
- (d) Project included as a part of the City of Lathrop Capital Improvement Programs Fiscal Years 2023-2025 report.
- (e) Connecting North Harlan Rd businesses which currently pump into the Stonebridge collection system to the North Harlan Rd SSFM can be considered as an alternative.
- (f) Project addresses existing deficiencies, however future development influences recommended pipe or pump sizes to be installed.



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APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

APPENDIX G – Element 9 (Monitoring, Measurement and Program Modifications) Supporting Documents

1. SSMP Monitoring Tracking Sheet
2. SSMP Change Log

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

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APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

CITY OF LATHROP
SEWER SYSTEM MANAGEMENT PLAN
MONITORING TRACKING SHEET

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<i>SSO Summary</i>												
Total Number of SSOs	1	1	5	1	0	2	0	2	2	1	3	1
Total Volume of SSOs	100	100	2,360	5	0	340	0	650	22.5	75	161	1430
Vol of SSO Contained and/or Returned	100	100	2,360	5	N/A	340	N/A	650	4.5	75	161	1305
Vol of SSO Reached Surface Water	0	0	0	0	N/A	0	N/A	0	0.5	0	0	0
% of SSO Volume Contained and/or Returned	100%	100%	100%	100%	N/A	100%	N/A	100%	20%	100%	100%	91%
% of SSO Volume Reaching Waters	0%	0%	0%	0%	N/A	0%	N/A	0%	0%	0%	0%	0%
<i>SSO by Cause</i>												
Grease Deposition (FOG)	1	1	4	0	0	1	0	2	0	0	0	0
Debris	0	0	0	1	0	1	0	0	0	1	3	0
Capacity/Hydraulic Deficiency	0	0	0	0	0	0	0	0	0	0	0	0
Pump Station Failure	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	1	0	0	0	0	0	2	0	0	1
<i>SSO by Location</i>												
Gravity Main SSO	1	1	5	1	0	2	0	2	1	1	2	0
Pump Station SSO	0	0	0	0	0	0	0	0	0	0	0	0
Force Main SSO	0	0	0	0	0	0	0	0	1	0	0	1
<i>Maintenance Summary</i>												
Length of Pipe Cleaned (ft)	--	10.8	15.7	7.9	10.2	0	0	0	10	0	0	0
Length of Pipe CCTV'ed (ft)	--	--	5	0.5	0	0	0	0	0	0	0	0

NOTE: SSO volumes measured in gallons

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APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

**CITY OF LATHROP
SEWER SYSTEM MANAGEMENT PLAN
CHANGE LOG**

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
Jun 2025	All	<ul style="list-style-type: none">• Comprehensive plan update for compliance with the Reissued 2022 WDR.• Updated Regulatory Requirements headers in each Element.	G. Gibson
Jun 2025	Introduction	<ul style="list-style-type: none">• Updates to requirement background.• Move sections to Element 1.	G. Gibson
Jun 2025	1	<ul style="list-style-type: none">• Updated sewer system figures.• Addition of sections moved from Introduction.• Update to SSMP update schedule.	G. Gibson
Jun 2025	2	<ul style="list-style-type: none">• Addition of Compliance Engineering position.• Updates to Appendix for changes in organizational structure.	G. Gibson
Jun 2025	3	<ul style="list-style-type: none">• Minor changes to text regarding Industrial Pretreatment Program Enforcement Response	G. Gibson
Jun 2025	4	<ul style="list-style-type: none">• Updates to Appendix for changes to monitoring forms.• Updates regarding change to MaintainX system.• Updates to CCTV inspection.• Updates to training regiment.	G. Gibson
Jun 2025	5	<ul style="list-style-type: none">• Minor changes to Section 5.3 text regarding 2024 update to City Standards.	G. Gibson
Jun 2025	6	<ul style="list-style-type: none">• Minor text updates for changes in naming convention.• Updated spill categories.	G. Gibson
Jun 2025	7	<ul style="list-style-type: none">• Minor text updates for changes in naming convention.• Updated Appendix for 2024 Industrial Pretreatment Program Enforcement Response Plan	G. Gibson
Jun 2025	8	<ul style="list-style-type: none">• Comprehensive update to Element based on updates to the 2024 WWSMP Update• Updated Appendix tables from 2024 WWSMP.	G. Gibson

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
Jun 2025	9	<ul style="list-style-type: none"> Minor text modification to reflect 6-year update schedule. 	G. Gibson
Jun 2025	10	<ul style="list-style-type: none"> Updates to text to reflect changes in audit intent and steps to distribute findings. 	G. Gibson
Jun 2025	11	<ul style="list-style-type: none"> Updates to text to reflect changes in spill emergency response plan. 	G. Gibson
Jan 2023	Introduction	<ul style="list-style-type: none"> Updated years for SSMP updates 	G. Gibson
Jan 2023	4.5	<ul style="list-style-type: none"> Updated link to City’s bi-annual budget 	G. Gibson
Jan 2023	8.3, 8.4, 8.5	<ul style="list-style-type: none"> Updated date of last WWSMP update (2019); removed reference to ‘draft’ 	G. Gibson
Jan 2023	8.4	<ul style="list-style-type: none"> Updated link to City’s adopted budget with its five-year CIP posted on City website 	G. Gibson
Jan 2023	Appendix I	<ul style="list-style-type: none"> Added public notification for SSMP 2023 update 	G. Gibson
Aug 2022	Introduction	<ul style="list-style-type: none"> Updated population, SSMP updates, # of pump stations, information on NPDES permit approval and anticipated date of operational discharge to SJR. 	G. Gibson
Aug 2022	2,4	<ul style="list-style-type: none"> Updated staff descriptions for new Utilities Superintendent and name change for PW O&M division that is now the PWD Utilities division. Updated City’s authorized representative is now the Assistant City Manager and Senior Civil Engineer, and Utilities Superintendent and PW Admin Assistant are authorized Data Submitters in CIWIS. Updated Table 2-1 due to changes in staff. 	G. Gibson
Aug 2022	3	<ul style="list-style-type: none"> Updated that City has adopted the 2019 California Plumbing Code in LMC Section 15.12.010 	G. Gibson
Nov 2021	Introduction	<ul style="list-style-type: none"> Update population, deleted paragraph re: industrial facilities that manage wastewater on-site, added information on pending NPDES permit for CTF, updated length of gravity mains, force mains and # of pump stations 	G. Gibson

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
Nov 2021	2.3	<ul style="list-style-type: none"> Updated Authorized Representatives to include Utility Plant Supervisor and PW Admin Asst are designated as Data Submitters in CIWQS 	G. Gibson
Nov 2021	2, Table 2-1	<ul style="list-style-type: none"> Deleted PWD Maintenance Supervisor as officials receiving notification of SSOs 	G. Gibson
Nov 2021	4.5	<ul style="list-style-type: none"> Updated information on CIP and biannual budget 	G. Gibson
Nov 2021	5.3	<ul style="list-style-type: none"> Updated date of most recent update to D&C Stds 	G. Gibson
Nov 2021	7.3	<ul style="list-style-type: none"> Updated number of FSEs 	G. Gibson
Nov 2021	Appendix A	<ul style="list-style-type: none"> Updated Fig. A-1 Org Chart, tables A-1 and A2 	G. Gibson
Nov 2021	Appendix D	<ul style="list-style-type: none"> Updated OERP List of Contacts 	G. Gibson
Nov 2021	Appendix E	<ul style="list-style-type: none"> Updated Table E-1 List of FSEs 	G. Gibson
Nov 2021	Appendix G	<ul style="list-style-type: none"> Updated SSMP Monitoring Tracking Sheet 	G. Gibson
Nov 2021	Appendix I	<ul style="list-style-type: none"> Deleted Public Notification for 2019 SSMP update (never completed) 	G. Gibson
Oct 2019	Introduction	<ul style="list-style-type: none"> Update COL Population 	G. Gibson
Oct 2019	7, Appendix F	<ul style="list-style-type: none"> Update table F-1 with list of FSEs, delete Figure F-1 showing location of FSEs 	G. Gibson
Sept 2019	3	<ul style="list-style-type: none"> Updated link to Lathrop Municipal Code 	G. Gibson
Sept 2019	4, 8	<ul style="list-style-type: none"> Updated link to 5 year CIP on City website 	G. Gibson
Sept 2019	5	<ul style="list-style-type: none"> Updated link to PWD D&C Stds. on City website Updated date of most recent update to D&C Stds. 	G. Gibson
Sept 2019	7	<ul style="list-style-type: none"> Updated link to FOG Control Program 	G. Gibson
Sept 2019	8	<ul style="list-style-type: none"> Updated WW Flow Factors 	G. Gibson
Sept 2019	Appendix A	<ul style="list-style-type: none"> Updated Tables A-1 and A2 	G. Gibson
Sept 2019	Appendix D	<ul style="list-style-type: none"> Deleted former PW O&M Supt. name on page D-2 Updated list of contacts Corrected formula to calculate area of a circle on page D-19 	G. Gibson
Sept 2019	Appendix E	<ul style="list-style-type: none"> Updated list of emergency contacts 	G. Gibson
Oct 2019	Appendix I	<ul style="list-style-type: none"> Add Public Notification of SSMP 2019 update 	G. Gibson

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
Feb 2018	Introduction	<ul style="list-style-type: none">• Updated system description and statistics in the City Service Area and Sewer System section.	G. Gibson
Feb 2018	1	<ul style="list-style-type: none">• Updated goals and condensed the number of goals.	G. Gibson
Feb 2018	2	<ul style="list-style-type: none">• Updated the organization discussion in Section 2.3.• Updated organization chart, contact information, and descriptions of general responsibilities in Appendix A.• Added Table A-2, list of staff responsible for SSMP elements.• Updated SSO chain of communication and moved to the OERP in Appendix D.• Added City Manager, CDPH, CDF&G, SSJID to Table 2-1, officials receiving immediate notification of SSO per the OERP. Revised the circumstance for immediate notification to Cal OES to be consistent with the MRP	G. Gibson
Feb 2018	3	<ul style="list-style-type: none">• Updated the Sewer Use Ordinance ERP and the FOG ERP.• Removed code sections from appendix and included link to City's website.• Added the City's CPC adoption in the Municipal Code discussion in Section 3.3. Updated "Prevention of Illicit Discharges" and "Enforcement Measures" discussions.	G. Gibson
Feb 2018	4	<ul style="list-style-type: none">• Updated the collection system map discussion to reflect current City practices using a GIS database in Section 4.3.• Updated O&M activities and confirmed maintenance frequencies in Section 4.4.• Added a description of the SEMS asset management software to Section 4.5 and added a link to City's five-year CIP.• Added details regarding training programs in the training discussion in Section 4.6.	G. Gibson
Feb 2018	5	<ul style="list-style-type: none">• Updated information regarding the 2014 Design and Construction Standards update and provided a link to the 2014 Design and Construction Standards. Removed Appendix D.	G. Gibson

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
		<ul style="list-style-type: none"> Updated description regarding the role of the Senior Construction Inspector. 	
Feb 2018	6	<ul style="list-style-type: none"> Updated the SSO categories in the OERP discussion to match the OERP attached and the MRP. 	G. Gibson
Feb 2018	OERP	<ul style="list-style-type: none"> Made editorial changes to the OERP. Added description of responses to private lateral blockages. Added discussion of responses to overflows at the treatment plant. Edited description of Category 1 SSO to be consistent with the MRP. Added details regarding notification to internal managers to be consistent with Table 2-1. Added a SSO Reporting Chain of Communication flow chart. Updated OERP contact information. 	G. Gibson
Feb 2018	7	<ul style="list-style-type: none"> Updated Table E-1, list of food service facilities in Lathrop and added Figure E-1, location of food service facilities in Lathrop. Removed FOG program sample forms from Appendix E as they are attached in the FOG ERP in Appendix B. Added a FOG disposal plan discussion in Section 7.3. Added information on FOG program education conducted during inspection and enforcement. 	G. Gibson
Feb 2018	8	<ul style="list-style-type: none"> Updated Element 8 to reflect findings from the City's recent (2018) Wastewater System Master Plan update and included additional tables and figures in Appendix F. 	G. Gibson
Feb 2018	9	<ul style="list-style-type: none"> Updated SSMP monitoring parameters and the monitoring template in Appendix G. 	G. Gibson
Feb 2018	10	<ul style="list-style-type: none"> Added a template SSMP program audit form in Appendix H. 	G. Gibson
Jun 2016	26	<ul style="list-style-type: none"> Updated staff contact information and organization chart in Appendix A. 	G. Gibson
Jun 2016	62	<ul style="list-style-type: none"> Updated SSO contact information. 	G. Gibson

APPENDIX G – Element 9 (Monitoring, Measurement, and Program Modifications)

Date	SSMP Element /Section	Description of Change/Revision Made	Authorized By:
Jun 2013	26	<ul style="list-style-type: none">• Updated staff contact information and organization chart in Appendix A.	G. Gibson

APPENDIX H – Element 10 (Internal Program Audits) Supporting Documents

1. Blank SSMP Program Audit Form
2. Completed SSMP Program Audits

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APPENDIX H – Element 10 (Internal Program Audits)

City of Lathrop
Sewer System Management Plan Audit Report
_____ through _____

Date:

Prepared by:

Reviewed by:

The purpose of the SSMP Audit is to evaluate the effectiveness of the City of Lathrop's (City's) SSMP and to identify any need for improvement.

Directions: Please check YES or NO for each question. If No is answered to any question, describe the updates/changes and the timeline to complete those changes.

INTRODUCTION		
A.	Is the current system description complete and up-to-date? Are infrastructure statistics current and complete?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 1 – GOALS		
A.	Are the goals stated in the SSMP still appropriate and current?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 2 – ORGANIZATION		
A.	Is the Organization Chart in Figure A-1 of the SSMP current??	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Are the position descriptions an accurate portrayal of staff responsibilities?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Is the chain of communication for reporting and responding to SSOs accurate and up-to-date?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Is the contact information in Table A-1 current?	YES <input type="checkbox"/> NO <input type="checkbox"/>
E.	Is the List of City Staff Responsible for SSMP in Table A-2 current?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 3 – LEGAL AUTHORITY		
Does the SSMP contain current references to the Lathrop Municipal Code documenting the City's legal authority to:		

APPENDIX H – Element 10 (Internal Program Audits)

A.	Prevent illicit discharges?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Require proper design and construction of sewers and connections?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Limit discharges of fats, oils, and grease?	YES <input type="checkbox"/> NO <input type="checkbox"/>
E.	Enforce any violation of its sewer ordinances?	YES <input type="checkbox"/> NO <input type="checkbox"/>
F.	Were any changes or modifications made in the past two years (this audit period) to City Sewer Ordinances, Regulations, or standards?	(discuss below)
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 4 – OPERATIONS AND MAINTENANCE		
Collection System Maps		
A.	Does the SSMP reference the current process and procedures for maintaining the City's sewer system maps?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Are the City's collection system maps complete, up-to-date, and sufficiently detailed?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Preventative Maintenance		
C.	Does the SSMP describe current preventative maintenance activities and the system for prioritizing the cleaning of sewer lines?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Are the City's preventive maintenance activities sufficient and effective in reducing and preventing SSOs and blockages?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Rehabilitation and Replacement Plan		
E.	Is there an ongoing condition assessment program sufficient to rank the condition of sewer pipes and schedule rehabilitation? Are the current components of this program documented in the SSMP?	YES <input type="checkbox"/> NO <input type="checkbox"/>
F.	Are scheduled inspections and the condition assessment system effective in identifying, prioritizing, and addressing deficiencies?	YES <input type="checkbox"/> NO <input type="checkbox"/>
G.	Does the rehabilitation and replacement plan include a capital improvement plan that addresses proper management and protection of the infrastructure assets? Does the plan include a time schedule for implementing the short and long-term plans plus a schedule for developing the funds needed for the capital improvement plan?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Training		
H.	Does the SSMP document current training expectations and programs?	YES <input type="checkbox"/> NO <input type="checkbox"/>
I.	Do supervisors believe their staff are sufficiently trained?	YES <input type="checkbox"/> NO <input type="checkbox"/>
J.	Are the training records current?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Equipment and Replacement Part Inventories		

APPENDIX H – Element 10 (Internal Program Audits)

K.	Does the SSMP list the major equipment currently used in the operation and maintenance of the collection system?	YES <input type="checkbox"/> NO <input type="checkbox"/>
L.	Are contingency equipment and replacement parts sufficient to respond to emergencies and properly conduct regular maintenance?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 5 – DESIGN AND PERFORMANCE PROVISIONS		
A.	Does the SSMP reference current design and construction standards for the installation of new sanitary sewer systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sanitary sewer systems?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Does the SSMP document current procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and the rehabilitation and repair of existing sewer lines?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 6 – SPILL EMERGENCY RESPOSNE PLAN		
A.	Does the City's Spill Emergency Response Plan (SERP) contain proper notification procedures so that the primary responders and regulatory agencies are informed of all sanitary sewer overflows (SSOs) as required by the WDR and MRP?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Does the OERP have a program to ensure an appropriate response to all overflows?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Does the OERP contain procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities of all SSOs that potentially affect public health or reach waters of the State in accordance with the MRP? Does the SSMP identify the officials who will receive immediate notification of such SSOs?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Are staff and contractor personnel aware of and appropriately trained on the procedures of the OERP?	YES <input type="checkbox"/> NO <input type="checkbox"/>
E.	Does the OERP contain procedures to address emergency operations such as traffic and crowd control and other necessary response activities?	YES <input type="checkbox"/> NO <input type="checkbox"/>
F.	Does the OERP ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge?	YES <input type="checkbox"/> NO <input type="checkbox"/>

APPENDIX H – Element 10 (Internal Program Audits)

G.	Considering SSO performance data, is the OERP effective in handling SSOs in order to safeguard public health and the environment?	YES <input type="checkbox"/> NO <input type="checkbox"/>
H.	Is the Water Quality Monitoring Plan current and has it been trained on and practiced by staff that would be involved in a SSO of large volume?	YES <input type="checkbox"/> NO <input type="checkbox"/>
I.	If applicable, was sampling performed within 48 hours for all SSOs greater than 50,000 gallons and was a Technical Report prepared and filed on the CIWQS website?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 7 – FATS, OILS, AND GREASE (FOG) CONTROL PROGRAM		
A.	Does the FOG Control Program include a description of public education outreach efforts that promote proper handling and disposal of FOG?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Does the FOG program include a plan for the disposal of FOG generated within the sewer system service area?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Does the City have sufficient legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Are there requirements to install grease removal devices (such as traps or interceptors), best management practices (BMP) requirements, record keeping, maintenance requirements and reporting requirements established in the City's FOG Control Program?	YES <input type="checkbox"/> NO <input type="checkbox"/>
E.	Does the City have authority to inspect grease producing facilities and have sufficient staff to inspect and enforce the FOG ordinance?	YES <input type="checkbox"/> NO <input type="checkbox"/>
F.	Does the FOG control program identify sections of the collection system subject to FOG blockages, establish a cleaning schedule and address source control measures to minimize these blockages?	YES <input type="checkbox"/> NO <input type="checkbox"/>
G.	Does the FOG control program implement source control measures for all sources of FOG discharged to the collection system?	YES <input type="checkbox"/> NO <input type="checkbox"/>
H.	Is the current FOG program effective in minimizing blockages of sewer lines resulting from discharges of FOG to the system?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 8 – SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN		
A.	Does the System Evaluation and Capacity Assurance Plan evaluate hydraulic deficiencies in the system and provide estimates of peak	YES <input type="checkbox"/> NO <input type="checkbox"/>

APPENDIX H – Element 10 (Internal Program Audits)

	flows associated with conditions similar to those causing overflow events, if applicable?	
B.	Does the City take steps needed to establish a short and long-term CIP to address hydraulic deficiencies, including prioritization, alternatives analysis, and schedules? Are repair and replacement projects developed based upon condition assessment and/or field maintenance results?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Does the City's capital improvement program (CIP) establish a schedule of approximate completion dates for both short-term and long-term improvements and is the schedule reviewed and updated to reflect current budgetary capabilities and activity accomplishment?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 9 – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS		
A.	Does the City maintain relevant information that can be used to establish and prioritize appropriate SSMP activities?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Does the SSMP identify and illustrate SSO trends, including frequency, location and volume of SSOs?	YES <input type="checkbox"/> NO <input type="checkbox"/>
C.	Is the City able to sufficiently evaluate the effectiveness of the SSMP elements based on relevant information?	YES <input type="checkbox"/> NO <input type="checkbox"/>
D.	Does the City update program elements, as appropriate, based upon monitoring or performance evaluations?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 10 – SSMP PROGRAM AUDITS		
A.	Does the audit focus on the effectiveness of the SSMP?	YES <input type="checkbox"/> NO <input type="checkbox"/>
B.	Was the SSMP Audit completed, reviewed, and filed as an Appendix to the SSMP on a biennial basis?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		
ELEMENT 11 – COMMUNICATION PROGRAM		
A.	Does the City communicate on a regular basis with the public and other agencies about the development and implementation of the SSMP? Does the communication system provide the public the opportunity to provide input as the program is developed and implemented?	YES <input type="checkbox"/> NO <input type="checkbox"/>

APPENDIX H – Element 10 (Internal Program Audits)

Discussion/Deficiencies/Corrective Actions:		
CHANGE LOG		
A.	Is the SSMP Change Log current and up-to-date?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Discussion/Deficiencies/Corrective Actions:		

APPENDIX I – Element 11 (Communication Program)

APPENDIX I – Element 11 (Communication Program) Supporting Documents

1. Copy of Public Notifications Posted on City's Website

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**Public Notification
Sewer System Management Plan, 2025 Update**

The State Water Resources Control Board has issued Order No. 2022-0103 known as “Statewide WDR (*Waste Discharge Requirements*) General Order For Sanitary Sewer Systems”. The order requires the City to develop and implement a system-specific Sewer System Management Plan (SSMP) to facilitate proper funding and management of sanitary sewer systems. One of the requirements of the SSMP is that the City shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP.

The City of Lathrop is reviewing its existing SSMP and considering revisions to the document. The City plans to complete the update and recertify the SSMP in July 2025. A draft 2025 update to the SSMP is available for public review and comment on the City’s website at the following address:

[Public Review Documents | City of Lathrop CA](https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents)
<https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

Please provide any questions or comments regarding you may have regarding the City’s SSMP update to:

Jonah Sonner
Compliance Engineer
City of Lathrop Public Works Dept.
390 Towne Centre Drive
Lathrop, CA 95530

(209) 941-7430 office
(209) 941-7443 direct
(209) 941-7449 fax

e-mail: jsonner@ci.lathrop.ca.us

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**CITY MANAGER'S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC. FOR LATHROP CONSOLIDATED TREATMENT FACILITY DISCHARGE PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES**

RECOMMENDATION: **Adopt Resolution to Approve a Professional Services Agreement with Robertson-Bryan, Inc. for Lathrop Consolidated Treatment Facility Discharge Permit Renewal and Compliance Support Services**

SUMMARY:

Wastewater generated west of I-5 is collected and treated at the Lathrop Consolidated Treatment Facility (CTF). The City has been issued a National Pollutant Discharge Elimination System (NPDES) permit, Order R5-2022-0004-01 (Permit), to discharge tertiary treated effluent wastewater from the CTF to the San Joaquin River. This Permit is set to expire March 31, 2027, and the City must submit a renewal application and Report of Waste Discharge (ROWD) by March 31, 2026 to ensure river discharge can continue. Robertson-Bryan, Inc. (RBI) has provided a proposal to prepare the technical reports and ROWD for Permit renewal and to provide general compliance support for permit requirements.

Staff request that City Council approve a Professional Services Agreement (PSA) with RBI in the amount of \$333,726 to provide NPDES Permit Renewal and Compliance Support. Sufficient funds have been allocated in the approved fiscal year 2025-2027 budget for Regulatory Compliance Program (RCP) WW 26-19, NPDES LCTF Compliance to pay for the costs of this proposal.

BACKGROUND:

Wastewater generated west of I-5 is collected and treated at the CTF. The City has been issued a NPDES permit to discharge tertiary treated effluent wastewater from the CTF to the San Joaquin River. The permit includes extensive regulatory reporting requirements, such as specialized monitoring studies, multiple technical reports, implementation of an industrial pretreatment program (IPP), and on-going water quality monitoring at the CTF and in the San Joaquin River.

The Permit is set to expire March 31, 2027, and the City must submit a renewal application and ROWD by March 31, 2026 to ensure river discharge can continue. RBI has provided a proposal for NPDES Permit Renewal and Compliance Support services for the CTF.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC. FOR LATHROP CONSOLIDATED TREATMENT FACILITY DISCHARGE PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES**

On June 23, 2025, Council adopted the proposed 2025-2027 fiscal year budget, which included RCP WW 26-19 LCTF NPDES Compliance to address the regulatory requirements and permit renewal tasks associated with the CTF. Due to the technical and specialized nature of the permit renewal tasks, staff request Council approval of a PSA with RBI to provide Permit Renewal and Compliance Support services.

REASON FOR RECOMMENDATION:

Compliance with Order R5-2022-0004-01 is essential to ensure that wastewater can be treated and discharged from the CTF to the San Joaquin River. The City is required to submit a renewal application and ROWD by March 31, 2026. Staff request approval of a PSA with RBI that will provide permit renewal and compliance support services, including assistance with negotiating new requirements and effluent limitations in the renewed NPDES permit.

FISCAL IMPACT:

The cost for RBI to provide NPDES Permit Renewal and Compliance Support services is \$333,726. Sufficient funds have been allocated in the approved fiscal year budget 2025-2027 for RCP WW 26-19 to pay for the cost of this study.

ATTACHMENTS:

- A. Resolution to Approve a Professional Services Agreement with Robertson-Bryan, Inc. for Lathrop Consolidated Treatment Facility Discharge Permit Renewal and Compliance Support Services
- B. Professional Services Agreement with Robertson-Bryan, Inc., to provide NPDES Permit Renewal And Compliance Support Services


CITY MANAGER'S REPORT

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JULY 14, 2025 CITY COUNCIL REGULAR MEETING


APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC. FOR LATHROP CONSOLIDATED TREATMENT FACILITY DISCHARGE PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

APPROVALS:



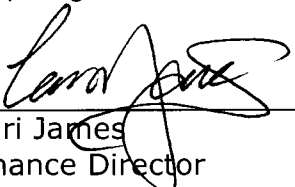
Jonah Sonner
Compliance Engineer

06/30/2025
Date




Brad Taylor
City Engineer

6/30/2025
Date




Cari James
Finance Director

7/2/2025
Date



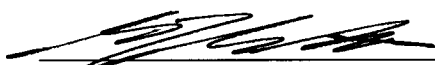
Michael King
Assistant City Manager

7.1.2025
Date



Salvador Navarrete
City Attorney

6.30.2025
Date



Stephen J. Salvatore
City Manager

7.8.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ROBERTSON-BRYAN, INC. FOR LATHROP CONSOLIDATED TREATMENT FACILITY DISCHARGE PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

WHEREAS, the City owns and operates the Lathrop Consolidated Treatment Facility (CTF); and

WHEREAS, the City has been issued a National Pollutant Discharge Elimination System (NPDES) permit to discharge tertiary treated effluent wastewater from the CTF; and

WHEREAS, the permit is set to expire on March, 31, 2027 and City is required to submit an application to renew the NPDES permit by March 31, 2026; and

WHEREAS, compliance with the NPDES Permit is essential to ensure that wastewater can be treated and discharged from the CTF to the San Joaquin River; and

WHEREAS, Robertson-Bryan, Inc. (RBI) has provided a proposal to provide NPDES Permit Renewal and Compliance Support Services; and

WHEREAS, the cost for RBI to provide NPDES Permit Renewal and Compliance Support Services is \$333,726. Sufficient funds have been allocated in the approved fiscal year budget 2025-2027 for RCP WW 26-19 to pay for the cost of this proposal.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve a Professional Services Agreement (PSA) with RBI in the amount of \$333,726 to provide NPDES permit renewal and compliance support services for RCP WW 26-19, NPDES LCTF Compliance.

The foregoing resolution was passed and adopted this 14th day of July 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 ROBERTSON-BRYAN, INC.

TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

THIS AGREEMENT, dated for convenience this **14th day of July 2025**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY"), and **Robertson-Bryan, Inc.** ("CONSULTANT");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

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

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

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$333,726**, for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **July 14, 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) Auditing

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

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, CONSULTANT's Authorized Representative: **Paul Bedore** CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000) each accident or disease. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

- (b) Commercial General Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) products and completed operations aggregate for risks associated with the work contemplated by this Agreement. The general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall bedouble. 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.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 00 01 .

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 additional insureds 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) Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
- (v) 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.
- (vi) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vii) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

- (c) Automobile Liability Insurance. Coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 00 01 in an amount not less than one million dollars (\$1,000,000) each accident covering claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the use of owned, hired, and non-owned automobiles (Code 1 Any Auto).
 - (i) CITY, its officers, employees, agents, and volunteers are to be covered as additional insureds.
 - (ii) Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the City and its officers, officials, employees, and agents.
- (d) 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 and in the aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
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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.
- (e) 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.
- (f) 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.
- (g) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

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

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

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

(15) Funding

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

(16) Notices

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

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430

To Consultant: Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670
Phone: (916) 714-1801

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

- (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.
- (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.

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

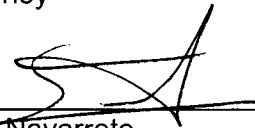
(19) Signatures

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

CITY OF LATHROP – ROBERTSON-BRYAN, INC.
TO PROVIDE NPDES PERMIT RENEWAL AND COMPLIANCE SUPPORT SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-7-2025

Date

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor

Date

Approved by:
Resolution No.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

City Manager

Consultant:

Robertson-Bryan, Inc.
3100 Zinfandel Dr., Suite 300
Rancho Cordova, CA 95670
Federal Tax ID # **68-0460693**
Business License # **NLB-001553-2025**

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title



May 23, 2025

DELIVERED BY EMAIL

Mr. Michael King
 Assistant City Manager & Director of Public Works
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330

Subject: Proposal to Provide Professional Services for NPDES Permit Renewal and Compliance for the Lathrop Consolidated Treatment Facility

Dear Mr. King:

As requested, please accept this proposal for Robertson-Bryan, Inc. (RBI) to provide services to the City of Lathrop (City) to renew the National Pollutant Discharge Elimination System (NPDES) permit for the Consolidated Treatment Facility (CTF) during Fiscal Year 2025-2026 (July 1–June 30) and assist with tasks necessary to monitor, evaluate, and report on-going compliance. An application to renew the NPDES permit is due March 31, 2026, and the application package must request and justify the dilution credits needed to facilitate compliance with various limitations in the NPDES permit. Maintaining compliance with the NPDES permit requires close coordination among staff from the City, Veolia, Pacific Advanced Civil Engineering, and RBI to work as a team. It also involves water quality monitoring, preparing routine self-monitoring reports (SMRs), preparing permit-required progress and special reports, and other related tasks.

The scope of work provided below identifies the tasks that RBI will lead to prepare an application to renew the NPDES permit and tasks to assist with NPDES permit compliance.

- Task 1: Compliance and Coordination Meetings
- Task 2: Effluent and Receiving Water Monitoring
- Task 3: Self-monitoring Reports (eSMRs)
- Task 4: NPDES Permit-required Annual Reports
- Task 5: NPDES Permit Renewal Support
- Task 6: Toxicity Compliance Support
- Task 7: Regulatory Developments Tracking and Reporting
- Task 8: General Compliance and Operational Support
- Task 9: Recycled Water Assistance
- Task 10: Project Management

- Task 11: Reimbursable Expenses

I. SCOPE OF WORK

TASK 1: COMPLIANCE AND COORDINATION MEETINGS

RBI will attend up to two meetings per month during the five-month recycled water reclamation season (June–October; 10 meetings) and weekly meetings during the wet season (November–May; 28 meetings) when the CTF is likely to be discharging to the San Joaquin River. Weekly coordination is necessary while discharging to the river because of the additional attention needed to comply with the NPDES permit. These meetings will be used by RBI staff to meet with City staff and its contractors/consultants to coordinate efforts and obtain information associated with implementing this scope of work. For the purposes of the scope and budget for this task, 2.0 hours are assumed each for two RBI staff members attending each meeting, which provides time for meeting preparation, participation, documenting meeting discussions, and post-meeting briefings of other parties not attending the meetings. RBI's Principal-in-Charge is assumed to attend up to eight (8) meetings. All meetings will be virtual meetings (i.e., MS Teams or Zoom).

TASK 2: EFFLUENT AND RECEIVING WATER MONITORING

Ensuring compliance with the NPDES permit Monitoring and Reporting Program involves the subtasks below.

Subtask 2.1: Scheduling and Coordination

RBI will update and maintain the monitoring schedule spreadsheet used by RBI, the City, Veolia, and FGL. RBI will coordinate with these parties to ensure they are aware of upcoming sampling, identify issues with sampling dates, ensure bottles are on-hand, review chain of custodies, and other related issues.

Subtask 2.2: Review and Compile Data

RBI will review monitoring results for routine CTF monitoring data tested at FGL to identify any quality assurance (QA)/quality control (QC) issues and investigate anomalous results through discussions with the City's contract laboratory. RBI will copy FGL electronic data deliverables into a master spreadsheet to facilitate our review of SMRs.

Subtask 2.3: Additional Services & Tools

RBI will support the City as needed with the City's and Veolia's monitoring efforts. Assistance may involve revising the QA/QC manual for field meters and sampling activities, advising on questions about NPDES permit monitoring, maintaining and assisting with the setup of a Hach WIMS database for monitoring data, updating field sheets or monitoring checklists, maintaining a Google sample tracking form and database, sending daily emails on sample collection status, updating the SCADA reporting tool, reviewing request for proposals for testing solicitations, and other activities.

