

August 11, 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.



August 11, 2025 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING

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

<https://www.zoomgov.com/j/1604616188?pwd=6pu7z6mKF9JoabkW1nSa9djrBQBJze.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
 - o 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: 160 461 6188 / Passcode: 038542
- ✚ 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, AUGUST 11, 2025, 7:00 P.M.
CLOSED SESSION, 6:15 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 LIABILITY CLAIM: Pursuant to CA Government Code Section 54956.95:

- Claimant: Ayden Horn
Agency Claimed Against: City of Lathrop

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

- 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 - None

3. CITIZEN'S FORUM

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest 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 June 9, 2025, and the Special City Council Meeting of June 23, 2025 (at 1:30 p.m.).
- 4.3 FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT
Adopt Resolution to Approve Fixed Route Fare Free Pilot Program for Lathrop Transit through December 31, 2025
- 4.4 APPLY FOR DIRECT RECIPIENT STATUS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FTA FUNDING
Adopt Resolution Authorizing the City Manager or His Designee to Apply for Direct Recipient Status with the Federal Transit Administration (FTA) and to Execute Any Necessary Grant Applications, Agreements and Certifications and Assurances Necessary to Obtain Direct Recipient Status, Subject to Legal Review and Approval
- 4.5 APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2024-25
Adopt Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2024-25

- 4.6 APPROVE AN UPDATE TO CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY JOINT POWERS AGREEMENT, AS AMENDED JULY 1, 2025
Adopt Resolution to Approve an Amendment to the Joint Power Agreement of the Central San Joaquin Valley Risk Management Authority as Amended July 1, 2025
- 4.7 APPROVE PURCHASE OF TWO (2) POOL VEHICLES FROM ELK GROVE TOYOTA FOR THE CITY MANAGER AND CITY ATTORNEY DEPARTMENTS
Adopt Resolution to Approve the Purchase of Two (2) Pool Vehicles from Elk Grove Toyota for the City Manager and City Attorney Departments
- 4.8 APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT
Adopt Resolution to Approve Agreement to Provide Law Enforcement Services to The American Heart Association for the 209 Heart & Stroke Walk Event on September 13, 2025
- 4.9 APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC FINANCING AUTHORITY
Adopt Resolution to Approve Judith Blumhorst as a Public Member to the Mossdale Tract Enhanced Infrastructure Financing District's Public Financing Authority
- 4.10 RATIFY CITY MANAGER'S APPROVAL OF OUT OF STATE TRAVEL TO GOODYEAR, ARIZONA ON JULY 30, 2025, FOR THE SENIOR CONSTRUCTION MANAGER TO EVALUATE WASTEWATER TREATMENT FACILITY
Adopt Resolution to Ratify City Manager's Approval of Out of State Travel to Goodyear, Arizona on July 30, 2025, for the Senior Construction Manager to Evaluate Wastewater Treatment Facility
- 4.11 APPROVE OUT OF STATE TRAVEL TO ATTEND THE 2025 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) ADVOCACY TRIP IN WASHINGTON, D.C.
Adopt Resolution Authorizing Out of State Travel for the City Manager to Represent the City of Lathrop on the SJAFCA Board of Directors at the 2025 Advocacy Trip to Washington, D.C., September 15-17, 2025
- 4.12 APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC., AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

Adopt Resolution to Approve Amendments to Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group LLC., and TRB and Associates, Inc., and Approving Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Services to the Building Department

- 4.13 APPROVE CONSTRUCTION CONTRACT WITH NORGO ENGINEERING, INC., FOR THE CONSTRUCTION OF CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET AMENDMENT

Adopt Resolution to Approve Construction Contract with Norgo Engineering, Inc., for Christopher Way Pipeline Maintenance and Approve Budget Amendment

- 4.14 APPROVE CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC., FOR THE CONSTRUCTION OF TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05

Adopt Resolution to Approve a Construction Contract with Consolidated Engineering, Inc., for the Construction of Tesla Drive and Christopher Way Pavement Rehabilitation, CIP PS 24-05

- 4.15 APPROVE TASK ORDER NO. 1 WITH ENGEO, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR CTF PHASE 4 EXPANSION, CIP WW25-26

Adopt Resolution to Approve Task Order No. 1 with ENGEO Inc. for Construction Engineering Services for CTF Phase 4 Expansion, CIP WW 25-26

- 4.16 AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR REIMBURSEMENT OF STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS

Adopt Resolution to Authorize the City Manager to Execute Master Agreements and Program Supplement Agreements with the California Department of Transportation (Caltrans) for State and Federal Funding Projects and Authorize the City Engineer to Execute Right-of-Way Certifications

- 4.17 RATIFY THE PURCHASE OF CORE TECHNOLOGY LICENSING WITH INSIGHT PUBLIC SECTOR INC.

Adopt Resolution to Ratify the Purchase of Core Technology Licensing with Insight Public Sector Inc.

- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE, INC., FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07
Adopt Resolution to Accept Public Improvements Constructed by MG & JC Concrete, Inc., for Towne Centre Drive Raised Crosswalk, CIP PS 24-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.19 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SIERRA TRAFFIC MARKINGS, INC., FOR STRIPING IMPROVEMENTS, CIP PS 25-18
Adopt Resolution to Accept Public Improvements Constructed by Sierra Traffic Markings, Inc., for Striping Improvements, CIP PS 25-18, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.20 RATIFY CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR MCKINLEY AVE FORCE MAIN INTERTIE, CIP WW 25-23
Adopt Resolution to Ratify City Manager's Execution of Amendment No. 1 to the Agreement Between the City of Lathrop and Black Water Consulting Engineers to Provide Engineering Design Services for the Mckinley Avenue Force Main Intertie, CIP WW 25-23

RIVER ISLANDS DEVELOPMENT CONSENT ITEMS

- 4.21 ACCEPTANCE OF ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149 FROM RIVER ISLANDS
Adopt Resolution to Accept Roll Tide Way and Winton Avenue in Tract 4149 from River Islands and Release of Performance and Labor & Materials Bonds

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER GENERAL PLAN AMENDMENT NO. GPA-22-23, REZONE NO. 22-24, SPECIFIC PLAN NO. SPA-22-25, VESTING TENTATIVE SUBDIVISION MAP NO. VTM-22-27, AND WILLIAMSON ACT CANCELLATION NO. AGC-22-28 FOR THE MOSSDALE LANDING WEST PROJECT
Council to Consider the Following:
1. Hold a Public Hearing;
 2. Adopt Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project;
 3. Adopt Resolution Approving a General Plan Amendment of the Subject Properties to LD, Low Density Residential, P, Park, and OS, Open Space;

4. Introduce and Conduct First Reading of an Ordinance for the Mossdale Landing West Specific Plan;
5. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment to RL-MV, Low Density Residential, P-MV, Park, and OS-MV, Open Space and Zoning Text Amendments Related to the Mossdale Landing West Project;
6. Adopt Resolution Approving a Vesting Tentative Subdivision Map No. 4146 to Subdivide the Subject Properties into 829 Single-Family Residential Lots, a Neighborhood Park, Linear Park, Open Space Areas, and Major Roadway Improvements for the Mossdale Landing West Project; and
7. Adopt Resolution Approving Findings Related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 on Specified Property

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY LOCATED AT 134 ROTH ROAD OWNED BYINDERPAL SINGH (APN 196-020-04) BY EMINENT DOMAIN

City Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt Resolution of Necessity of the City of Lathrop to Acquire Real Property in Connection with the Harlan Road Realignment, CIP PS 14-04; Make Findings and Determinations; and Authorize Eminent Proceedings (134 Roth Road owned by Inderpal Singh, APN 196-020-04)

5.3 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 Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code

5.4 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Approve Appointment of the City's Voting Delegate and Alternate for the 2025 League of California Cities Annual Conference, October 8-10, 2025, at the Long Beach Convention Center

6. COUNCIL COMMUNICATIONS

6.1 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)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 9, 2025, 7:00 P.M.
CLOSED SESSION, 6:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:00 p.m. The Regular Meeting reconvened at 7:03 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER - Mayor Akinjo called the meeting to order at 6:00 p.m.

1.2 CLOSED SESSION

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

RECONVENE – Mayor Akinjo reconvened the meeting at 7:03 p.m.

1.2.2 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, Church in the Park, provided the invocation.

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER - None

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Items 4.20 through 4.22, due to her employment with Dell'Osso Farms.

2. PRESENTATIONS

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

Mayor Akinjo and Parks and Recreation Director Todd Sebastian provided certificates of recognition to the Lathrop High School Boys' Varsity Tennis Team for ranking first place in the Western Athletic Conference League Standings.

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

Mayor Akinjo and Parks and Recreation Director Todd Sebastian provided certificates of recognition to the Lathrop High School Boys' Varsity Golf Team for ranking first place in the Western Athletic Conference League Standings.

2.3 PROCLAMATION DECLARING JUNE 19, 2025, AS CELEBRATION OF JUNETEENTH NATIONAL FREEDOM HOLIDAY

Councilmember Dresser, on behalf of the City Council, presented a proclamation declaring June 19, 2025, as celebration of Juneteenth National Freedom Day.

2.4 PROCLAMATION DECLARING JUNE 2025 AS PRIDE MONTH

Vice Mayor Torres-O'Callaghan on behalf of the City Council presented a proclamation declaring June 2025 as Pride Month.

2.5 INTRODUCTION OF NEW EMPLOYEE

Parks and Recreation Director Todd Sebastian introduced Kelli Ibarra as the new Administrative Assistant for the Parks and Recreation Department.

3. CITIZEN'S FORUM

Detra Cotton, in-person speaker, expressed concern with the permitting process related to food vendors participating in the Juneteenth and July 1st events.

4. CONSENT CALENDAR

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council approved the Consent Calendar, Items 4.1 through Item 4.19, by the following roll call vote:

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

Waived full reading and adopted **Ordinance 25-466** 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.

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

Waived full reading and adopted **Ordinance 25-467** adding Chapter 9.05, entitled "Public Urination and Defecation Prohibited" to Title 9, "Public Peace and Welfare" of the Lathrop Municipal Code.

4.4 APPROVE JULY 1ST LATHROP BIRTHDAY CELEBRATION TEMPORARY STREET CLOSURES ON CRESPI STREET AND LOCOMOTIVE STREET

Adopted **Resolution 25-5812** approving temporary street closures for the July 1st Lathrop Birthday Celebration on July 1, 2025, on Crespi Street and Locomotive Street.

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

1. Adopted **Resolution 25-5813** approving Annual Industrial Solid Waste License for California Waste Recovery Systems, LLC., for FY 25-26;
2. Adopted **Resolution 25-5814** approving Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for FY 25-26;
3. Adopted **Resolution 25-5815** approving Annual Industrial Solid Waste License for Republic Services for FY 25-26;
4. Adopted **Resolution 25-5816** approving Annual Industrial Solid Waste License for Stockton Scavengers for FY 25-26;
5. Adopted **Resolution 25-5817** approving Annual Industrial Solid Waste License for Tesla, Inc., for FY 25-26; and
6. Adopted **Resolution 25-5818** approving Annual Industrial Solid Waste License for Tony and Sons Trucking, Inc., FY 25-26.

4.6 APPROVE AGREEMENT WITH THE MANTECA BULLETIN FOR PUBLICATION OF LEGAL ADVERTISEMENTS

Pulled by Councilmember Dresser. A question and answer period followed. Government Services Director and City Clerk Teresa Vargas provided additional information.

Adopted **Resolution 25-5819** approving an Agreement with the Manteca Bulletin for Publication of Legal Advertisements for the Period of July 1, 2025, through June 30, 2026.

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

Adopted **Resolution 25-5820** approving a General Services Agreement for on-call construction services for wet utility and street repairs with Soracco, Inc.

4.8 APPROVE PUBLIC INFRASTRUCTURE CREDIT AND REIMBURSEMENT AGREEMENT WITH PHELAN-HAUGEN, LLC., AND LASALLE INCOME & GROWTH FUND VII REIT, LLC., RELATING TO THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AREA AND ADJUSTMENT TO THE GASB 34 REPORTS ASSOCIATED WITH PUBLIC IMPROVEMENTS FOR PARCEL MAPS 19-03 AND 21-02

Adopted **Resolution 25-5821** approving a Public Infrastructure Credit and Reimbursement Agreement with Phelan-Haugen, LLC., and LaSalle Income & Growth Fund VII REIT, LLC., relating to the Lathrop Gateway Business Park Specific Plan Area and an adjustment to the GASB 34 Reports associated with Parcel Maps 19-03 and 21-02.

- 4.9 APPROVE AMENDMENT NO. 6 WITH WSP USA, INC., FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04, AND APPROVE BUDGET AMENDMENT

Pulled by Councilmember Dresser. A question and answer period followed. Assistant City Manager Michael King, City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information.

Adopted **Resolution 25-5822** approving Amendment No. 6 with WSP USA, Inc., for the Manthey Road Bridge Replacement Project, CIP PS 12-04, and approving related budget amendment.

- 4.10 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC., FOR THE DESIGN OF THE SIDEWALK AND LANDSCAPE IMPROVEMENTS, PHASE I PROJECT, CIP PS 25-14

Adopted **Resolution 25-5823** approving Professional Service Agreement with Westwood Professional Services, Inc., for Design of Sidewalk and Landscape Improvements, Phase I Project, CIP PS 25-14.

- 4.11 APPROVE CONSTRUCTION CONTRACT WITH MG AND JC CONCRETE, INC., FOR MOSSDALE COMMUNITY SIDEWALK REPAIRS, CIP PS 25-25

Adopted **Resolution 25-5824** approving Construction Contract with MG and JC Concrete, Inc., for Mossdale Community Sidewalk Repairs, CIP PS 25-25.

- 4.12 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., TO PREPARE A WATER SUPPLY FEASIBILITY STUDY, CIP PW 20-16

Adopted **Resolution 25-5825** approving a Professional Services Agreement with Carollo Engineers, Inc., to prepare a Water Supply Feasibility Study, CIP PW 20-16.

- 4.13 APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36

Adopted **Resolution 25-5826** approving Amendment No. 4 to the Professional Services Agreement with Carollo Engineers, Inc., for Aquifer and Storage Recovery Project, CIP PW 22-36

- 4.14 APPROVE TASK ORDER NO. 4 WITH ENGEO, INC., FOR CTF PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 25-5827** approving Task Order No. 4 with ENGEO, Inc., for the Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38, and approving related budget amendment.

- 4.15 RATIFY THE CONSOLIDATION AND EXTENSION OF EXISTING CONTRACTS WITH AXON FOR THE LATHROP POLICE DEPARTMENT

Adopted **Resolution 25-5828** ratifying consolidation and extension of existing Contracts with Axon for the Lathrop Police Department.

- 4.16 APPROVE CONSTRUCTION CONTRACT WITH PACIFIC EXCAVATION, INC. FOR THE CONSTRUCTION OF RIVER ISLANDS PARKWAY AND OBERLIN AVENUE TRAFFIC SIGNAL PROJECT, CIP PS 25-12

Adopted **Resolution 25-5829** approving a Construction Contract with Pacific Excavation, Inc., for River Islands Parkway and Oberlin Avenue Traffic Signal Project, CIP PS 25-12.

- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC CO., INC., FOR SOUTH LATHROP SURVEILLANCE SYSTEM, CIP GG 23-19, RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 25-5830** approving public improvements constructed by Bockmon & Woody Electric Co., Inc., for the South Lathrop Surveillance System, CIP GG 23-19, authorizing the filing of a Notice of Completion, releasing contract retention, releasing the Performance and Payment Bonds, ratifying City Manager's execution of Contract Change Order No. 2, and approving related budget amendment.

- 4.18 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY GCJ, INC., FOR WELL 7 PUMP HOUSE IMPROVEMENTS, CIP PW 25-09

Adopted **Resolution 25-5831** accepting public improvements constructed by GCJ, Inc., for Well 7 Pump House Improvements, CIP PW 25-09, and authoring the filing of a Notice of Completion, releasing contract retention, and releasing Performance and Payment Bonds.

- 4.19 REJECT ALL BIDS FOR CONSTRUCTION OF STANFORD CROSSING EXTENSION AND DOS REIS ROAD WIDENING ASSOCIATED WITH THE LATHROP ANIMAL CENTER PROJECT, CIP GG 23-11

Adopted **Resolution 25-5832** rejecting all bids for Construction of Stanford Crossing Extension and Dos Reis Road Widening Associated with the Lathrop Animal Center Project, CIP GG 23-11.

RIVER ISLANDS DEVELOPMENT CONSENT ITEMS

Councilmember Lazard recused herself at 7:48 p.m., following the vote of the consent calendar, prior to the vote of Item 4.20, due to declared conflict of interest as noted on Item 1.8.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Dresser, the City Council approved the River Islands Development Consent Items 4.20 through Item 4.22, by the following roll call vote:

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

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

Adopted **Resolution 25-5833** approving Final Map for Tract 3839 Village R within the East Village District, totaling 20 single family lots, and a Subdivision Improvement Agreement with River Islands Custom Homesites, LLC.

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

Adopted **Resolution 25-5834** approving Final Map for Tract 4271 Village 27 Unit 1 within the West Village District, totaling 34 single family lots, Annexation into CFD 2023-1, and a Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

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

Adopted **Resolution 25-5835** accepting Phase 2 Sewer Lift Station B1 located on Callerton Avenue associated with the Subdivision Improvement Agreement for tract 4155 from River Islands Development Area 1, LLC.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais at 7:51 p.m.

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

City Engineer Brad Taylor provided the presentation. A question and answer period followed the presentation. Mayor Akinjo opened the public hearing. Shelita Jefferson (in-person speaker) expressed concerns with traffic impacts to the Garden Farms area. There were no other speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Introduced and waived first reading of an Ordinance of the City Council of the City of Lathrop amending Title 10, Chapter 10.24, Section 10.24.030 "Designated No Parking Areas" of the Lathrop Municipal Code.

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

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

Community Development Director Rick Caguiat provided the presentation. A question and answer period ensued throughout the presentation. City Engineer Brad Taylor and City Manager Stephen Salvatore provided additional information. A question and answer period continued. Mayor Akinjo opened the public hearing. PJ Khinda (in-person speaker) commented on being a property owner on De Lima Road and expressed his support for the proposed project. There were no other speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing;
2. Adopted **Resolution 25-5836** approving an Amendment to the Ashley Furniture Project Conditional Use Permit No. CUP-23-08 regarding allowable land uses, modification to the conditions of approval.

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

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

Deputy City Manager Thomas Hedegard and Human Resources Director Juliana Burns the presentation. A question and answer period followed the presentation. City Manager Stephen Salvatore provided additional information. Mayor Akinjo opened the public hearing. There were no speakers. Mayor Akinjo closed the public hearing.