TASK 3: SELF-MONITORING REPORTS (SMRs)

RBI will assist the City with preparing and reviewing data files and cover letters for routine SMRs, which includes monthly, quarterly, and annual reports. RBI also will assist with preparation and review of the Discharge Monitoring Report (DMR) that is required with each SMR submittal. Both the DMR and SMRs are uploaded to the California Integrated Water Quality System (CIWQS) database. RBI will assist the City with preparing draft SMRs and will review draft SMR and DMR data files to ensure they contain the NPDES permit-required information, the calculated and analytical parameters are accurate, and the contents of the cover letter and any attachments are consistent with the reported data. RBI will work with the City to finalize the SMRs for upload to CIWQS and will coordinate with the City to ensure the SMRs are submitted and certified in CIWQS by the report due date. The City is responsible for conducting the final submittal and certification of SMRs in CIWQS. Hours budgeted are for providing assistance with SMRs/DMRs for the following submittals.

Report Type	Reporting Period	Report Due Date
Monthly	June 2025	August 1, 2025
Monthly	July 2025	September 1, 2025
Monthly	August 2025	October 1, 2025
Monthly	September 2025	November 1, 2025
Monthly	October 2025	December 1, 2025
Monthly	November 2025	January 1, 2026
Monthly	December 2025	February 1, 2026
Monthly	January 2026	March 1, 2026
Monthly	February 2026	April 1, 2026
Monthly	March 2026	May 1, 2026
Monthly	April 2026	June 1, 2026
Monthly	May 2026	July 1, 2026
Quarterly	2 nd Quarter 2025	August 1, 2025
Quarterly	3 rd Quarter 2025	November 1, 2025
Quarterly	4 th Quarter 2025	February 1, 2026
Quarterly	1 st Quarter 2026	May 1, 2026
Annual	Calendar Year 2025	February 1, 2026

TASK 4: NPDES PERMIT-REQUIRED ANNUAL REPORTS

RBI will prepare the following annual reports required by the NPDES permit. Draft reports will be prepared for review and comment by the City. The City's comments will be incorporated into a final report for the City to submit to CIWQS.

- Best Management Practices Plan for Salinity Annual Report due February 1, 2026

- Mercury Pollution Prevention Plan Annual Report due February 1, 2026

RBI will review and provide comments on the following draft reports prepared by the City.

- Annual Operations Report due February 1, 2026
- Industrial Pretreatment Program Annual Report due February 1, 2026

TASK 5: NPDES PERMIT RENEWAL SUPPORT

The following tasks are necessary to prepare a complete Report of Waste Discharge (ROWD), which is the application package for renewing the NPDES permit. These tasks will also allow RBI to advise the City of advanced actions that could better position the City for negotiating new requirements and effluent limitations of the renewed NPDES permit. The ROWD will request an increase in the permitted average dry weather flow discharge rate from 2.5 MGD to 4.5 MGD.

Task 5.1: Reasonable Potential Analysis

The Central Valley Water Board makes determinations regarding the need for effluent limitations in an NPDES permit through a reasonable potential analysis (RPA). Completing an RPA ahead of submitting the ROWD is informative because it gives the discharger advance notice of likely limitations, which can be useful if compliance strategies need to be developed or if a compliance schedule justification is needed as part of the ROWD submission. In addition, it provides a check on the RPA that permitting staff ultimately perform. RBI will conduct an RPA in accordance with current Central Valley Water Board procedures. The Central Valley Water Board utilizes a standardized MS Excel spreadsheet to conduct RPAs. RBI will utilize the data from the Effluent and Receiving Water Characterization monitoring conducted quarterly in 2024 to conduct the RPA and determine what, if any, new effluent limitations will be included in the renewed NPDES permit and identify the probability of compliance based on the effluent data set. The results of the RPA will be transmitted to the City in a technical memorandum.

Deliverable:

- *Reasonable Potential Analysis Results Technical Memorandum*

Task 5.2: Dilution Credit and Mixing Zone Request

RBI will prepare a dilution credit and mixing zone justification request for the 4.5 MGD permitted discharge rate for the following constituents:

- Trihalomethane (THM) compounds (bromoform, chloroform, chlorodibromomethane, and dichlorobromomethane)
- Barium
- Chronic toxicity

The dilution credit requests will be included as an appendix to the ROWD. The dilution credits will require computational modeling to determine the size of the mixing zone and effluent fractions in the receiving water downstream of the outfall under critical low-flow conditions.

The current NPDES permit grants dilution credit and a mixing zone for barium and THM compounds. The dilution credit developed for THMs incorporated hydraulic dilution and loss of THMs via volatilization within the San Joaquin River upon discharge from the CTF. The NPDES permit requires an updated dilution credit analysis for these constituents and the analysis is to rely on a site-specific study for THM volatilization. However, it is infeasible to conduct a site-specific study for THM compound volatilization in the San Joaquin River because CTF discharge rates and THM concentrations have not been sufficiently high to measure THM volatilization in the river downstream of the outfall. Consequently, the THM dilution credit will be developed using the best available information on THM volatilization in the San Joaquin River from studies previously implemented by RBI for the cities of Stockton and Turlock.

The CTF will also benefit from receiving dilution credit for new chronic toxicity requirements that will be implemented in the renewed permit pursuant to the current statewide toxicity policy.

Task 5.3: Report of Waste Discharge

RBI will prepare the ROWD for renewal of the CTF NPDES permit by the March 31, 2026, due date. RBI will prepare the ROWD, which will consist of: (1) the required application forms (Form 200, EPA Form 2A (NPDES), and EPA Form 2S (Sludge Disposal); and (2) a facility and discharge characterization and supplemental information to support justification of NPDES permit limitations. The ROWD will address the following topics:

- Service Area Description
- Wastewater Treatment and Disposal Facilities
- Biosolids Treatment and Disposal Facilities
- Effluent Discharge Characterization
- Source Control and Pollution Prevention
- Bay-Delta Plan Southern Delta Salinity Objectives Requirements for Alternative Effluent Limitations for Electrical Conductivity
- Requests for Renewed NPDES Permit (e.g., increased discharge capacity, dilution credits, adjustments to Monitoring and Reporting Program)

Appendices anticipated at this time include:

- Application forms
- Maps and Schematics

- Dilution Credits and Mixing Zones

A draft of the ROWD will be submitted to the City for review and comment. A final ROWD will be prepared that addresses the comments received from the City for submittal to the Central Valley Water Board. RBI will prepare the ROWD in PDF, as the Central Valley Water Board requires electronic file submittal.

Deliverable:

- *Report of Waste Discharge in PDF format*

TASK 6: TOXICITY COMPLIANCE SUPPORT

RBI will assist the City with scheduling, coordination, and reviewing results of routine, quarterly whole effluent toxicity (WET) testing required by the NPDES permit. RBI will advise the City on whether permit-required accelerated testing or a Toxicity Reduction Evaluation (TRE) has been triggered. In the event a TRE is triggered by the routine bioassay results, the City must submit a TRE Action Plan to the Central Valley Water Board within 30 days. Budget is provided for RBI to prepare one (1) TRE Action Plan for the City to provide a timely submittal, should a TRE be triggered. RBI will provide a separate scope and budget to provide assistance beyond the hours budgeted herein in the event that additional effort is required to assist implementing routine testing, accelerated testing, or a TRE. We assume that the City will contract laboratory testing services separate from RBI's contract and that Veolia operations staff will collect the effluent samples used for bioassay testing.

TASK 7: REGULATORY DEVELOPMENTS TRACKING AND REPORTING

The CTF is currently subject to several Central Valley Water Board initiatives, including CV-SALTS, the Delta Regional Monitoring Program, the Delta Mercury Control Program and Total Maximum Daily Load, Pyrethroid Control Program, and others. There may be other regulatory initiatives that the CTF would be affected by during FY25/26, including the State Water Resources Control Board's Clean Water Act section 303(d) listing process. As approved by the City, RBI will attend meetings for these initiatives, advocate for the City's interest, and advise the City on these initiatives and their impacts on the CTF. RBI will cost share these efforts with other RBI clients when feasible. RBI's effort on these activities is limited by the task budget.

TASK 8: GENERAL COMPLIANCE AND OPERATIONAL SUPPORT

As requested, RBI will provide general compliance and operational support to the City, including, but not limited to, the following items.

- Responding to Notices of Violations received from the Central Valley Water Board
- Presence at Central Valley Water Board inspections of the CTF
- Review of design plans
- THM compliance investigations

- Chlorination/dechlorination operational support
- Effluent temperature compliance with the NPDES permit effluent limitations and the State's Thermal Plan
- Support in obtaining contractors for compliance or CTF-related services
- Feedback to the City on adjustments to SCADA, PLCs, and CTF treatment processes/components to support NPDES permit compliance reporting
- Recycled water production under the NPDES permit and use throughout the City
- Sewer rate evaluation
- Implementing the Industrial Pretreatment Program

RBI's effort on these activities is limited by the task budget.

TASK 9: RECYCLED WATER ASSISTANCE

The City is exploring additional water sources to supplement its potable water system. RBI has facilitated meetings with the Central Valley Water Board and City management to evaluate options to utilize CTF recycled water to supplement this system, such as through an indirect potable reuse Aquifer Storage and Recovery (ASR) project, as well as the discharge of recycled water into the San Joaquin River, followed by downstream re-diversion of river water containing the discharged effluent.

This task includes budgeted support for RBI to continue assisting the City with these investigations. Potential efforts may involve compiling additional data and regulatory information related to indirect potable reuse, ASR, or surface water augmentation; developing a high-level project description; and coordinating further meetings. RBI's effort on these activities is limited by the task budget.

TASK 10: PROJECT MANAGEMENT

This task provides hours for RBI's Project Manager and Principal-in-Charge to oversee and direct RBI staff efforts on each task. This task provides time for project coordination by phone, email, and video conference with project team members, budget and schedule tracking, invoicing, and other duties to coordinate/administer the project.

TASK 11: REIMBURSABLE EXPENSES

This task provides budget to be used as needed for travel to and from the CTF or City offices and for other miscellaneous direct expenses such as specialized monitoring equipment used to investigate CTF issues (e.g., temperature loggers). This task also includes budget for fees associated with utilizing RBI software licenses needed for modeling the NPDES permit mixing zones.

Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested due to additional requests of Central Valley Water Board or City staff that are not identified herein, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

II. SCHEDULE

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a signed contract or written authorization to proceed.

III. CONTRACT AND BILLING ARRANGEMENT

RBI will complete the scope of work defined herein on a time-and-materials basis, with an authorized budget as shown in **Attachment 1**. RBI will not exceed the authorized budget amount without written approval. RBI will invoice the City monthly according its 2025 fee schedule in **Attachment 2** for all work activities completed in July through December 15, 2025. RBI adjusts rates effective December 16th of each year and will invoice the City monthly according to its 2026 rate schedule for work activities completed from December 16, 2025, through June 30, 2026.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 405-8918. We look forward to continuing to assist the City with its NPDES permitting and compliance needs.

Sincerely,



Paul Bedore, M.S.
Director of Wastewater & Stormwater Regulatory Services

Attachment 1: RBI Budget
Attachment 2: 2025 Fee Schedule

ATTACHMENT 1 RBI BUDGET

Lathrop NPDES Permit Renewal & Compliance Services										
	Managing Partner	Resource Director	Associate	Associate	Senior Engineer II	Project Engineer II	Project Scientist I	Staff Engineer II	Task Subtotal	Task Total
	Michael Bryan	Paul Bedore	Michelle Brown	Cameron Irvine	Cyle Moon	Kelly Valencia	Teresa Lopez	Matt Burgi		
PROFESSIONAL SERVICES										
Task 1: Compliance and Coordination Meetings	8	76			76				\$ 48,708	\$ 48,708
Task 2: Effluent and Receiving Water Monitoring										
Task 2.1: Scheduling and Coordination		12					24		\$ 9,080	\$ 32,856
Task 2.2: Review and Compile Data					6		24		\$ 7,080	
Task 2.3: Additional Services		8			20	6	20		\$ 16,716	
Task 3: Self-monitoring Reports (SMRs)	2	20			80		80		\$ 48,060	\$ 48,060
Task 4: NPDES Permit-required Annual Reports		2		8			20		\$ 7,462	\$ 7,462
Task 5: NPDES Permit Renewal Support										
Task 5.1: Reasonable Potential Analysis	1	2	8			28			\$ 10,214	\$ 77,936
Task 5.2: Dilution Credit and Mixing Zone Request	2	6	16		12	60			\$ 30,498	
Task 5.3: Report of Waste Discharge	2	8	24	4	8	60	24		\$ 37,224	
Task 6: Toxicity Compliance Support	2	10		24			16		\$ 14,582	\$ 14,582
Task 7: Regulatory Developments Tracking and Reporting	4	24		16					\$ 13,704	\$ 13,704
Task 8: General Compliance and Operational Support	8	40	10		50	40		24	\$ 47,648	\$ 47,648
Task 9: Recycled Water Assistance	16	2				15			\$ 10,042	\$ 10,042
Task 10: Project Management	24	56			16				\$ 30,728	\$ 30,728
Task 11: Reimbursable Expenses										
CORMIX Software License									\$ 500	\$ 2,000
Mileage and Miscellaneous Equipment									\$ 1,500	
Total by Staffperson	\$ 24,840	\$ 82,726	\$ 19,800	\$ 13,200	\$ 78,256	\$ 50,996	\$ 46,176	\$ 15,732		\$ 333,726
TOTAL BUDGET										\$ 333,726

ATTACHMENT 2

2025 FEE SCHEDULE

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour
♦ Managing Partner	\$360.00
♦ Partner	\$352.00
♦ Managing Principal Engineer/Scientist	\$343.00
♦ Principal Engineer/Scientist	\$325.00
♦ Resource Director	\$311.00
♦ Associate	\$300.00
♦ Senior Engineer/Scientist II	\$292.00
♦ Senior Engineer/Scientist I	\$278.00
♦ Project Engineer/Scientist III	\$254.00
♦ Project Engineer/Scientist II	\$244.00
♦ Project Engineer/Scientist I	\$222.00
♦ Staff Engineer/Scientist II	\$207.00
♦ Staff Engineer/Scientist I	\$190.00
♦ Technical Analyst	\$178.00
♦ Graphics/GIS	\$157.00
♦ Laboratory Compliance Specialist	\$153.00
♦ Administrative Assistant	\$118.00
♦ Intern	\$73.00

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December 16th.

Invoicing and Payments

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

ITEM 4.8

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06**

RECOMMENDATION: **Adopt Resolution to Approve a Construction Contract with Consolidated Engineering, Inc. for Construction of Manthey Road Pavement Rehabilitation, CIP PS 24-06**

SUMMARY:

Capital Improvement Project (CIP) PS 24-06 Manthey Road Pavement Rehabilitation (Project) was created to repair existing damaged pavement surface on Manthey Road from Stewart Road to Interstate 5 (I-5) southbound off ramps. The Project scope of work includes grinding off the existing pavement surface, installing glass grid, 3" of new Hot Mix Asphalt overlay with shoulder backing, installing new thermoplastic striping, and constructing a drainage swale.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 12, 2025 and June 24, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. City Clerk received and opened eight (8) bids on July 8, 2025. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Consolidated Engineering, Inc. (Consolidated Engineering) with a bid of \$721,362.

Staff request City Council approve a construction contract with Consolidated Engineering for construction of the Project in the amount of \$721,362 and authorize a 20% contingency of \$144,272 for a total construction budget of \$865,634.

Sufficient funds have been allocated within the approved Fiscal Year 2025-26 budget for CIP PS 24-06 to fund the construction contract and a 20% contingency.

BACKGROUND:

Through field observations, staff assessed the conditions of Manthey Road from Stewart Road to I-5 southbound off ramps and determined the need for rehabilitation. CIP PS 24-06 was created to rehabilitate the deteriorated pavement surface along Manthey Road. The Project scope of work consist of grinding off the existing pavement surface, installing glass grid, 3" of new Hot Mix Asphalt overlay with shoulder backing, installing new thermoplastic striping, and constructing a drainage swale.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06**

The bid solicitation package with plans and specifications for the construction of the Project was advertised on June 12, 2025 and June 24, 2025, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Eight (8) 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
Consolidated Engineering, Inc.	\$721,362 ⁰⁰
Tom Mayo Construction, Inc.	\$745,744 ⁰⁰
Knife River Construction	\$756,435 ⁰⁰
Dirt Dynasty, Inc.	\$789,280 ⁰⁰
George Reed, Inc.	\$847,913 ⁰⁰
Granite Rock Company	\$897,000 ⁰⁰
United Pavement Maintenance, Inc.	\$949,509 ⁵⁰
Martin General Engineering, Inc.	\$1,022,869 ⁸⁰

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Consolidated Engineering. Staff request City Council adopt a resolution approving a construction contract to Consolidated Engineering for \$721,362. Staff is also requesting City Council authorize a 20% construction contingency of \$144,272 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$865,634.

REASON FOR RECOMMENDATION:

Construction of CIP PS 24-06 is needed to repair potholes, cracks, and restore the pavement structure of Manthey Road. Pavement rehabilitation is a proactive strategy to preserve infrastructure, reduce long-term costs, and ensure the safety and comfort of road users.

FISCAL IMPACT:

Sufficient funds have been allocated within the approved Fiscal Year 2025-26 budget for CIP PS 24-06 to fund the construction contract and a 20% contingency.

ATTACHMENTS:

- A. Resolution to Approve a Construction Contract with Consolidated Engineering, Inc. for Construction of Manthey Road Pavement Rehabilitation, CIP PS 24-06
- B. Construction Contract with Consolidated Engineering, Inc. for Construction of Manthey Road Pavement Rehabilitation, CIP PS 24-06


CITY MANAGER'S REPORT

PAGE 3

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

APPROVE CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06

APPROVALS:



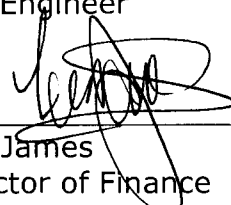
Angel Abarca
Assistant Engineer

7 / 9 / 2025
Date




Brad Taylor
City Engineer

7/9/2025
Date




Cari James
Director of Finance

7/9/2025
Date



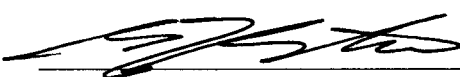
Michael King
Assistant City Manager

7/9/2025
Date



Salvador Navarrete
City Attorney

7-9-2025
Date



Stephen J. Salvatore
City Manager

7.9.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR CONSTRUCTION OF MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06

WHEREAS, Capital Improvement Project (CIP) PS 24-06 Manthey Road Pavement Rehabilitation (Project) was created to repair existing damaged pavement surface on Manthey Road from Stewart Road to Interstate 5 (I-5) southbound off ramps; and

WHEREAS, the Project scope of work includes grinding off the existing pavement surface, installing glass grid, 3" of new Hot Mix Asphalt overlay with shoulder backing, installing new thermoplastic striping, and constructing a drainage swale; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on June 12, 2025 and June 24, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, the City Clerk received and opened eight (8) bids on July 8, 2025; and

WHEREAS, based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Consolidated Engineering, Inc. (Consolidated Engineering) with a bid of \$721,362; and

WHEREAS, staff request City Council approve a construction contract with Consolidated Engineering for construction of the Project in the amount of \$721,362, authorize a 20% contingency of \$144,272 for a total construction budget of \$865,634 and authorize staff to spend up to the amount of the contingency to accomplish the goals of the project; and

WHEREAS, sufficient funds have been allocated within the approved Fiscal Year 2025-26 budget for CIP PS 24-06 to fund the construction contract and a 20% contingency.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Consolidated Engineering, Inc. for construction of Road Pavement Rehabilitation, CIP PS 24-06 for a cost of \$721,362; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 20% construction contingency of \$144,272 for a total construction budget of \$865,634 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 14th day of July 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

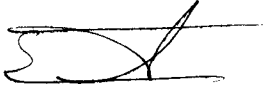
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **July 14th 2025**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Consolidated Engineering, 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 **MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06 (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: grind and dispose existing pavement surface, install glass grid, 3" of new Hot Mix Asphalt overlay with shoulder backing, install new thermoplastic striping, construct a drainage swale, and any task necessary to accomplish the aforementioned tasks.

3. 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: \$721,362

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 Consolidated Engineering, Inc. on July 8, 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 USC 1368), 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.

Seal:

CONTRACTOR:

By: _____

Name: _____

Title: _____

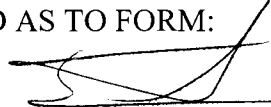
By: _____

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

**MANTHEY ROAD PAVEMENT REHABILITATION
CIP PS 24-06**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

Exhibit A

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

ATTENTION: City Clerk

FOR: **MANTHEY ROAD PAVEMENT REHABILITATION, CIP PS 24-06**

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.

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	32000 ⁻	32000 ⁻
2	Traffic Control	1	LS	33000 ⁻	33000 ⁻
3	Prepare and Implement Stormwater Pollution Prevention Plan (SWPPP)	1	LS	10000 ⁻	10000 ⁻
4	Lower and Raise Valve Covers	1	EA	1900 ⁻	1900 ⁻
5	Grind and Dispose Existing Asphalt	12,630	SY	4 ⁻	50520 ⁻
6	6" Digouts as Shown Per Plans	9,000	SF	4.20	37800 ⁻
7	Place HMA @ 3" Depth / Single Lift	2,410	TON	99 ⁻	238590 ⁻
8	Place Leveling Course @ 2.4" Depth	220	TON	111 ⁻	24420 ⁻
9	Install GlasGrid	88,800	SF	1.44	127872 ⁻
10	Shoulder Backing	520	TON	29 ⁻	15080 ⁻
11	Place HMA @ 3" Depth on Driveways	180	TON	120 ⁻	21600 ⁻
12	Construct New Drainage Swale per Plans	2,080	LF	48.55	100984 ⁻
13	Thermoplastic Striping - Caltrans Standard Detail 22	1,750	LF	3 ⁻	5250 ⁻
14	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 27B	8,370	LF	1.30	10881 ⁻
15	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 38	100	LF	2.10	210 ⁻
16	Thermoplastic Striping - 8" Yellow Line Diagonal	110	LF	5.50	605 ⁻
17	Thermoplastic Striping - 12" White Line	154	LF	8 ⁻	1232 ⁻
18	Thermoplastic Marking - STOP, AHEAD Legends	7	EA	368 ⁻	2576 ⁻
19	Signage as Shown per Plans	7	EA	736 ⁻	5152 ⁻
20	Thermoplastic Marking - Type I Arrow (24') (Thru)	2	EA	475 ⁻	950 ⁻
21	Thermoplastic Marking - Type IV Arrow (Left or Right)	2	EA	370 ⁻	740 ⁻
	TOTAL BID				\$ 721362

TOTAL BID : 721,362.00

TOTAL BID IN WORDS : SEVEN HUNDRED TWENTYONE THOUSAND THREE HUNDRED SIXTY TWO

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ITEM 4.9

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Find that an Emergency Exists, Approve Construction Contract with GSE Construction Company, Inc. for CTF Phase 4 Expansion, CIP WW 25-26 and Approve Budget Amendment**

SUMMARY:

The Consolidated Treatment Facility (CTF) Phase 2 requires several months of maintenance, during which wastewater flow will be diverted to the soon-to-be-completed Phase 3. However, current flows (1.7 Million Gallons per Day (MGD)) are nearing Phase 3's 2.0 MGD capacity. To prevent exceeding the capacity of Phase 3, causing a public health and safety emergency, and to provide system redundancy, the CTF must be expanded before Phase 2 goes offline. The proposed CTF Phase 4 Expansion, CIP WW 25-26 (Phase 4), will add 2.2 MGD, ensuring that there is enough capacity to treat the wastewater flows.

Staff recommend Council declare an emergency and authorize immediate funding for Phase 4 construction to protect essential sewer services, per Lathrop Municipal Code 2.36.080 and Public Contract Code sections 1102, 20168, and 22050. Staff request approval of a \$6,784,000 construction contract with GSE, plus a 10% contingency (\$678,400), and a budget amendment transferring \$2,500,000 from the MWQCF Collection Fund (6010), \$1,500,00 from the CTF MBR Sewer Fund (6080) and \$4,000,000 from the MBR Plant #1 (6110) Capital Replacement to cover all project costs, including \$537,600 for additional future project expenses.

BACKGROUND:

On November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Pacific Advanced Civil Engineering, Inc. (PACE) for design of Phase 3, CIP WW 22-38. City Council awarded a contract to GSE for the construction of the Project on August 12, 2024. Construction began on September 5, 2024, and is anticipated to be completed in spring of 2026.

Phase 3 was advanced to support development within the City, primarily River Islands who contributed 80% of the cost. With the completion of Phase 3, the CTF will have the capacity to process 4 MGD of wastewater.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT**

Phase 2 requires several months of maintenance, during which wastewater flow will be diverted to the soon-to-be-completed Phase 3. However, current flows (1.7 MGD) are nearing Phase 3's 2.0 MGD capacity. To prevent exceeding the capacity of Phase 3, causing a public health and safety emergency, and to provide system redundancy, the CTF must be expanded before Phase 2 goes offline. The proposed Phase 4 will add 2.2 MGD, ensuring that there is enough capacity to treat the wastewater flows.

Staff negotiated with GSE and GSE agreed to honor the Phase 3 unit costs for Phase 4 for a total contract cost of \$6,784,000. Since the unit costs were established in August of 2024, staff consider this cost to be competitive given that one year of inflation has not been applied.

The Phase 4 GSE contract will consist of building the two aeration tanks, underground piping and preparation of the headworks expansion only and staff will proceed diligently thereafter with the construction of the headworks and installation of other appurtenances.

Staff request Council find that an emergency exists that requires the City to undertake the immediate expenditure of public funds to construct Phase 4 to safeguard essential public sewer services pursuant to Lathrop Municipal Code 2.36.080 and Public Contract Code sections 1102, 20168, and 22050.

Staff also request Council approve a construction contract with GSE in the amount of \$6,784,000 plus a 10% contingency of \$678,400. In addition, staff request Council approve a budget amendment transferring \$2,500,000 from the MWQCF Collection Fund (6010), \$1,500,00 from the CTF MBR Sewer Fund (6080) and \$4,000,000 from the MBR Plant #1 (6110) to the CIP Project Fund to fund the \$6,784,000 construction contract, the 10% contingency of \$678,400 and \$537,600 for additional future items that may come up during construction.

REASON FOR RECOMMENDATION:

To prevent exceeding the capacity of Phase 3 during the Phase 2 maintenance, causing a public health and safety emergency, and to provide system redundancy, the CTF must be expanded before Phase 2 goes offline. The proposed CTF Phase 4 Expansion, CIP WW 25-26 (Phase 4), will add 2.2 MGD, ensuring that there is enough capacity to treat the wastewater flows.

CITY MANAGER'S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING
APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT

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FISCAL IMPACT:

Staff request a budget amendment transferring \$2,500,000 from the MWQCF Collection Fund (6010), \$1,500,00 from the CTF MBR Sewer Fund (6080) and \$4,000,000 from the MBR Plant #1 (6110) to the CIP Project Fund to fund the \$6,784,000 construction contract, a 10% contingency of \$678,400 and \$537,600 for additional future items that may come up during construction as detailed below:

<u>Increase Transfer Out</u>		
6010-9900-990-9010		\$2,500,000
<u>Increase Transfer Out</u>		
6080-9900-990-9010		\$1,500,000
<u>Increase Transfer Out</u>		
6110-9900-990-9010		\$4,000,000
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 25-26	\$8,000,000
<u>Increase Appropriation</u>		
6090-8000-420-12-00	WW 25-26	\$8,000,000

ATTACHMENTS:

- A. Resolution to Find that an Emergency Exists, Approve Construction Contract with GSE Construction Company, Inc. for CTF Phase 4 Expansion, CIP WW 25-26 and Approve Budget Amendment
- B. Construction Contract with GSE Construction Company, Inc. for Construction of the CTF Phase 4 Expansion, CIP WW 25-26

CITY MANAGER'S REPORT

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JULY 14, 2025 CITY COUNCIL REGULAR MEETING

APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT

APPROVALS:



Brad Taylor
City Engineer

7/1/2025
Date



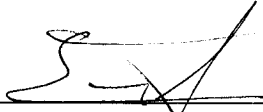
Cari James
Finance Director

7/8/2025
Date




Michael King
Assistant City Manager

7.2.2025
Date



Salvador Navarrete
City Attorney

7-2-2025
Date



Stephen J. Salvatore
City Manager

7.9.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO FIND THAT AN EMERGENCY EXISTS, APPROVE CONSTRUCTION CONTRACT WITH GSE CONSTRUCTION COMPANY, INC. FOR CTF PHASE 4 EXPANSION, CIP WW 25-26 AND APPROVE BUDGET AMENDMENT

WHEREAS, on November 8, 2021, City Council approved a Professional Services Agreement (PSA) with Pacific Advanced Civil Engineering, Inc. (PACE) for design of the Lathrop Consolidated Treatment Facility (CTF) Phase 3 Expansion, CIP WW 22-38 (Phase 3). City Council awarded a contract to GSE Construction, Inc. (GSE) for the construction of the Project on August 12, 2024. Construction began on September 5, 2024, and is anticipated to be completed in spring of 2026; and

WHEREAS, Phase 3 was advanced to support development within the City, primarily River Islands who contributed 80% of the cost. With the completion of the Phase 3 Expansion, the CTF will have the capacity to process 4 Million Gallons per Day (MGD) of wastewater; and

WHEREAS, Phase 2 requires several months of maintenance, during which wastewater flow will be diverted to the soon-to-be-completed Phase 3. However, current flows (1.7 MGD) are nearing Phase 3's 2.0 MGD capacity. To prevent exceeding the capacity of Phase 3, causing a public health and safety emergency, and to provide system redundancy, the CTF must be expanded before Phase 2 goes offline. The proposed Phase 4 will add 2.2 MGD, ensuring that there is enough capacity to treat the wastewater flows; and

WHEREAS, staff negotiated with GSE and GSE agreed to honor the Phase 3 unit costs for Phase 4 for a total contract cost of \$6,784,000. Since the unit costs were established in August of 2024, staff consider this cost to be competitive given that one year of inflation has not been applied; and

WHEREAS, the Phase 4 GSE contract will consist of building the two aeration tanks, underground piping and preparation of the headworks expansion only and staff will proceed diligently thereafter with the construction of the headworks and installation of other appurtenances; and

WHEREAS, staff request Council find an emergency exists that requires the City to undertake the immediate expenditure of public funds to construct Phase 4 to safeguard essential public sewer services pursuant to Lathrop Municipal Code 2.36.080 and Public Contract Code sections 1102, 20168, and 22050; and

WHEREAS, staff request Council approve a construction contract with GSE in the amount of \$6,784,000 plus a 10% contingency of \$678,400 and authorize staff to spend up to the amount of the contingency to accomplish the goals of the project; and

WHEREAS, staff request Council approve a budget amendment transferring \$2,500,000 from the MWQCF Collection Fund (6010), \$1,500,00 from the CTF MBR Sewer Fund (6080) and \$4,000,000 from the MBR Plant #1 (6110) to the CIP Project Fund to fund the \$6,784,000 construction contract, a 10% contingency of \$678,400 and \$537,600 for miscellaneous items that may come up during construction as follows:

<u>Increase Transfer Out</u>		
6010-9900-990-9010		\$2,500,000
<u>Increase Transfer Out</u>		
6080-9900-990-9010		\$1,500,000
<u>Increase Transfer Out</u>		
6110-9900-990-9010		\$4,000,000
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 25-26	\$8,000,000
<u>Increase Appropriation</u>		
6090-8000-420-12-00	WW 25-26	\$8,000,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby finds that an emergency exists that requires the City to undertake the immediate expenditure of public funds to construct Phase 4 to safeguard essential public sewer services pursuant to Lathrop Municipal Code 2.36.080 and Public Contract Code sections 1102, 20168, and 22050; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves approve a construction contract with GSE in the amount of \$6,784,000 plus a 10% contingency of \$678,400 and authorize staff to spend up to the amount of the contingency to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$2,500,000 from the MWQCF Collection Fund (6010), \$1,500,00 from the CTF MBR Sewer Fund (6080) and \$4,000,000 from the MBR Plant #1 (6110) to the CIP Project Fund to fund the \$6,784,000 construction contract, a 10% contingency of \$678,400 and \$537,600 for miscellaneous items that may come up during construction as detailed above.

The foregoing resolution was passed and adopted this 14th day of July 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

CONSTRUCTION CONTRACT

This Contract, dated July 14, 2025 is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **GSE Construction Company, Inc.**, (Contractor), whose Taxpayer Identification Number is 94-2667247.

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 **CTF PHASE 4 EXPANSION, CIP WW 25-26** (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 construction of (2) aeration tanks, underground piping and preparation of the headworks expansion.

Following issuance of Notice to Proceed, the Project shall be completed as follows:

- **Phase Four Operational: within 220 Working Days**
- **Completion of Project: within 250 Working Days**

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

Base Bid Total: \$6,784,000 (Six Million, Seven Hundred Eighty-Four Thousand Dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by **GSE Construction Company, Inc.** 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;

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CTF PHASE 4 EXPANSION
CIP WW 25-26

CONSTRUCTION CONTRACT

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- (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.

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CONSTRUCTION CONTRACT

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

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

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

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CONSTRUCTION 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

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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.