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

1. Held a Public Hearing; and
2. Adopted **Resolution 25-5837** accepting the status of City of Lathrop employee vacancies, recruitment and retention efforts as required by Assembly Bill 2561 (Government Code Section 3502.3).

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

5.4 ESTABLISH THE LATHROP POLICE DEPARTMENT EXPLORER PROGRAM

Police Captain Richard Barriers provided the presentation. A question and answer period followed the presentation. Deputy City Manager Thomas Hedegard provided additional information.

On a motion by Councilmember Lazard, seconded by Councilmember Diallo, the City Council adopted **Resolution 25-5838** establishing the Lathrop Police Department Explorer Program, by the following roll call vote.

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

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR AKINJO REFERRAL - Appointment of Thirteen (13) Members to the Youth Advisory Commission, with Terms Ending, May 31, 2026
- Twenty-Two (22) Applications Received

Mayor Akinjo made the following appointments, giving priority to High School Seniors and Juniors, due to not being able to apply after graduation:

Youth Advisory Commission**Term Expires**

Faren Ahmadi (voting member)	May 31, 2026
Shubneet Kaur (voting member)	May 31, 2026
Erin Payopay (voting member)	May 31, 2026
Riya Chand (voting member)	May 31, 2026
Prabhnoor Kaur (voting member)	May 31, 2026
Dahlia Ricaldi (voting member)	May 31, 2026
Myli Bella Charliee Babagay (voting member)	May 31, 2026
Vivianna Salcedo (voting member)	May 31, 2026
Sudais Ahmadi (voting member)	May 31, 2026
Savanna Quezada (voting member)	May 31, 2026
Shelby Jauregui (voting member)	May 31, 2026
Graziell Jimenez (voting member)	May 31, 2026
Rishitha Anumothu (voting member)	May 31, 2026
<i>Amrender Bains (non-voting member)</i>	<i>May 31, 2026</i>
<i>Janvi Patel (non-voting member)</i>	<i>May 31, 2026</i>
<i>Emilio Julian Torres (non-voting member)</i>	<i>May 31, 2026</i>
<i>Ajaypriyan Arulkumar (non-voting member)</i>	<i>May 31, 2026</i>
<i>Naleyah Hinkston (non-voting member)</i>	<i>May 31, 2026</i>
<i>Aiyana Smith (non-voting member)</i>	<i>May 31, 2026</i>
<i>Evangelina Quezada (non-voting member)</i>	<i>May 31, 2026</i>
<i>Eshamei Payopay (non-voting member)</i>	<i>May 31, 2026</i>
<i>Harjot Brar (non-voting member)</i>	<i>May 31, 2026</i>

By consensus, the City Council approved the appointment made by Mayor Akinjo as noted above.

- 6.2 MAYOR AKINJO REFERRAL – Set Application Deadline for One (1) Member to the Planning Commission, with Term Ending June 30, 2026, due to Unexpired Term Vacancy

Mayor Akinjo set the application deadline to June 30, 2025, with appointment at the Regularly Scheduled Meeting in July.

- 6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None
- 6.4 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Dresser requested an update on the completion of the Historic Lathrop Arches Project. City Engineer Brad Taylor provided a brief update. Vice Mayor Torres-O'Callaghan requested an update on public communication efforts and implementation of an application for illegal fireworks reporting. Fire Chief Dave Bramell provided additional information on the TNT Fireworks reporting application. Mayor Akinjo commented on the need for proactive enforcement efforts to prevent illegal fireworks. Police Chief Stephen Sealy provided additional information on enforcement efforts and social media communication.

Councilmember Diallo requested information regarding citation and penalty process for repeating offenders of illegal fireworks. Police Chief Sealy provided additional information on the matter. Councilmembers thanked those in attendance.

7. **ADJOURNMENT** – There being no further business, Mayor Akinjo adjourned the meeting at 8:46 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
MONDAY, JUNE 23, 2025, 1:30 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Special Meeting commenced at 1:33 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Mayor Akinjo called the meeting to order at 1:33 p.m.
- 1.2 ROLL CALL – Present: Mayor Akinjo; Vice Mayor Torres-O’Callaghan; and Councilmembers: Diallo, Dresser and Lazard.

Absent: None.
- 1.3 PLEDGE OF ALLEGIANCE – Mayor Akinjo led the pledge of allegiance.
- 1.4 DECLARATION OF CONFLICT(S) OF INTEREST – None

2. CONSENT ITEM(S)

- 2.1 TRANSIT OPERATIONS AND CAPITAL BUDGET – FISCAL YEARS 2025-2026 & 2026-2027

On a motion by Councilmember Diallo, seconded by Vice Mayor Torres-O’Callaghan, the City Council adopted **Resolution 25-5839** authorizing the Transit Operations and Capital Budget for Fiscal Years 2025-2026 and 2026-2027, by the following roll call vote.

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

- 3. **ADJOURNMENT** – There being no further business, Mayor Akinjo adjourned the meeting at 1:38 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.3

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**ITEM: FIXED ROUTE FARE FREE PILOT PROGRAM FOR
 LATHROP TRANSIT**

RECOMMENDATION: Adopt Resolution to Approve Fixed Route Fare Free Pilot Program for Lathrop Transit through December 31, 2025

SUMMARY:

The City of Lathrop recently launched a new microtransit system that offers a flexible, on-demand transportation service aimed at improving mobility throughout the City. There is also a fixed route component to the service called the "School Tripper" that runs in the morning and afternoon to ensure that students, parents, and school employees are able to get to school. This is not a school bus and is available to the public as well as the funding for this program cannot be restricted to school use only. Staff is proposing a fixed route fare free pilot program through the end of calendar year 2025 to build ridership on the "School Tripper" route.

Fare free fixed routes make the microtransit system accessible to all potential transit riders in the community. This pilot program will allow the City to provide transit equitably, eliminating the fixed route fare can make a tangible difference for many riders. Eliminating fixed route fares injects money back into the local economy. Riders and families spending \$30-60 per month on fares today can instead invest those dollars back into their family, their homes, food, health care, and retail in Lathrop. Without fare collection, microtransit van drivers can speed up service without pausing to verify reduced fare eligibility, or manage the collection and questions that can result at the time of fare payment.

The pilot program will also allow staff to collect data on ridership and utilization that may otherwise take years to materialize. By making the microtransit system as accessible as possible staff will be able to see the true demand that exists within Lathrop. The current fares collected on fixed route microtransit are de minimis to the overall funding of the system. The fare free pilot program meets the funding criteria for all revenue sources that the City currently uses to fund Lathrop Transit. The assumption of low fare revenue has been built into the microtransit systems operational budget. Impacts of this pilot program will be re-evaluated in Q4 2025 to determine if it is operationally and financially feasible to extend the program beyond December 31, 2025.

BACKGROUND:

The City of Lathrop recently launched a new microtransit system that offers a flexible, on-demand transportation service aimed at improving mobility throughout the City. There is also a fixed route component to the service called the "School Tripper" that

CITY MANAGER'S REPORT**PAGE 2****AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING****FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT**

runs in the morning and afternoon to ensure that students, parents, and school employees are able to get to school. This is not a school bus and is available to the public as well as the funding for this program cannot be restricted to school use only. Staff is proposing a fixed route fare free pilot program through the end of calendar year 2025 to build ridership on the "School Tripper" route.

Fare free fixed routes make the microtransit system accessible to all potential transit riders in the community. This pilot program will allow the City to provide transit equitably, eliminating the fixed route fare can make a tangible difference for many riders. Eliminating fixed route fares injects money back into the local economy. Riders and families spending \$30-60 per month on fares today can instead invest those dollars back into their family, their homes, food, health care, and retail in Lathrop. Without fare collection, microtransit van drivers can speed up service without pausing to verify reduced fare eligibility, or manage the collection and questions that can result at the time of payment.

Current fares to take a trip within the City are \$2, with discounted fares of \$1 for adults age 62 and older, youth/students aged 17 or younger, and anyone who is ADA-eligible. The new service, operated by Unified Transit, provides convenient transportation through a fleet of branded Lathrop Transit vans driven by professionally trained drivers. Passengers can easily schedule affordable (\$2 or \$1) rides through a phone call, (wheelchair-accessible vehicles available upon request.) This professional transit service makes it simple for residents to reach work, shopping, medical appointments, and other essential destinations, proving particularly valuable for seniors, students, and residents without personal vehicles.

Current Lathrop Transit Fares:

	Fixed Route Fares			Dial-A-Ride & ADA Paratransit		
	One Way	10-Ride Pass	31-Day Pass	One Way	10-Ride Pass	31-Day Pass
General (18-61)	\$2	\$18	\$45	\$2	\$18	\$45
Seniors, ADA, Youth(2-17)	\$1	\$9	\$30	\$1	\$9	\$30
Children Under 2 (with accompanying adult)	Free	Free	Free	Free	Free	Free

CITY MANAGER’S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT

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Proposed Fixed Route Fare Free Pilot Program for Lathrop Transit through 12/31/25:

	Fixed Route Fares			Dial-A-Ride & ADA Paratransit		
	One Way	10-Ride Pass	31-Day Pass	One Way	10-Ride Pass	31-Day Pass
General (18-61)	Free	Free	Free	\$2	\$18	\$45
Seniors, ADA, Youth(2-17)	Free	Free	Free	\$1	\$9	\$30
Children Under 2 (with accompanying adult)	Free	Free	Free	Free	Free	Free

The pilot program will also allow staff to collect data on ridership and utilization that may otherwise take years to materialize. By making the microtransit system as accessible as possible staff will be able to see the true demand that exists within Lathrop. The current fares collected on fixed route microtransit are de minimis to the overall funding of the system. The fare free pilot program meets the funding criteria for all revenue sources that the City currently uses to fund Lathrop Transit. The assumption of low fare revenue has been built into the microtransit systems operational budget. Impacts of this pilot program will be re-evaluated in Q4 2025 to determine if it is operationally and financially feasible to extend the program beyond December 31, 2025.

The hours of operation for microtransit are Monday through Friday 7am until 5pm, except on holidays. More information on the specific route and pickup times are available on the Lathrop Transit website at: www.lathroptransit.com A mobile application is in the development stages and should be available soon. For more information on the new micro-transit service, please call Lathrop Transit at (866) 495-LIFT (5438) to make a reservation.

REASON FOR RECOMMENDATION:

The revised fare structure will remove a financial barrier for transit riders and families to access public transportation. The tasks associated with the oversight, management, and security of transit fares are onerous considering the de minimis funds collected. Free fares have been demonstrated to increase ridership in other agencies that have implemented similar pilot programs. Staff recommends the City Council approve the Fixed Route Fare Free Pilot Program for Lathrop Transit through December 31, 2025

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FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT

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FISCAL IMPACT:

The current fares collected on fixed route microtransit are de minimis to the overall funding of the system. The fare free pilot program meets the funding criteria for all revenue sources that the City currently uses to fund Lathrop Transit. The assumption of low fare revenue has been built into the transit operational budget. Impacts of this pilot program will be re-evaluated in Q4 2025 to determine if it is operationally and financially feasible to extend the program beyond December 31, 2025.

ATTACHMENTS:

- A. Resolution to Approve Fixed Route Fare Free Pilot Program for Lathrop Transit through December 31, 2025

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT**

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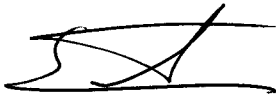
APPROVALS:



Thomas Hedegard
Deputy City Manager

8/5/2025

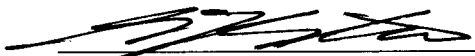
Date



Salvador Navarrete
City Attorney

8-5-2025

Date



Stephen J. Salvatore
City Manager

8.6.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE THE FIXED ROUTE FARE FREE PILOT PROGRAM FOR LATHROP TRANSIT THROUGH DECEMBER 31, 2025

WHEREAS, the City of Lathrop recently launched a new microtransit system that offers a flexible, on-demand transportation service aimed at improving mobility throughout the City; and

WHEREAS, there is also a fixed route component to the service called the "School Tripper" that runs in the morning and afternoon to ensure that students, parents, and school employees are able to get to school. This is not a school bus and is available to the public as well as the funding for this program cannot be restricted to school use only; and

WHEREAS, fare free fixed routes make the microtransit system accessible to all potential transit riders in the community. This pilot program will allow the City to provide transit equitably, eliminating the fixed route fare can make a tangible difference for many riders. Eliminating fixed route fares injects money back into the local economy. Riders and families spending \$30-60 per month on fares today can instead invest those dollars back into their family, their homes, food, health care, and retail in Lathrop; and

WHEREAS, the pilot program will also allow staff to collect data on ridership and utilization that may otherwise take years to materialize. By making the microtransit system as accessible as possible staff will be able to see the true demand that exists within Lathrop; and

WHEREAS, the current and proposed fare changes are listed in the tables below.

Current Lathrop Transit Fares:

	Fixed Route Fares			Dial-A-Ride & ADA Paratransit		
	One Way	10-Ride Pass	31-Day Pass	One Way	10-Ride Pass	31-Day Pass
General (18-61)	\$2	\$18	\$45	\$2	\$18	\$45
Seniors, ADA, Youth(2-17)	\$1	\$9	\$30	\$1	\$9	\$30
Children Under 2 (with accompanying adult)	Free	Free	Free	Free	Free	Free

Proposed Fixed Route Fare Free Pilot Program for Lathrop Transit through 12/31/25:

	Fixed Route Fares			Dial-A-Ride & ADA Paratransit		
	One Way	10-Ride Pass	31-Day Pass	One Way	10-Ride Pass	31-Day Pass
General (18-61)	Free	Free	Free	\$2	\$18	\$45
Seniors, ADA, Youth(2-17)	Free	Free	Free	\$1	\$9	\$30
Children Under 2 (with accompanying adult)	Free	Free	Free	Free	Free	Free

; and

WHEREAS, the current fares collected on fixed route microtransit are de minimis to the overall funding of the system. The fare free pilot program meets the funding criteria for all revenue sources that the City currently uses to fund Lathrop Transit. The assumption of low to no fare revenue has been built into the microtransit systems operational budget. Impacts of this pilot program will be re-evaluated in Q4 2025 to determine if it is operationally and financially feasible to extend the program beyond December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop authorizes the Fixed Route Fare Free Pilot Program for Lathrop Transit through December 31, 2025.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

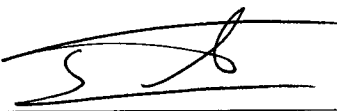
ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

A handwritten signature in black ink, appearing to be 'S. Navarrete', written over a horizontal line.

Salvador Navarrete, City Attorney

CITY MANAGER'S REPORT

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPLY FOR DIRECT RECIPIENT STATUS WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR FTA FUNDING**

RECOMMENDATION: **Adopt Resolution Authorizing the City Manager or His Designee to Apply for Direct Recipient Status with the Federal Transit Administration (FTA) and to Execute Any Necessary Grant Applications, Agreements and Certifications and Assurances Necessary to Obtain Direct Recipient Status, Subject to Legal Review and Approval**

SUMMARY:

The City of Lathrop has recently launched a new microtransit system—an on-demand, flexible transportation service designed to enhance mobility across the City. To support the ongoing operational and capital needs of Lathrop Transit, the adopted transit operations budget includes the potential use of Federal Transit Administration (FTA) funding—specifically, Section 5307 Urbanized Area Formula Grants and Section 5339 Bus and Bus Facilities Grants.

To access these funds, the City must demonstrate the financial, legal, and technical capacity required to directly apply for, manage, and administer FTA funds. This requires Lathrop to pursue designation as a Direct Recipient with the FTA.

BACKGROUND:

Lathrop Transit provides door-to-door microtransit services exclusively within the city limits of the City of Lathrop. The City of Lathrop is within the larger Stockton Urbanized Area (UZA). An Urbanized Area (UZA) is a geographic region defined by the U.S. Census with; a population of 50,000 or more, dense development and connected urban infrastructure and may span multiple municipalities or counties. The FTA uses UZA boundaries to determine formula funding eligibility and apportionment. Currently, the San Joaquin Regional Transit District (RTD) serves as the Designated Recipient of all FTA funds allocated to this urbanized area.

In a recent FTA funding call for projects, RTD allocated \$368,639 in Section 5307 funds and \$30,176 in Section 5339 funds to the City of Lathrop. The City contends that this distribution is inequitable and does not accurately reflect its transit needs or contributions. As a result, the City has formally challenged the apportionment through the Federal Transit Administration, seeking a fair and transparent reassessment of the funding methodology.

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING**

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Regardless of this dispute, to access the allocated funds and secure long-term financial sustainability for its transit services, the City must become a Direct Recipient. This designation will allow Lathrop to expand and adapt its transit services to meet the current and future demands of its residents.

The FTA Direct Recipient designation process, governed by FTA Region 9, requires that the City demonstrate its ability to operate and maintain a transit system and manage federal funds in compliance with applicable standards.

The resolution presented for adoption marks the first formal step in this process. It authorizes City leadership to submit the required applications, certifications, and agreements to initiate the designation process.

REASON FOR RECOMMENDATION:

Securing Direct Recipient status and utilizing FTA funds will enhance the City's ability to maintain and expand its transit services sustainably. Several other agencies in San Joaquin County—including the Cities of Lodi, Manteca, Tracy, as well as RTD and the San Joaquin Regional Rail Commission—have already attained Direct Recipient status.

This resolution will affirm Lathrop's fiscal responsibility and capacity to manage FTA funding and will align the City with best practices in transit funding and administration under FTA Region 9 guidelines.

FISCAL IMPACT:

Access to FTA funding will significantly strengthen the City's transit operational and capital budgets. These federal funds will provide essential financial support for the continued operation and potential expansion of Lathrop Transit services. Additionally, leveraging FTA dollars may increase the City's eligibility for supplementary state and local transit funding sources.

ATTACHMENTS:

- A. Resolution
- B. Opinion of Counsel
- C. Certifications and Assurances
- D. Supplemental Agreement
- E. Master Agreement

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING**

PAGE 3

APPROVALS:



Thomas Hedegard
Deputy City Manager

8/6/2025

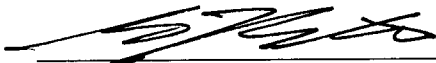
Date



Salvador Navarrete
City Attorney

8.6.2025

Date



Stephen J. Salvatore
City Manager

8.6.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY OF LATHROP TO AUTHORIZE THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant and/or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Lathrop, and may require the City of Lathrop to provide the local share of the project cost; and

WHEREAS, the City of Lathrop will provide all annual certifications and assurances to the Federal Transit Administration (FTA) required for the project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop authorizes that:

1. That the City Manager or designee is authorized to execute and file an application for federal assistance on behalf of the City of Lathrop with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. The City Manager or designee shall seek concurrence and authority from the San Joaquin Regional Transit District (RTD) as Designated Recipient of the Stockton Urbanized Area to receive federal assistance administered by the Federal Transit Administration.
3. That the City Manager or designee is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
4. That City Manager or designee are authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Lathrop.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to be 'S. Navarrete', written over a horizontal line.