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CTF PHASE 4 EXPANSION
CIP WW 25-26

CONSTRUCTION CONTRACT

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet and General Conditions

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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CTF PHASE 4 EXPANSION
CIP WW 25-26

CONSTRUCTION CONTRACT

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Brad Taylor, City Engineer

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

BID PROPOSAL FORMS**EXHIBIT A**

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

ATTENTION: City Clerk

FOR: CTF PHASE 4 EXPANSION, CIP WW 25-26

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

BASIS OF AWARD

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

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CTF PHASE 4 EXPANSION
CIP WW 25-26

BID PROPOSAL FORMS

CTF PHASE 4 EXPANSION, CIP WW 25-26**BASE BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
A. General Conditions					
1	Mobilization / Bonds / Insurance	1	LS	\$254,500	\$254,500
2	Implement City-Provided SWPPP	1	LS	\$0	\$0
3	General Conditions	1	LS	\$124,500	\$124,500
4	Jobsite Trailer for City's Con Mgr., per Spec. Sec. 01510	1	LS	\$11,200	\$11,200
5	General Items Not Included Above	1	LS	\$0	\$0
	SUBTOTAL A				\$390,200
B. Civil Works Including Labor					
6	Demolition	1	LS	\$3,800	\$3,800
7	Dewatering, Excavation, Backfill	1	LS	\$491,500	\$491,500
8	Painting and Waterproofing	1	LS	\$44,000	\$44,000
9	New Headworks	1	LS	\$758,000	\$758,000
10	Yard Piping	1	LS	\$492,000	\$492,000
11	Structural Concrete	1	LS	\$3,088,000	\$3,088,000
	SUBTOTAL B				\$4,877,300
C. Mechanical Equipment					
12	Misc. Mech. Piping, Tubing, Sleeves	1	LS	\$409,500	\$409,500
13	Beams, Catwalks, Guiderails, and Grating	1	LS	\$567,000	\$567,000
	SUBTOTAL C				\$976,500
D. Electrical Equipment					
14	Yard Electrical Power	1	LS	\$253,000	\$253,000
15	Yard Electrical Control	1	LS	\$253,000	\$253,000
16	Local Conduit/Wire, Pull/Gutter Boxes, Disconnects -- Square D or equal	1	LS	\$34,000	\$34,000
	SUBTOTAL D				\$540,000

TOTAL BASE BID (A+B+C+D): \$6,784,000**TOTAL BASE BID IN WORDS: Six Million Seven Hundred Eighty-Four Thousand Dollars**

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:

- (2) Bidder's telephone number: _____

- (3) Bidder's fax number: _____

- (4) Bidder's Contractor's License (Class): _____

License No.: _____

Expires: _____

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

Name: _____ Date of Inspection: _____

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.	_____	_____	_____	_____ _____
2.	_____	_____	_____	_____ _____
3.	_____	_____	_____	_____ _____
4.	_____	_____	_____	_____ _____
5.	_____	_____	_____	_____ _____
6.	_____	_____	_____	_____ _____
7.	_____	_____	_____	_____ _____
8.	_____	_____	_____	_____ _____
9.	_____	_____	_____	_____ _____

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CTF PHASE 4 EXPANSION
CIP WW 25-26

BID PROPOSAL FORMS

Respectfully Submitted,

Dated

Legal Name of Firm

Signature of Authorized Representative

(Seal)

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

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.

GENERAL CONDITIONS**ARTICLE 1 -- DEFINITIONS**

Wherever used in these General Conditions, Special Conditions, General Requirements, Technical Specifications, Construction Documents or in any other part of these specifications the following terms have the meanings indicated:

Addenda - Written or graphic instruments issued prior to the opening of Bids, which make additions, deletions, or revisions to the Construction Documents.

Application for Payment - The form furnished by the CITY which is to be used by the CONTRACTOR to request progress or final payment and which includes such supporting documentation as is required by the Construction Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments, which protect against loss due to inability or refusal of the CONTRACTOR to perform its Contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the CITY and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

CITY - The public body or authority, corporation, association, firm, or person with whom the CONTRACTOR has entered into the Contract and for whom the WORK is to be provided. Said public body is The City of Lathrop, located at 390 Towne Centre Drive, Lathrop, California 95330.

CITY'S REPRESENTATIVE - Contract construction manager or City personnel at the City's discretion.

City Engineer - The City Engineer is the City Engineer of the City of Lathrop.

Construction Documents - The Notice to Contractors, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Conditions, Supplementary Conditions, Technical Specifications, Drawings, and all addenda, and change orders executed pursuant to the provisions of the Construction Documents.

Contract - The written contract between the CITY and the CONTRACTOR covering the WORK to be performed; when other documents are attached to the Contract they become part of the contract.

Contract Price - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Construction Documents.

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GENERAL CONDITIONS

Contract Time - The number of successive calendar days stated in the Construction Documents for the completion of the WORK.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Contract.

COST OF WORK – The sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Construction Documents or the State Standard Specifications; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Construction Documents; or work that has been damaged prior to the ENGINEER'S recommendation of final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Construction Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Contract - The date indicated in the Contract on which it was executed, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER – The person, firm, or corporation responsible for plan preparation and named as such in the Construction Documents.

Field Order - A written order issued by the City, which may or may not involve a change in the WORK.

Inspector – The person, firm, or corporation, as designated by the CITY as responsible for determining whether or not the WORK is constructed in accordance with the Construction Documents.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice of Award - The written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY would enter into a Contract.

Notice to Proceed - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

Owner – The Owner is the City of Lathrop located at 390 Towne Centre Drive, Lathrop, California 95330.

Partial Completion - Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the WORK.

Project - The total construction of which the WORK to be provided under the Construction Documents, may be the whole, or a part thereof.

Project Engineer – Who is the ENGINEER'S Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions.

Project Manager - The authorized representative of the City who is assigned to manage the Project.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK and all illustrations, brochures, standard schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the WORK.

Standard Plans - The latest edition of the Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Lathrop or its corresponding agency, office or officer acting under this contract.

Standard Specifications - The latest edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Lathrop or its corresponding agency, office or officer acting under this contract. Only those specific sections of the Standard Specifications that are referenced shall be incorporated into the Construction Documents.

Subcontractor - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by the Certificate of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Construction Documents, so that the WORK can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any work refers to substantial completion thereof.

Supplementary Conditions - The part of the Construction Documents, which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or Contractor.

Technical Specifications - Those portions of the Construction Documents consisting of the General Requirements and Technical Requirements.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK - The entire completed construction required to be furnished under the Construction Documents. WORK is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Construction Documents.

ARTICLE 2 -- PRELIMINARY MATTERS

2.1 Delivery of Bonds/Insurance Certificates

- A. When the CONTRACTOR delivers the signed Contracts to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Construction Documents.

2.2 Copies of Documents

- A. The CITY will send two (2) copies of the Contract to the Contractor for signature. After signing and returning both copies, the CITY shall furnish to the Contractor one (1) original copy of the executed Contract.

2.3 Commencement of Contract Time; Notice to Proceed

- A. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 Starting the Project

- A. The CONTRACTOR shall begin to perform the WORK within 10 working days after the commencement date stated in the Notice to Proceed, but no work shall be done at the site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Construction Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the CITY any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the CITY/ENGINEER before proceeding with any work affected thereby.

- C. The CONTRACTOR shall submit to the CITY for review by the CITY/ ENGINEER those documents called for under Section entitled "Contractor Submittals" in the General Requirements.

2.5 Subcontract Limitations

The CONTRACTOR shall perform not less than 30 percent of the Work with its own forces (i.e., without subcontracting). The 30 percent requirement shall be understood to refer to the Work, the value of which totals not less than 30 percent of the Contract Price.

2.6 Pre-Construction Conference

- A. A pre-construction conference attended by the CONTRACTOR, the CITY and others as appropriate will be held to discuss the WORK in accordance with the applicable procedures specified in the General Requirements. The CONTRACTOR shall submit the Project Schedule at this meeting.

2.7 Finalizing Schedules

- A. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the CITY, and others as appropriate will be held to finalize the schedules submitted in accordance with the General Requirements.

2.8 Hours of Work

- A. The CONTRACTOR shall schedule an 8-hour workday between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday unless otherwise approved by the CITY or modified in the Supplementary Conditions. No work requiring City inspection shall be allowed outside of normal working hours, or on weekends or holidays without written authorization of the CITY. Normal working hours are defined as being Monday through Friday, 8:00 a.m. to 5:00 p.m.

2.9 City Furnished Materials

- A. The CITY will not furnish any materials for this project. All materials required for the successful performance of this contract shall be furnished by the Contractor unless modified in the Supplementary Conditions.

ARTICLE 3 -- CONSTRUCTION DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent

- A. The Construction Documents comprise the entire contract between the CITY and the CONTRACTOR concerning the WORK. The Construction Documents are complementary; what is called for by one is as binding as if called for by all. The

Construction Documents will be construed in accordance with the law of the place of the State of California and local municipal codes and regulations.

- B. It is the intent of the Construction Documents to describe the WORK, functionally complete, to be constructed in accordance with the Construction Documents. Any work, materials, or equipment that may reasonably be inferred from the Construction Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Construction Documents) shall be effective to change the duties and responsibilities of the CITY, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Construction Documents.
- C. If, during the performance of the WORK, the CONTRACTOR finds a conflict, error, or discrepancy in the Construction Documents, the CONTRACTOR shall so report to the CITY in writing at once, and before proceeding with the work affected thereby, shall obtain a written interpretation, clarification, or correction from the ENGINEER.

3.2 Order of Precedence of Construction Documents

- A. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Construction Documents, the order of precedence shall be as follows:
1. Change orders
 2. Contract
 3. Addenda
 4. CONTRACTOR'S Bid (Bid Form)
 5. Supplementary Conditions
 6. Notice Inviting Bids
 7. Instructions to Bidders
 8. General Conditions
 9. Technical Specifications
 10. Referenced Standard Specifications
 - 10a. Caltrans Standard Specifications
 - 10b. Lathrop Design & Construction Standards
 11. Drawings

B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/change order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 Amending and Supplementing Construction Documents

- A. The Construction Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

3.4 Reuse of Documents

- A. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the CITY shall have or acquire any title to ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent.

3.5 Conflicts within Construction Documents

- A. Should the Construction Documents contain conflicts and/or contradictions, the more stringent shall apply at the CITY's discretion.

ARTICLE 4 -- AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

- A. The CITY shall furnish, as indicated in the Construction Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Construction Documents. Nothing contained in the Construction Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the CITY'S REPRESENTATIVE prior to said use; and, neither the CITY nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR'S unauthorized trespass or use of any such properties.

4.2 Physical Conditions - Subsurface and Existing Structures

- A. Explorations and Reports: Reference is made to the Paragraph entitled "Physical Conditions" of the Supplementary Conditions for identification of those reports of explorations and tests of sub- surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Construction Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such reports or the completeness thereof is the responsibility of the CONTRACTOR.
- B. Existing Structures: Reference is made to the Paragraph entitled "Physical Conditions" of the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Construction Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the CONTRACTOR.

4.3 Differing Site Conditions

- A. The CONTRACTOR shall notify the CITY'S REPRESENTATIVE in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 days from the discovery) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the WORK differing materially from those indicated, described, or delineated in the Construction Documents including those reports and documents discussed in Paragraph 4.2; and.
 - 2. Unknown physical conditions at the site of the WORK of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Documents including those reports and documents discussed in Paragraph 4.3.
- B. The CITY'S REPRESENTATIVE will review the pertinent conditions and determine the necessity of obtaining additional explorations or tests with respect thereto.
- C. If the CITY'S REPRESENTATIVE concludes that because of newly discovered conditions a change in the Construction Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.

- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the CITY and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.
- E. The CONTRACTOR'S failure to give notice of differing site conditions within 14 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.4 Physical Conditions – Underground Utilities

- A. Shown or Indicated: The information and data shown or indicated in the Construction Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the ENGINEER by the CITY, Underground Utility Companies or by others. Unless it is expressly provided in the Supplementary Conditions and/or the Section entitled "Protection and Restoration of Existing Facilities" of the General Requirements, the CITY and the ENGINEER shall not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Construction Documents, for coordination of the WORK with Underground Utility Companies during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.
- B. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Construction Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify to the CITY'S REPRESENTATIVE such Underground Utility and give written notice thereof in accordance with the requirements of the Supplementary Conditions and Section entitled "Protection and Restoration of Existing Facilities" of the General Requirements.

4.5 Reference Points

- A. The ENGINEER will provide the CONTRACTOR with drawings showing benchmarks and reference points as it deems necessary to establish lines and grades required for the completion of the Site Work specified in the Contract Documents. The CONTRACTOR shall make or furnish all surveys and set all construction stakes necessary for the completion of the work.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by professionally qualified personnel.

4.6 Asbestos, Hazardous Waste, or Toxic or Radioactive Materials

- A. If the CONTRACTOR observes, uncovers, or otherwise becomes aware of any asbestos, hazardous waste, or toxic or radioactive material at the site to which the CONTRACTOR or any Subcontractor, Supplier, or other person may be exposed, the CONTRACTOR shall immediately notify the CITY'S REPRESENTATIVE and thereafter confirm any oral notice in writing. The CITY'S REPRESENTATIVE shall promptly consult with the ENGINEER and the CONTRACTOR concerning such condition and determine the necessity of CITY'S retaining special consultants or qualified experts to deal therewith. The CONTRACTOR shall not perform any work in connection therewith prior to receipt of special written instructions from the CITY'S REPRESENTATIVE.

ARTICLE 5 -- BONDS AND INSURANCE**5.1 Performance and Other Bonds**

- A. The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price, a Payment Bond in the amount of 100 percent of the Contract Price, and a Warranty Bond in the amount of 10 percent of the final Contract Price as security for the faithful performance and payment of all the CONTRACTOR'S obligations under the Construction Documents. The Warranty Bond shall remain in effect at least until one year after the date of Acceptance of Public Improvements by the City as applicable, except as otherwise provided by Law or Regulation or by the Construction Documents. The CONTRACTOR shall also furnish such other Bonds as may be required by the Supplementary Conditions.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the CITY.

5.2 Insurance

- A. Category 3 "High Risk"

Insurance Requirements

- i. Commercial General Liability

a. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its

officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.

c. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

a. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

iii. Workers' Compensation and Employers' Liability- Statutory

a. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(Coverage can be waived by city, if Contractor, in writing, confirms not required to carry coverage)

iv. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.

- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

ARTICLE 6 -- CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

- A. The CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Construction Documents. The CONTRACTOR shall be responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Construction Documents.
- B. The CONTRACTOR shall designate in writing and keep on the work site at all times during its progress the technically qualified, English-speaking superintendent proposed by the CONTRACTOR in its bid and who shall not be replaced without written notice to the CITY. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the CITY'S REPRESENTATIVE.
- C. The CONTRACTOR'S supervisor or superintendent shall be present at the site of the WORK at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the WORK by the CONTRACTOR until such time as such supervisor or superintendent is again present at the site.

6.2 Labor, Materials, and Equipment

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Construction Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Construction Documents, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal State, Federal or CITY holiday without the written consent of the CITY'S REPRESENTATIVE.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may

be required under emergency conditions and may be ordered by the CITY'S REPRESENTATIVE in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event the CITY'S REPRESENTATIVE orders extra work and the change order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work or on Saturday, Sunday, or any legal holiday by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Construction Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Construction Documents. All Suppliers' warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the CITY'S REPRESENTATIVE, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Construction Documents; but no provisions of any such instructions will be effective to assign to the CITY, or any of the CITY's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

6.3 **Adjusting Progress Schedule**

- A. The CONTRACTOR shall submit any adjustments in the progress schedule to the CITY'S REPRESENTATIVE for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.4 **Substitutes or "Or-Equal" Items**

- A. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.5 Concerning Subcontractors, Suppliers, and Others

- A. The CONTRACTOR shall be responsible to the CITY and the ENGINEER for the acts and omissions of its subcontractors and their employees regardless of tier to the same extent as CONTRACTOR is responsible to the CITY and the ENGINEER for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the CITY or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime Contract.

6.6 Permits

- A. Contractor shall furnish the City a copy of a valid, current City of Lathrop Business License prior to the commencement of the work. Details may be found at <https://www.ci.lathrop.ca.us/documents>.
- B. Unless otherwise provided in the Supplementary Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis for claims for additional compensation. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all utility charges for connections to the WORK.
- C. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Construction Documents for use in the performance of the WORK and if to the actual knowledge of the CITY or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the CITY in the Construction Documents. The CONTRACTOR shall indemnify, defend and hold harmless the CITY and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Construction Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Laws and Regulations

- A. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the

WORK. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the CITY'S REPRESENTATIVE. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Construction Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. Where an individual State acts on occupational safety and health standards has been approved by Federal authority, then the provisions of said State act shall control.

6.8 Taxes

- A. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the WORK.

6.9 Use of Premises

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Construction Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by contract or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the CITY and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or the ENGINEER to the extent based on a claim arising out of the CONTRACTOR'S performance of the work.

6.10 Safety and Protection

- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR

shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the WORK and other persons and organizations who may be affected thereby;
 2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify CITY'S REPRESENTATIVE of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY'S REPRESENTATIVE.

6.11 Shop Drawings and Samples

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the CITY'S REPRESENTATIVE for review all shop drawings in accordance with the accepted schedule of Shop Drawings submittals specified in the General Requirements.
- B. The CONTRACTOR shall also submit to the CITY'S REPRESENTATIVE for review all samples in accordance with the accepted schedule of Sample submittals specified in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the WORK and the Construction Documents.

6.12 Continuing the Work

- A. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the CITY. No work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

6.13 Liquidated Damages

A. N/A

6.14 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY, the ENGINEER, and their officers, directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidentally to the Contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the CITY and/or the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its employees, or agents;
 6. Liabilities or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its employees, or agents; and,
 7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) incurred by said CITY in enforcing the provisions of this Paragraph 6.13.
- C. The indemnification obligation under this Paragraph 6.13 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 Contractor's Daily Reports

- A. The CONTRACTOR shall complete a daily report indicating manpower, major equipment, subcontractors, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms prepared by the CONTRACTOR and acceptable to the CITY, and shall be submitted to the CITY'S REPRESENTATIVE at the conclusion of each workday.

6.16 Assignment of Contract

- A. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the CITY except as imposed by law. If the CONTRACTOR violates this provision, the Contract may be terminated at the option of the CITY. In such event, the CITY shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

ARTICLE 7 -- OTHER WORK

7.1 Related Work at Site

- A. The CITY may perform other work related to the Project at the site by the CITY'S own forces, have other work performed by utility companies, or let other direct contracts therefore which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Construction Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each utility company and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and the others whose work will be affected.

- C. If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other contractor or utility company (or CITY), the CONTRACTOR shall inspect and report to the CITY'S REPRESENTATIVE in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR'S failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR'S work except for latent or non-apparent defects and deficiencies in the other work.

7.2 Coordination

- A. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 -- CITY'S RESPONSIBILITIES

8.1 Communications

- A. The CITY shall issue all its communications to the CONTRACTOR through the CITY'S REPRESENTATIVE.

8.2 Payments

- A. The CITY shall make payments to the CONTRACTOR as provided in Paragraphs 14.5 and 14.8.

8.3 Lands, Easements, And Surveys

- A. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraph 4.1. The CITY shall identify and make available to the CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures, which have been utilized by the ENGINEER in preparing the Drawings and Technical Specifications.

8.4 Change Orders

- A. The CITY shall execute Change Orders as indicated in Paragraph 10.1D.

8.5 Inspections and Tests

- A. The CITY'S responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.3B.

8.6 Suspension of Work

- A. In connection with the CITY'S right to stop work or suspend work, see Paragraphs 13.4 and 15.1. Paragraphs 15.2 and 15.3 deal with the CITY'S right to terminate services of the CONTRACTOR under certain circumstances.

ARTICLE 9 – CITY'S REPRESENTATIVE / ENGINEER'S STATUS DURING CONSTRUCTION**9.1 City's Representative**

- A. The CITY'S REPRESENTATIVE is the person, firm or corporation assigned to be the CITY'S representative during the construction period as set forth in the Supplementary Conditions. The duties and responsibilities and the limitations of authority of the CITY'S REPRESENTATIVE during construction are set forth in the Supplementary Conditions.

9.2 Visits to Site

- A. The CITY'S REPRESENTATIVE and/or the ENGINEER may make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Construction Documents. The CITY'S REPRESENTATIVE and/or the ENGINEER is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. The CITY'S REPRESENTATIVE and/or the ENGINEER shall not, during such visits or as a result of such observations of the CONTRACTOR'S work in progress, supervise, direct, or have control over the CONTRACTOR'S work.

9.3 Project Engineer

- A. The ENGINEER may furnish a Project Engineer to assist in observing the performance of the WORK. The Project Engineer is the ENGINEER'S agent.

9.4 Clarifications and Interpretations

- A. The ENGINEER, through the CITY'S REPRESENTATIVE, will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Construction Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Construction Documents.

9.5 Authorized Variations in Work

- A. The CITY'S REPRESENTATIVE and/or the ENGINEER may authorize minor variations in the WORK from the requirements of the Construction Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Construction Documents. These may be accomplished by a Field Order issued through the CITY'S REPRESENTATIVE and will require the CONTRACTOR to perform the work involved promptly. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.6 Rejecting Defective Work

- A. The CITY'S REPRESENTATIVE has authority to reject work, which the CITY'S REPRESENTATIVE and/or ENGINEER believes to be defective, and also has authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.

9.7 Contractor Submittals, Change Orders, and Payments

- A. In accordance with the procedures set forth in the General Requirements, the CITY'S REPRESENTATIVE and/or the ENGINEER will review all CONTRACTOR submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Construction Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Construction Documents. The CITY'S and the ENGINEER'S review shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
- B. In connection with the ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER'S responsibilities in respect of Applications for Payment, see Article 14.

9.8 Decisions on Disputes

- A. The CITY'S REPRESENTATIVE will be the initial interpreter of the requirements of the Construction Documents and judge of the acceptability of the WORK there under. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Construction Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the CITY'S REPRESENTATIVE in writing with a request for formal decision in accordance with this paragraph, which the CITY will render in writing within 30 days of receipt of the

request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the CITY'S REPRESENTATIVE promptly but in no event later than 30 days after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the CITY'S REPRESENTATIVE within 30 days after such occurrence unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim.

- B. When functioning as arbiter and judge, the ENGINEER shall not show partiality to the CITY or the CONTRACTOR and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Construction Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.
- C. All contracts between the Contractor and his subcontractors and suppliers regardless of tier shall include a provision that subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the CITY by all terms and provisions of the Contract, including this arbitration provision.

9.9 Limitation on Engineer's Responsibilities

- A. Neither the ENGINEER'S authority to act under this Article 9 or other provisions of the Construction Documents nor any decision made by the ENGINEER in good faith whether to exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Construction Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER and CITY as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Construction Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Construction Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER and the CITY any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.
- C. The ENGINEER and the CITY will not have authority over or be responsible for the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure

of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER and CITY will not be responsible for the CONTRACTOR'S failure to perform the WORK in accordance with the Construction Documents.

- D. The ENGINEER and CITY will not be responsible for the acts or omissions of the CONTRACTOR nor of any subcontractor, supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 -- CHANGES IN THE WORK

10.1 General

- A. Without invalidating the Contract and without notice to any surety, the CITY may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the CITY based on recommendations by the Engineer. Upon receipt of any such document, the CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Construction Documents.
- B. If the CITY and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, a claim may be made therefore as provided in Articles 11 or 12.
- C. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Construction Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- D. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
1. Changes in the WORK, which are ordered/recommended by the ENGINEER and agreed to by CITY pursuant to Paragraph 10.1A;
 2. Changes required because of acceptance of defective work under Paragraph 13.7;
 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;
or
 4. Any other changes agreed to by the parties.
- E. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR'S responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 Allowable Quantity Variations

- A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Construction Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the WORK in excess of 25 percent.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Construction Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the CITY and the CONTRACTOR. If the CITY and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

ARTICLE 11 -- CHANGE OF CONTRACT PRICE**11.1 General**

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.
- B. The Contract Price shall only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CITY promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the CITY in accordance with Paragraph 9.8A if the CITY and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Construction Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.

3. On the basis of the cost of work (determined as provided in Paragraphs 11.2 and 11.3) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in Paragraph 11.4).

11.2 Cost of Work (Based On Time and Materials)

- A. General: The CONTRACTOR shall provide an approximate value of any extra work to be performed prior to starting the extra work. The sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the CITY, the cost of work shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the CONTRACTOR shall each day, report to the CITY the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.
- B. Labor: The cost of labor used in performing extra work by the CONTRACTOR, a subcontractor, or other forces will be the sum of the following:
 1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the CITY that the services of foremen do not constitute a part of the overhead allowance.
 2. All payment imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the extra work and as later requested by the CITY, the CONTRACTOR shall furnish the CITY proof of labor compensation rates being paid.

- C. Materials: The cost of materials used in performing extra work will be the cost to the purchaser, whether CONTRACTOR or subcontractor, from the supplier thereof, except as the following are applicable:
 1. Trade discounts available to the purchaser shall be credited to the CITY notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the CITY'S REPRESENTATIVE. Markup except for actual costs incurred in the handling of such materials will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If in the opinion of the CITY'S REPRESENTATIVE the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The CITY reserves the right to furnish materials for the extra work and no claim shall be made by the CONTRACTOR for costs and profit on such materials.
- D. Equipment: The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the "Labor Surcharge and Equipment Rental Rates" as published by the Department of Transportation. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR'S control, through direct City control, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary Conditions, an equitable rental rate for the equipment will be established by the CITY'S REPRESENTATIVE. The CONTRACTOR may furnish cost data, which might assist the CITY'S REPRESENTATIVE in the establishment of the rental rate.
1. All equipment shall, in the opinion of the CITY'S REPRESENTATIVE, be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the CITY'S REPRESENTATIVE, in duplicate, a description of the equipment and its identifying number.
 3. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work Site: The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being

performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When CITY-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.2D, herein.
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.2B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

11.3 Special Services

- A. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the CITY'S REPRESENTATIVE in making estimates for payment for special services:
 1. When the CITY'S REPRESENTATIVE and the CONTRACTOR, by agreement, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its subcontractors, the special

service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the CITY'S REPRESENTATIVE, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.

- B. All work performed hereunder shall be subject to all of the provisions of the Construction Documents and the CONTRACTOR'S sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the CITY'S REPRESENTATIVE for review prior to the performance of any work hereunder.

11.4 Contractor's Fee

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the CITY'S REPRESENTATIVE, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the WORK the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2B, C, and D, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

<u>Actual Necessary Cost</u>	<u>Overhead and Profit Allowance</u>
Labor	15 percent
Materials	10 percent
Equipment	10 percent
Subcontractor.....	5 percent

- B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the CONTRACTOR may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent

increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction.

ARTICLE 12 -- CHANGE OF CONTRACT TIME

12.1 General

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by the CONTRACTOR to the CITY'S REPRESENTATIVE promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the CITY'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the CITY'S REPRESENTATIVE in accordance with Paragraph 9.8 if the CITY and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A.
- B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR provided that such time lost affects the critical path as shown on the CPM schedule if a claim is made therefore as provided in Paragraph 12.1A. Such delays shall include: acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage or freight embargoes.
- C. All time limits stated in the Construction Documents are of the essence of the Contract.

12.2 Extensions of Time for Delay Due to Inclement Weather

- A. Inclement weather is any weather condition or conditions resulting immediately there from, causing the CONTRACTOR to suspend construction operations or preventing the CONTRACTOR from proceeding with at least 75 percent of the normal labor and equipment force engaged on the work.
- B. Should the CONTRACTOR prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the conditions resulting from the weather, or the condition of the WORK prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the CONTRACTOR will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

- C. The CONTRACTOR shall base its construction schedule upon the inclusion of the number of days of inclement weather specified in paragraph entitled "Inclement weather delays" of the Supplementary Conditions. No extension of the Contract Time due to inclement weather will be considered until after the said number of days of inclement weather has been reached. However, no reduction in Contract Time will be made if said number of days of inclement weather is not reached.

**ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS;
CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

13.1 Warranty and Guarantee

- A. The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Construction Documents and will not be defective. Prompt notice of defects known to the CITY and ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 Access to Work

- A. The CITY'S REPRESENTATIVE, ENGINEER, other representatives of the CITY, testing agencies, and governmental agencies with jurisdictional interests shall have access to the WORK at reasonable times for their observation, inspections, and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections

- A. The CONTRACTOR shall give the CITY'S REPRESENTATIVE timely notice of readiness of the WORK for all required inspections, tests, or approvals.
- B. If Laws or Regulations of the CITY, or any public body having jurisdiction other than the CITY, require any work to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall be responsible for and shall pay all costs in connection with testing the work for compliance with the Construction Documents unless stated otherwise in the Supplementary Conditions. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or the ENGINEER'S acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR'S purchase thereof for incorporation in the WORK.
- C. The CITY'S REPRESENTATIVE will make, or have made, such inspections and tests as the CITY'S REPRESENTATIVE deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Construction Documents. Unless otherwise specified in the Supplementary Conditions, the cost of such inspection and testing will be borne by the CITY. In the event such inspections or tests reveal non-

compliance with the requirements of the Construction Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the CITY'S REPRESENTATIVE, as well as the cost of subsequent re-inspection and retesting. Neither observations by the CITY'S REPRESENTATIVE nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR'S obligation to perform the WORK in accordance with the Construction Documents.

- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY'S REPRESENTATIVE.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the CITY'S REPRESENTATIVE, it must, if requested by the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at the CONTRACTOR'S expense unless the CONTRACTOR has given the CITY'S REPRESENTATIVE timely notice of the CONTRACTOR'S intention to perform such test or to cover the same and the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.
- F. If any work is covered contrary to the written request of the CITY'S REPRESENTATIVE, it must, if requested by the CITY'S REPRESENTATIVE, be uncovered for the CITY'S REPRESENTATIVE observation and replaced at the CONTRACTOR'S expense.
- G. If the CITY'S REPRESENTATIVE considers it necessary or advisable that covered work be observed by the CITY'S REPRESENTATIVE or inspected or tested by others, the CONTRACTOR, at the CITY'S REPRESENTATIVE request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the CITY'S REPRESENTATIVE may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.4 City May Stop the Work

- A. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Construction Documents, the CITY'S REPRESENTATIVE may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the

CITY to stop the WORK shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

13.5 Correction or Removal of Defective Work

- A. If required by the CITY'S REPRESENTATIVE, the CONTRACTOR should promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the CITY'S REPRESENTATIVE, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

13.6 One Year Correction Period

- A. If within one year after the date of Substantial Completion/Notice of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Construction Documents or by any specific provision of the Construction Documents, any work is found to be defective in the CITY'S sole and absolute discretion, the CONTRACTOR shall promptly, without cost to the CITY and in accordance with CITY'S written notification, either correct such defective work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective work. If the CONTRACTOR does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, the CITY'S REPRESENTATIVE may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other professionals will be paid by the CONTRACTOR.

13.7 Acceptance of Defective Work

- A. The City may accept any work performed defectively. Any such acceptance of defective work shall not waive the City's right to enforce a one-year correction period listed above in Section 13.6(A) unless such a waiver is expressly included in the written acceptance of defective work by the City and the City receives an agreed upon decrease in the contract price in exchange for the release of the above referenced one-year warranty on any defective work accepted.
- B. If, instead of requiring correction or removal and replacement of defective work, the CITY prefers to accept the work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY'S REPRESENTATIVE evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Construction Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION**14.1 Schedule of Values (Lump Sum Price Breakdown)**

- A. The CONTRACTOR shall provide a Schedule of Values (lump sum price breakdown) for all "Lump Sum" items of work. The Schedule of Values shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the CITY'S REPRESENTATIVE.

14.2 Unit Price Bid Schedule

- A. Progress payments on account of Unit Price work will be based on the number of units completed.

14.3 Application for Progress Payment

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the CITY'S REPRESENTATIVE for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Construction Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S total earnings to date, plus the value of materials stored at the site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for materials stored at the site, but not yet incorporated in the WORK.
- C. The net payment due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified below and the total amount of all previous payments made to the CONTRACTOR.
 - 1. The CITY may retain 5 percent of each approved progress payment until the work is completed and accepted and release of retainage and other deduction as described in Section 14.10. occurs.
- D. The value of materials stored at the site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are

covered by appropriate property insurance and other arrangements to protect the CITY'S interest therein, all of which will be satisfactory to the CITY.

14.4 Contractor's Warranty of Title

- A. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the CITY no later than the time of final payment free and clear of all liens.

14.5 Review of Applications for Progress Payment

- A. The CITY'S REPRESENTATIVE will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment or return the Application to the CONTRACTOR indicating in writing the CITY's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with the CITY recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the CITY to the CONTRACTOR.
- B. The CITY may refuse to make payment of the full amount requested by the CONTRACTOR because claims have been made against the CITY on account of the CONTRACTOR'S performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the CITY to a credit against the amount recommended, but the CITY will give the CONTRACTOR written notice within 7 days stating the reasons for such action.

14.6 Partial Completion

- A. The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the CITY, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the WORK to be partially utilized shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial completion, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the CITY and the CONTRACTOR'S one year correction period shall commence only after the date of Substantial Completion/Notice of Completion for the WORK.

14.7 Substantial Completion

- A. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the WORK is substantially complete and request that the CITY'S REPRESENTATIVE prepare a Certificate of Substantial Completion/Notice of Completion. Within a reasonable time thereafter, the CONTRACTOR and the CITY'S REPRESENTATIVE shall make an inspection of the WORK to determine the status of completion. If the CITY'S REPRESENTATIVE does not consider the WORK substantially complete, the CITY'S REPRESENTATIVE will notify the CONTRACTOR in writing giving the reasons therefore. If the CITY'S REPRESENTATIVE considers the WORK substantially complete, the CITY'S REPRESENTATIVE will prepare for execution and recordation the Certificate of Substantial Completion/Notice of Completion signed by the CITY and CONTRACTOR, which shall fix the date of Substantial Completion/Notice of Completion. As applicable, there shall be attached to the Certificate/Notice a list of items to be completed or corrected before final payment.

14.8 Final Application for Payment

- A. After the CONTRACTOR has completed all correction work referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents, all as required by the Construction Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Construction Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all liens arising out of or filed in connection with the WORK.

14.9 Final Payment and Acceptance

- A. If, on the basis of the CITY'S REPRESENTATIVE'S observation of the WORK during construction and final inspection, and the CITY'S REPRESENTATIVE'S review of the final Application for Payment and accompanying documentation, all as required by the Construction Documents, the CITY'S REPRESENTATIVE is satisfied that the WORK has been completed and the CONTRACTOR'S other obligations under the Construction Documents have been fulfilled, the CITY'S REPRESENTATIVE will, within 14 days after receipt of the final Application for Payment, indicate in writing the CITY'S REPRESENTATIVE'S recommendation of payment and present the Application to the CITY for payment.
- B. After acceptance of the WORK by the CITY'S governing body, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Construction Documents, including the following items:

1. Liquidated damages, as applicable.
2. Two times the value of outstanding items of correction work or punch list items indicated on the Certificate of Substantial Completion/Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the CITY within the time stated on the Certificate of Substantial Completion/Notice of Completion; otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.

14.10 Release of Retainage and Other Deductions

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the CITY will release to the CONTRACTOR the retainage funds withheld pursuant to the Contract, less any deductions to cover pending claims against the CITY pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Certificate of Substantial Completion/Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the CITY within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the CITY under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

14.11 Contractor's Continuing Obligation

- A. The CONTRACTOR'S obligation to perform and complete the WORK in accordance with the Construction Documents shall be absolute. Neither recommendation of any progress or final payment by the CITY, nor the issuance of a Certificate of Substantial Completion/Notice of Completion, nor any payment by the CITY to the CONTRACTOR under the Construction Documents, nor any use or occupancy of the WORK or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Construction Documents or a release of the CONTRACTOR'S obligation to perform the WORK in accordance with the Construction Documents.

14.12 Final Payment Terminates Liability of City

- A. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less retainage as applicable, less deductions listed in Paragraph 14.9B herein. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the CITY and its agents from all claims of

liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act or neglect of the CITY or of any person relating to or affecting the WORK, except demands against the CITY for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion/Notice of Completion.

ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of Work by City

- A. The CITY, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the CITY'S REPRESENTATIVE of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

15.2 Termination of Contract by City (Contractor Default)

- A. In the event of default by the CONTRACTOR, the CITY may give 10 days' written notice to the CONTRACTOR of CITY'S intent to terminate the Contract and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or workmanship meeting the requirements of the Construction Documents; (3) disregard or violate provisions of the Construction Documents or CITY'S REPRESENTATIVE'S instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Construction Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the CITY may then issue the Notice of Termination.
- B. In the event the Contract is terminated in accordance with Paragraph 15.2A, herein, the CITY may take possession of the WORK and may complete the WORK by whatever method or means the CITY may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Contract not been terminated and the WORK completed in accordance with the Construction Documents. If such cost exceeds the balance, which would have been due, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the balance, which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 Termination of Contract by City (For Convenience)

- A. The CITY may terminate the Contract at any time if it is found that reasons beyond the control of either the CITY or CONTRACTOR make it impossible or against the CITY'S interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the CITY except: (1) for the value of work performed up to the date the Contract is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Contract is terminated, which would be needed in the WORK and which meet the requirements of the Construction Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the CITY'S REPRESENTATIVE in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 Termination of Contract by Contractor

- A. The CONTRACTOR may terminate the Contract upon 10 days written notice to the CITY, whenever: (1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Contract has not been received from the CITY within this time period; or, (2) the CITY should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Construction Documents and within 60 days after presentation to the CITY by the CONTRACTOR of a request therefore, unless within said 10-day period the CITY shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 -- MISCELLANEOUS**16.1 Giving Notice**

- A. Whenever any provision of the Construction Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 Title to Materials Found On the Work

- A. The CITY reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the WORK. Unless otherwise specified in the Construction Documents, neither the CONTRACTOR nor any subcontractor shall have any right, title, or interest in or to any

such materials. The CONTRACTOR will be permitted to use in the WORK, without charge, any such materials, which meet the requirements of the Construction Documents.

16.3 **Right to Audit**

- A. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR.

The CONTRACTOR shall make available to the CITY for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

(END OF SECTION)

SUPPLEMENTARY CONDITIONS**SC-1 GENERAL**

These Supplementary Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF CITY'S REPRESENTATIVE

Ken Reed, Senior Construction Manager shall be the designated CITY'S REPRESENTATIVE for the Project. The CITY'S REPRESENTATIVE shall act as directed by and under the supervision of the CITY and will confer with the CITY regarding its actions. The CITY'S REPRESENTATIVE'S dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER, and the CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication by the CONTRACTOR with the CITY will be only through or as directed by the CITY'S REPRESENTATIVE.

SC-3 COORDINATION WITH OTHER CONTRACTORS**A. Coordination**

Due to the nature of the work and its effects on other contracts and/or contractors in this project, the Contractor shall coordinate all work with the Engineer, other Contractors and utility companies.

SC-4 HOURS OF WORK

N/A

SC-5 CITY-FURNISHED MATERIALS**SC-6 PHYSICAL CONDITIONS – Subsurface and Existing Structures**

- A. Explorations & Reports N/A
- B. Existing Structures N/A

SC-7 PHYSICAL CONDITIONS – Underground Utilities

- A. Shown or Indicated N/A
- B. Not Shown or Indicated N/A

SC-8 BONDS

N/A

SC-9 INSURANCE

N/A

SC-10 SUBCONTRACTOR'S INSURANCE REQUIREMENTS

N/A

SC-11 BUILDER'S RISK INSURANCE

N/A

SC-12 PERMITS

N/A

SC-13 COORDINATION OF PARTIES

N/A

SC-14 EQUIPMENT

N/A

SC-15 INCLEMENT WEATHER DELAYS

N/A

SC-16 TESTS AND INSPECTION, OUTSIDE AGENCIES

N/A

SC-17 TESTS AND INSPECTION, CITY OF LATHROP

N/A

SC-18 APPLICATION FOR PROGRESS PAYMENT

N/A

(END OF SECTION)

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ITEM 4.10

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225
WITH CONDITIONS FROM K. HOVNANIAN HOMES
NORTHERN CALIFORNIA, INC.**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements in
Tract 3225 with Conditions from K. Hovnanian
Homes Northern California, Inc.**

SUMMARY:

K. Hovnanian Homes Northern California, Inc. (K. HOV) has completed the construction of the public improvements identified in the GASB 34 Reports, included as Attachment "C", associated with the Subdivision Improvement Agreement (SIA) for Final Map Tract 3225 ("Tract 3225").

Staff have inspected the improvements listed in Attachment "C," and the City Engineer has deemed them complete and in compliance with the approved plans and specifications, with one exception noted below. K. HOV has provided a one-year warranty bond equal to 10 percent of the completed construction costs, along with lien releases for the improvements proposed for acceptance. A vicinity map of the improvements is provided in Attachment "B."

All required improvements have been completed except for the installation of an electric meter for an irrigation controller, which is delayed pending PG&E review and approval, and the slurry seal of a portion of McKee. The Performance and Labor & Materials bonds associated with the SIA will remain in place until the City Engineer confirms that the outstanding work is complete.

The approximate value of the improvements proposed for acceptance is \$3,008,499.25, as shown in the GASB 34 Reports.

Staff recommend that City Council accept the completed improvements and accept the pending improvement contingent upon its completion.

BACKGROUND:

On January 27, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, including compliance with the California Environmental Quality Act (CEQA), adoption of the Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project. The land for Tract 3225 lies within the geographic boundaries of the VTM.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225 WITH CONDITIONS FROM K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**

The developer, Lathrop Mossdale Investors, LP (LMI), was required to use the low-density residential area of Tract 3225 as a recycled-water storage pond (S1) until a river discharge permit was obtained from the Regional Water Quality Control Board (RWQCB). LMI retained reversionary rights to the S1 land to regain title once alternative recycled-water disposal methods were funded by LMI.

LMI agreed to fund a portion of the Surface Water Discharge Project corresponding to the pro-rata share of the S1 pond. On January 8, 2024, the Council approved the Project Funding Agreement with LMI and a quitclaim deed transferring ownership of the S1 property to K. HOV at LMI’s request.

On July 8, 2024, City Council approved the Final Map for Tract 3225, establishing 66 single-family lots. In accordance with the Lathrop Municipal Code, approval of Tract 3225 included an SIA to ensure completion of public improvements.

Staff has inspected the public improvements associated with the SIA for Tract 3225, as listed in the GASB 34 Reports and the City Engineer has deemed them complete and in compliance with approved plans and specifications, with the exception of an electric meter that has not yet been installed for an irrigation controller due to delays in PG&E review and approval and the slurry seal of a portion of McKee Boulevard.

To guarantee completion of the remaining work for Tract 3225, Performance Bond No. SURU2210003499 in the amount of \$5,156,118 and Labor & Materials Bond No. SURU2210003499 in the amount of \$2,578,059 will remain in place until staff inspect the outstanding improvement and the City Engineer deems it complete. Upon completion, staff will release both the Performance and Labor & Materials bonds.

K. HOV has submitted a one-year warranty bond equal to 10 percent of the completed construction costs, along with lien releases for the improvements proposed for acceptance. The bonds are detailed in Table 1 below.

Table 1

Tract No.	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Maintenance Bond Number/Value
Tract 3225	SURU2210003499 \$5,156,118	SURU2210003499 \$2,578,059	SURU2210003499-M1 \$16,052.59
			SURU2210003499-M2 \$222,386.93
			SURU2210003499-M3 \$34,402.20

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225 WITH CONDITIONS FROM K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.****REASON FOR RECOMMENDATION:**

Staff has inspected the improvements listed in the GASB 34 Reports and confirmed that they have been completed in accordance with City specifications, with the exception of the electric meter for the irrigation controller and the slurry seal of a portion of McKee Boulevard.

Staff recommend City Council accept the completed public improvements listed in the GASB 34 Reports and accept the outstanding improvement contingent upon its completion and receipt of final unconditional lien releases. K. HOV has submitted lien releases and a one-year maintenance bond for the improvements proposed for acceptance.

FISCAL IMPACT:

The City's maintenance costs will increase to cover the accepted improvements. The warranty bond will cover any repairs or replacements due to defective materials or workmanship for the completed improvements that may become necessary during the one-year period beginning with this acceptance. Maintenance and operating costs will be funded from Mossdale Services CFD 2004-1.

ATTACHMENTS:

- A. Resolution to Accept Public Improvements in Tract 3225 with Conditions from K. Hovnanian Homes Northern California, Inc.
- B. Vicinity Map
- C. GASB 34 Reports


CITY MANAGER'S REPORT

PAGE 4

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225 WITH CONDITIONS FROM
K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.**


APPROVALS:



Bellal Nabizadah
Assistant Engineer

7/9/25

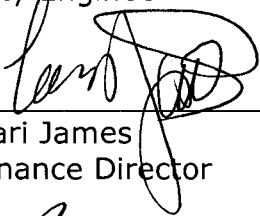
Date



Brad Taylor
City Engineer

7/9/2025

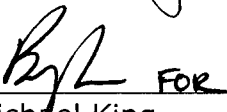
Date



Cari James
Finance Director

7/9/2025


Date



Michael King
Assistant City Manager

7/9/2025

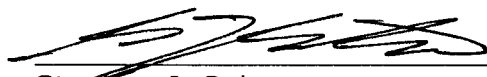
Date



Salvador Navarrete
City Attorney

7-9-2025

Date



Stephen J. Salvatore
City Manager

7.10.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS IN TRACT 3225 WITH CONDITIONS FROM K. HOVNANIAN HOMES NORTHERN CALIFORNIA, INC.

WHEREAS, on January 27, 2003, Council and Planning Commission approved the Mossdale Landing Project entitlements, including compliance with the California Environmental Quality Act (CEQA), adoption of the Urban Design Concept (UDC), Vesting Tentative Subdivision Map (VTM) for Tract 3142, VTM for Tract 3225, and a Development Agreement (DA) for the Mossdale Landing Project. The land for Tract 3225 lies within the geographic boundaries of the VTM; and

WHEREAS, the developer, Lathrop Mossdale Investors, LP (LMI), was required to use the low-density residential area of Tract 3225 as a recycled-water storage pond (S1) until a river discharge permit was obtained from the Regional Water Quality Control Board (RWQCB). LMI retained reversionary rights to the S1 land to regain title once alternative recycled-water disposal methods were funded by LMI; and

WHEREAS, LMI agreed to fund a portion of the Surface Water Discharge Project corresponding to the pro-rata share of the S1 pond. On January 8, 2024, the Council approved the Project Funding Agreement with LMI and a quitclaim deed transferring ownership of the S1 property to K. Hovnanian Homes Northern California, Inc. (K. HOV) at LMI's request; and

WHEREAS, on July 8, 2024, City Council approved the Final Map for Tract 3225, establishing 66 single-family lots. In accordance with the Lathrop Municipal Code, approval of Tract 3225 included a Subdivision Improvement Agreement (SIA) to ensure completion of public improvements; and

WHEREAS, an electric meter has not yet been installed for an irrigation controller due to delays in PG&E review and approval and the slurry seal of a portion of McKee Boulevard has not been completed. The Performance and Labor & Materials bonds associated with the SIA will remain in place until the City Engineer determines that the outstanding work is complete; and

WHEREAS, staff has inspected the public improvements associated with the SIA for Tract 3225, as listed in the GASB 34 Reports and the City Engineer has deemed them complete and in compliance with approved plans and specifications, with the exception of an electric meter that has not yet been installed for an irrigation controller due to delays in PG&E review and approval and the slurry seal of a portion of McKee Boulevard; and

WHEREAS, to guarantee completion of the remaining work for Tract 3225, Performance Bond No. SURU2210003499 in the amount of \$5,156,118 and Labor & Materials Bond No. SURU2210003499 in the amount of \$2,578,059 will remain in place until staff inspect the outstanding improvement and the City Engineer deems it complete. Upon completion, staff will release both the Performance and Labor & Materials bonds; and

WHEREAS, K. HOV has submitted a one-year warranty bond equal to 10 percent of the completed construction costs, along with lien releases for the improvements proposed for acceptance. The bonds are detailed in Table 1 below

Table 1

Tract No.	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Maintenance Bond Number/Value
Tract 3225	SURU2210003499 \$5,156,118	SURU2210003499 \$2,578,059	SURU2210003499-M1 \$16,052.59
			SURU2210003499-M2 \$222,386.93
			SURU2210003499-M3 \$34,402.20

; and

WHEREAS, staff have inspected the improvements listed in the GASB 34 Reports and confirmed that they have been completed in accordance with City specifications, with the exception of the electric meter for the irrigation controller and the slurry seal of a portion of McKee Boulevard; and

WHEREAS, staff recommend City Council accept the completed public improvements listed in the GASB 34 Reports and conditionally accept the outstanding improvement contingent upon its completion and receipt of final unconditional lien releases; and

WHEREAS, the City's maintenance costs will increase to cover the accepted improvements. The warranty bond will cover any repairs or replacements due to defective materials or workmanship for the completed improvements that may become necessary during the one-year period beginning with this acceptance. Maintenance and operating costs will be funded from Mossdale Services CFD 2004-1.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements within Tract 3225 from K. Hov; and

BE IT FURTHER RESOLVED, that City Council does hereby conditionally accept the pending public improvement contingent upon installation of the electric meter for the irrigation controller and the slurry seal of McKee Boulevard and authorize staff to release the bonds associated with the SIA after the City Engineer confirms completion and all required documents are received.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of July 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

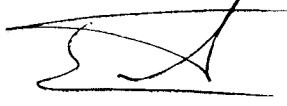
ABSENT:

Paul Akinjo, Mayor

ATTEST:

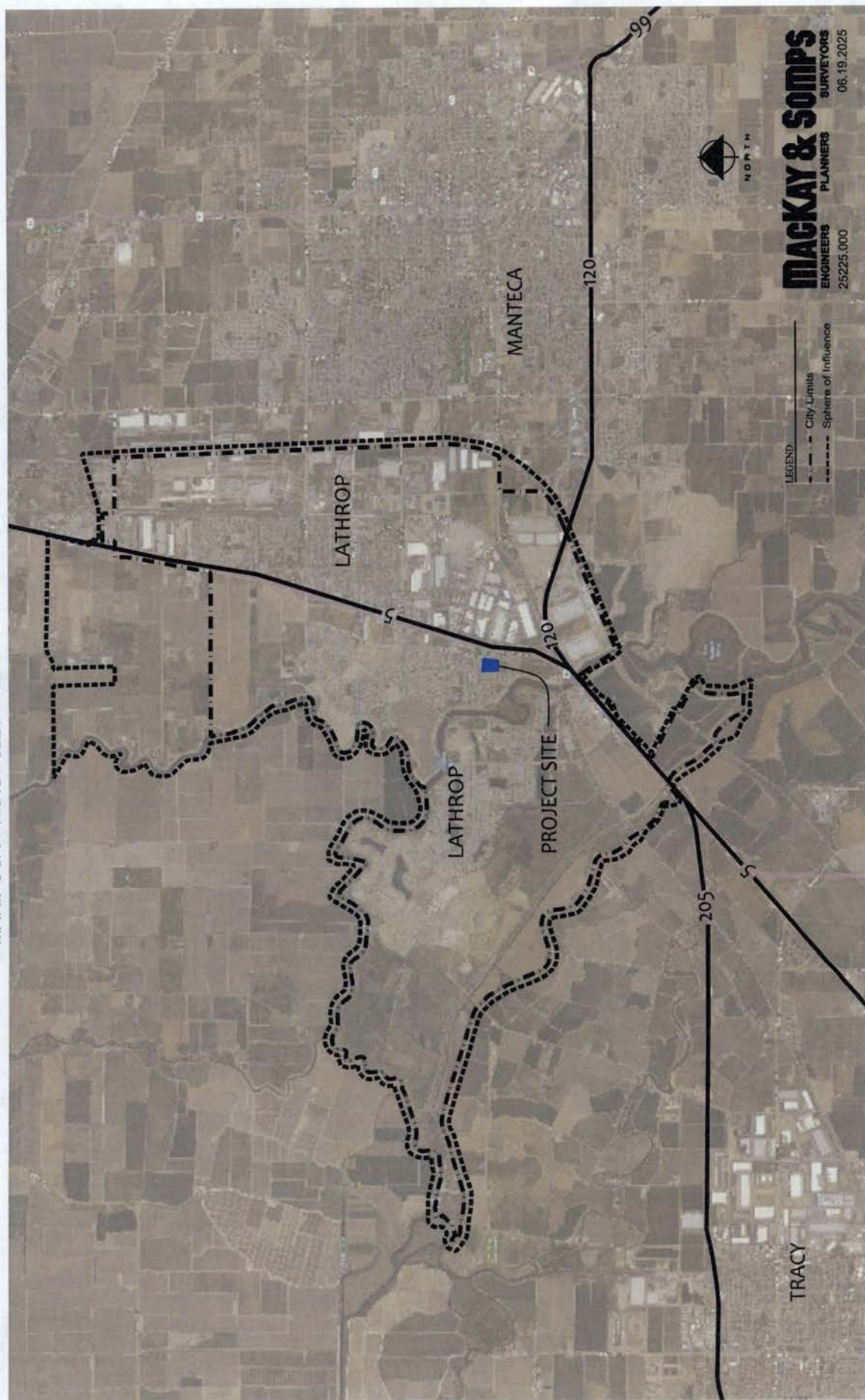
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

MARIPOSA - TRACT 3225 - REGIONAL VICINITY MAP



06-19-2025 9:21am Giuliana Aras P:\25225\RECORD DRAWINGS\TRACT 3225-REGIONAL MAP.DWG

MARIPOSA - TRACT 3225 - SITE MAP



0 100 200 400
SCALE: 1" = 200'

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
25225.000 6/19/2025

"C"

City of Lathrop
Project Acceptance
(GASB 34 Report)

Submitted By: Mackay & Soms - Ted Park

Date: 06/24/2025

Project: Tract 3225 - Neighborhood Improvements

Address: Tract 3225 - Escala @ Stanford Crossing, Bound by Brookhurst Dr,
Golden Valley Parkway, and McKee Blvd

	SOFT COSTS	Unit Price	Amount
4	Civil Engineering (Mackay & Soms)	\$120,900.00	\$120,900.00
5	Construction Staking (Mackay & Soms)	\$95,000.00	\$95,000.00
	Subtotal:		\$215,900.00

Item	Description	Unit	Qty	Unit Price	Amount
A	Fine Grade, Rock and Pave				
1	Finish Grade (BOW to BOW)	LS	1	\$100,000.00	\$100,000.00
2	5.5' AB @ Curb & Gutter	LF	5,050	\$4.25	\$21,462.50
3	4.5" AC/7.0" AB @ Streets	SF	64,650	\$4.05	\$261,832.50
4	12" Deep Lift @ McKee Blvd	LF	800	\$16.50	\$13,200.00
5	2" Grind & Overlay - McKee Blvd	SF	15,600	\$3.30	\$51,480.00
6	Striping and Markings	LS	1	\$19,000.00	\$19,000.00
7	Install Monument	EA	1	\$14,000.00	\$14,000.00
	Subtotal:				\$480,975.00

B	Concrete Work				
1	Vertical Curb and Gutter	LF	5,050	\$31.00	\$156,550.00
2	6' Separated Sidewalk	SF	23,250	\$8.30	\$192,975.00
3	Residential Driveways	EA	66	\$1,250.00	\$82,500.00
4	Curb Ramps	EA	8	\$4,950.00	\$39,600.00
	Subtotal:				\$471,625.00

C	Sanitary Sewer				
	Notice To Proceed	LS	1	\$84,600.00	\$84,600.00
	Total Items Below	LS	1	\$321,615.00	\$321,615.00
1	8" SDR-26	LF	2110		
2	4" Sewer Laterals	EA	66		
3	SSMH (48")	EA	11		
4	Connect to ex SS Stub	EA	1		
5	Dewatering	EA	23		
	Subtotal:				\$406,215.00

D	Storm Drain				
	Notice To Proceed	LS	1	\$62,100.00	\$62,100.00
	Total Items Below	LS	1	\$203,447.25	\$203,447.25
1	15" Polypropylene	LF	230		
2	18" Polypropylene	LF	1405		
3	24" Polypropylene	LF	150		
4	30" Polypropylene	LF	30		
5	SDMH (48")	EA	3		
6	Type 1 Catch Basins	EA	18		
7	Connect to ex SD Stub	EA	1		
	Subtotal:				\$265,547.25

Item	Description	Unit	Qty	Unit Price	Amount
E	Domestic Water				
	Notice to Proceed	LS	1	\$292,500.00	\$292,500.00
	Total Items Below	LS	1	\$165,483.00	\$165,483.00
1	8" C900 DR18	LF	2080		
2	8" Gate Valve	EA	9		
3	1.5" Water Service	EA	66		
6	Fire Hydrants	EA	6		
10	Connect to ex stub	EA	2		
Subtotal:					\$457,983.00
F	Streetlights				
1	Post-top Electrolier	EA	14	\$8,827.00	\$123,578.00
2	1 1/2" sch 40. pvc conduit with 2-#8 copper wire	LF	933	\$12.00	\$11,196.00
3	State #3-1/2 pull box	LF	30	\$225.00	\$6,750.00
Subtotal:					\$141,524.00
Hard Cost Subtotal					\$2,223,869.25
Softcost Total					\$215,900.00
Total					\$2,439,769.25

City of Lathrop
Project Acceptance
(GASB 34 Report)

Submitted By: MacKay & Soms - Ted Park

Date: 06/24/2025

Project: Tract 3225 - Sound Wall

Address: Tract 3225 - Escala @ Stanford Crossing, Bound by Brookhurst Dr,
Golden Valley Parkway, and McKee Blvd

SOFT COSTS		<u>Unit Price</u>	<u>Amount</u>
1	Bonding	\$24,878	\$24,878
		Subtotal:	\$24,878.00

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
A	Wall Construction				
1	up to 9' Tall Precast Masonry Sound Wall	LF	580	\$276.30	\$160,254.00
2	up to 6' Tall Precast Masonry Sound Wall	LF	930	\$197.60	\$183,768.00
				Subtotal:	\$344,022.00

Hard Cost Subtotal \$344,022.00
Softcost Total \$24,878.00

Total \$368,900.00

City of Lathrop
Project Acceptance
(GASB 34 Report)

Submitted By: MacKay & Soms - Ted Park

Date: 06/24/2025

Project: Tract 3225 - Landscaping

Address: Tract 3225 - Escala @ Stanford Crossing, Bound by Brookhurst Dr,
Golden Valley Parkway, and McKee Blvd

		<u>Unit Price</u>	<u>Amount</u>
SOFT COSTS			
1	Landscape Design (Jensen Landscapes) - Design costs will be included with Tract 3225 acceptance	\$0.00	\$0.00
2	Bonding	\$27,830.00	\$27,830.00
	Subtotal:		\$27,830.00

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
A	Landscape	LS	1	60,334.60	60,334.60
1	Percolation Testing	EA	1		
2	Soils Testing	EA	1		
3	Weed Abatement	EA	1		
4	Soil Preparation	SF	21500		
5	Fine Grading	SF	21500		
6	Root Barriers (24"x2' Panels)	LF	708		
7	15G Tree	EA	34		
8	1G Plant	EA	327		
9	2G Plant	EA	18		
10	5G Plant	EA	549		
11	ROW Planting Allowance	EA	1	1,750.00	
12	Mulch	SF	21500		
	Subtotal:				\$60,334.60
B	Irrigation	LS	1	100,191.30	100,191.30
	Subtotal:				\$100,191.30
F	General	LS	1	\$3674.10	\$3,674.10
1	Restroom & Wash Facility	LS	1		
2	Mobilization	EA	1		
3	Cleanup	LS	1		
4	Irrigation As-Builts	LS	1		
5	Traffic Control	LS	1		
6	Handle Spoils	LS	1		
7	90 day maintenance	Month	3	\$2,600.00	\$7,800.00
	Subtotal:				\$11,474.10

Hard Cost Subtotal \$172,000.00

Softcost Total \$27,830.00

Total \$199,830.00

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ITEM 4.11

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CITY MANAGER'S EXECUTION OF CHANGE ORDER NO. 3 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04**

RECOMMENDATION: **Adopt Resolution to Ratify City Manager's Execution of Change Order No. 3, Accept Public Improvements Constructed by George Reed, Inc. for Roth Road Pavement Rehabilitation CIP PS 25-04, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

SUMMARY:

George Reed Inc. (George Reed) completed construction of Capital Improvement Project (CIP) PS 25-04 for Roth Road Pavement Rehabilitation (Project). The scope of work consisted of grinding and overlaying 3" of Hot Mix Asphalt (HMA), installing glasgrid pavement reinforcement, and installing new signing and striping along Roth Road from Manthey Road to Intermodal Way. The contract amount was \$1,339,543 with an approved contingency of \$201,000.

During the construction phase, Change Orders No. 1 and No. 2, totaling \$162,838, were approved to address unforeseen pavement repairs. The Project has reached completion and a final change order of \$108,023 is needed, pending City Manager's ratification, to reconcile the ultimate quantities of the constructed bid. Staff requests that City Council adopt a resolution to ratify City Manager's execution of Change Order No. 3 with George Reed in the amount of \$108,023 for the final constructed bid quantities.

The total cost for the change orders and final balance is \$270,861. Of this, the approved contingency covers \$201,000, leaving a remaining balance of \$69,861. The California Department of Transportation (Caltrans) has authorized the release of \$1,694,522 in federal funds with a local match of \$285,000 for a total Project budget of \$1,979,522. Upon receiving reimbursement from Caltrans, the Project will have adequate funds to cover the remaining final balance.

The construction of CIP PS 25-04 has been successfully completed. Following a thorough inspection by our staff, the City Engineer has confirmed that the improvements meet all approved plans and specifications. George Reed 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.

CITY MANAGER’S REPORT
JULY 14, 2025 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER’S EXECUTION OF CHANGE ORDER NO. 3 AND ACCEPT
PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR ROTH
ROAD PAVEMENT REHABILITATION, CIP PS 25-04

PAGE 2

Staff requests City Council accept the improvements constructed by George Reed for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to George Reed in the amount of \$80,521 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On October 14, 2024, City Council created CIP PS 25-04 and approved a construction contract to George Reed for construction of the Project to rehabilitate Roth Road from Manthey Road to Intermodal Way. The Project removed the existing deteriorated pavement, reconstructed 3” of HMA overlay with glasgrid, and installed new thermoplastic striping and markings with reflective pavement markers.

George Reed completed construction of the Project. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the plans and specifications.

The construction costs referenced below capture all expenditures.

A.	Construction Contract Amount	\$	1,339,543
B.	Change Order 1 - Approved	\$	160,070
C.	Change Order 2 - Approved	\$	2,768
D.	Change Order 3 - Pending Ratification	\$	<u>108,023</u>
Total Construction Costs		\$	1,610,404

Staff request City Council accept the public improvements constructed by George Reed 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 George Reed in the amount of \$80,521 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 George Reed pursuant to the contract documents. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications.

The performance and payment bonds (Bond No.30232961) will be released and replaced with a one-year warranty bond (Bond No. 30232961, \$161,040) upon City Council’s acceptance of the improvements. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER'S EXECUTION OF CHANGE ORDER NO. 3 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04**

acceptance, due to defective materials or workmanship in connection with the completed improvements.

FISCAL IMPACT:

The approved contract amount was \$1,339,543. Throughout the construction phase, contract change orders totaling \$270,861 were issued, resulting in a final construction cost of \$1,610,404. The City secured \$1,694,522 in federal funding, complemented by a required local match of \$285,000, which together establishes a total Project budget of \$1,979,522, sufficient to successfully close out CIP PS 25-04. With the Project's completion, staff request the transfer of any unused local match funds back into the General Fund Street Repair Reserves (1010).

ATTACHMENTS:

- A. Resolution to Ratify the City Manager's Execution of Change Order No. 3, Accept Public Improvements Constructed by George Reed, Inc. for Roth Road Pavement Rehabilitation CIP PS 25-04, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Roth Road Pavement Rehabilitation, CIP PS 25-04
- C. Change Order No. 3 (Requested for Ratification)


CITY MANAGER'S REPORT

PAGE 4

JULY 14, 2025 CITY COUNCIL REGULAR MEETING


RATIFY CITY MANAGER'S EXECUTION OF CHANGE ORDER NO. 3 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04

APPROVALS:



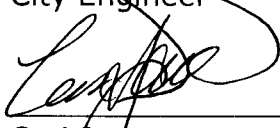
Angel Abarca
Assistant Engineer

7/10/2025
Date




Brad Taylor
City Engineer

7/10/2025
Date



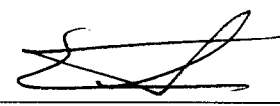
Cari James
Finance Director

7/10/2025
Date



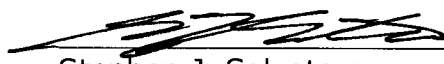
Michael King
Assistant City Manager

7/10/2025
Date



Salvador Navarrete
City Attorney

7-10-2025
Date



Stephen J. Salvatore
City Manager

7.10.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY CITY MANAGER'S EXECUTION OF CHANGE ORDER NO. 3, ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GEORGE REED, INC. FOR ROTH ROAD PAVEMENT REHABILITATION, CIP PS 25-04, AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, THE RELEASE OF CONTRACT RETENTION, AND THE RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, George Reed, Inc. (George Reed) has completed construction of Roth Road Pavement Rehabilitation, Capital Improvement Project (CIP) PS 25-04 (Project); and

WHEREAS, the Project consisted of removing the existing deteriorated pavement, reconstructing 3" of HMA overlay with pavement reinforcing fabric, and installing new thermoplastic striping and markings with reflective pavement markers; and

WHEREAS, during the construction phase, Change Orders No. 1 and No. 2, totaling \$162,838, were approved to address unforeseen pavement repairs.; and

WHEREAS, the Project has reached completion and a final change order of \$108,023 is needed, pending City Manager's ratification, to reconcile the ultimate quantities of the constructed bid; and

WHEREAS, staff requests that City Council adopt a resolution to ratify City Manager's execution of Change Order No. 3 with George Reed in the amount of \$108,023 for the final constructed bid quantities; and

WHEREAS, the total cost for the change orders and final balance is \$270,861. Of this, the approved contingency covers \$201,000, leaving a remaining balance of \$69,861; and

WHEREAS, the California Department of Transportation (Caltrans) has authorized the release of \$1,694,522 in federal funds with a local match of \$285,000 for a total Project budget of \$1,979,522. Upon receiving reimbursement from Caltrans, the Project will have adequate funds to cover the remaining final balance; and

WHEREAS, the construction of CIP PS 25-04 has been successfully completed. Staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, George Reed has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, George Reed has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance and payment bonds (Bond No.30232961) will be released and replaced with a one-year warranty bond (Bond No. 30232961, \$161,040) upon City Council's acceptance of the improvements; and

WHEREAS, with the Project's completion, staff request the transfer of any unused local match funds back into the General Fund Street Repair Reserves (1010); and

WHEREAS, staff request City Council accept the public improvements constructed by George Reed for Roth Road Pavement Rehabilitation, CIP PS 25-04; and

WHEREAS, staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk upon acceptance of the improvements, release of contract retention to George Reed in the amount of \$80,521 within forty-five (45) days after the recording of the Notice of Completion, and the release of the performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify City Manager's action to execute Contract Change Order No. 3 with George Reed, Inc., in the amount of \$108,023, for Roth Road Pavement Rehabilitation, CIP PS 25-04; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by George Reed for Roth Road Pavement Rehabilitation, CIP PS 25-04; 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, release of contract retention to George Reed in the amount of \$80,521 within forty-five (45) days after the recording of the Notice of Completion, and release of performance and payment bonds; and

BE IT FURTHER RESOLVED, that City Council also authorizes the return of unused local match funds back into the General Fund Street Repair Reserves (1010).