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

August 6, 2025

PUBLIC OPINION OF COUNSEL

City of Lathrop
390 Town Centre Drive
Lathrop, CA 95330

Dear City Council of the City of Lathrop:

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with the application of the City of Lathrop for federal transportation assistance authorized by 49 U.S.C. Chapter 53 within title 49 and title 23, and other federal statutes authorizing activities administered by the Federal Transit Administration.

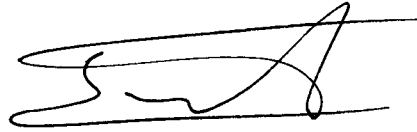
On May 27, 2025, the City of Lathrop received authority from San Joaquin Regional Transit District (RTD) as the designated recipient for the Stockton Urbanized Area to apply for and receive Urbanized Area Formula Program assistance.

The following are citations to laws and regulations that establish the legal authority of the City of Lathrop to carry out transportation projects for which federal assistance is sought:

1. In accordance with the requirements of 49 U.S.C. 5307(a)(2), the City of Lathrop qualifies as a City that operates public transit services within a large urbanized area, with a population of a more than 200,000, and less than 1,999,999 and is designated as a municipal operator under California Public Utilities Code (PUC) § 99209 – Municipal Operator. As a result, the City of Lathrop is authorized to provide and carry out public transportation and transportation projects for which the federal assistance is sought through the Federal Transit Administration grant funding programs.
2. Sufficient funds for the local share of the project are set forth in the adopted transit operations and capital budget adopted by the Lathrop City Council on June 23, 2025 pursuant to Resolution 25-5839. Every two years, the City Council shall consider a budget and finance plan by resolution to commit funds for the local share of the project to be funded by Federal Transit Administration grants.

3. I have reviewed the pertinent federal, state, and local laws, and conclude that there is no legal impediment to the City filing an application for the project for which City of Lathrop seeks assistance. Furthermore, I am not aware of pending or threatened litigation or other action which might adversely affect the proposed project or the capability of City of Lathrop to carry out the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Navarrete', written over a horizontal line.

Salvador Navarrete
City Attorney

SVN/trb

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
 - (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, div. B, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and thirdparty contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Lathrop

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Private Sector Protections	
05 Transit Asset Management Plan	
06 Rolling Stock Buy America Reviews and Bus Testing	
07 Urbanized Area Formula Grants Program	
08 Formula Grants for Rural Areas	
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

Certifications and Assurances

Fiscal Year 2025

12 State of Good Repair Grants

13 Infrastructure Finance Programs

14 Alcohol and Controlled Substances Testing

15 Rail Safety Training and Oversight

16 Demand Responsive Service

17 Interest and Financing Costs

18 Cybersecurity Certification for Rail Rolling Stock and Operations

19 Tribal Transit Programs

20 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Lathrop

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 8/11/2025

Stephen J. Salvatore, City Manager
Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): City of Lathrop

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 8/11/2025

Name Salvador Navarrete Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ATTACHMENT " D "

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

SUPPLEMENTAL AGREEMENT (Attachment to FTA G-20, October 1, 2013)

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grant Recipient under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grant Recipient as described above.

Signature: _____

Date: _____

Name (Print/Type): _____

Authorized Official

Federal Transit Administration

Signature: _____

Date: _____

Name (Print/Type): _____

Authorized Official

Designated Recipient

Signature: _____

Date: _____

Name (Print/Type): _____

Authorized Official

Grant Recipient

ATTACHMENT " E "

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by
the Infrastructure Investment and Jobs Act of 2021 (IIJA), the Fixing America's Surface
Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act
(MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy
for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other
federal laws that FTA administers.**

**FTA MA(33)
April 25, 2025**

<http://www.transit.dot.gov>

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan Agreement, Loan Guarantee Agreement, or Line of Credit Agreement) for a specific Award authorized by:

- (a) Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:
 - (1) The Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law No. 117-58, November 15, 2021, and other authorizing legislation that may be enacted;
 - (2) The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015;
 - (3) The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015; and
 - (4) The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
- (b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2025.
- (c) Title 23, United States Code (Highways).
- (d) Other federal legislation that FTA administers, as FTA so determines.

Purpose of this Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

- (a) FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program;
- (b) FTA Cooperative Agreement; or
- (c) Transportation Infrastructure Finance Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement for a Project overseen by FTA, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of this Master Agreement and Compliance.

- (a) The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- (b) To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- (c) FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- (d) FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided this Master Agreement into the “Preface,” “Generally Applicable Provisions,” and “Special Provisions for Specific Programs.”
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of this Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient’s legal status as a “state,” “state instrumentality,” a “local government,” a federally recognized Indian Tribe (Indian Tribe), a “private nonprofit entity,” a “private for-profit entity,” or an individual.
- (e) As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or to any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.

- (f) Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.
- (g) This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or Amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

- (a) *List of Definitions.* In addition to the definitions provided in 49 U.S.C. § 5302, as amended, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:
 - (1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in FTA's Transit Award Management System (TrAMS).
 - (2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
 - (3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project, an activity that is designed to enhance transit service or use and that is physically or functionally related to transit facilities.

- (4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
- (5) *Award Budget* [formerly, *Approved Project Budget*] means the budget for all the Projects encompassed by the FTA Award. In contrast, *Project Budget* means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the “Award Budget” to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.
- (6) *Common Rules* means any one or more of the following:
 - (i) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200;
 - (ii) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 CFR Part 18; and
 - (iii) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 CFR Part 19.
- (7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:

- (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
 - (ii) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
 - (iii) The Execution of the Cooperative Agreement by the Recipient.
- (9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.
- (10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
- (11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.
- (12) *Federal Award Identification Number* has the same meaning as “Project No.” in previous Grant Agreements and Cooperative Agreements with FTA.
- (13) *Federal Government* means the United States of America and any of its executive departments or agencies.
- (14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a “federal requirement” and applies to

entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:

- (i) Federal directive;
- (ii) Federal circular;
- (iii) Federal order;
- (iv) Federal published policy;
- (v) Federal administrative practice;
- (vi) Federal guideline;
- (vii) Federal guidance document;
- (viii) Letter signed by an authorized federal official; or
- (ix) Similar document.

(15) *Federal Requirement* means:

- (i) An applicable federal law, regulation, or executive order;
- (ii) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award;
- (iii) This Master Agreement;
- (iv) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement; or
- (v) Another applicable federal mandate.

(16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the “Urban Mass Transportation Administration” (also referred to as “UMTA”) refers to the “Federal Transit Administration” or “FTA” when appearing in any records of the United States.

(17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

(18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the

Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.

- (19) *Fiscal Year*, as used in this Master Agreement, means “federal fiscal year,” which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.
- (20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.
- (21) *Grant Agreement* means a legal instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:
 - (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
 - (ii) The Terms and Conditions incorporated by reference and made part of the Grant Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent “Federal Transit Administration Master Agreement, which applies to this Grant Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
 - (iii) The Execution of the Grant Agreement by the Recipient.
- (22) *Indian Tribe* means the Recipient or Subrecipient that receives “Tribal Transit Program” assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.

- (23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.
- (24) *Local Government Authority* includes (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.
- (25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
- (26) *Master Credit Agreement* means a conditional agreement to extend one or more loans to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, or the Railroad Rehabilitation and Improvement Financing (RRIF) program, 45 U.S.C. §§ 821 – 823, and also means the type of Underlying Agreement used for the TIFIA or RRIF loans.
- (27) *Non-Federal Funds* or *Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
- (i) Local funds;
 - (ii) Local in-kind property or services;
 - (iii) State funds;
 - (iv) State in-kind property or services;
 - (v) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.
- (28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal

lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.

- (29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
- (30) *Public Transportation*, has the same meaning as “transit” or “mass transportation,” and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
 - (i) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243;
 - (ii) Intercity bus service;
 - (iii) Charter service;
 - (iv) School bus service;
 - (v) Sightseeing service;
 - (vi) Courtesy shuttle service for patrons of one or more specific establishments; or
 - (vii) Intra-terminal or intra-facility shuttle services.
- (31) *Recipient* or *Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
- (32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the “scope of work of a Grant Agreement or Cooperative Agreement” when “scope” is used for other purposes. See the latest edition of the FTA Master Agreement.
- (33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C.

§ 5307, a Designated Recipient of Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities authorized by 49 U.S.C. § 5310, a Designated Recipient of the State of Good Repair Formula Grants, 49 U.S.C. § 5337, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.

- (34) *Subagreement* or *Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
- (35) *Subrecipient* or *Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
- (36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
- (37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
- (38) *Third Party Participant* means each participant in the Recipient's Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture).
- (39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.

- (40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, or, with respect to TIFIA or RRIF assistance, a specific Loan Agreement, Line of Credit Agreement, or Loan Guarantee Agreement that incorporates the terms of this Master Agreement, in each case including any amendments thereto, supported with federal assistance appropriated or made available under the authorized program.
- (41) *Unique Entity Identifier* has two meanings:
- (i) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number; but
 - (ii) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four-digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
- (42) *Waiver* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (b) *Application of Definitions.* The Recipient also agrees that the definitions in section 2(a) above apply throughout this Master Agreement.

Section 3. Implementation.