The foregoing resolution was passed and adopted this 14th day of July 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

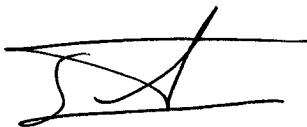
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**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)

"B"

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
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</u>

(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 14th day of July 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: George Reed, Inc.
- That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>George Reed, Inc.</u>	<u>P.O. Box 4760</u>	<u>Modesto</u>	<u>CA 95354</u>
- 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 PS 25-04 Roth Road Pavement Rehabilitation

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 **July 14, 2025** by **George Reed, 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 **July 14, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager



Attachment C

BALANCING CONTRACT CHANGE ORDER SUMMARY Roth Rd Pavement Rehabilitation, CIP PS 25-04

Bid Item List		Quantity	George Reed, Inc.						
			ORIGINAL COST			FINAL COST			
			Unit	Unit Cost	Subtotal	Quantity	Subtotal	Difference	
1	Mobilization, Bonds & Insurance	1	LS	\$43,250.50	\$43,250.50	1.00	\$43,250.50	\$0.00	
2	Traffic Control	1	LS	\$100,000.00	\$100,000.00	1.00	\$100,000.00	\$0.00	
3	Erosion and Sediment Control Plan (ESCP)	1	LS	\$4,500.00	\$4,500.00	1.00	\$4,500.00	\$0.00	
4	Lower and Raise Water Valve Covers (City of Lathrop)	17	EA	\$1,500.00	\$25,500.00	22.00	\$33,000.00	\$7,500.00	
5	Lower and Raise Sanitary Sewer Manhole Covers (City of	6	EA	\$2,000.00	\$12,000.00	6.00	\$12,000.00	\$0.00	
6	Lower and Raise Monument Covers	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	\$0.00	
7	Digouts as Shown per Plans	15,000	SF	\$0.85	\$12,750.00	26,729.00	\$22,719.65	\$9,969.65	
8	Remove and Replace In-Kind Traffic Signal Loop	1	LS	\$5,510.00	\$5,510.00	1.00	\$5,510.00	\$0.00	
9	Grind and Dispose 3" AC	235,900	SF	\$0.50	\$117,950.00	258,896.64	\$129,448.32	\$11,498.32	
10	Place HMA @ 3" Depth / Single Lifts	5,325	TON	\$116.00	\$617,700.00	8,067.30	\$703,806.80	\$86,106.80	
11	Install Tensor 8502 Glasgrid	265,000	SF	\$1.08	\$286,200.00	260,661.00	\$281,513.88	-\$4,686.12	
12	Remove and Construct Median Island	60	LF	\$118.50	\$7,110.00	64.00	\$7,584.00	\$474.00	
13	Thermoplastic Striping -12" White Line	400	LF	\$10.00	\$4,000.00	618.00	\$6,180.00	\$2,180.00	
14	Thermoplastic Striping - 8" Chevrons	240	LF	\$3.00	\$720.00	240.00	\$720.00	\$0.00	
15	Thermoplastic Striping - 8" White / Yellow Hatch	730	LF	\$3.00	\$2,190.00	730.00	\$2,190.00	\$0.00	
16	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 9	740	LF	\$1.00	\$740.00	1,080.00	\$1,080.00	\$340.00	
17	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 22	4,670	LF	\$3.50	\$16,345.00	4,125.00	\$14,437.50	-\$1,907.50	
18	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 25	1,310	LF	\$1.50	\$1,965.00	1,635.00	\$2,452.50	\$487.50	
19	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 27B	12,630	LF	\$1.50	\$18,945.00	11,984.00	\$17,976.00	-\$969.00	
20	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 29	1020	LF	\$7.00	\$7,140.00	835.00	\$5,845.00	-\$1,295.00	
21	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 32	525	LF	\$6.50	\$3,412.50	415.00	\$2,697.50	-\$715.00	
22	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 38	1700	LF	\$2.15	\$3,655.00	1,960.00	\$4,214.00	\$559.00	
23	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 37B	240	LF	\$2.00	\$480.00	170.00	\$340.00	-\$140.00	
24	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 41	120	LF	\$2.00	\$240.00	-	\$0.00	-\$240.00	
25	8' STOP, AHEAD, XING, KEEP, CLEAR Legends	30	EA	\$540.00	\$16,200.00	30.00	\$16,200.00	\$0.00	
26	Thermoplastic Marking -Type I Arrow	7	EA	\$140.00	\$980.00	7.00	\$980.00	\$0.00	
27	Thermoplastic Marking -Type IV Arrow (Left or Right)	30	EA	\$150.00	\$4,500.00	26.00	\$3,900.00	-\$600.00	
28	Thermoplastic Marking -Type VII Arrow	2	EA	\$270.00	\$540.00	-	\$0.00	-\$540.00	
29	Insert Blue RPM @ Fire Hydrant	8	EA	\$65.00	\$520.00	8.00	\$520.00	\$0.00	
30	Install Shoulder Backing	1	LS	\$500.00	\$500.00	1.00	\$500.00	\$0.00	
31	Install Signage per Plans	1	LS	\$19,500.00	\$19,500.00	1.00	\$19,500.00	\$0.00	
				Subtotal	\$1,339,543.00	Subtotal	\$1,447,565.65	\$108,022.65	
Contract Change Orders									
CCO 1	Median Sub-grade Removal and Deeplift Asphalt	1	LS	\$160,070.00	\$160,070.00	1	\$160,070.00	\$0.00	
CCO 2	Furnish and install additional signage	1	LS	\$2,768.00	\$2,768.00	1	\$2,768.00	\$0.00	
				Subtotal	\$162,838.00	Subtotal	\$162,838.00	\$0.00	
				Subtotal Bid Item List + CCO	\$1,502,381.00	Subtotal Contract Change + CCO		\$108,022.65	
				TOTAL CONTRACT AMOUNT					\$1,610,403.65
SUMMARY									

SUMMARY

Total Balancing Change Order	\$108,022.65
Original Contract Price	\$1,339,543.00
Approved Contract	\$1,339,543.00
Contract Bid Items Changes	\$108,022.65
Contract Change Orders	\$162,838.00
Total for extra work	\$270,860.65
Total Contract Amount After Change Orders	\$1,610,403.65
Approved Contingency	\$201,000.00
Approved Supplemental Contingency	
Total Approved Contingency	\$201,000.00
Remaining Contingency After Change Orders	-\$69,860.65

CHANGE ORDER JUSTIFICATION
Roth Road Pavement Rehabilitation Project
CIP # PS 25-04
CHANGE ORDER No. 3

Date: 5/22/25

Resolution: 24-5661

Project Name: Roth Road Rehabilitation Project

Contractor: George Reed Inc.

CIP: PS 25-04

Contract Amount : \$ 1,339,543.00

Contingency Amount: \$ 201,000.00

Lathrop City Council awarded a construction contract and authorized the City Manager to approve change orders up to the specified project contingency amount of \$ 201,000.00 if needed.

Balancing Change Order

The proposed balance change order provides final bid item quantities completed by the contractor (George Reed, Inc.) during construction of the project. It reconciles the differences between the original contract quantities and the actual quantities used or needed during construction. This is needed in order to provide a financial "true-up" before project closeout.

This Change Order gives authorization to the City Manager to approve Change Orders as needed up to the allowed contingency. Engineering is requesting City Manager to approve Change Order No. 3 in order to meet Building Compliance, ADA compliance and meet the expectations of the design as intended.

Submitted by: Zak Karver
Project Manager

 5.29.25

Approved by: Brad Taylor 6/2/2025
Brad Taylor, P.E., City Engineer

Acceptance by Contractor:

I have examined the quantities of contract items and amounts indicated as payment for extra work and deductions on the proposed final estimate. I agree to accept the total of \$1,610,403.65 as indicated, as total amount earned for all work performed on the above contract, except as may be indicated below.

Exceptions (check one)

☒ None

☐ As indicated on the attached letter dated: _____

George Reed, Inc.

Stephanie Fuller

6/12/2025

By: Stephanie Fuller Sf

Date

DocuSigned by:

Ed Berlier

6/13/2025

By: Ed Berlier

VP-GM

Date

City of Lathrop

Recommended By:

Tull KL

6-16-25

Project Manager

Date

Reviewed By:

Brad Taylor

6/18/2025

Brad Taylor, City Engineer

Date

Reviewed By:

[Signature]

7/9/25

Department Budget Analyst

Date

Approved As to Form By:

[Signature]

7-7-2025

Salvador Navarrete, City Attorney

Date

Approved By:

[Signature]

7.10.25

Stephen Salvatore, City Manager

Date

**CITY MANAGER'S REPORT
JULY 14, 2025, CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PARCEL MAP 25-01 FOR 2 LOTS IN TRACT 4205 WITHIN WOODLANDS EAST DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution to Approve Parcel Map 25-01 for 2 Lots in Tract 4205 within the Woodlands East District of River Islands**

SUMMARY:

The proposed Parcel Map 25-01, included as Attachment "B", is within the Woodlands East District of Phase 2 for the River Islands Project (Parcel Map). Califia, LLC (River Islands) is proposing two lots, one for a K-8 school and the other for a private gymnasium. Staff recommend City Council approve the proposed Parcel Map.

BACKGROUND:

On March 25, 2024, City Council approved a large lot final map, Tract 4205, within the Woodlands East District of Phase 2 of the River Islands Project (Tract 4205). The proposed Parcel Map will subdivide Lot 17 of Tract 4205 into two parcels, one for a proposed K-8 school, and the other for a private gymnasium site. River Islands applied for, and the City approved a tentative parcel map waiver for Parcel 17 of Tract 4205.

Tract 4205 placed a Public Utility Easement (PUE) over each parcel, including Parcel 17. After the filing of the Tract 4205, an Offer of Dedication for PUE was recorded in September 2024 at the request of PG&E that allowed the extension of its facilities to the site.

With the Parcel Map, the existing PUEs will be abandoned and more precise PUEs are proposed for the two resultant properties in accordance with City Standards and as required by the Subdivision Map Act. Council approval of the Parcel Map is necessary since Council approved the establishment of the existing PUE with Tract 4205.

REASON FOR RECOMMENDATION:

The Parcel Map will create two parcels for a proposed K-8 school and a private gymnasium in addition to adjusting the existing PUEs to be consistent with City Standards and the Subdivision Map Act.

FISCAL IMPACT:

There is no fiscal impact to the City as all costs are covered by development fees.

**CITY MANAGER'S REPORT
JULY 14, 2025, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP 25-01 FOR 2 LOTS IN TRACT 4205 WITHIN
WOODLANDS EAST DISTRICT OF RIVER ISLANDS**

PAGE 2

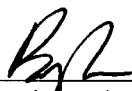
ATTACHMENTS:

- A. Resolution to Approve Parcel Map 25-01 for 2 Lots in Tract 4205 within the Woodlands East District of River Islands
- B. Parcel Map 25-01

**CITY MANAGER'S REPORT
JULY 14, 2025, CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP 25-01 FOR 2 LOTS IN TRACT 4205 WITHIN
WOODLANDS EAST DISTRICT OF RIVER ISLANDS**


PAGE 3

APPROVALS




Brad Taylor
City Engineer

7/7/2025
Date




Thomas Hedegard
Deputy City Manager

7/8/2025
Date



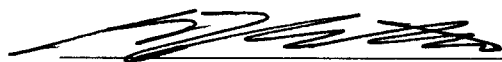
Michael King
Assistant City Manager

7/7/2025
Date



Salvador Navarrete
City Attorney

7.7-2025
Date



Stephen Salvatore
City Manager

7.9.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE PARCEL MAP 25-01 FOR 2 LOTS IN TRACT 4205 WITHIN THE WOODLANDS EAST DISTRICT OF RIVER ISLANDS

WHEREAS, on March 25, 2024, City Council approved a large lot final map, Tract 4205, within the Woodlands East District of Phase 2 of the River Islands Project (Tract 4205); and

WHEREAS, the proposed Parcel Map 25-01, included as Attachment "B" to the City Manager's Report, is within the Woodlands East District of Phase 2 for the River Islands Project (Parcel Map); and

WHEREAS, the proposed Parcel Map will subdivide Lot 17 of Tract 4205 into two parcels, one for a proposed K-8 school, and the other for a private gymnasium site. River Islands applied for, and the City approved a tentative parcel map waiver for Parcel 17 of Tract 4205; and

WHEREAS, Tract 4205 placed a Public Utility Easement (PUE) over each parcel, including Parcel 17. After the filing of the Tract 4205, an Offer of Dedication for PUE was recorded in September 2024 at the request of PG&E that allowed the extension of its facilities to the site; and

WHEREAS, with the proposed Parcel Map, the existing PUEs will be abandoned and more precise PUEs are proposed for the two resultant properties in accordance with City Standards and as required by the Subdivision Map Act.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop, Parcel Map 25-01 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 July 14, 2025 staff report.

The foregoing resolution was passed and adopted this 14th day of July 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

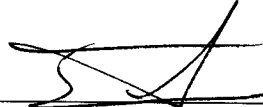
ABSENT:

Paul Akinjo, Mayor

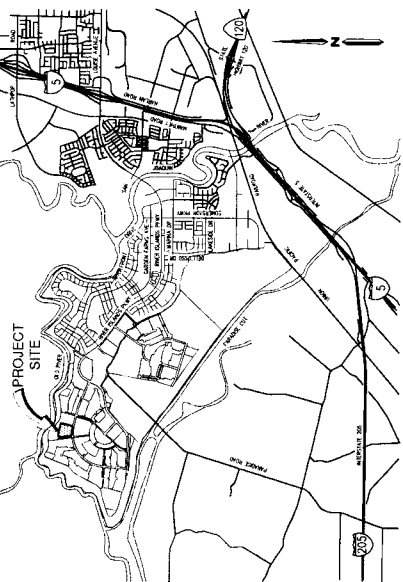
ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



VICINITY MAP
NOT TO SCALE

PARCEL MAP 25-01-PM RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION
OF PARCEL 17 OF TRACT 4205 (44 MAP 95),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2025



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "PARCEL MAP 25-01-PM", CITY OF LATHROP, COUNTY OF SAN JOAQUIN, CALIFORNIA, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON _____ DAY OF _____, 2025, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AS SHOWN ON SAID PARCEL MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.20 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(C) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT (P.U.E.) FOR PUBLIC PURPOSES, RECORDED SEPTEMBER 25, 2024, AS DOCUMENT NUMBER 2024-081616, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND AS SHOWN ON THE FINAL MAP OF TRACT 4205 FILED APRIL 24, 2024 IN BOOK 44 OF MAPS AND PLATS, PAGE 95, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS PARCEL MAP.

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/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/IT/ THEY 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 TEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE SOME RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED PARCEL MAP 25-01-PM, CITY OF LATHROP, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL 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. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES, UPON, OVER, AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS PARCEL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT). OWNER INTENDS TO SUBSIDE THE LAND SUBJECT TO THIS MAP WITH ANY AND ALL RIPARIAN RIGHTS OR OTHER WATER RIGHTS, AND IS ENTITLED THEREIN APPURTENANT OR RELATING TO THE LANDS, WHETHER SUCH WATER RIGHTS SHALL BE SEPARATELY OWNED OR NOT, AND THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT SUCH WATER RIGHTS DOES NOT INTEND BY THE RECORDATION OF THIS MAP TO SEVER THE RIPARIAN RIGHTS OF THE SUBJECT LANDS WITHIN THE BOUNDARIES OF THIS MAP OR THE SURROUNDING PROPERTIES.

OWNER: CALIFIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NAME: SUSAN DELL'OSSO
ITS: PRESIDENT
DATE: _____

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED OCTOBER 2, 2020, AS DOCUMENT NUMBER 2020-044455, AND AS AMENDED IN DOCUMENT RECORDED OCTOBER 2, 2020, AS DOCUMENT NUMBER 2020-044455, AND AS FURTHER AMENDED IN DOCUMENT RECORDED AUGUST 24, 2023, AS DOCUMENT NUMBER 2023-087147, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2025
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/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/IT/ THEY 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: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO THE TENTATIVE MAP NO. 6715 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 21-4938.

DATED THIS _____ DAY OF _____, 2025

RICARDO CASQUAT, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY ACCORDANT WITH THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF, EITHER STATE OR COUNTY, AND THAT THIS PARCEL MAP COMPLES WITH ALL THE PROVISIONS OF TITLE 16, CHAPTER 16.20 OF THE LATHROP MUNICIPAL CODE OF ORDINANCES, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED.

DATED THIS _____ DAY OF _____, 2025.



BRAD R. TAYLOR, P.E. 52223
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

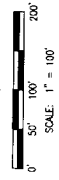
RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT _____ M
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
FEE: \$ _____

BY: _____
STILLE BESTOLARDES, COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

PARCEL MAP 25-01-PM RIVER ISLANDS - PHASE 2

A PORTION OF RANCHO EL PESCAUERO, BEING A SUBDIVISION OF PARCEL 17 OF TRACT 4205 (44 MAP 95), CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2025



- NOTES**
1. SEE SHEET 2 FOR REFERENCES
 2. SEE SHEET 2 FOR EASEMENT ABANDONMENT NOTES

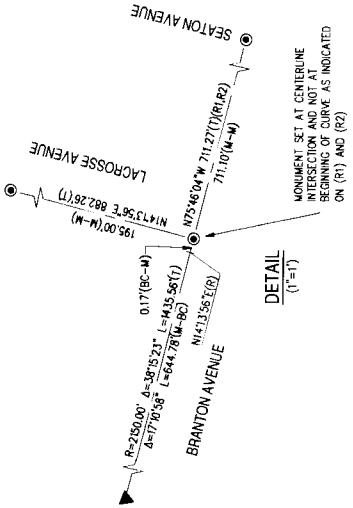
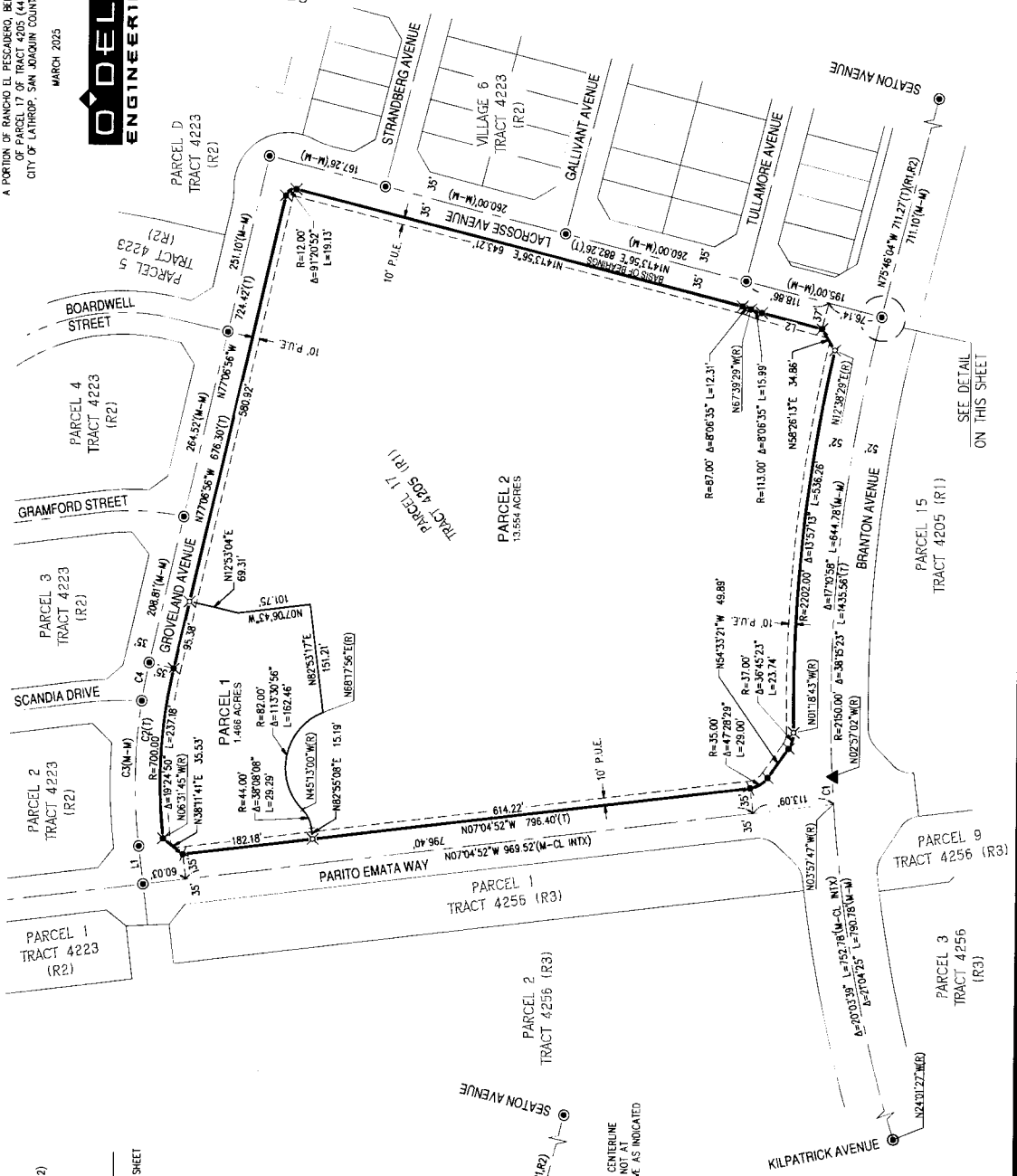
THE BEARING IS NORTH 141°55' EAST ALONG LACROSSE AVENUE, AS SHOWN PER TRACT 4223, FILED OCTOBER 31, 2024 IN BOOK 133, PAGE 133, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

PARCEL 1
TRACT 4223 (R2)

- MONUMENTATION NOTES**
- SET 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788"
 - ✕ SET 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"
 - ✕ 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 (R2)
 - FOUND MONUMENT PER (R1) & (R2), UNLESS OTHERWISE NOTED
 - FOUND 3/4" IRON PIPE WITH PLASTIC PLUS "PLS 7788" PER (R1) & (R2)
 - ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)

LEGEND

MEASURED AND RECORD DATA PER REFERENCE SHOWN
200.00' (R1)
(R1) DENOTES REFERENCE (R1) - SEE REFERENCE NOTE ON THIS SHEET
(W-M) MONUMENT TO MONUMENT
(M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
(R) RADIAL BEARING
(T) TOTAL
P.U.E. PUBLIC UTILITY EASEMENT
L1/C1 LINE CURVE
--- BOUNDARY
--- LOT LINE OR RIGHT-OF-WAY LINE
--- EASEMENT LINE
--- CENTERLINE



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N62°55'08"E	53.50'
L2	N14°13'55"E	86.57'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	2150.00'	110°46'	38.00'
C2	735.00'	19°57'55"	256.12'
C3	735.00'	15°44'32"	202.02'
C4	735.00'	4°13'04"	54.11'

ITEM 4.13

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A QUITCLAIM DEED TO ABANDON PUE, PAE, AND EVAE AND ACCEPT EASEMENT DEEDS FOR NEW PUE AND PAE WITHIN TRACT 4131 OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution to Approve a Quitclaim Deed to Abandon Public Utility Easements, Public Access Easement, and Emergency Vehicle Access Easement and Accept Easement Deeds for New Public Utility Easements and Public Access Easement within Tract 4131 of River Islands**

SUMMARY:

River Islands Stage 2B, LLC (River Islands) applied for, and the City approved, several lot line adjustments (LLAs) within Tract 4131 to modify certain lot lines to address changes in proposed lot sizes and geometry and to accommodate a new parkway strip and fence along Cowper Court. As a result of these LLAs, a number of easements recorded with the original Tract Map are no longer needed, have not been utilized to date, and are proposed to be replaced with new easements that correspond to the new lotting pattern created by the LLAs.

Therefore, staff recommend Council abandon obsolete easements, rendered unnecessary by recent LLAs, pursuant to California Streets & Highways Code § 8333. River Islands has offered new dedications for Public Utility Easements (PUE) and Public Access Easement (PAE) that align with the updated lotting pattern.

Staff recommend Council approve the Quitclaim Deed to abandon the existing obsolete easements and accept the offers of dedication for new easements.

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 2 of the project. The land for the proposed Final Map is within the geographic boundaries of VTM 6716 and Stage 2B.

On July 11, 2022, City Council approved the first version of the Final Map for Tract 4131 (Final Map), but at River Islands' request it was never recorded after the prior homebuilder declined to purchase or develop the site.

On October 9, 2023, City Council rescinded the previous approval and adopted a second version of the Final Map, in which River Islands adjusted lots to accommodate both a primary and secondary dwelling unit.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING**APPROVE A QUITCLAIM DEED TO ABANDON PUE, PAE, AND EVAE AND ACCEPT EASEMENT DEEDS FOR NEW PUE AND PAE WITHIN TRACT 4131 OF RIVER ISLANDS**

On March 25, 2025, City Council again rescinded its prior approval and adopted a third version of the Final Map which was to accommodate the primary dwelling units only.

River Islands applied for, and the City approved, several LLAs within the Final Map to modify certain lot lines to address changes in proposed lot sizes and geometry and to accommodate a new parkway strip and fence along Cowper Court. As a result of these LLAs, a number of easements recorded with the original Final Map are no longer needed, have not been utilized to date, and are proposed to be replaced with new easements that correspond to the new lotting pattern created by the LLAs.

Under California Streets and Highways Code Section 8333, easements dedicated or acquired more than one year but less than five years before a proposed vacation, and not continuously used since, may be vacated. Because these easements meet those criteria, City Council may abandon them without a public hearing. This summary vacation does not alter the underlying land designation or zoning of Tract 4131.

Abandoning the existing easements pose no conflict with any current conditions or development agreements. River Islands has offered new dedications for easements that match the revised lotting pattern. Staff recommend City Council approve the Quitclaim Deed to abandon the existing obsolete easements and accept easement deeds for the new easements. A sample of an easement deed is included in Attachment "D".

REASON FOR RECOMMENDATION:

River Islands requests abandonment of the existing easements in Tract 4131 and dedication of new easements. Because the existing easements no longer align with the updated lot layout resulting from approved LLAs, staff support River Islands' proposal and recommend Council abandon the existing obsolete easements and accept the new dedications.

FISCAL IMPACT:

There is no cost to the City to execute the Quitclaim deed. All costs for City staff time have been paid by River Islands.

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE A QUITCLAIM DEED TO ABANDON PUE, PAE, AND EVAE AND
ACCEPT EASEMENT DEEDS FOR NEW PUE AND PAE WITHIN TRACT 4131 OF
RIVER ISLANDS**

ATTACHMENTS:

- A. Resolution to Approve a Quitclaim Deed to Abandon Public Utility Easements, Public Access Easements, and Emergency Vehicle Access Easement and Accept Easement Deeds for New Public Utility Easements and Public Access Easement within Tract 4131 of River Islands
- B. Proposed Quitclaim Deeds from City to Village KK, LLC
- C. Depiction of New Proposed Easements in Tract 4131
- D. Sample Easement Deed for New Public Utility Easement

CITY MANAGER'S REPORT

PAGE 4

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE A QUITCLAIM DEED TO ABANDON PUE, PAE, AND EVAE AND
ACCEPT EASEMENT DEEDS FOR NEW PUE AND PAE WITHIN TRACT 4131 OF
RIVER ISLANDS**

APPROVALS



Bellal Nabizadah
Assistant Engineer

7/9/25

Date



Brad Taylor
City Engineer

7/9/2025

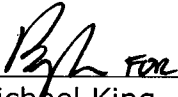
Date



Thomas Hedegard
Deputy City Manager

7/9/2025

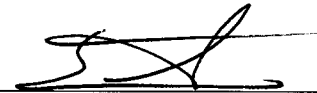
Date



Michael King
Assistant City Manager

7/9/2025

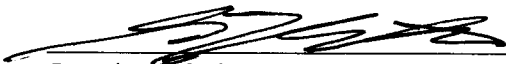
Date



Salvador Navarrete
City Attorney

7-9-2025

Date



Stephen Salvatore
City Manager

7.10.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A QUITCLAIM DEED TO ABANDON PUBLIC UTILITY EASEMENTS, PUBLIC ACCESS EASEMENT, AND EMERGENCY VEHICLE ACCESS EASEMENT AND ACCEPT EASEMENT DEEDS FOR NEW PUBLIC UTILITY EASEMENTS AND PUBLIC ACCESS EASEMENT WITHIN TRACT 4131 OF RIVER ISLANDS

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 2 of the project. The land for the proposed Final Map is within the geographic boundaries of VTM 6716 and Stage 2B; and

WHEREAS, on July 11, 2022, City Council approved the first version of the Final Map for Tract 4131 (Final Map), but at the request of River Islands Stage 2B, LLC (River Islands), it was never recorded after the prior homebuilder declined to purchase or develop the site; and

WHEREAS, on October 9, 2023, City Council rescinded the previous approval and adopted a second version of the Final Map, in which River Islands adjusted lots to accommodate both a primary and secondary dwelling unit; and

WHEREAS, on March 25, 2025, City Council again rescinded its prior approval and adopted a third version of the Final Map which was to accommodate the primary dwelling units only; and

WHEREAS, River Islands applied for, and the City approved, several lot line adjustments ("LLAs") within the Final Map to modify certain lot lines to address changes in proposed lot sizes and geometry and to accommodate a new parkway strip and fence along Cowper Court; and

WHEREAS, as a result of recently approved LLAs, a number of easements recorded with the original Final Map for Tract 4131, a subdivision within the City of Lathrop, are no longer needed, have not been utilized to date, and are proposed to be replaced with new easements corresponding to the updated lotting pattern created by the LLAs; and

WHEREAS, under California Streets and Highways Code Section 8333, easements dedicated or acquired more than one year but less than five years prior to a proposed vacation, and not continuously used since, may be vacated; and

WHEREAS, the existing easements satisfy the requirements of California Streets and Highways Code Section 8333; their vacation will not alter the underlying land-use designation or zoning of Tract 4131; and River Islands has offered new easements aligned with the approved LLAs; and

WHEREAS, River Islands has requested the abandonment of the existing easements in Tract 4131 and the dedication of new easements that reflect the updated lotting configuration; and

WHEREAS, the existing easements no longer align with the updated layout resulting from the approved LLAs, City staff support River Islands' request and recommends that the City Council abandon the existing easements and accept the new dedications offered.

NOW, THEREFORE, BE IT RESOLVED, City council of the City of Lathrop finds that the existing easements no longer align with the updated lot layout resulting from approved LLAs; the abandonment of the existing easements are made pursuant to the California Streets and Highways Code Section 8333; and the abandonment is consistent with the adopted City of Lathrop General Plan; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop hereby authorizes and directs the City Manager, or their designee, to execute the Quitclaim Deed attached as "Attachment B" to the City Manager's Report accompanying this Resolution, thereby formally abandoning the obsolete easements within Tract 4131; and

BE IT FURTHER RESOLVED, that to accommodate the updated lot layout, the City Council of the City of Lathrop hereby accepts easement deeds for new easements within Tract 4131, depicted in "Attachment C" to the City Manager's Report accompanying this Resolution, and authorizes the City Clerk, or their designee, to execute the acceptance of said easements by separate documents in a form similar to the sample included as Attachment "D" to the City Manager's Report accompanying this Resolution.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of July 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

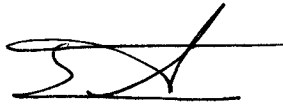
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

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 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, THE CITY OF LATHROP, a municipal corporation ("Grantor"), does hereby remise, release, and forever quitclaim to VILLAGE KK, LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, any and all right, title, and interest in and to those certain Easements situated in the City of Lathrop, County of San Joaquin, State of California, particularly described and depicted in the documents attached hereto and incorporated herein by this reference.


IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of July _____, 2025.

GRANTOR:

CITY OF LATHROP, a California municipal corporation

By: _____
Stephen J. Salvatore, City Manager

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

By:  _____
Salvador Navarrete, City Attorney

[ATTACH NOTARY ACKNOWLEDGMENT]

LEGAL DESCRIPTION
ACCESS AND PUBLIC UTILITY EASEMENT ABANDONMENT
PARCEL H
RIVER ISLANDS – TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

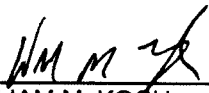
BEING ALL OF PARCEL H AS SHOWN ON TRACT 4131 "RIVER ISLANDS – PHASE 2B – VILLAGE
KK" FILED MAY 15, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 98, OFFICIAL RECORDS OF
SAN JOAQUIN COUNTY, EXCEPTING THEREFROM, THE EXISTING 10 FOOT WIDE PUBLIC
UTILITY EASEMENT ADJACENT TO BRENTRIDGE STREET AS SHOWN ON SAID MAP OF "TRACT
4131".

THE AFOREMENTIONED ACCESS EASEMENT CONTAINS 2,458 SQUARE FEET, MORE OR LESS
AND THE PUBLIC UTILITY EASEMENT CONTAINS 2,217 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY
REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

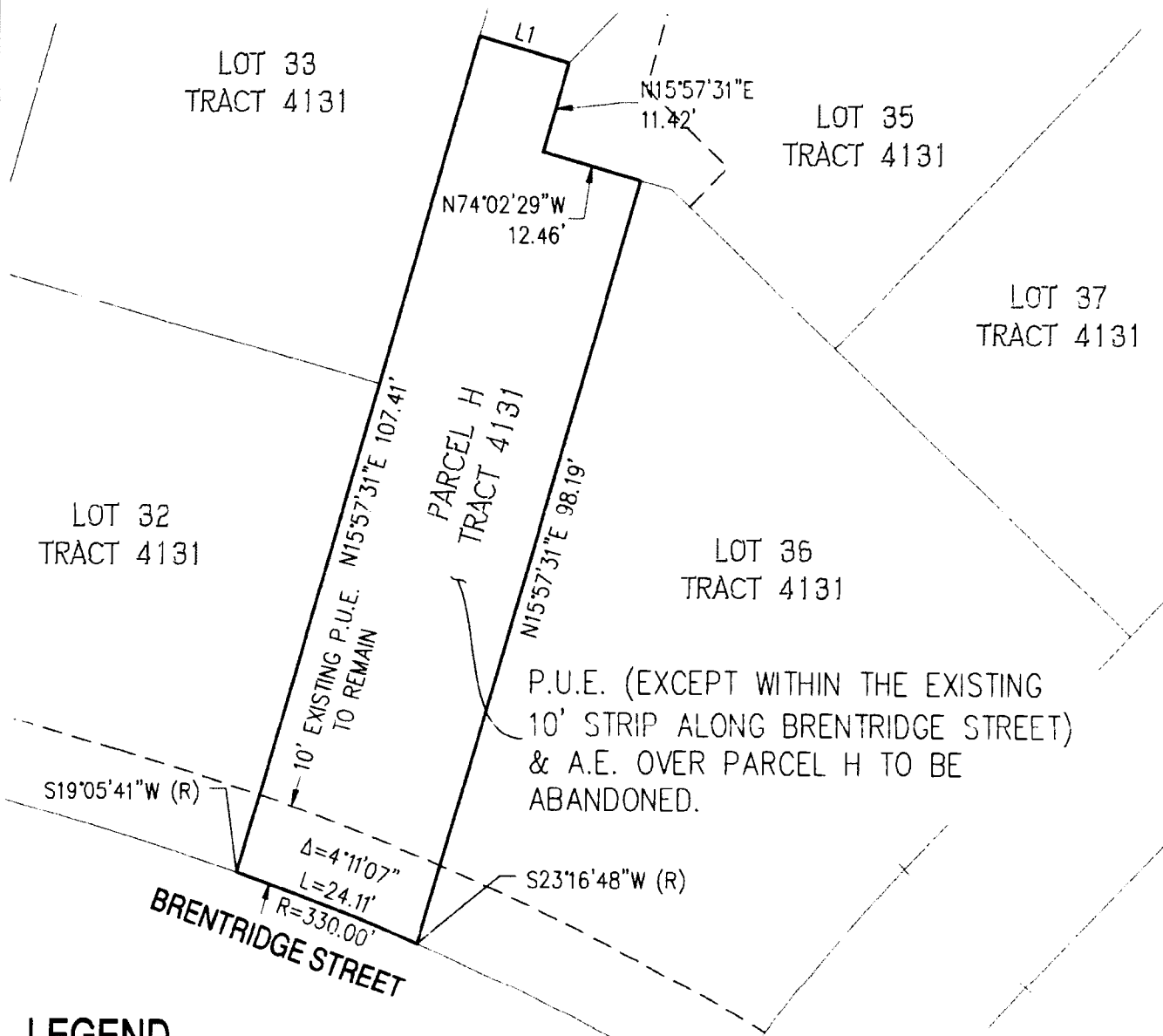

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4131- VILLAGE KK\25503-FM-EAS_ABANDONMENTS.dwg WMKoch 08:04:31 03/31/2025

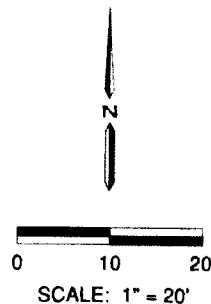
EXHIBIT PLAT OF A.E. & PORTION OF P.U.E. ABANDONMENT



LEGEND

A.E. ACCESS EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
(R) RADIAL BEARING

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N74°02'29"W	11.54'



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

ACCESS EASEMENT & PORTION OF P.U.E. ABANDONMENT			
SCALE:	AS SHOWN	DATE:	MAR 28, 2025
JOB NO.:	25503		
FILE:	25503-FM-EAS_ABANDONMENTS.DWG		

1
of
1

LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT ABANDONMENT
PARCEL S
RIVER ISLANDS – TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

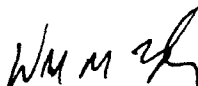
BEING ALL OF PARCEL S AS SHOWN ON TRACT 4131 "RIVER ISLANDS – PHASE 2B – VILLAGE
KK" FILED MAY 15, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 98, OFFICIAL RECORDS OF
SAN JOAQUIN COUNTY.