- (a) *Effective Date.* The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- (b) *Description of Each Project.* The "Description of Each Project" in the "Executive Summary" of the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- (c) *Prompt Implementation.* After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- (d) *Completion Dates.* The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement and all activities must be completed by the Award's end date, unless FTA agrees in writing to extend the end date. Unless FTA determines otherwise in writing, interim milestone dates and other completion

dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

- (e) *The Recipient's Capacity.* To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:
 - (i) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement;
 - (ii) Use the Project property;
 - (iii) Carry out the safety and security aspects of the Underlying Agreement;
 - (iv) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements; and
 - (v) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
 - (2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:
 - (i) Amendments or revisions to its Award Budget;
 - (ii) Salaries and wages of the Recipient's and Subrecipient's personnel;
 - (iii) Protection of personally identifiable information and other sensitive information; and
 - (iv) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- (f) *U.S. DOT Administrative Requirements.* The Recipient agrees to comply with the following U.S. DOT regulations (Common Rules) to the extent applicable:

- (1) *Requirements Applicable On or After December 26, 2014.* The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:
- (i) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
 - (ii) Except as FTA determines otherwise in writing, U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.
- (2) *Requirements Applicable Before December 26, 2014.* The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014, as follows:
- (i) For a state, local government, or Indian tribal government, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 CFR Part 18;
 - (ii) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education; Hospitals, and Other Non-Profit Organizations,” former 49 CFR Part 19; or
 - (iii) For a private for-profit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with

Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 CFR Part 19.

- (g) *Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.* The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.
- (h) *The Recipient’s Responsibility to Comply with Federal Requirements.* Irrespective of involvement by any other entity in the Underlying Agreement:
 - (1) *General.* The Recipient agrees to comply with all federal requirements that apply to itself and the Underlying Agreement.
 - (2) *Primary Responsibility for Compliance.*
 - (i) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - (A) A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto; or
 - (B) Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (ii) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the

Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in TrAMS, including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

- (iii) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.
- (i) *The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.* In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:
 - (1) *General.* The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
 - (2) *The Recipient as a "Pass-Through" Entity.* If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.
 - (3) *Performance of the Recipient's Responsibilities.* If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
 - (4) *Risk.* As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
 - (5) *Third Party Agreements.* To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and

guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.

- (6) *Notice to Third Party Participants.* The Recipient agrees to include notice in each Third Party Agreement that:
 - (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
 - (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- (j) *Changed Circumstances.* The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
- (1) *Types of Changes.* Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:
 - (i) A change in federal requirements or guidance;
 - (ii) A change in state, territorial, local, or tribal requirements;
 - (iii) A change in the Recipient's circumstances, including:
 - (A) Its legal, financial, technical, or managerial capacity;
 - (B) Its continuing control of Project property; or
 - (C) Another similar situation; and
 - (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any

Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

- (2) *Notice.* In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;
 - (ii) FTA Headquarters Manager that administers the Underlying Agreement; or
 - (iii) FTA Chief Counsel.
- (k) *Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements.* FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
 - (1) *Compliance with State, Territorial, Local or Tribal Requirements.* Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
 - (i) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements; and
 - (ii) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that conflicts with a federal requirement.
 - (2) *When a Conflict Arises.* When a federal requirement conflicts with a state, territorial, local, or tribal requirement:
 - (i) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (ii) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.

- (l) *No Federal Government Commitment or Liability to Third Parties.* Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity.

- (a) *Standards of Conduct.* At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;
 - (ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and
 - (iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4(a)(1) from:
 - (i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

- (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4(a)(1) and the Recipient's or Subrecipient's Third Party Participants.
- (b) *Bonus or Commission.* The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- (c) *Lobbying Restrictions.* The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
 - (1) *Laws, Regulations, Requirements, and Guidance.* This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
 - (2) *Exception.* If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
- (d) *Political Activity.* The Recipient agrees to comply with:
 - (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental

employment activities are supported in whole or in part with federal assistance;

- (2) U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151; and
 - (3) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (i) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - (ii) Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- (e) *False or Fraudulent Statements or Claims.*
- (1) *Civil Fraud.* The Recipient acknowledges and agrees that:
 - (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.
 - (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
 - (2) *Criminal Fraud.* The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in

connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

(f) *Trafficking in Persons.*

- (1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
 - (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.
- (2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):
 - (i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
 - (iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

- (v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:
- (i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
 - (ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or subagreements thereunder.
- (4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:
- (i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - (A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
 - (B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
 - (C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

(ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:

- (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
- (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee’s conduct is either:
 - a. Associated with the performance of the Recipient’s Underlying Agreement; or
 - b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - i. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; or
 - ii. U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.

(5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:

- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in

the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

- (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.
- (6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.
- (g) *Federal Tax Liability and Recent Felony Convictions.*
 - (1) *Transactions Prohibited.*
 - (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—
 - (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.
- (h) *Debarment and Suspension.* The Recipient agrees to the following:
 - (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
 - (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.
 - (4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
 - (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

- (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
- (iii) FTA Chief Counsel.

Section 5. Federal Assistance.

- (a) *Total Federal Assistance Awarded and Obligated.* The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.
- (b) *Basis of Federal Assistance.* The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto is calculated based on the Net Project Cost or on another basis as set forth below:
 - (1) *"Net Project Cost."* The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed based on its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (i) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost;"
 - (ii) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated;" and
 - (iii) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.
 - (2) *Other Basis for FTA Participation.* The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:

- (i) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance;
 - (ii) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities; and
 - (iii) FTA will use the amount stated in the Underlying Agreement as the “Total Award Budget” to calculate the “Total FTA Amount Awarded and Obligated.”
- (c) *Award Budget.* The Recipient agrees to prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
 - (1) *Restrictions.* The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.
 - (2) *Amendments to the Award Budget.* To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) *Revisions to the Award Budget.* To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.
 - (4) *Unexpended Federal Assistance.* The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

- (a) *Amount.* The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay eligible costs.

- (b) *Duty to Obtain.* The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- (c) *Permissible Sources.* The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
 - (1) Undistributed cash surpluses;
 - (2) A replacement or depreciation cash fund or reserve; and
 - (3) New capital.
- (d) *Restricted Sources.* Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
 - (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus;
 - (2) Advertising revenues;
 - (3) Concession revenues;
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization;
 - (5) Third party in-kind contributions;
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e);
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 23 U.S.C. § 120(i);
 - (8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s);
 - (9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204; or

- (10) Federal assistance derived from other federal programs whose enabling laws permit their funds to be used as the non-federal share.
- (e) *Prohibited Sources.* Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:
 - (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award;
 - (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance; or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, requirements, or guidance.
- (f) *Reductions or Refunds.*
 - (1) *Reductions.* The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then at the same time it must reduce the proportionate amount of federal assistance for the Award.
 - (2) *Refunds.* The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then at the same time it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

- (a) *Conditions for Accessing Federal Assistance.* To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
 - (1) It must execute the Underlying Agreement and any Amendments thereto;
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award;
 - (3) It must identify all sources of federal assistance from which the payment is derived;
 - (4) It must provide FTA with all financial and progress reports required to date; and

- (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (i) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided;
 - (ii) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and
 - (iii) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- (b) *Eligible Costs.* Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
 - (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto;
 - (2) Necessary to carry out the Award;
 - (3) Reasonable for the property or services acquired for use in the Project;
 - (4) The actual net costs, which consist of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income;
 - (5) Incurred for work performed after the Effective Date of the:
 - (i) Award;
 - (ii) Pre-award authority that FTA has provided; or
 - (iii) Letter of No Prejudice;
 - (6) Satisfactorily documented;
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT Common Rules; and

- (8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- (c) *Ineligible Costs.* The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:
 - (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto;
 - (2) A cost not included in the most recent Award Budget;
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required;
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h)(1);
 - (5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award; or
 - (6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, requirement, or guidance.
- (d) *Bond Interest and Other Financing Costs – Limited Eligibility.* The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, requirement, or guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing.
- (e) *Payment Procedures Based on the Type of Federal Assistance Awarded.* The Recipient agrees that:
 - (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.

- (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
- (i) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7(e)(3)(ii) and (iii) of this Master Agreement;
 - (ii) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7(g) of this Master Agreement for more information about payments for cooperative agreements and section 7(g) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System); and
 - (iii) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (see the following section 7(g) of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).
- (f) *Payment Procedures Using ECHO.* The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the “FTA ECHO-Web User Manual,” April 2016, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.
- (1) *Major Withdrawals.* When a single withdrawal will exceed \$50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
 - (2) *Immediate Use.* The Recipient agrees that it will not withdraw federal assistance until needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as an authorized official of the Federal Government permits otherwise in writing.
 - (3) *Limits.* The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.

- (4) *Control.* The Recipient agrees to provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (5) *Reporting.* Unless an authorized FTA official determines otherwise in writing, the Recipient agrees to report its cash payments and balances promptly.
- (6) *Penalties.* If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:
 - (i) *Access to ECHO-Web.* The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - (A) Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance;
 - (B) The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance;
 - (C) The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time;
 - (D) The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement;
 - (E) The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (see section 7(g)); or
 - (F) For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (see section 7(g)).
 - (ii) *Interest.* The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely,

irrespective of whether the federal assistance has been deposited in an interest-bearing account.