THE AFOREMENTIONED EASEMENT CONTAINS 1,290 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY
REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

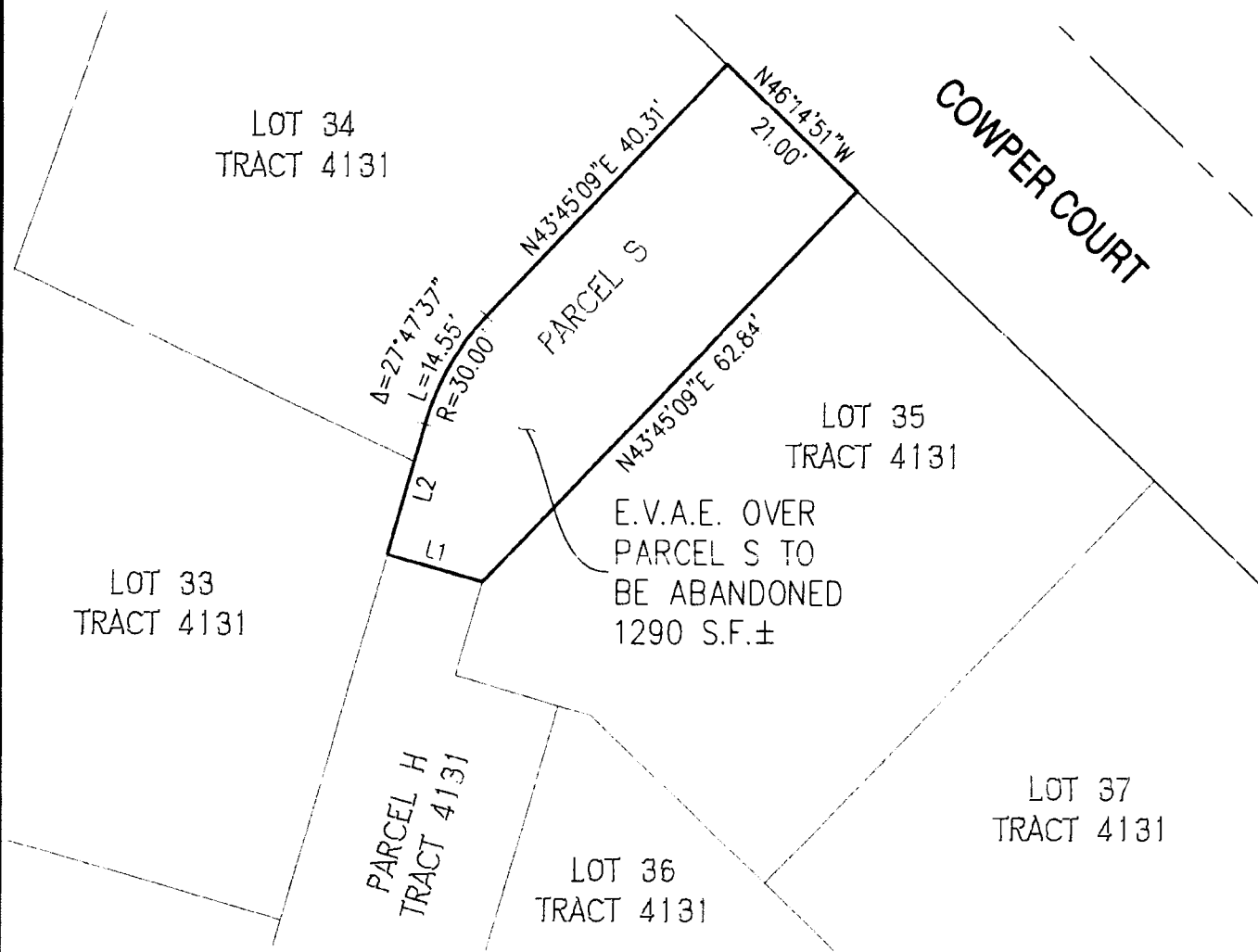

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4131 - VILLAGE KK\25503-FM-EAS_ABANDONMENTS.dwg WMKoch 11:04:28 03/28/2025

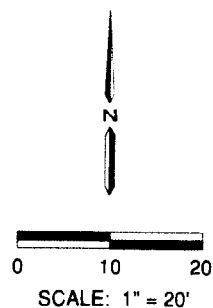
EXHIBIT PLAT OF E.V.A.E. ABANDONMENT



LEGEND

E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
S.F. SQUARE FEET

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N74°02'29"W	11.54'
L2	N15°57'31"E	15.73'



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

EMERGENCY VEHICLE ACCESS EASEMENT ABANDONMENT

SCALE:	AS SHOWN	DATE:	MAR 28, 2025
JOB NO.:	25503		
FILE:	25503-FM-EAS_ABANDONMENTS.DWG		

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of
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LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ABANDONMENTS
LOTS 29 AND 30 OF RIVER ISLANDS – VILLAGE KK, TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

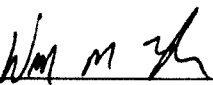
CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE PUBLIC UTILITY EASEMENT LYING NORTHERLY AND SOUTHERLY OF THE COMMON LINE BETWEEN LOTS 29 AND 30 AS SHOWN IN THE DETAIL OF PARCEL G ON SHEET 9 OF SAID MAP OF TRACT 4131 "RIVER ISLANDS – PHASE 2B – VILLAGE KK" FILED MAY 15, 2024, IN BOOK 44 OF MAPS AND PLATS, AT PAGE 98, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

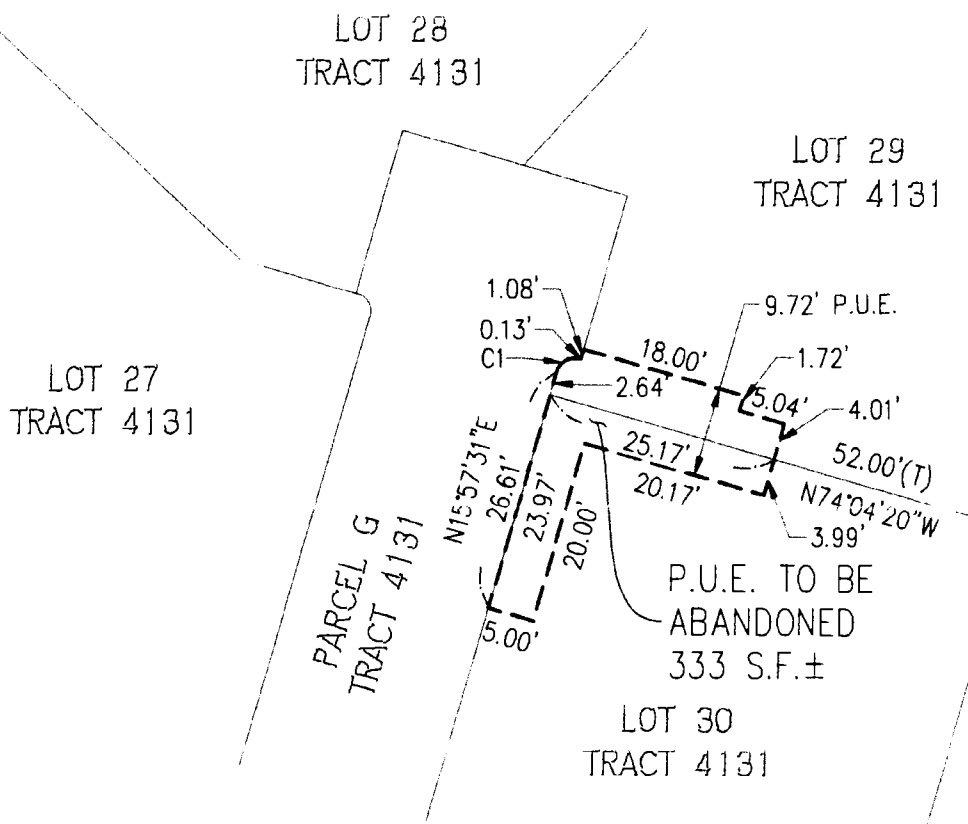

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

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EXHIBIT PLAT OF P.U.E. ABANDONMENT



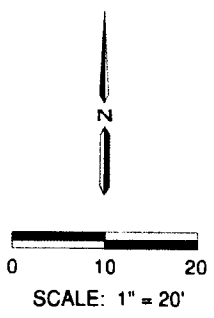
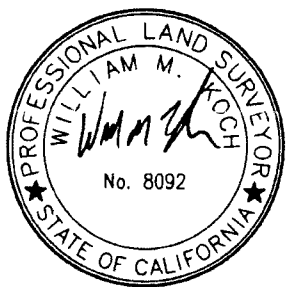
NOTES

- 1. ALL LINES SHOWN IN P.U.E.s ARE PERPENDICULAR UNLESS OTHERWISE SHOWN.
- 2. SHOWN IN DETAIL ON SHEET 9 OF 10 OF TRACT 4131 IN BOOK 44 OF MAPS AND PLATS AT PAGE 98.

LEGEND

P.U.E. PUBLIC UTILITY EASEMENT
S.F. SQUARE FEET

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2.00	90°00'00"	3.14'



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PUBLIC UTILITY EASEMENT ABANDONMENT			
SCALE:	AS SHOWN	DATE:	MAR 30, 2025
JOB NO.:	25503		
FILE:	25503-FM-EAS_ABANDONMENTS.DWG		

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of
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LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ABANDONMENTS
LOTS 33 AND 34 OF RIVER ISLANDS – VILLAGE KK, TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

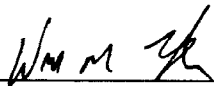
CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE PUBLIC UTILITY EASEMENT LYING NORTHERLY AND SOUTHERLY OF THE
COMMON LINE BETWEEN LOTS 33 AND 34 AS SHOWN IN DETAIL F ON SHEET 8 OF SAID MAP OF
TRACT 4131 "RIVER ISLANDS – PHASE 2B – VILLAGE KK" FILED MAY 15, 2024, IN BOOK 44 OF
MAPS AND PLATS, AT PAGE 98, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY
REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

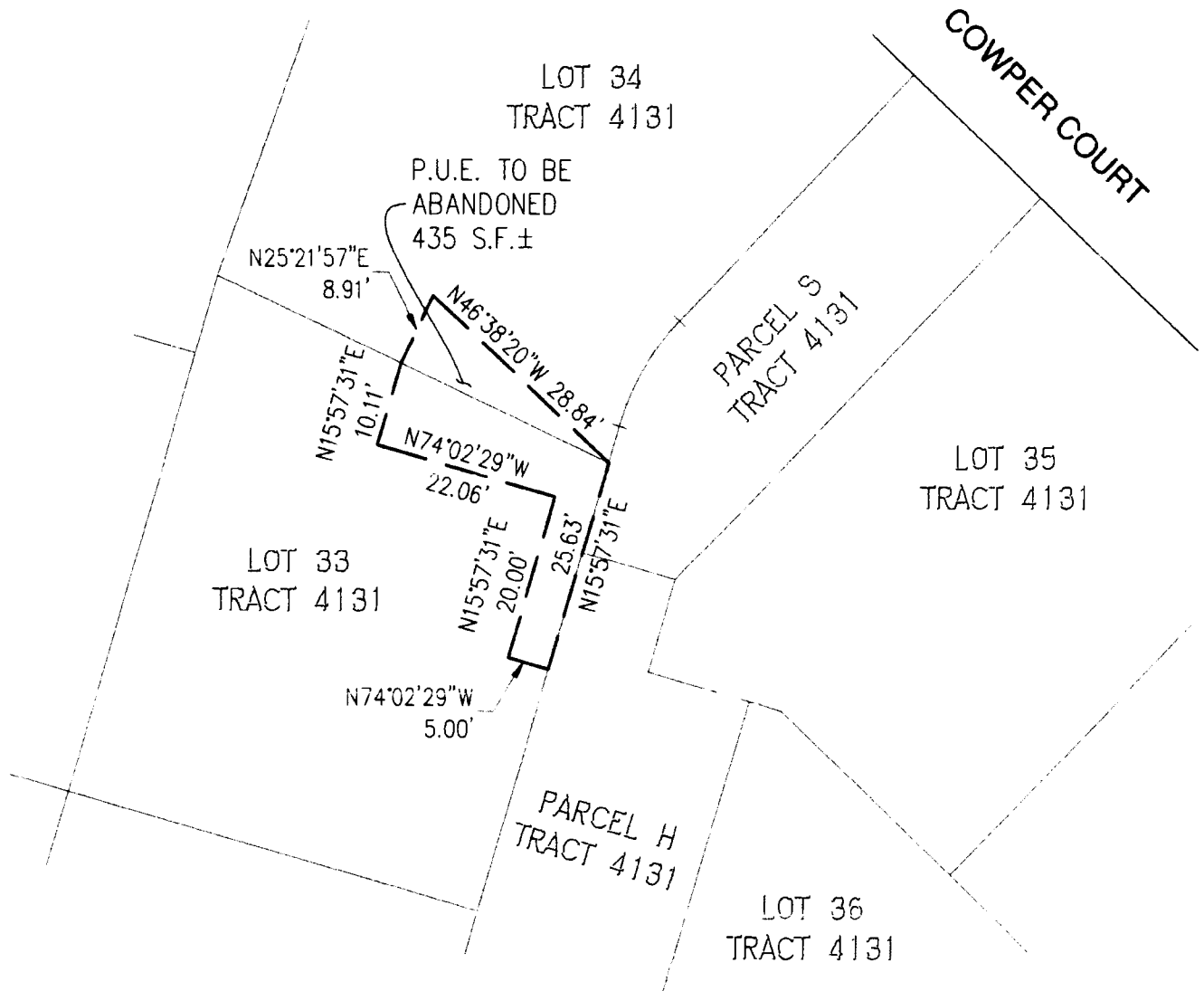

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

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EXHIBIT PLAT OF P.U.E. ABANDONMENT

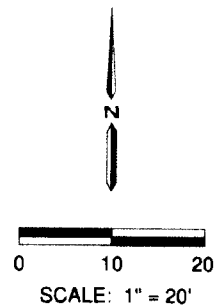


LEGEND

P.U.E. PUBLIC UTILITY EASEMENT
S.F. SQUARE FEET

NOTES

1. SHOWN IN DETAIL F ON SHEET 8 OF 10 OF TRACT 4131
IN BOOK 44 OF MAPS AND PLATS AT PAGE 98.



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Modesto, CA 95350
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PUBLIC UTILITY EASEMENT ABANDONMENT LOTS 33-34

SCALE: AS SHOWN DATE: MAR 30, 2025

JOB NO.: 25503

FILE: 25503-FM-EAS_ABANDONMENTS.DWG

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of
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LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ABANDONMENTS
LOT 35 OF RIVER ISLANDS – VILLAGE KK, TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

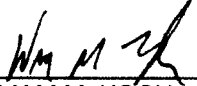
CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE PUBLIC UTILITY EASEMENT WITHIN LOT 35 AS SHOWN ON TRACT 4131 "RIVER
ISLANDS – PHASE 2B – VILLAGE KK" FILED MAY 15, 2024, IN BOOK 44 OF MAPS AND PLATS, AT
PAGE 98, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY. SAID EASEMENT IS SHOWN IN DETAIL
F ON SHEET 8 OF SAID MAP OF TRACT 4131.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY
REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

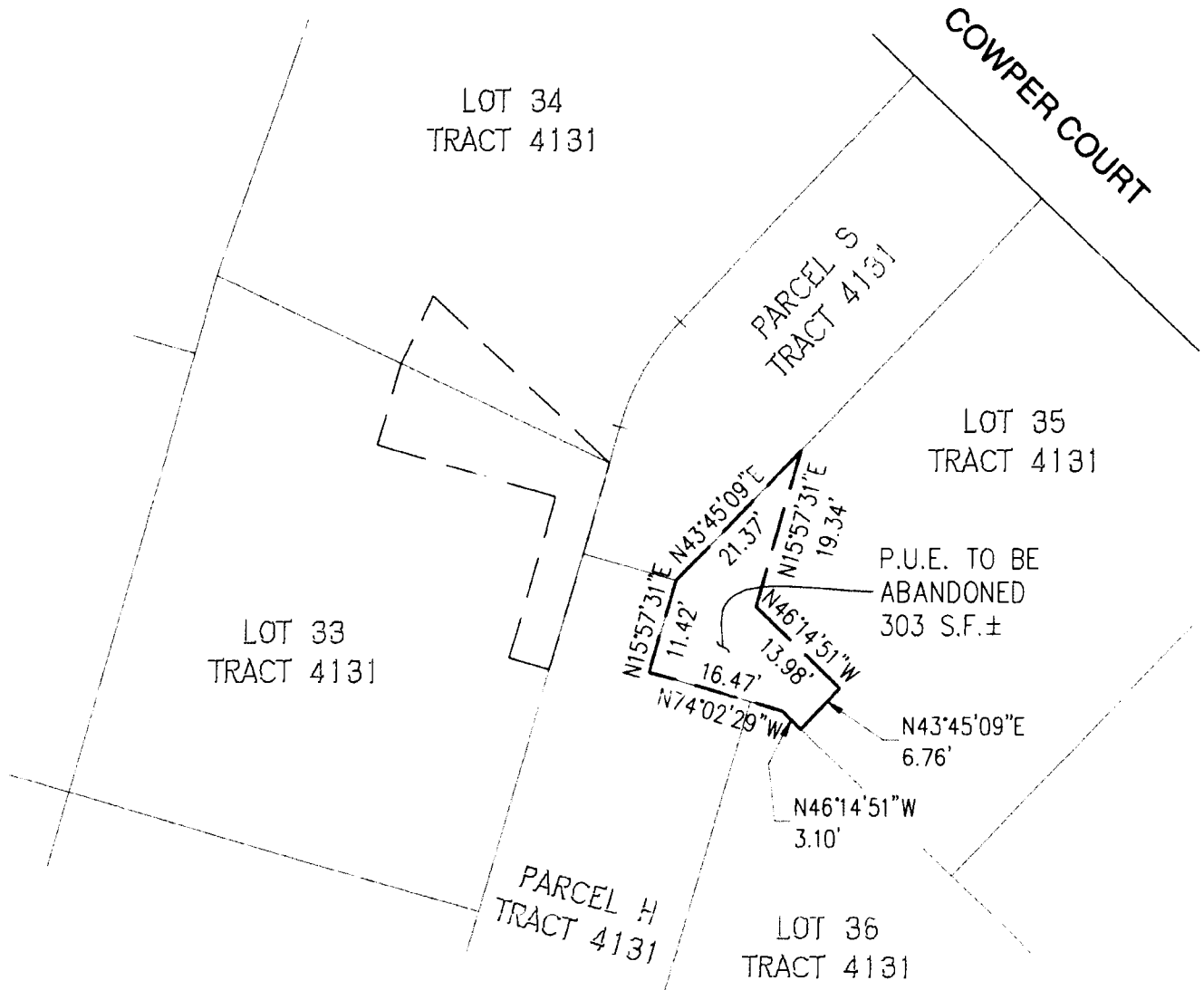

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

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EXHIBIT PLAT OF P.U.E. ABANDONMENT

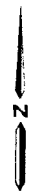


LEGEND

P.U.E. PUBLIC UTILITY EASEMENT
S.F. SQUARE FEET

NOTES

1. SHOWN IN DETAIL F ON SHEET 8 OF 10 OF TRACT 4131
IN BOOK 44 OF MAPS AND PLATS AT PAGE 98.



0 10 20
SCALE: 1" = 20'



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PUBLIC UTILITY EASEMENT ABANDONMENT

SCALE:	AS SHOWN	DATE:	MAR 30, 2025
JOB NO.:	25503		
FILE:	25503-FM-EAS_ABANDONMENTS.DWG		

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of
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LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT ABANDONMENTS
LOTS 36 AND 37 OF RIVER ISLANDS – VILLAGE KK, TRACT 4131
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

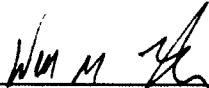
CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE PUBLIC UTILITY EASEMENT LYING NORTHERLY AND SOUTHERLY OF THE
COMMON LINE BETWEEN LOTS 36 AND 37 AS SHOWN IN THE DETAIL OF PARCEL I ON SHEET 9
OF SAID MAP OF TRACT 4131 "RIVER ISLANDS – PHASE 2B – VILLAGE KK" FILED MAY 15, 2024, IN
BOOK 44 OF MAPS AND PLATS, AT PAGE 98, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY
REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION,
IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

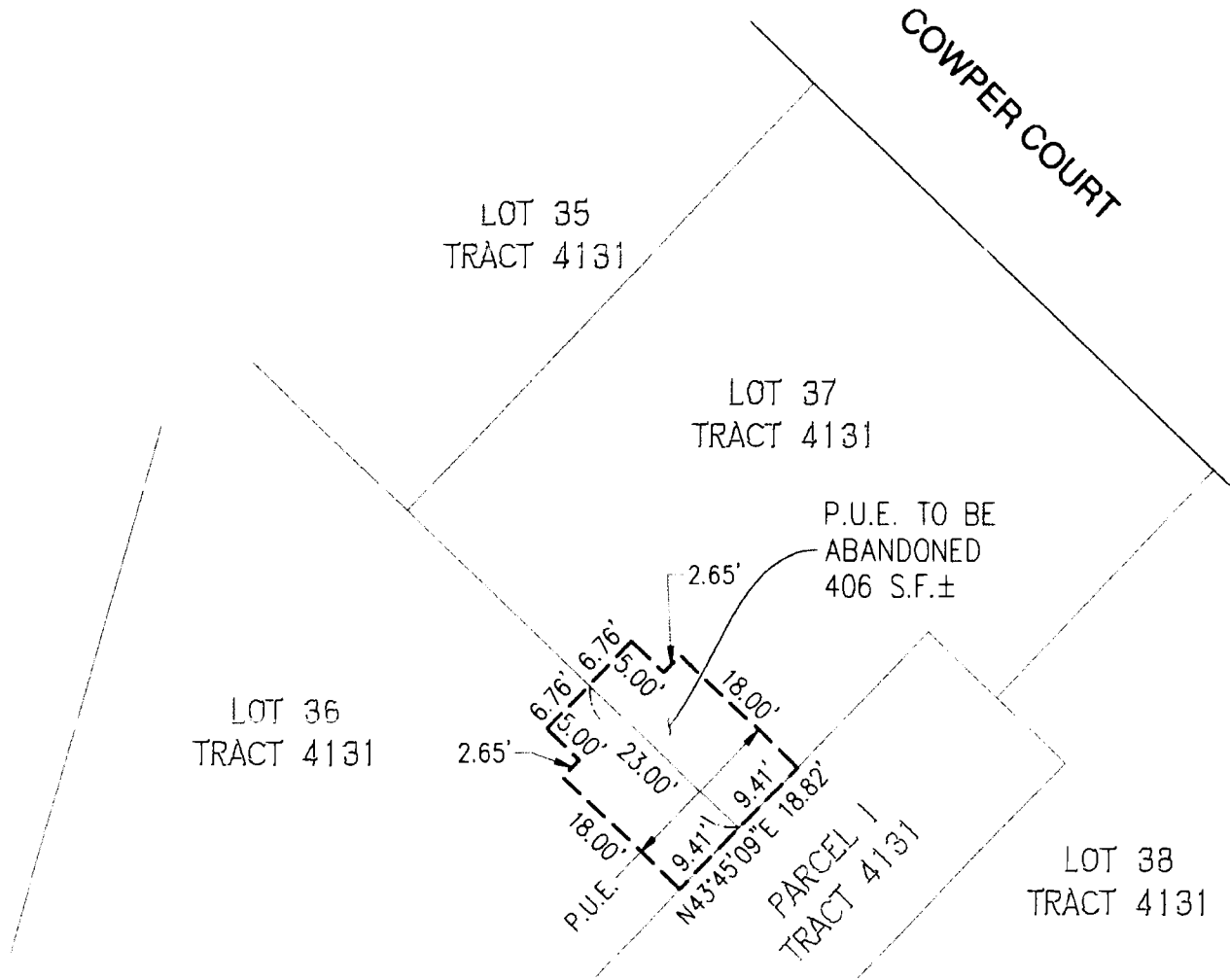

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-18-2025
DATE

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EXHIBIT PLAT OF P.U.E. ABANDONMENT



LEGEND

P.U.E. PUBLIC UTILITY EASEMENT
S.F. SQUARE FEET

NOTES

1. ALL LINES SHOWN IN P.U.E.s ARE PERPENDICULAR UNLESS OTHERWISE SHOWN.
2. SHOWN IN DETAIL ON SHEET 9 OF 10 OF TRACT 4131 IN BOOK 44 OF MAPS AND PLATS AT PAGE 98.



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SCALE: 1" = 20'

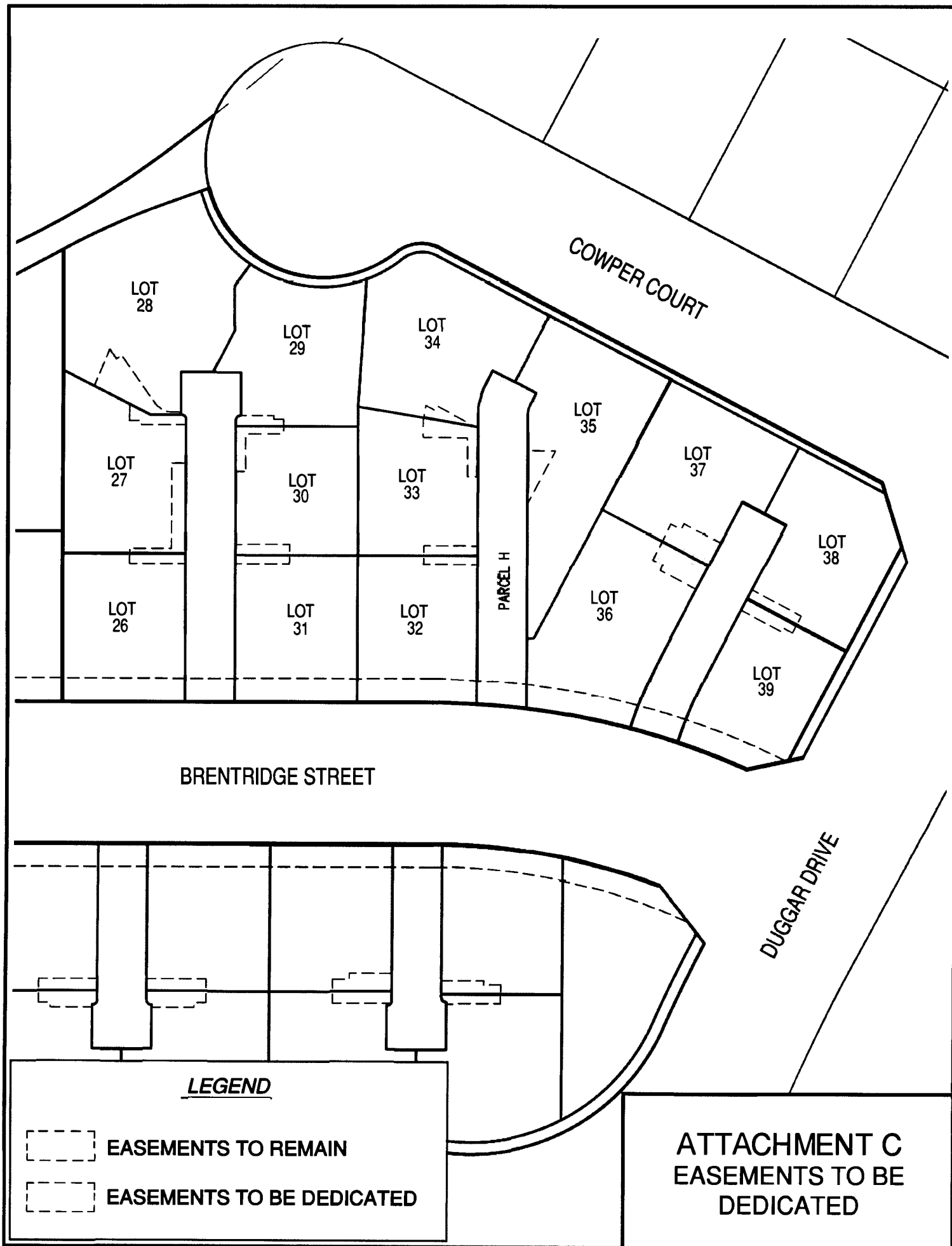


1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

PUBLIC UTILITY EASEMENT ABANDONMENT

SCALE:	AS SHOWN	DATE:	MAR 30, 2025
JOB NO.:	25503		
FILE:	25503-FM-EAS_ABANDONMENTS.DWG		

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of
1



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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s): This document is being recorded for the benefit of the City of Lathrop, California, and is exempt from the payment of a recordation fee pursuant to Govt. Code section 6103.

This conveyance is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

**EASEMENT DEED
(PUBLIC UTILITY EASEMENT)
(LLA 24-150, Adjusted Lot 29)**

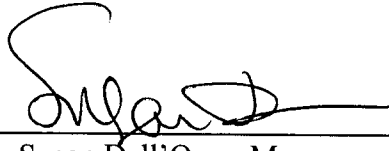
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **VILLAGE KK, LLC**, a Delaware limited liability company ("**Grantor**"), hereby grants to the **CITY OF LATHROP**, a California municipal corporation ("**Grantee**"), an easement for a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop, County of San Joaquin, State of California, and more particularly described in the legal description and plat attached hereto as **EXHIBIT A ("Land")** incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of June 26, 2025.

GRANTOR:

VILLAGE KK, LLC
a Delaware limited liability company

By: _____


Susan Dell'Osso, Manager

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT A
Legal Description of Land
(Attached)

LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT
ADJUSTED LOT 29 OF LLA 24-150
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF ADJUSTED LOT 29, AS DESCRIBED IN LLA 24-150 RECORDED FEBRUARY 24, 2025, AS DOCUMENT NUMBER 2025-014540, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID ADJUSTED LOT 29;

THENCE ALONG THE WESTERLY LINE OF SAID ADJUSTED LOT 29, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 15°57'31" EAST FOR A DISTANCE OF 3.11 FEET,
2. ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 3.14 FEET,
3. SOUTH 74°02'29" EAST FOR A DISTANCE OF 0.13 FEET, AND
4. NORTH 15°57'31" EAST FOR A DISTANCE OF 0.58 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 74°10'08" EAST FOR A DISTANCE OF 18.00 FEET;

THENCE SOUTH 15°57'31" WEST FOR A DISTANCE OF 1.73 FEET;

THENCE SOUTH 74°02'29" EAST FOR A DISTANCE OF 5.04 FEET;

THENCE SOUTH 15°57'31" WEST FOR A DISTANCE OF 4.00 FEET TO THE SOUTHERLY LINE OF SAID ADJUSTED LOT 29;

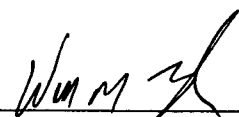
THENCE ALONG SAID SOUTHERLY LINE, NORTH 74°02'29" WEST FOR A DISTANCE OF 25.17 FEET TO THE **POINT OF BEGINNING**.

THE AFOREMENTIONED PUBLIC UTILITY EASEMENT CONTAINS 133 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED **EXHIBIT** WHICH IS INCORPORATED HEREIN BY REFERENCE.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.


WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



4-17-2025
DATE

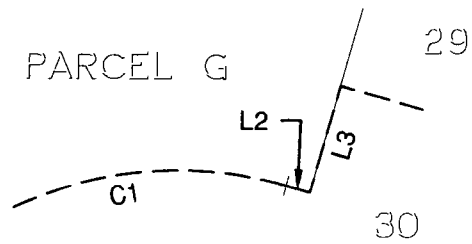
LEGEND

EXHIBIT

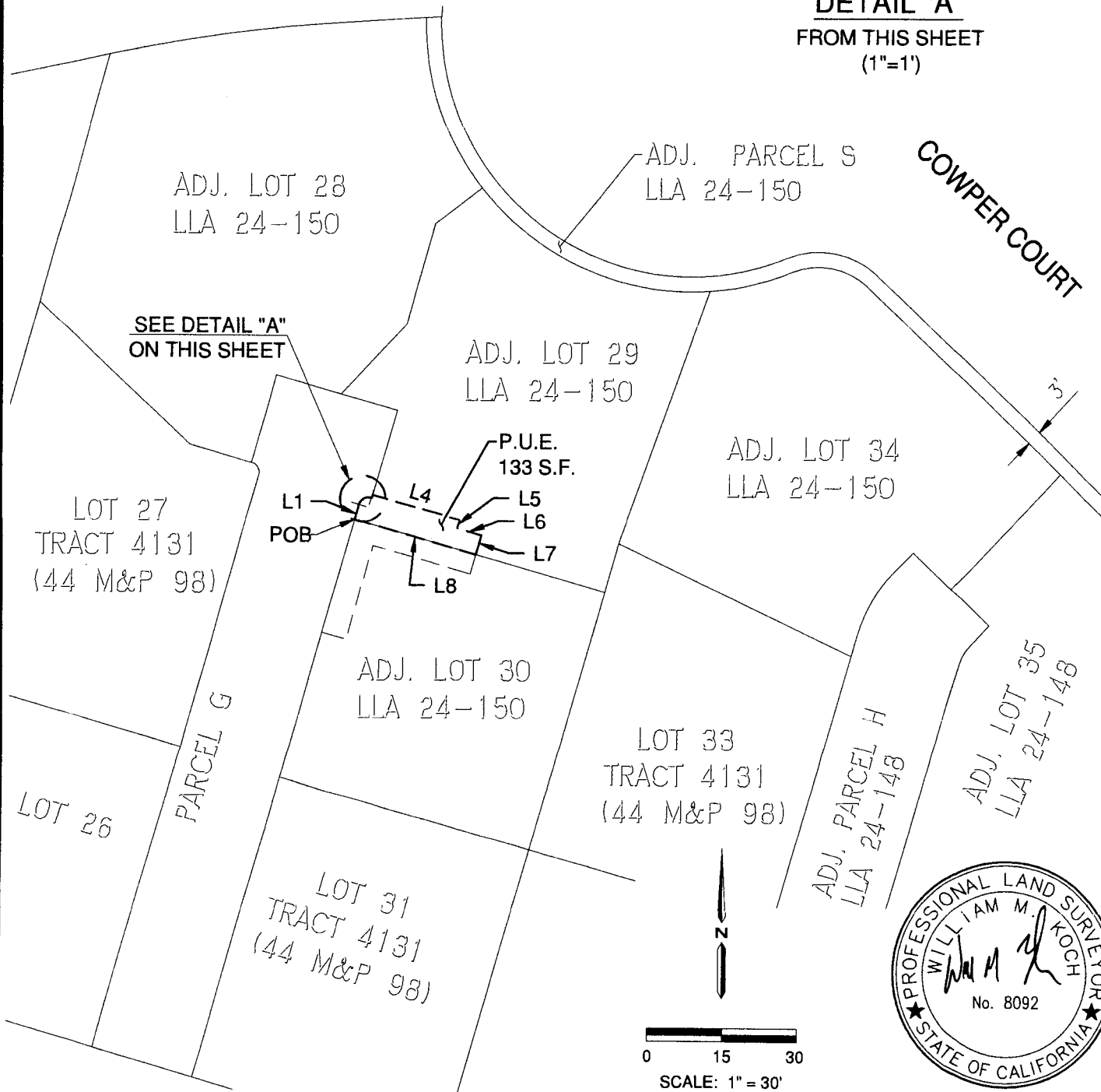
POB
P.U.E.
(T)

PARCEL LINE
EASEMENT LINE
POINT OF BEGINNING
PUBLIC UTILITY EASEMENT
TOTAL

SEE SHEET 2 FOR LINE AND CURVE TABLES



DETAIL "A"
FROM THIS SHEET
(1"=1')



1165 Scenic Drive, Suite A
Modesto, CA 95350

odellengineering.com

DESCRIPTION: ADJ. LOT 29

SCALE:	AS SHOWN	DATE:	APRIL 1, 2025
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JOB NO.: 25503

FILE: 25503_VILLAGE KK_PUE_ 29.DWG

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EXHIBIT

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N15°57'31"E	3.11'
L2	S74°02'29"E	0.13'
L3	N15°57'31"E	0.58'
L4	S74°10'08"E	18.00'
L5	S15°57'31"W	1.73'
L6	S74°02'29"E	5.04'
L7	S15°57'31"W	4.00'
L8	N74°02'29"W	25.17'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	2.00'	90°00'00"	3.14'



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: ADJ. LOT 29

SCALE: AS SHOWN DATE: APRIL 1, 2025

JOB NO.: 25503

FILE: 25503_VILLAGE KK_PUE_ 29.DWG

2
of
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ITEM 5.1

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE TO AMEND THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS OF THE LATHROP MUNICIPAL CODE**

RECOMMENDATION: **City Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code**

SUMMARY:

The California Vehicle Code (CVC) Sections 22357 through 22364 and 40800 through 40808 require an Engineering and Traffic Survey (Survey) to establish or update a legally enforceable speed limit on most California roads. Speed limits must be established within one year of acceptance of newly constructed major City streets, as the current posted speed limit is based on design criteria, not a Survey. In addition, CVC Section 40802 states that Surveys expire after 7 years and may be extended to 14 years if a California-licensed traffic engineer determines that there are no significant changes in the roadway or traffic conditions.

Staff conducted the Surveys on segments with significant changes to the roadway or traffic conditions for the purpose of establishing legally enforceable speed limits on local streets. The proposed amended Ordinance (Attachment A) sets enforceable speed limits for various streets within the City. Staff also extended Surveys for segments with no significant changes.

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

BACKGROUND:

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

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

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

CVC Section 40802 states that Surveys expire after 7 years and may be extended an additional 7 years if a California-licensed traffic engineer determines that there are no significant changes in the roadway or traffic conditions. Several existing Surveys were approved 7 years ago and staff has determined that some can be extended whereas some need new Surveys due to significant changes in the roadway or traffic conditions. The proposed amended Ordinance (Attachment A) reflects the findings of the new Surveys and could be utilized to set enforceable speed limits for various streets in the City.

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

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

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

TABLE 1 - SUMMARY OF PROPOSED NEW SPEED LIMITS

<u>SEGMENT NAME</u>	<u>SEGMENT BEGIN</u>	<u>SEGMENT END</u>	<u>POSTED SPEED</u>	<u>PROPOSED SPEED LIMIT</u>
Golden Valley Pkwy.	Spartan Way	Stanford Crossing	50	50
Golden Valley Pkwy.	Stanford Crossing	River Islands Pkwy.	50	50
J St.	Harlan Road	Cambridge Dr.	25	25
J St.	Cambridge Dr.	Fifth St.	25	25
Johnson Ferry Road	Colonial Trail	McKee Blvd.	30	25
Johnson Ferry Road	McKee Blvd.	Golden Spike Trail	30	25
Karsen Lane	Mulholland Dr.	Riverfront Dr.	25	25
Lathrop Road	Interstate 5	Rev. Maurice Cotton Dr.	35	35

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

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

Lathrop Road	Rev. Maurice Cotton Dr.	Fifth St.	35	35
Lathrop Road	Fifth St.	East City limits	45	50
Louise Ave.	Interstate 5	Harlan Road	45	40
Louise Ave.	Harlan Road	Cambridge Dr.	45	45
Louise Ave.	Cambridge Dr.	Fifth St.	45	45
River Islands Pkwy. Westbound	Golden Valley Pkwy.	Interstate 5	45	45
River Islands Pkwy. Eastbound	Interstate 5	Golden Valley Pkwy.	45	40
River Islands Pkwy.	Golden Valley Pkwy.	McKee Blvd.	45	45
River Islands Pkwy.	McKee Blvd.	San Joaquin River Bridge	35	45
Stonebridge Lane	Harlan Road	Opal St.	30	25
Stonebridge Lane	Opal St.	Slate St.	30	25
Roth Road	Interstate 5	East City limit	35	40
Wyllin Blvd.	River Islands Pkwy.	Garden Farms Ave.	25	30
Yosemite Ave.	D'Arcy Pkwy.	East City limit	45	45

Table 2 summarizes the segments of City streets where staff determined that there are no significant changes in the roadway or traffic conditions and therefore the Surveys are extended an additional 7 years to June 30, 2032.

TABLE 2 - SUMMARY OF SPEED LIMIT EXTENSIONS

<u>SEGMENT NAME</u>	<u>SEGMENT BEGIN</u>	<u>SEGMENT END</u>	<u>POSTED SPEED</u>
Cambridge Dr.	Lathrop Road	Louise Ave.	25
Harlan Road	Roth Road	Slate St.	45
Harlan Road	Slate St.	Lathrop Road	45
Harlan Road	Lathrop Road	Louise Ave.	40

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

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

SPEED LIMITS OF THE LATHROP MUNICIPAL CODE:

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

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

REASON FOR RECOMMENDATION:

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

FISCAL IMPACT:

Sufficient funds have been allocated in the adopted FY 25/26 budget to fund staff time and the purchase & installation of the speed limit signage.

ATTACHMENTS:

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

CITY MANAGER'S REPORT

PAGE 5

JULY 14, 2025 CITY COUNCIL REGULAR MEETING

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

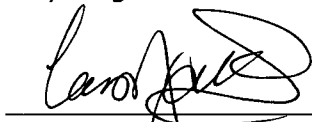
APPROVALS:


Veronica Albarran
Junior Engineer


07/07/2025
Date


Brad Taylor
City Engineer


7/7/2025
Date


Cari James
Finance Director


7/7/2025
Date


Michael King
Assistant City Manager

7/7/2025
Date


Salvador Navarrete
City Attorney

7-7-2025
Date


Stephen J. Salvatore
City Manager

7.8.25
Date

ORDINANCE NO. 25-

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

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

WHEREAS, Surveys expire after 7 years and may be extended to 14 years if a California-licensed traffic engineer determines that there are no significant changes in the roadway or traffic conditions; and

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

WHEREAS, staff has conducted Surveys on segments with significant changes to the roadway or traffic conditions for the purpose of establishing legally enforceable speed limits on local streets; and

WHEREAS, staff has extended Surveys for segments with no significant changes for an additional 7 years; and

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

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

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

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

Section 1.

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

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

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

Street

~~Golden Valley Parkway~~
~~Golden Valley Parkway~~
~~Golden Valley Parkway~~
Lathrop Road
 McKinley Avenue

Limits

~~Lathrop Road to River Islands Parkway~~
~~Spartan Way to Stanford Crossing~~
~~Stanford Crossing to River Islands Parkway~~
Fifth Street to East City Limits
 Louise Avenue to Yosemite Avenue

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

Street

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

Limits

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

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

Street

Barbara Terry Boulevard
D'Arcy Parkway
D'Arcy Parkway
Dos Reis Road
Harlan Road
~~Lathrop Road~~
Louise Avenue
Manthey Road
Manthey Road
River Islands Parkway EB
Roth Road
Yosemite Court

Limits

Stanford Crossing to Adobe Way
Yosemite Avenue to Christopher Way
Christopher Way to Harlan Road
Manthey Road to East School Zone
Lathrop Road to Louise Avenue
~~5th Street to McKinley Avenue~~
Interstate 5 to Harlan Road
Lathrop Road to Dos Reis Road
Mossdale County Park to Stewart Road
Golden Valley Parkway to Interstate 5
Interstate 5 to East City Limits
Yosemite Avenue to End

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

Street

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

Limits

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

Somerston Parkway
Stanford Crossing
Stanford Crossing

Riverfront Drive to River Islands Parkway
Barbara Terry Boulevard to Golden Valley Parkway
Spartan Way to Barbara Terry Boulevard

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

Street

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

Limits

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

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

Street

Academy Drive
Cambridge Drive
Fifth Street
~~J Street~~
J Street
J Street
Johnson Ferry Road
Johnson Ferry Road
Karsen Lane
Lathrop Road
Marina Drive
Marina Drive
O Street
Spartan Way
Spartan Way
Spartan Way
Spartan Way
Stewart Road
Stonebridge Lane
Stonebridge Lane
Thomsen Road
Thomsen Road
Thomsen Road

Limits

River Bend Drive to Somerson Parkway
Lathrop Road to Louise Avenue
K Street to O Street
~~Harlan Road to Fifth Street~~
Harlan Road to Cambridge Drive
Cambridge Drive to Fifth Street
Colonial Trail to McKee Boulevard
McKee Boulevard to Golden Spike Trail
Mulholland Drive to Riverfront Drive
Interstate 5 to Golden Valley Parkway
River Bend Drive to Somerston Parkway
Somerston Parkway to Taft Drive
Harlan Road to Seventh Street
Golden Valley Parkway to Generations Center
Generations Center to Lathrop High School
Lathrop High School to Stanford Crossing
Stanford Crossing to Barbara Terry Boulevard
Manthey Road to South River Bend
Harlan Road to Opal Street
Opal Street to Slate Street
Harlan Road to Grayson Road
Grayson Road to Halmar Lane
Halmar Lane to Seventh Street

Towne Centre Drive
Towne Centre Drive

Golden Valley Parkway to McKee Boulevard
McKee Boulevard to Village Avenue

G. Any roadway segment not specifically listed above that meets the requirements defined in CVC Section 515 shall have a recommended prima facie speed limit of 25 mph, which may be enforced with the use of radar or other electronic devices and is exempt from the requirements of an Engineering and Traffic Survey.

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

Admiral Way	Claim Stake Avenue	Grayson Road
Adobe Way	Cloudy Bay	Green Plaza
Almond Orchard Way	Cobble Creek Way	Greengate Place
American Farms Avenue	Gold Springs Street	Gypsum Way
Americana Way	Colonial Trail	H Street
Andover Way	Covered Bridge Way	Halmar Lane
Apple Grove Avenue	Craftsman Drive	Havenwood Avenue
Applewood Way	Crescent Moon Drive	Historic Avenue
Argillite Avenue	Crescent Park Circle	Homestead Avenue
Aries Place	Daffodil Hill Street	Honey Place
Arkose Street	Dalton Court	I Street
Aspenwood Avenue	Danbury Place	Independence Avenue
August Drive	Derby Lane	Iron Horse Trail
Autumn Rain Drive	Dry Creek Place	J Street
Autumnwood Avenue	Eagle Lane	Janice Place
Avon Avenue	Easy Street	Jasper Street
Aztec Land	Emerald Bay Court	Johnson Ferry Road
Back Bay Drive	Emory Oak Place	Jonquil Drive
Baywood Way	Englewood Way	Julie Lane
Bella Place	English Country Trail	K Street
Bellchase Road	Eton Way	Kirkwood Way
Berkshire Court	Evergreen Avenue	L Street
Bizzibe Street	Exeter Court	Landmark Point
Blackwood Avenue	Fairview Way	Late Harvest Place
Bloom Way	Ferndale Street	Lazy Ridge Avenue
Blue Sky Drive	Ferry Launch Avenue	Leather Oak Road
Boulder Avenue	Finchwood Drive	Libby Lane
Bramblewood Avenue	Fleurette Lane	Liberty Point

Brewer Street
Brookhurst Boulevard
Brookwood Way
Calcite Avenue
Cambridge Drive
Camelback Street
Camish Place
Cannella Drive
Carleta Place
Carnaby Road
Carnelian Avenue
Cedar Valley Drive
Cedarbrook Way
Channel Drive
Christie Falls Way
N Street
Navigator Drive
New England Avenue
New Well Avenue
Noel Lane
Obsidian Street
Old Glory Way
Old Wharf Place
Olivine Avenue
Onyx Avenue
Ore Claim Trail
Orlando Lane
Osage Place
Parkhaven Street
Parkside Drive
Pasture Avenue
Patricia Place
Patriot Way
Pecan Hollow Way
Pennant Avenue
Pheasant Downs Road
Pine Valley Drive
Pinewood Drive
Pioneer Avenue
Pipestone Street
Platinum Avenue
Pony Express Way

Flint Avenue
Forestwood Way
Forty Niner Trail
Four Corners Court
G Street
Gaar Avenue
Gail Drive
Galena Street
Garden Glade Street
Gardner Place
Garmetta Way
Gold Nugget Trail
Golden Spike Trail
Granite Avenue
Grapevine Place
Rosewood Street
Ryhiner Lane
Saguaro Lane
Samoa Lane
Sand Bar Way
Schumard Oak Road
Scrub Oak Drive
Sedona Lane
Settler Trail
Shadowberry Place
Shady Mill Way
Shadywood Avenue
Sheltered Cove
Shilling Avenue
Showlow Lane
Sierra Gold Trail
Siltstone Avenue
Silver Creek Drive
Sixth Street
South Lagoon Way
Southport Street
Spar Street
St. Andrew Street
Stage Coach Drive
Stone Cellar Way
Strawberry Glen Street
Sugar Pine Drive

Limestone Avenue
Lisa Lane
Loganberry Way
Long Barn Drive
Lottie Way
Magnetite Avenue
Maharaja Drive
Renaissance Avenue
Reverend Maurice
Cotton Drive
River Bend Drive
Riverboat Drive
Riverdale Street
Rocky Harbor Road
Rosebriar Place
Trestle Point
Tulip Tree Way
Tumbleweed Lane
Upstream Drive
Victorian Trail
Village Avenue
W Nut Tree Court
Mariners Drive
Maxwell Lane
Meteorite Street
Milestone Drive
Mill Stone Way
Millpond Avenue
Mingo Way
Mossy Point Way
Warfield Road
Water Mills Street
Water Way
Waterman Avenue
Wheat Field Street
Wild Oak Drive
Williamstowne
Woodfield Drive
Wynona Way
Zalman Lane
Poppy Drive
Prairie Dunes Drive
Sunrise Place

Princeville Street
Quartz Way
Rail Way
Red Barn Place
Redstone Street

Suzie Q Lane
Talc Street
Thomsen Road
Tidewater Point

Toro Lane
Town Square
Tracywood Avenue
Reiger Drive

Section 2.

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

Section 3. Severability

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

Section 4. Effective Date

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

Section 5. Publication

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

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 14th day of July 2025, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the _____ day of _____, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

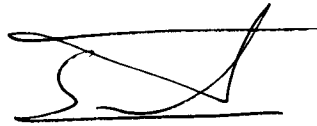
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Golden Valley Parkway Limits: River Islands Parkway
Stanford Crossing

Existing Conditions

Number of lanes:	3 Lanes in each direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	50 mph	Average Daily Traffic (vehicles):	3,486	4,145
Transit Facilities:	None	Heavy Vehicle Percentage:	2%	3%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Golden Valley Parkway)
Commercial land uses fronting Golden Valley Parkway
Construction on commercial land use fronting Golden Valley Parkway

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at River Islands Parkway and Golden Valley Parkway
Signalized Intersection at Golden Valley Parkway and Faber Drive
Signalized Intersection at Golden Valley Parkway and Stanford Crossing

Community Facilities

Lion Park

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No


Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	47 mph	44 mph
85th Percentile:	53 mph	50 mph
Nearest 5mph Increment:	55 mph	50 mph
Median:	47 mph	44 mph
10 mph Pace:	42-51	39-48
Percent in Pace:	63%	72%
Percent Below Pace:	14%	9%
Percent Above Pace:	24%	19%

Recommended Speed Limit: 50 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods. Rounding the recommended speed limit down to 50 mph for the northbound direction from the 85th percetile of 55 mph was determined to be appropriate in compliance with CVC Section 22358.6


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Golden Valley Parkway Limits: Stanford Crossing
Spartan Way

Existing Conditions

Number of lanes:	3 Lanes in each direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	50 mph	Average Daily Traffic (vehicles):	3,545	4,988
Transit Facilities:	None	Heavy Vehicle Percentage:	2%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Golden Valley Parkway)
Vacant Land

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Golden Valley Parkway and Stanford Crossing
Side street stop at Golden Valley Parkway and Locomotive Street intersection
Signalized Intersection at Golden Valley Parkway and Spartan Way

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	48 mph	47 mph
85th Percentile:	54 mph	52 mph
Nearest 5mph Increment:	55 mph	50 mph
Median:	48.5	47
10 mph Pace:	44-53	43-52
Percent in Pace:	71%	63%
Percent Below Pace:	13%	26%
Percent Above Pace:	16%	11%

Recommended Speed Limit: 50 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods. Rounding the recommended speed limit down to 50 mph for the northbound direction from the 85th percetile of 55 mph was determined to be appropriate in compliance with CVC Section 22358.6

Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: J Street Limits: Cambridge Drive
5th Street

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	25 mph	Average Daily Traffic (vehicles):	1,100	1,100
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Description of Surrounding Area

Residential subdivisions fronting J Street

Parking Accommodations

Parking is permitted

Intersection Facilities

All-way stop at J Street and Cambridge Drive Intersection
Side street stops at J Street and Avon Street/Jack Court Intersection
Side street stop at J Street and Ruby Court Intersection
Side street stop at J Street and Revere Lane Intersection
All-way stop at J Street and 5th Street Intersection

Community Facilities

Milestone Park
Lathrop-Manteca Fire Station
Community Churches

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditions?

No


Current Speed Survey Data

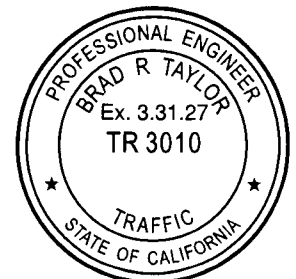
	Eastbound	Westbound
50th Percentile:	33 mph	32 mph
85th Percentile:	39 mph	38 mph
Nearest 5mph Increment:	40 mph	40 mph
Median:	33 mph	32 mph
10 mph Pace:	29-38	28-37
Percent in Pace:	65%	66%
Percent Below Pace:	18%	14%
Percent Above Pace:	17%	19%

Recommended Speed Limit: 25 miles per hour (mph)

Justification

Justification for 25 mph: (1) Street meets the definition of a residence district in compliance with CVC Section 515; (2) The prima facie limit for residence districts is 25 mph in compliance with CVC Section 22352(b)(1).


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: J Street Limits: Harlan Road
Cambridge Drive

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	25 mph	Average Daily Traffic (vehicles):	1,100	1,100
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Description of Surrounding Area

Residential subdivisions fronting J Street
Commercial land uses (not fronting J Street)

Parking Accommodations

Parking is permitted

Intersection Facilities

Signalized Intersection at Harlan Road and J Street
Side street stop at J Street and Lottie Way Intersection
All-way stop at J Street and Cambridge Drive Intersection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditions?

No

Current Speed Survey Data

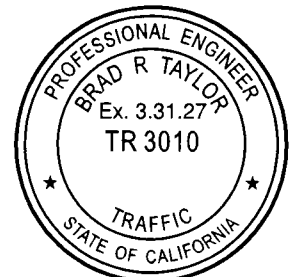
	Eastbound	Westbound
50th Percentile:	30 mph	33 mph
85th Percentile:	35 mph	38 mph
Nearest 5mph Increment:	35 mph	40 mph
Median:	30 mph	33 mph
10 mph Pace:	26-35	28-37
Percent in Pace:	72%	71%
Percent Below Pace:	15%	12%
Percent Above Pace:	13%	17%

Recommended Speed Limit: 25 miles per hour (mph)

Justification

Justification for 25 mph: (1) Street meets the definition of a residence district in compliance with CVC Section 515; (2) The prima facie limit for residence districts is 25 mph in compliance with CVC Section 22352(b)(1).

Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Johnson Ferry Road Limits: Golden Spike Trail
McKee Boulevard

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	30 mph	Average Daily Traffic (vehicles):	350	350
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of street

Description of Surrounding Area

Residential subdivision (not fronting Johnson Ferry Road)

Parking Accomodations

No parking is permitted

Intersection Facilities

Side street stop at Golden Spike Trail and Johnson Ferry Rd Intersection
Side street stop at Johnson Ferry Rd and Sierra Gold Trail Intersection
Side street stop at Johnson Ferry Rd and Golden Nugger Trail Intersection
Three Way stop at Johnson Ferry Rd and Forty Niner Trail Intersection
Side street stop at Johnson Ferry Rd and Ore Claim Trail Intersection
All-way stop at Johnson Ferry Rd and McKee Blvd Intersection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	25 mph	23 mph
85th Percentile:	29 mph	27 mph
Nearest Smph Increment:	30 mph	25 mph
Median:	25 mph	23 mph
10 mph Pace:	21-30 mph	19-28 mph
Percent in Pace:	86%	94%
Percent Below Pace:	11%	0%
Percent Above Pace:	4%	6%

Recommended Speed Limit: 25 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Data was collected from only 28 eastbound vehicles and 16 westbound vehicles in a 3-hour period due to the low traffic volume on this road; (2) Proximity of residential neighborhoods; (3) Class II bike lanes with no buffer; (4) Proximity of intersections. Rounding the recommended speed limit down to 25 mph for the northbound direction was determined to be appropriate in compliance with CVC Section 22358.6

Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Johnson Ferry Road Limits: McKee Boulevard
Colonial Trail

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	30 mph	Average Daily Traffic (vehicles):	350	350
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of street

Description of Surrounding Area

Residential subdivision (not fronting Johnson Ferry Road)

Parking Accommodations

No parking is permitted

Intersection Facilities

All-way stop at Johnson Ferry Rd and McKee Blvd Intersection
Side street stop at Johnson Ferry Rd and English Country Trail Intersection
All-way stop at Johnson Ferry Rd and Victorian Trail Intersection
Side street stops at Johnson Ferry Rd and Colonial Trail Intersection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent Conditions?

No

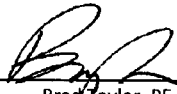
Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	24 mph	23 mph
85th Percentile:	26 mph	28 mph
Nearest 5mph Increment:	25 mph	30 mph
Median:	24 mph	23 mph
10 mph Pace:	20-29 mph	19-28 mph
Percent in Pace:	85%	79%
Percent Below Pace:	9%	10%
Percent Above Pace:	6%	11%

Recommended Speed Limit: 25 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of a residential neighborhood; (2) Proximity of intersections; (3) Class II bike lanes with no buffer. Rounding the recommended speed limit down to 25 mph for the southbound direction was determined to be appropriate in compliance with CVC Section 22358.6.


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Karsen Lane Limits: Riverfront Drive
Mulholland Drive

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	25 mph	Average Daily Traffic (vehicles):	500	500
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street where developed

Description of Surrounding Area

Homes fronting Karsen Lane
Levee on north side

Parking Accommodations

No parking is permitted

Intersection Facilities

Side street stop at Mulholland Drive and Karsen Lane Intersection

Community Facilities

EPIC K-8 School south of Karsen Lane

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditions?

No


Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	20 mph	20 mph
85th Percentile:	23 mph	23 mph
Nearest 5mph Increment:	25 mph	25 mph
Median:	20 mph	20 mph
10 mph Pace:	16-25 mph	16-25 mph
Percent in Pace:	90%	94%
Percent Below Pace:	9%	4%
Percent Above Pace:	1%	2%

Recommended Speed Limit: 25 miles per hour (mph)

Justification

(1) Homes fronting street; (2) Proximity of K-8 school. The recommended 25 mph speed limit was determined to be in compliance with CVC Sections 22352 and 22358.


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Lathrop Road Limits: Interstate 5
Reverend Maurice Cotton Drive

Existing Conditions

Number of lanes:	2 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	35 mph	Average Daily Traffic (vehicles):	9,425	7,611
Transit Facilities:	San Joaquin Regional Transit District	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street where developed

Description of Surrounding Area

Commercial land uses fronting Lathrop Road
Vacant land
Residential subdivision (not fronting Lathrop Road)

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Lathrop Road and Interstate 5
Signalized Intersection at Lathrop Road and Harlan Road
Signalized Intersection at Lathrop Road and Reverend Maurice Cotton Drive
Side street stops at Lathrop Road and Old Harlan Road Intesections

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

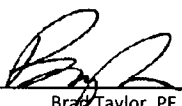
Current Speed Survey Data

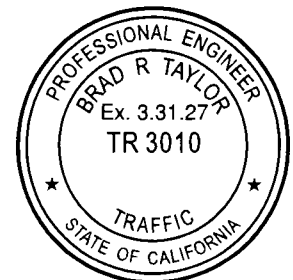
	Eastbound	Westbound
50th Percentile:	33 mph	33 mph
85th Percentile:	38 mph	38 mph
Nearest 5mph Increment:	40 mph	40 mph
Median:	33.5 mph	33 mph
10 mph Pace:	29-38	29-38
Percent in Pace:	80%	81%
Percent Below Pace:	6%	7%
Percent Above Pace:	14%	13%

Recommended Speed Limit: 35 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of intersections; (2) Proximity of commercial driveways; (3) Proximity of residential subdivision. Rounding the recommended speed limit down to 35 mph for both the eastbound and westbound directions from the 85th percetile of 40 mph was determined to be appropriate in compliance with CVC Section 22358.6


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Lathrop Road Limits: 5th Street
City Limits

Existing Conditions

Number of lanes: 2 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit: 45 mph	Average Daily Traffic (vehicles):	7,533	7,878
Transit Facilities: None	Heavy Vehicle Percentage	5%	2%

Bicycle and Pedestrian Facilities

Description of Surrounding Area

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Commercial land uses fronting Lathrop Road
Vacant land

Parking Accomodations

Intersection Facilities

No Parking is permitted

Signalized Intersection at Lathrop Road and 5th Street
Signalized Intersection at Lathrop Road and McKinley Avenue
Side street stop at Lathrop Road and D Street Intesection

Community Facilities

Collision History

Green Park
Woodfield Park

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

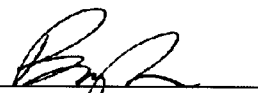
Current Speed Survey Data

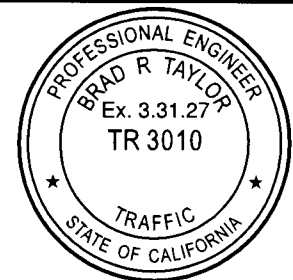
	Eastbound	Westbound
50th Percentile:	48 mph	48 mph
85th Percentile:	53 mph	55 mph
Nearest 5mph Increment:	55 mph	55 mph
Median:	48 mph	48 mph
10 mph Pace:	43-52	43-52
Percent in Pace:	69%	66%
Percent Below Pace:	14%	13%
Percent Above Pace:	17%	21%

Recommended Speed Limit: 50 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of neighborhood parks. Rounding the recommended speed limit down to 50 mph for both the eastbound and westbound directions from the 85th percetile of 55 mph was determined to be appropriate in compliance with CVC Section 22358.6


 Brad Taylor, PE
 Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Lathrop Road Limits: Reverend Maurice Cotton Drive
5th Street

Existing Conditions

Number of lanes: 2 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit: 35 mph	Average Daily Traffic (vehicles):	8,503	7,611
Transit Facilities: San Joaquin Regional Transit District	Heavy Vehicle Percentage	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Lathrop Road)
Homes fronting Lathrop Road
Vacant land

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Lathrop Road and Rev. Maurice Cotton Drive
Signalized Intersection at Lathrop Road and 5th Street
Side street stops at Lathrop Road and Avon Avenue Intesections

Community Facilities

Woodfield Park
Green Park

Collision History

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

Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	38 mph	38 mph
85th Percentile:	44 mph	44 mph
Nearest 5mph Increment:	45 mph	45 mph
Median:	38 mph	38 mph
10 mph Pace:	33-42	33-42
Percent in Pace:	75%	69%
Percent Below Pace:	7%	14%
Percent Above Pace:	18%	21%

Recommended Speed Limit: 35 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods; (2) Proximity of a community parks. Rounding the recommended speed limit down to 40 mph for both the eastbound and westbound directions from the 85th percetile of 45 mph was determined to be appropriate in compliance with CVC Section 22358.6

Justification for an Additional Reduction of 5 mph: In compliance with CVC Section 22358.7(2), an additional reduction from the rounded down 85th percentile is appropriate due to the proximity of homes fronting Lathrop Road causing conditions that are not apparent to the driver along this segment.


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Louise Avenue Limits: Cambridge Drive
5th Street

Existing Conditions

Number of lanes:	2 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	8,802	7,433
Transit Facilities:	San Joaquin Regional Transit District	Heavy Vehicle Percentage	15%	12%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Description of Surrounding Area

Commercial land uses fronting Louise Avenue
Residential subdivisions (not fronting Louise Avenue)
Homes fronting Louise Avenue
Vacant land

Parking Accommodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Louise Avenue and Cambridge Drive
Signalized Intersection at Louise Avenue and 5th Street

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditions?