- (A) *A State or State Instrumentality.* If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 CFR Part 205.
- (B) *Other than a State or State Instrumentality.* If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the “Treasury tax and loan account” rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.
- (7) *ECHO System.* If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.
- (g) *Payment Procedures for a Cooperative Agreement.* A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.
- (1) *Standard Procedures.* To make and receive payments through the DELPHI eInvoicing System, the procedures below must be followed:
 - (i) *Access to the DELPHI eInvoicing System.* To access the DELPHI eInvoicing System, the Recipient:

- (A) Must have internet access to register and submit payment requests through the DELPHI eInvoicing System;
 - (B) Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval;
 - (C) Must complete the required form that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification;
 - (D) Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125;
and
 - (E) Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.
- (ii) *Payment Requests.* The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.
 - (iii) *Additional Information.* The U.S. DOT DELPHI eInvoicing System website at <http://www.dot.gov/cfo/delphi-einvoicing-system.html> displays additional information, including the access form and training materials a Recipient may need.
 - (iv) *Federal Responsibilities.* When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) *Waiver Requests.* On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.

- (i) *The Recipient's Responsibilities.* If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
 - (A) It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website at <http://www.dot.gov/cfo/delphi-einvoicing-system.html>, and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System;
 - (B) It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001 DOTElectronicInvoicing@dot.gov; and
 - (C) If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - a. FTAINvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4, 2 of 4, etc.); or
 - b. DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 26904
Oklahoma City, OK 73125-69041
- (ii) *Federal Responsibilities.* FTA and U.S. DOT have the following responsibilities:
 - (A) The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - (B) If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.

- (iii) *DELPHI eInvoicing System or DELPHI Mark View System.* If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
 - (A) It has complied and is complying with the Underlying Agreement;
 - (B) It has made and is making adequate progress toward completion of the Award; and
 - (C) It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
 - (iv) *Reimbursement.* After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
 - (h) *Safeguarding Federal Assistance.* The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
 - (i) *The Recipient's Duty to Pay Eligible Costs.* When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using the available federal assistance provided for the Award and the non- federal share.
 - (j) *Effect of Federal Payments.* The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, guidance, the Underlying Agreement or this Master Agreement.
 - (k) *Revocation of Federal Assistance.* The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.

- (l) *Final Cost Determination.* The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
- (m) *Closeout.* The Recipient agrees that closeout of the Award will not alter:
 - (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions; and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- (n) *Notification.* If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.
- (o) *Recovery of Improper Payments.* Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.
- (p) *Program Income.* The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
 - (1) *During the Period of Performance.* The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.
 - (ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award.

- (iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
- (2) *After the Award Period.* Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).
- (q) *Profits.* The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.
- (r) *Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.*
 - (1) *The Recipient's Responsibility to Pay.* The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (i) Excess federal payments for disallowed costs;
 - (ii) Refunds due and amounts recovered from third parties or other sources;
 - (iii) Federal claims or debts;
 - (iv) Interest assessed;
 - (v) Penalties;
 - (vi) Administrative charges; or
 - (vii) Other amounts it owes the Federal Government.
 - (2) *Amount of Interest Due.* The amount of interest to be assessed depends on the procedures used to pursue payment:
 - (i) *The Debt Collection Act.* When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701, et seq., to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess

payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 CFR Part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

- (ii) *Other Collection Processes.* When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701, et seq., to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 CFR Part 205.
- (s) *De-obligation of Federal Assistance.* The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- (a) *Records.* The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
 - (1) *Financial Records.* Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (i) *Assets Received that Implement the Award.* The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to,

or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

- (ii) *Costs Incurred that Implement the Award.* Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.
 - (iii) *Program Income.* All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.
 - (2) *Other Records Needed for Reports Related to the Award.* Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
 - (3) *Formats.* Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any emails related to the Award, records on paper, and records created in other formats.
 - (4) *Availability of Records Related to the Award.* Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- (b) *Reports.* The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
 - (c) *Data on Assaults on Transit Workers and Bus Impact Fatalities.* The Recipient agrees to report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, "National Transit Database," and applicable FTA instructions—
 - (1) Any data on assaults on transit workers of the Recipient; and
 - (2) Any data on fatalities that result from an impact with a bus.
 - (d) *National Transit Database.* For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available

for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):

- (1) *Reporting Requirements.* The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:
 - (i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);
 - (ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;
 - (iii) To comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630;
 - (iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions—
 - (A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient; and
 - (B) Such other information as FTA may require; and
 - (v) To comply with any other applicable reporting regulations, and requirements, and
 - (vi) To follow FTA guidance.
 - (2) *Voluntary Compliance.* FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- (e) *U.S. OMB Special Reporting Requirements.*
- (1) *Authority.* U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special “award terms” as authorized under federal laws, including:
 - (i) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006;

- (ii) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA; and
 - (iii) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) *Universal Identifier and System for Award Management (SAM)*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Universal Identifier and System for Award Management (SAM),” 2 CFR Part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
 - (i) *Requirements for the System for Award Management (SAM)*. Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:
 - (A) Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or the date it receives its final federal payment for the Underlying Agreement; and
 - (B) Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
 - (ii) *Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]*. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
 - (A) The potential Subrecipient or entity must provide its unique entity identifier for SAM [currently, its DUNS number] to the Recipient;
 - (B) The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient; and

- (C) No Subrecipient or entity, as described below in section 8(d)(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient.
- (3) *Reporting Subawards and Executive Compensation.* The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Reporting Subaward and Executive Compensation Information,” 2 CFR Part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB.
- (4) *Reporting of First-Tier Subawards.* The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward, it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB’s Special Reporting Requirements as provided below.
 - (i) *Where and when to report.* The Recipient agrees to report each obligating action described below to <http://www.fsrs.gov>, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, *(for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015).*
 - (ii) *What to report.* The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at <http://www.usaspending.gov>.
 - (iii) *Reporting Total Compensation of the Recipient’s Executives.* The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
 - (A) The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more; and
 - (B) In its preceding fiscal year, the Recipient:
 - a. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

- b. Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and
- c. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(C) The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at <http://www.sam.gov>, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.

(D) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:

- a. It received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and
- b. It received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);

c. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(E) The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year).

(F) Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.

(5) *Recipient Integrity and Performance Matters.* U.S. OMB regulatory guidance, "Recipient Integrity and Performance Matters," 2 CFR Part 200, appendix XII, contains mandatory provisions that may affect the Recipient's reporting requirements.

(f) *Closeout.* The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

(a) *Types of Records.* The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- (b) *Retention Period.* The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) *Access to Recipient and Third Party Participant Records.* The Recipient agrees, and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information, including such records and information the Recipient or its Third Party Participants may regard as confidential or proprietary, related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) *Access to the Sites of Performance.* The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
- (e) *Closeout.* Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

- (a) *Completion.* Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as

agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity:

- (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);
 - (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and
 - (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (b) *Audit of the Recipient.* Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
- (1) *Audits Required.* It must obtain the following audits:
 - (i) *Annual “Single Audit.”* A financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT “Single Audit” requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement; and
 - (ii) *Other Audits.* Other audits the Federal Government may require.
 - (2) *Auditing Standards.* It must comply with the “Audit Requirements” of 2 CFR Part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) “Government Auditing Standards” in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) *Costs of Audits.* The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 CFR Part 1201, which incorporate by reference 2 CFR Part 200.
- (c) *Amounts Owed to the Federal Government.* The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government’s proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.

- (d) *Closeout.* The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- (a) *Justification.* After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award;
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- (b) *Financial Implications.* In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) *Expiration of the Period of Performance.* Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

- (d) *Uniform Administrative Requirements.* These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

Section 12. Civil Rights.

- (a) *Civil Rights Requirements.* The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
- (b) *Nondiscrimination in Federal Public Transportation Programs.* The Recipient agrees to, and assures that it and each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age.
 - (2) Prohibit the:
 - (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
 - (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
 - (ii) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

- (c) *Nondiscrimination – Title VI of the Civil Rights Act.* The Recipient agrees to, and assures that each Third Party Participant will:
- (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
 - (ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, including any amendments thereto; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
 - (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - (ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and
 - (iii) All other applicable federal guidance that may be issued.
- (d) *Equal Employment Opportunity.*
- (1) *Federal Requirements and Guidance.* The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin, and:
 - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - (iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY ACCOUNTS FOR FISCAL YEAR 2024/25

RECOMMENDATION: Adopt Resolution to Approve Write-Off of Uncollectible Utility for Fiscal Year (FY) 2024/25

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$110,610 to be uncollectible for FY 2024/25 as detailed in Table 1 below:

Table 1.

Customer Account Type	FY 2023/24 Approved Write-Offs	FY 2024/25 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$120,620	\$110,610	(8.30%)	213
Totals	120,620	\$110,610		213

The recommended utility write-offs represent 0.55% of the annual water and sewer charges billed to customers in FY 2024/25. The utility debt includes amounts from customers who have closed their account with the City without settling their final bills. The utility write-off amount in FY 2024/25 has decreased by \$10,010 or 8.30%, from the prior fiscal year.

Although these accounts will reflect as "written off" in the City's financial system, additional collection measures are in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City.

Tonight, Staff is requesting Council's approval to write-off \$110,610 of uncollectible utility and miscellaneous charges.

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UNCOLLECTIBLE UTILITY ACCOUNTS**

PAGE 2

BACKGROUND:

On May 19, 1998, the City Council of the City of Lathrop adopted Resolution 98-664 regarding the approval and implementation of a revenue collection policy. On October 18, 2010, Council authorized the execution of an agreement with Golden State Collections, LLC.

The collection policy was established to help decrease the number of delinquent accounts (60-90 days). After unsuccessful collection attempts by City staff, the policy allows City staff to refer customers' accounts that remain unpaid for 60-90 days to the collection agency for collection proceedings. The collection agency operates on a commission-based structure. Their fee is 30% of the total amount collected.