No

Current Speed Survey Data

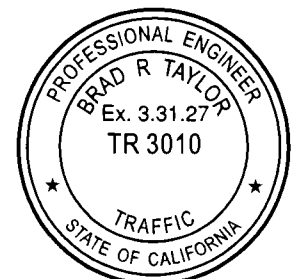
	Eastbound	Westbound
50th Percentile:	43 mph	45 mph
85th Percentile:	47 mph	50 mph
Nearest 5mph Increment:	45 mph	50 mph
Median:	43 mph	45 mph
10 mph Pace:	38-47	41-50
Percent in Pace:	77%	72%
Percent Below Pace:	11%	18%
Percent Above Pace:	12%	10%

Recommended Speed Limit: 45 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods. Rounding the recommended speed limit down to 45 mph for the westbound direction from the 85th percentile of 50 mph was determined to be appropriate in compliance with CVC Section 22358.6

Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: River Islands Parkway Limits: Golden Valley Parkway
Interstate 5

Existing Conditions

Number of lanes:	3 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	8,802	7,433
Transit Facilities:	None	Heavy Vehicle Percentage:	3%	6%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street where developed

Description of Surrounding Area

Commercial land uses fronting River Islands Parkway
Vacant land

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Louise Avenue and Interstate 5
Signalized Intersection at River Islands Parkway and Golden Valley Parkway
Side street stop at River Islands Parkway and Manthey Road Intesection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No


Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	38 mph	41 mph
85th Percentile:	42 mph	45 mph
Nearest 5mph Increment:	40 mph	45 mph
Median:	38 mph	41 mph
10 mph Pace:	34-43	37-46
Percent in Pace:	79%	83%
Percent Below Pace:	15%	9%
Percent Above Pace:	7%	9%

Recommended Speed Limit: 40 miles per hour (mph) Eastbound, 45 miles per hour (mph) Westbound

Justification

No field observed factors to justify reducing the recommended speed limit below the 85th percentile


Brad Taylor, PE

Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Louise Avenue Limits: Harlan Road
Cambridge Drive

Existing Conditions

Number of lanes:	2 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	8,802	7,433
Transit Facilities:	San Joaquin Regional Transit District	Heavy Vehicle Percentage	15%	14%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street where developed
Class II bicycle facilities on north side of the street

Description of Surrounding Area

Commercial land uses fronting Louise Avenue
Construction on commercial land use fronting Louise Avenue
Residential subdivisions (not fronting Louise Avenue)

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Louise Avenue and Harlan Road
Signalized Intersection at Louise Avenue and Cambridge Drive
Side street stop at Louise Avenue and Bizzibe Street Intesection - Future signal
Side street stop at Louise Avenue and Warfield Road Intesection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	43 mph	41 mph
85th Percentile:	48 mph	46 mph
Nearest 5mph Increment:	50 mph	45 mph
Median:	43 mph	41 mph
10 mph Pace:	38-47	36-45
Percent in Pace:	75%	73%
Percent Below Pace:	9%	11%
Percent Above Pace:	16%	16%

Recommended Speed Limit: 45 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods. Rounding the recommended speed limit down to 45 mph for the westbound direction from the 85th percetile of 50 mph was determined to be appropriate in compliance with CVC Section 22358.6


Brad Taylor, PE

Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Louise Avenue Limits: Interstate 5
Harlan Road

Existing Conditions

Number of lanes:	2 Lanes EB, 3 Lanes WB	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	8,802	7,433
Transit Facilities:	None	Heavy Vehicle Percentage:	10%	10%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street

Description of Surrounding Area

Commercial land uses fronting Louise Avenue

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection on Louise Avenue and Interstate 5
Signalized Intersection on Louise Avenue and Harlan Road
Side street stops at Louise Avenue and Old Harlan Intesections

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

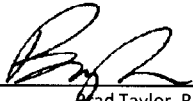
Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	37 mph	35 mph
85th Percentile:	41 mph	41 mph
Nearest 5mph Increment:	40 mph	40 mph
Median:	37 mph	35 mph
10 mph Pace:	33-42	31-40
Percent in Pace:	77%	79%
Percent Below Pace:	12%	4%
Percent Above Pace:	11%	17%

Recommended Speed Limit: 40 miles per hour (mph)

Justification

No field observed factors to justify reducing the recommended speed limit below the 85th percentile


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: River Islands Parkway Limits: McKee Boulevard
San Joaquin River bridge

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	35 mph	Average Daily Traffic (vehicles):	7,382	6,353
Transit Facilities:	None	Heavy Vehicle Percentage:	2%	4%

Bicycle and Pedestrian Facilities

Sidewalk on the south side of the street
Class II bicycle facilities on south side of the street

Description of Surrounding Area

Residential subdivisions (not fronting River Islands Parkway)
Vacant land

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at River Islands Parkway and McKee Blvd

Community Facilities

None

Collision History

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

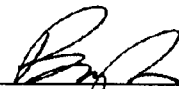
Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	45 mph	46 mph
85th Percentile:	51 mph	52 mph
Nearest 5mph Increment:	50 mph	50 mph
Median:	45 mph	46 mph
10 mph Pace:	40-49	42-51
Percent in Pace:	64%	74%
Percent Below Pace:	13%	8%
Percent Above Pace:	24%	18%

Recommended Speed Limit: 45 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods; (2) Presence of school aged children. Rounding the recommended speed limit down to 45 mph for both the eastbound and westbound directions from the 85th percetile of 50 mph was determined to be appropriate in compliance with CVC Section 22358.6



Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: River Islands Parkway Limits: Golden Valley Parkway
McKee Boulevard

Existing Conditions

Number of lanes:	3 Lanes in each direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	9,388	8,061
Transit Facilities:	None	Heavy Vehicle Percentage:	1%	<1%

Bicycle and Pedestrian Facilities

Description of Surrounding Area

Sidewalk on both sides of the street

Residential subdivisions (not fronting River Islands Parkway)

Parking Accomodations

Intersection Facilities

No Parking is permitted

Signalized Intersection at River Islands Parkway and Golden Valley Parkway
Signalized Intersection at River Islands Parkway and McKee Boulevard

Community Facilities

Collision History

Fire Station fronting River Islands Parkway

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	44 mph	43 mph
85th Percentile:	50 mph	48 mph
Nearest 5mph Increment:	50 mph	50 mph
Median:	44 mph	43 mph
10 mph Pace:	39-48	39-48
Percent in Pace:	74%	72%
Percent Below Pace:	7%	13%
Percent Above Pace:	19%	15%

Recommended Speed Limit: 45 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of residential neighborhoods. Rounding the recommended speed limit down to 45 mph for both the eastbound and westbound directions from the 85th percetile of 50 mph was determined to be appropriate in compliance with CVC Section 22358.6

Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Roth Road Limits: Interstate 5
Eastern City Limits

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	35 mph	Average Daily Traffic (vehicles):	8,000	8,000
Transit Facilities:	None	Heavy Vehicle Percentage:	36%	45%

Bicycle and Pedestrian Facilities

Sidewalk segments where gas stations front Roth Road

Description of Surrounding Area

Industrial and commercial land uses fronting Roth Road
Vacant land
Homes fronting Roth Road

Parking Accomodations

No Parking is permitted

Intersection Facilities

All-way stop at Roth Road and S Harlan Road Intersection
Railroad Crossing on Roth Road

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons?

No

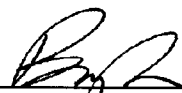
Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	36 mph	33 mph
85th Percentile:	42mph	39 mph
Nearest 5mph Increment:	40 mph	40 mph
Median:	36 mph	33 mph
10 mph Pace:	32-41	28-37
Percent in Pace:	69%	77%
Percent Below Pace:	15%	4%
Percent Above Pace:	17%	19%

Recommended Speed Limit: 40 miles per hour (mph)

Justification

No field observed factors to justify reducing the recommended speed limit below the 85th percentile


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Stonebridge Lane Limits: Harlan Road
Opal Street

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	30 mph	Average Daily Traffic (vehicles):	1,700	1,700
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Stonebridge Lane)
Vacant Land

Parking Accommodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Harlan Road and Stonebridge Lane
All-way stop at Stonebridge Lane and Rosewood Street Intersection
All-way stop at Stonebridge Lane and Opal Street Intersection

Community Facilities

Joseph Widmer Elementary School

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditions?

No


Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	25 mph	26 mph
85th Percentile:	28 mph	30 mph
Nearest 5mph Increment:	30 mph	30 mph
Median:	25 mph	26 mph
10 mph Pace:	21-30	21-30
Percent in Pace:	92%	82%
Percent Below Pace:	3%	8%
Percent Above Pace:	5%	11%

Recommended Speed Limit: 30 miles per hour (mph)

Justification

No field observed factors to justify reducing speed limit below the 85th percentile speed


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Stonebridge Lane Limits: Opal Street
Slate Street

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	30 mph	Average Daily Traffic (vehicles):	1,700	1,700
Transit Facilities:	None	Heavy Vehicle Percentage:	<1%	<1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street
Class II bicycle facilities on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Stonebridge Lane)

Parking Accommodations

Parking is not permitted

Intersection Facilities

All-way stop at Stonebridge Lane and Opal Street Intersection
All-way stop at Stonebridge Lane and Marble Street Intersection
All-way stop at Stonebridge Lane and Slate Street Intersection

Community Facilities

Joseph Widmer Elementary School

Collision History

Collision Rate and Pattern Indicative of Non-Apparent Conditions?

No

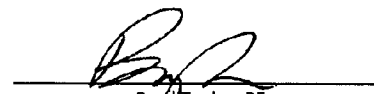
Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	27 mph	26 mph
85th Percentile:	32 mph	31 mph
Nearest 5mph Increment:	30 mph	30 mph
Median:	27 mph	26 mph
10 mph Pace:	23-32	22-31
Percent in Pace:	71%	73%
Percent Below Pace:	18%	15%
Percent Above Pace:	11%	12%

Recommended Speed Limit: 30 miles per hour (mph)

Justification

No field observed factors to justify reducing speed limit below the 85th percentile speed


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Wylin Boulevard Limits: River Islands Parkway
Garden Farms Avenue

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	25 mph	Average Daily Traffic (vehicles):	1,000	1,000
Transit Facilities:	None	Heavy Vehicle Percentage:	0%	0%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of the street

Description of Surrounding Area

Residential subdivisions (not fronting Wylin Boulevard)

Parking Accommodations

No parking is permitted

Intersection Facilities

Signalized Intersection at River Islands Parkway and Wylin Boulevard
Side street stops at Wylin Boulevard and Paxton Street Intersection
All-way stop at Wylin Boulevard and Garden Farms Avenue Intersection

Community Facilities

None

Collision History

Collision Rate and Pattern Indicative of Non-Apparent Conditions?

No

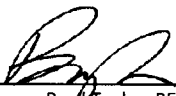
Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	26 mph	27 mph
85th Percentile:	31 mph	32 mph
Nearest 5mph Increment:	30 mph	30 mph
Median:	26 mph	27 mph
10 mph Pace:	22-31	23-32
Percent in Pace:	76%	75%
Percent Below Pace:	15%	13%
Percent Above Pace:	9%	12%

Recommended Speed Limit: 30 miles per hour (mph)

Justification

No field observed factors to justify reducing the recommended speed limit below the 85th percentile


Brad Taylor, PE
Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 8/11/2025

Location Description

Segment Name: Yosemite Avenue Limits: D'Arcy Parkway
Eastern City Limits

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Eastbound	Westbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	8,500	8,500
Transit Facilities:	None	Heavy Vehicle Percentage:	13%	6%

Bicycle and Pedestrian Facilities

Sidewalk on the south side of the street where industrial land use
Class II bicycle facilities on both sides of street

Description of Surrounding Area

Industrial and commercial land uses fronting Yosemite Ave
Vacant land
Homes fronting Yosemite Ave

Parking Accomodations

No Parking is permitted

Intersection Facilities

Signalized Intersection at Yosemite Ave and D'Arcy Parkway
Signalized Intersection at Yosemite Ave and McKinley Ave
Signalized Intersection at Yosemite Ave and Ringstrom Drive

Community Facilities

None

Collision History

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

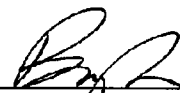
Current Speed Survey Data

	Eastbound	Westbound
50th Percentile:	42 mph	44 mph
85th Percentile:	49 mph	50 mph
Nearest 5mph Increment:	50 mph	50 mph
Median:	42 mph	44 mph
10 mph Pace:	38-47	40-49
Percent in Pace:	64%	65%
Percent Below Pace:	15%	17%
Percent Above Pace:	21%	18%

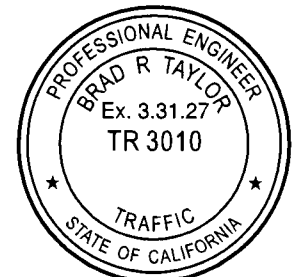
Recommended Speed Limit: 45 miles per hour (mph)

Justification

Justification for Rounding Down: (1) Proximity of intersections; (2) Proximity of residential driveways; (3) Class II bike lanes with no buffer. Rounding the recommended speed limit down to 45 mph for both the eastbound and westbound directions from the 85th percetile of 50 mph was determined to be appropriate in compliance with CVC Section 22358.6


Brad Taylor, PE

Registered Traffic Engineer



Segment Name: Cambridge Drive Limits: Lathrop Road and Louise Avenue Creation Date: 6/30/2018
 Segment Number: 15

Number of Lanes = 1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit = 25 mph	Average Daily Traffic (vehicles)	1,150	1,150
Transit Facilities = None	Heavy Vehicle Percentage	<1%	<1%

Bicycle and Pedestrian Facilities:

Description of Surrounding Area:

Sidewalk on both sides of street
 Bike facilities are not provided

Residential area per CVC 515

Parking Accommodations:

Intersection Facilities

Curbside (parallel) parking is permitted

Stop controlled at O Street
 Stop controlled at J Street
 Stop controlled at Thomsen Street
 Traffic Signal at Lathrop Road
 Traffic Signal at Louise Avenue

Community Facilities

Accident History

Some residential driveways are not clearly visible to approaching driver due to parked vehicles and landscaping

Accident rate and pattern Indicative of Non-Apparent Conditions?

No

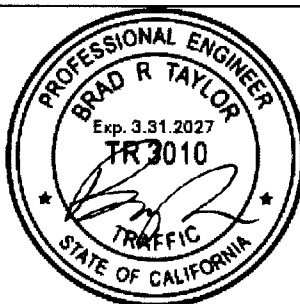
Current Speed Data:

	Northbound	Southbound
50th Percentile	26 mph	24 mph
85th Percentile	27 mph	26 mph
10 mph Pace	21-31 mph	20-30 mph
Percent in Pace	84%	86%
Percent Below Pace	2%	4%
Percent Above Pace	14%	10%

Recommended Speed Limit : 25 miles per hour (mph)

Justification:

No field observed factors to justify reducing speed limit below the 85th percentile speed



In accordance with California Vehicle Code Division 17, Chapter 3, Section 40802.c.2.B.i.II, I have evaluated the subject section of highway and determined that no significant changes in roadway or traffic conditions have occurred, including, but not limited to changes in adjoining property or land use, roadway width, or traffic volume; therefore, this Engineering & Traffic Survey is extended for 7 years from the following date: June 30, 2025.

Fred Choa, PE
 Registered Traffic Engineer



Segment Name:	Harlan Road	Limits:	Lathrop Road and Louise Avenue	Creation Date: 6/30/2018
Segment Number:	42			

Number of Lanes =	1 Southbound Lane between Lathrop Road and Louise Ave.	Traffic Volumes	Northbound	Southbound
	1 Northbound Lane between Louise and Thomsen	Average Daily Traffic (vehicles)	3,900	3,925
	2 Northbound Lanes between Thomsen and Lathrop	Heavy Vehicle Percentage	12%	12%
Posted Speed Limit = 40 mph				
Transit Facilities = None				

Bicycle and Pedestrian Facilities:	Description of Surrounding Area:
Sidewalk are provided on both sides between Louise and Old Harlan Road	Commercial development on both sides between Louise and old Harland Road
On the east side between Old Harlan and O	Residential between O Street and Thomsen
And between Thomsen and Lathrop	Commercial development between Thomsen and Lathrop
Bike facilities are not provided	

Parking Accommodations:	Intersection Facilities
None	Traffic Signal at Louise Avenue
	Traffic Signal at Lathrop Road

Community Facilities	Accident History
None	Accident rate and pattern Indicative of Non-Apparent Conditions? No

Current Speed Data:	Northbound	Southbound
50th Percentile	37 mph	36 mph
85th Percentile	42 mph	42 mph
10 mph Pace	33-43 mph	31-41 mph
Percent in Pace	84%	86%
Percent Below Pace	9%	9%
Percent Above Pace	7%	5%


Recommended Speed Limit : 40 miles per hour (mph)

Justification:

No field observed factors to justify reducing speed limit below the 85th percentile speed



In accordance with California Vehicle Code Division 17, Chapter 3, Section 40802.c.2.B.i.ii, I have evaluated the subject section of highway and determined that no significant changes in roadway or traffic conditions have occurred, including, but not limited to changes in adjoining property or land use, roadway width, or traffic volume; therefore, this Engineering & Traffic Survey is extended for 7 years from the following date: June 30, 2025.


 Fred Choa, PE
 Registered Traffic Engineer



Segment Name: Harlan Road Limits: Slate Street to Lathrop Road Creation Date: 6/30/2018
 Segment Number: 45

Number of Lanes = 1 Southbound Lane	Traffic Volumes	Northbound	Southbound
1 Northbound Lane between Lathrop and Warren	Average Daily Traffic (vehicles)	3,800	3,800
2 Northbound Lanes between Warren and Slate	Heavy Vehicle Percentage	6%	6%

Posted Speed Limit = 45 mph
 Transit Facilities = None

Bicycle and Pedestrian Facilities:	Description of Surrounding Area:
Sidewalk are provided on the east side of Harlan Road between Slate and 500 feet south of Warren'	Fronting commercial land uses between Lathrop Road and Warren Avenue
Bike facilities provided between Warren and Slate	Residential development located between Warren and Slate

Parking Accommodations:	Intersection Facilities
None	Traffic Signal at Lathrop Road
	Traffic Signal at Stonebridge Lane

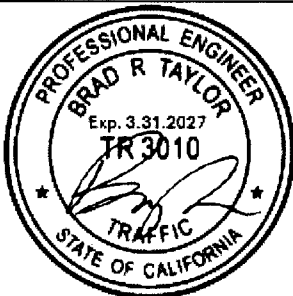
Community Facilities	Accident History
None	Accident rate and pattern Indicative of Non-Apparent Conditions? No

Current Speed Data:	Northbound	Southbound
50th Percentile	41 mph	42 mph
85th Percentile	46 mph	46 mph
10 mph Pace	37-47 mph	38-48 mph
Percent in Pace	82%	87%
Percent Below Pace	10%	5%
Percent Above Pace	8%	8%


Recommended Speed Limit : 45 miles per hour (mph)

Justification:

No field observed factors to justify reducing speed limit below the 85th percentile speed



In accordance with California Vehicle Code Division 17, Chapter 3, Section 40802.c.2.B.i.II, I have evaluated the subject section of highway and determined that no significant changes in roadway or traffic conditions have occurred, including, but not limited to changes in adjoining property or land use, roadway width, or traffic volume; therefore, this Engineering & Traffic Survey is extended for 7 years from the following date: June 30, 2025.


 Fred Choa, PE
 Registered Traffic Engineer



Segment Name: Harlan Road Limits: Roth Road and Slate Street Creation Date: 6/30/2018
 Segment Number: 52

Number of Lanes = 1 Lane in each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit = 50 mph	Average Daily Traffic (vehicles)	3,100	3,100
Transit Facilities = None	Heavy Vehicle Percentage	20%	20%

Bicycle and Pedestrian Facilities:

Description of Surrounding Area:

Sidewalk are not provided
 Bicycle facilities are not provided

Dirt shoulders along the majority of Harlan Road
 Fronting commercial and trucking land uses

Parking Accommodations:

Intersection Facilities

None

All way stop control at Roth Road

Community Facilities

Accident History

None

Accident rate and pattern Indicative of
 Non-Apparent Conditions?

No

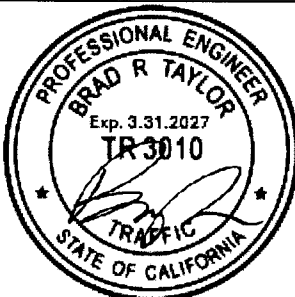
Current Speed Data:

	Northbound	Southbound
50th Percentile	43 mph	42 mph
85th Percentile	47 mph	47 mph
10 mph Pace	38-48 mph	38-48 mph
Percent in Pace	88%	88%
Percent Below Pace	5%	3%
Percent Above Pace	7%	9%

Recommended Speed Limit : 45 miles per hour (mph)

Justification:

No field observed factors to justify reducing speed limit below the 85th percentile speed



In accordance with California Vehicle Code Division 17, Chapter 3, Section 40802.c.2.B.i.II, I have evaluated the subject section of highway and determined that no significant changes in roadway or traffic conditions have occurred, including, but not limited to changes in adjoining property or land use, roadway width, or traffic volume; therefore, this Engineering & Traffic Survey is extended for 7 years from the following date: June 30, 2025.

Fred Choa, PE
 Registered Traffic Engineer



ITEM 6.1

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Measure C Oversight Committee, with Term Ending, June 30, 2028

MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

The Committee currently has two (2) available vacancies and will continue with recruitment until the second vacancy is filled.

- Two (2) seats available with existing terms ending June 30, 2028.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Michele Anderson <i>(Filled unscheduled vacancy left by L. Davis – resigned 1/21/2019)</i>	3/11/2019	7/11/2022	6/30/2025 (Termed Out)
Jim Hilson <i>(Filled unscheduled vacancy left by G. Neely – resigned 11/7/2021)</i>	2/14/2022	n/a	6/30/2025

One (1) application was received.

APPLICANTS FOR CONSIDERATION:

1. Jim Hilson, received 5/30/2025



COMMISSION/COMMITTEE APPLICATION

Applying for: Measure C Comm.tee

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 30 2025**

CITY CLERK

Name: Jim Hilson

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: 43 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: ST Cog - CAC Date: 2005 to Present

Location: Stockton, Ca Position(s): member

Responsibilities/accomplishments: Chair/ past Chair
Citizens Committee

Organization: Measure C Date: 2002-2003

Location: Lathrop, Ca Position(s): member

Responsibilities/accomplishments: 2x Chair

Community Activities that you have been involved with (feel free to attach additional pages)

Crossroad Grace Production team 2023-2025
Name of Organization Position/Responsibilities Audio Dates

Habit Productions technical Director 1996-2002
Name of Organization Position/Responsibilities/Accomplishments Dates

Special Awards or Recognitions you have received: technical Emmy (multiple)
Peacock Time Emmy 2002 (Philo Farrisworth
award (Dolby))

Educational Information:

Chabot College Electronics 1980
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.)

Helped author rezoning plan for historical
Lathrop

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature

30 MAY 2025
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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ITEM 6.2

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of Two (2) Members to the Parks and Recreation Commission, with Terms Ending, June 30, 2028

PARKS AND RECREATION COMMISSION – LMC CHAPTER 2.16

The Committee currently has two (2) available vacancies.

- Two (2) seat available with existing terms ending June 30, 2028.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Ajit Singh Sandhu	7/18/2016	6/10/2019 & 7/11/2022	6/30/2025 (Termed Out)
Jimmy Zien	6/10/2019	n/a	6/30/2025

Two (2) applications were received.

APPLICANTS FOR CONSIDERATION:

1. Jimmy Zien, received 4/3/2025
2. Linda Rose, received 6/5/2025



COMMISSION/COMMITTEE APPLICATION

Applying for: Parks & Recreation 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: Jimmy Zien

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: 7 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:

The Home Church 1984 - 2018
Organization Date

Campbell, CA Associate Pastor
Location Position(s)

Responsibilities/accomplishments: coordinated volunteers for community events (Easter, Christmas, etc.);
serve as Campbell Police Chaplain (1993- present); Board member Campbell Police Foundation

Home Church Lathrop 2018- present
Organization Date

Lathrop (volunteer) Community Pastor
Location Position(s)

Responsibilities/accomplishments: oversee annual Backpack giveaway, Fall Fest, and
Christmas Wishes events.

Community Activities that you have been involved with (feel free to attach additional pages)

<u>Campbell Rotary</u>	<u>member</u>	<u>~ 2011 - 2018</u>
Name of Organization	Position/Responsibilities	Dates

<u>Lathrop Sunrise Rotary</u>	<u>member</u>	<u>2018 - present</u>
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: 2010 Campbell Citizen of the Year

Educational Information:

<u>Fremont High School, Oakland, CA</u>	<u>diploma</u>	<u>-</u>	<u>1968</u>
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.)

- worked with Campbell Public Works dept. for park cleanup and tree planting days.
- board member Campbell Parks & Rec Foundation
- Lathrop Citizens Police Academy 2018

Please sign and date you application and submit to the Office of the City Clerk at the address below..

<u></u>	<u>4/2/25</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: PARKS & REC 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: JUN 05 2025

Name: LINDA ROSE **CITY CLERK**

Address: [REDACTED] City: LATHROP Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email:

Resident of the City of Lathrop: 80+ 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 ce

Employment/Volunteer Information:

LATHROP LIONS CLUB 2009—CURRENT
Organization Date

LATHROP PRESIDENT
Location Position(s)

Responsibilities/accomplishments: SUPPORTING LOCAL GROUPS & HELP FINANCE ACTIVITIES

CANCER RELAY FOR LIFE
Organization Date

LATHROP TEAM MEMBER
Location Position(s)

Responsibilities/accomplishments: FUND RAISERS TO SUPPORT THE FIGHT AGAINST CANCERS.

ORIGINAL SENIOR ADVISORY COMMISSIONER 1998

Name of Organization Position/Responsibilities Dates

<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
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Special Awards or Recognitions you have received: _____

DELTA COLLEGE	B	BUSINESS	1960-62
Educational Institution	Degree/Diploma	Field	Year

<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
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Signature Janice Rose Date 6-4-25

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

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ITEM 6.3

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **MAYOR'S REFERRAL**

RECOMMENDATION: **Appointment of Three (3) Members to the Senior Advisory Commission, with Terms Ending, June 30, 2028**

SENIOR ADVISORY COMMITTEE – LMC CHAPTER 2.24

The Committee currently has three (3) available vacancies.

- Three (3) seats available with existing terms ending June 30, 2028.

Existing Commissioner(s)	Date of Appointment	Reappointment Date	Term Expiration Date
Larry Belfield	6/13/2022	n/a	6/30/2025
Nadine White	6/13/2022	n/a	6/30/2025
Teresa Provencio	6/13/2022	n/a	6/30/2025

Three (3) applications were received.

APPLICANTS FOR CONSIDERATION:

1. Larry Belfield, received 5/15/2025
2. Mike Doughty, received 5/15/2025
3. Erica Crowder, received 7/7/2025



COMMISSION/COMMITTEE APPLICATION

Applying for: Senior 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

Name: Larry L. Belfield

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: 18 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:

Lathrop Senior Center
Organization

when needed
Date

15707 5th St. Lathrop CA
Location

Volunteer
Position(s)

Responsibilities/accomplishments: NEW LIFE CHURCH (ELDER) New Life in Christ

Christian Church
Organization

2015
Date

Location

Position(s)

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

<u>City of San Jose Recreation Dept</u>	<u>1973-1983</u>
Name of Organization	Position/Responsibilities
	Dates

<u>Recreation Sports Director East Side</u>	<u>1980-1983</u>
Name of Organization	Position/Responsibilities/Accomplishments
	Dates

Special Awards or Recognitions you have received: _____

Educational Information:

<u>SSU</u>	<u>No</u>	<u>Sociology</u>	<u>1972</u>
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 love working with the seniors and senior center staff

Please sign and date your application and submit to the Office of the City Clerk at the address below..

<u>[Signature]</u>	<u>4-1-2025</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: SENIOR ADVISORY COMMISSIONER

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: MIKE DOUGHTY

Address:

City:

LATHROP Zip: 95330

Telephone (home)

Telephone (work)

Telephone (cell)

Telephone (other)

Email:

resident of the City of Lathrop: 25 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:

RETIRED FEDERAL GOV'T SINCE 1999
Organization Date

Location

Position(s)

Responsibilities/accomplishments:

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
LATHROP SENIOR CTR	VOLUNTEER	CURRENT
LIVERMORE THANKS GIVING	PREP COOK	17 YEARS
COMMUNITY DINNER	4 COOK	

Special Awards or Recognitions you have received:

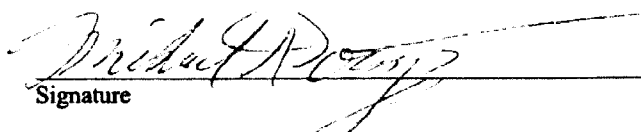
Educational Information:

Educational Institution	Degree/Diploma	Field	Year
SOUTHERN	NO DEGREE		
USAF + US ARMY RESERVES			5 YEARS
PRIVATE PILOTS LICENSE			47 YEARS

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

CHAIR FOR FACILITY VAMC STATION'S ANNUAL SAVINGS BOND DRIVE - GOAL 10% INCREASE. I ACHIEVED A FACILITY WIDE PARTICIPATION LEVEL OF OVER 50% (1ST TIME EVER) DEPT. OF TREASURY SENT AN AGENT TO THE FACILITY TO GIVE ME AN AWARDS CEREMONY AND CERTIFICATE.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature: 

Date: 3-21-25

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: SENIOR 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:

JUL 07 2025

Name: Erica L. Crowder

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: 18 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 Senior Advisory Commission 6/30/28

Organization *Date*

City of Lathrop, California Commissioner

Location *Position(s)*

Responsibilities/accomplishments: Help implement rules and regulations of the Lathrop Senior Center.

Happy Wanderers RV Club

Organization *Date*

Central Valley Club Secretary

Location *Position(s)*

Responsibilities/accomplishments: Keep accurate record of proceedings of club meetings, handle correspondence, and act in the absence of the treasurer.

Community Activities that you have been involved with (feel free to attach additional pages)

Senior Advisor Commission, Lathrop	member	6/30/24
<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>
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Special Awards or Recognitions you have received: "Certificate of Appreciation" in recognition for outstanding service to the City of San Francisco Police Department for performing duties with professionalism in the finest traditions of public service, 22 years. Awarded at the end of my retirement 05-13-2022, by William Scott, Chief of Police.

Educational Information:

San Francisco State University	Bachelor of Arts	Criminal Justice	2009
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
City College of San Francisco	Associate of Science	Business Administration	1982
<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.)

Recipient of the City and County of San Francisco (CCSF) "Certificate of Honor," presented to me on April 26, 2022, for outstanding service throughout my career with the CCSF for my efforts and dedication serving the public and benefitted the San Francisco Municipal Transportation Agency (MUNI) for five years, and most recently worked at the S.F. Police Department, as indicated that helped advance the Department's mission to excel in law enforcement, provided service with understanding, compassion, and integrity. Also the recipient of the "Key to the City of SF" for outstanding civil service. Awarded dated 04/26/2022 by London N. Breed, Mayor of SF.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Erica Crowder	7/4/25
<i>Signature</i>	<i>Date</i>

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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ITEM 6.4

CITY MANAGER'S REPORT JULY 14, 2025 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Planning Commission Due to an Unscheduled Vacancy, with Term Ending, June 30, 2026, plus Full 4 Year Term Ending June 30, 2030

MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

The Committee currently has one (1) available vacancy.

- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2026, plus Full 4 Year Term Ending June 30, 2030.

Commissioner Vacancy due to Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Gloryanna Rhodes <i>Resigned June 6, 2025</i>	1/14/2019	N/A	6/30/2026

Three (3) applications were received.

APPLICANTS FOR CONSIDERATION:

1. Jimmy Zien, received 6/16/2025
2. Mark Elliott, received 6/24/2025
3. Susan Zaca, received 6/30/2025



COMMISSION/COMMITTEE APPLICATION

RECEIVED

JUN 16 2023

Applying for: Planning 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: Jimmy Zien
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: 7 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>the Home Church, Inc.</u>	<u>1984-2018</u>
Organization	Date
<u>Campbell, CA</u>	<u>Associate Pastor</u>
Location	Position(s)

Responsibilities/accomplishments: Coordinated volunteers for community events, Campbell Police Chaplain (30+ years), board member Campbell Police Foundation

<u>Home Church Lathrop (formerly Thrive Church)</u>	<u>2018-present</u>
Organization	Date
<u>Lathrop, CA</u>	<u>Community Pastor, Board Member</u>
Location	Position(s)

Responsibilities/accomplishments: OVERSEE Annual community events

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
Lathrop Sunrise Rotary	member	2018 - present
City of Lathrop	Parks & Rec commissioner	2019 - present
Lathrop - Manteca Fire District	Board member	2024 - present

Special Awards or Recognitions you have received: 2010 Citizen of the Year - Campbell;
2023 Thirty-year chaplain recognition

Educational Information:

Educational Institution	Degree/Diploma	Field	Year
Fremont High School, Oakland, CA	diploma		1968

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.)

- Campbell GPAC committee (2011)
- Board member of Campbell Police Foundation and Parks & Rec Foundation
- worked with Campbell Public Works on park cleanup events
- Lathrop Rotary events (Flays Over Lathrop, Wine on the Farm, senior breakfasts...)
- grocery distribution in French Camp with Second Harvest and Golden Valley Health Center

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Signature:  Date: 6/13/25

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

Applying for: Planning Commission

JUN 24 2025

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: MARK A. ELLIOTT
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: 57 years

Do you have Transportation to attend the Commission meetings and Functions? Yes ☒ No ☐

Background Information:

Are you related to a current City Employee? _____

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization: San Joaquin County Probation Department Date: 29.5 years Retired 2019
Location: 533 Mathews Road, French Camp, CA Position(s): Deputy Chief Probation Officer

Responsibilities/accomplishments: Supervised Adult and Juvenile Probation
Division - Superior and Juvenile Justice Center

Organization: _____ Date: _____

Location: _____ Position(s): _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

City of Lathrop	Planning Commissioner	August 2010 - June 2016
Name of Organization	Position/Responsibilities	Dates

City of Lathrop	City Councilman	two appointed
Name of Organization	Position/Responsibilities/Accomplishments	Dates

Special Awards or Recognitions you have received: _____

Educational Information:

CSU Sacramento	B.S.	Criminal Justice	1992
Educational Institution	Degree/Diploma	Field	Year

Delta College	AA	Administrative Justice Public Service	1989
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.)

Lathrop High School Coach - Football - 2021 - 2025 -

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Mr. A. Elliott
Signature

6-24-25
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: Planning 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:

RECEIVED

JUN 30 2025

CITY CLERK

Name: Susan Zaca

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 ☒ Back ☐ Round ☐

Information:

Are you related to a current City Employee? No

If yes, give name and relationship --

Employment/Volunteer Information:

Kaiser Permanente

10/1/19

Organization

Date

Oakland

Product Manager

Location

Position(s)

Responsibilities/accomplishments: Define product strategy and vision for Kaisers PPO products, develop road maps from ideation to launch, and make decisions on new products or enhancements.

San Joaquin County Mosquito & Vector Control District

11/1/24

Organization

Date

Stockton

Board Member/Trustee

Location

Position(s)

Responsibilities/accomplishments: Responsible for strategic planning and providing oversight and accountability for the organization.

Community Activities that you have been involved with (feel free to attach additional pages)

Greater Lathrop Chamber of Commerce	Executive Board Member	2/1/25
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

River Islands	Citizens Advisory Board Member	6/1/24
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: --

Educational Information:


University of California, Berkeley	Bachelor of Arts	Urban Studies	2013
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

University of California, Berkeley	Masters	Business Administration	2023
<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.)

With a professional background in city planning, I bring both technical expertise
and a deep understanding of the long-term impacts of land use decisions.
I am committed to promoting responsible, equitable development that aligns with
community values and enhances quality of life. I value transparency, public input, and
data-informed decision-making, and I look forward to contributing meaningfully
to the Commission's work.

Please sign and date your application and submit to the Office of the City Clerk at the address below..



Signature

6/27/25

Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

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