Utility Customer Accounts

Utility customer accounts include charges for water and wastewater who have closed their account with the City without paying their final bill. During FY 2024/25, Golden State Collections, LLC, received claims for further collection processed on 213 delinquent utility customer accounts totaling \$110,610. Of the \$110,610 assigned to Golden State Collections, LLC, the agency recovered \$886 from 7 customer accounts recorded on the current and prior year claims. This represents a 0.80% recovery rate from the total amount referred (see Table 2).

Table 2.

Utility Customer Accounts	FY 2022/23	FY 2023/24	FY 2024/25
Total Utility Customers	9,895	10,528	11,601
Accounts Sent to Collection Agency	198	226	213
Amount Assigned to Collection Agency	\$184,313	\$120,620	\$110,610
Amount Recovered by Collection Agency	\$4,658	\$927	\$886
Recovery Rate	2.52%	0.77%	0.80%
Total Write-Offs	\$184,313	\$120,620	\$110,610

The utility write-off amount in FY 2024/25 has decreased by \$10,010 or 8.30%. Of the 213 utility customer accounts, there are 75 residential accounts with past due balances of \$500 or more. These accounts total approximately \$84 thousand and makes up for 75.94% of the overall utility write off amount.

Staff will continue to re-enforce current programs that offers payment assistance, such as extending payment due date or granting payment arrangement to utility customers carrying past due balances. In addition, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

**CITY MANAGER'S REPORT
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UNCOLLECTIBLE UTILITY ACCOUNTS**

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REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility accounts and recommends \$110,610 to be considered uncollectible. By approving the recommended write off amounts, the City is not forgiving the outstanding balances but is acknowledging that payment is not expected to be received.

FISCAL IMPACT:

Decrease customer's outstanding balances due to uncollectible debt as follows:

Utility customer accounts:	\$ 110,610
Total amount of uncollectible accounts:	\$ 110,610

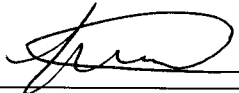
ATTACHMENTS:

- A. Resolution to Approve Write-Off of Uncollectible Utility Accounts for Fiscal Year (FY) 2024/25

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY ACCOUNTS**

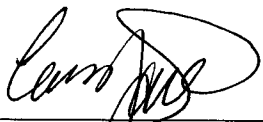
PAGE 4

APPROVALS:



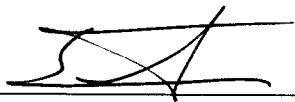
Roopale Bulsara-Popal
Utility & Revenue Services Manager

8/5/25
Date



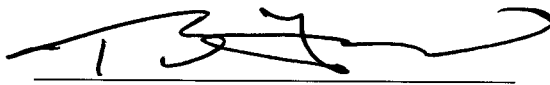
Cari James
Director of Finance

8/3/2025
Date



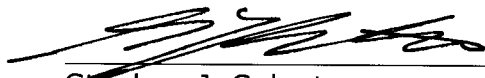
Salvador Navarrete
City Attorney

8-5-2025
Date



Thomas Hedegard
Deputy City Manager

8/6/2025
Date



Stephen J. Salvatore
City Manager

8.6.25
Date

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
APPROVE THE WRITE-OFF OF UNCOLLECTIBLE UTILITY ACCOUNTS -FOR
FISCAL YEAR 2024/25**

WHEREAS, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible; and

WHEREAS, as part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections; and

WHEREAS, after a thorough review, staff has determined \$110,610 to be uncollectible for FY 2024/25 as detailed in Table 1 below; and

Table 1.

Customer Account Type	FY 2023/24 Approved Write-Offs	FY 2024/25 Recommend ed Write- Offs	Increase/ (Decrease) %	No. of Accounts to be Written- Off
Utility Customers (Residential and Commercial)	\$120,620	\$110,610	(8.30%)	213
Totals	120,620	\$110,610		213

WHEREAS, the recommended utility write-offs represent 0.55% of the annual water and sewer charges billed to customers in FY 2024/25. The utility debt includes amounts from customers who have closed their account with the City without settling their final bills. The utility write-off amount in FY 2024/25 has decreased by \$10,010 or 8.30%, from the prior fiscal year; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop approves the write-off of uncollectible accounts in the amount of \$110,610 in Utility Customers for Fiscal Year 2024/25.

The foregoing resolution was passed and adopted this 11th day of August, 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

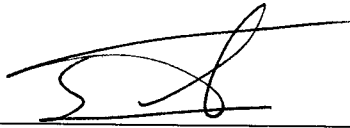
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ITEM: APPROVE AN UPDATE TO CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY JOINT POWERS AGREEMENT, AS AMENDED JULY 1, 2025

RECOMMENDATION: Adopt a Resolution to Approve an Amendment to the Joint Power Agreement of the Central San Joaquin Valley Risk Management Authority as Amended July 1, 2025

SUMMARY:

Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority (JPA) created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage.

Pursuant to California Government Code 990.8, the City of Lathrop is a member of the CSJVRMA. The CSJVRMA consists of 53 cities in California, and the City of Lathrop has been a member of CSJVRMA since shortly after its incorporation in 1989.

Amendments to the CSJVRMA Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities.

BACKGROUND

The City of Lathrop is a member of CSJVRMA. The governing documents for the CSJVRMA were last updated in 1994. Following a review by the CSJVRMA Legal Counsel and in conjunction with the CSJVRMA Administration and Financial Services Subcommittee, a recommendation was made to approve the amendments to the Joint Powers Agreement for the CSJVRMA.

Legal counsel for CSJVRMA advised that the changes meet the legal requirements set forth in the Government Code for JPAs and the document has been updated to include:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA. The City of Ripon was chosen as the designated City.

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
UPDATE TO CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT
AUTHORITY JOINT POWERS AGREEMENT, AS AMENDED JULY 1, 2025

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The changes proposed do not materially affect the City of Lathrop fiscally or in policy. The updates are intended to comply with the Government Code. The purpose of the Government Code is to place some restrictions on the power of the JPA, without the JPA having to comply with all restrictions that might be in place for all of the members of the JPA.

REASON FOR RECOMMENDATION:

The City of Lathrop is a member of the CSJVRMA. Amendments to the CSJVRMA Joint Powers Agreement require a written resolution to be approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities.

FISCAL IMPACT:

There is no fiscal impact on the City.

ATTACHMENTS:

- A. Resolution to Approve an Amendment to the Joint Power Agreement of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) as Amended July 1, 2025
- B. CSJVRMA Joint Powers Agreement as Amended July 1, 2025

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
UPDATE TO CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT
AUTHORITY JOINT POWERS AGREEMENT, AS AMENDED JULY 1, 2025**

PAGE 3

APPROVALS:



Juliana Burns
Director of Human Resources

8/6/2025

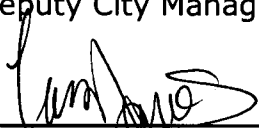
Date



Thomas Hedegard
Deputy City Manager

8/6/2025

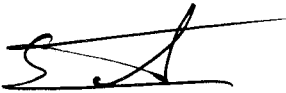
Date



Cari James
Director of Finance

8/6/2025

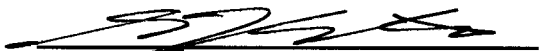
Date



Salvador Navarrete
City Attorney

8.6.2025

Date



Stephen J. Salvatore
City Manager

8.6.25

Date

RESOLUTION NO. 25-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
APPROVE AN AMENDMENT TO JOINT POWERS AGREEMENT OF THE
CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY**

WHEREAS, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage; and

WHEREAS, the City of Lathrop is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above; and

WHEREAS, the City of Lathrop is a member of the CSJVRMA; and

WHEREAS, the Joint Powers Agreement allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA; and

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve an amendment to the Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority amended July 1, 2025.

The foregoing resolution was passed and adopted this 11th day of August 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

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, ~~2025~~1994

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~1994, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~¹⁹⁹⁴, which concurrently supersedes that certain Agreement, creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. ~~those funds charged for the purpose of self-insured coverage.~~

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committee participating ~~Member Cities~~, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, ~~normally the City Manager/Administrator of the Member City, who has been designated in writing by the Member City to represent and act for and on behalf of the Member City regarding any matter before the Authority's Board or Executive Committee.~~ The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure area without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each- **Member City** for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; ~~and share risks;~~ to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities- desiring to become parties to the Agreement.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement.—Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.—A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement.—Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and Master Plan Documents of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

A. ~~The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to make~~ Make and enter into contracts;
2. ~~to incur~~ Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** which is a part of this Agreement except as otherwise provided;

3. ~~to assess~~ **Assess Member Cities as deemed appropriate for good cause as determined by the Executive Committee;**
4. ~~to acquire~~, hold, or dispose of real and personal property;
5. ~~to receive~~ contributions and donations of property, funds, services, and other forms of assistance from any sources;
6. ~~to sue~~ and be sued in its own name;
7. ~~to employ~~ agents and employees;
8. ~~to acquire~~, construct, manage, and maintain buildings;
9. ~~to lease~~ real or personal property, including ~~property~~ **that of a Member City;** and
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.~~

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. ~~Each Member City shall appoint one Representative. Appointments shall be limited to the City Manager/Administrator of each Member City or his/her authorized delegate. Each Member City shall also appoint one alternate Representative. The alternate Representative may attend and may participate in any meeting of the Board. When the regular Representative for whom he/she is an alternate is absent from the meeting, the alternate Representative may vote. Each Representative serves at the pleasure of the Member City being represented. Each Representative has one vote as the member of the Board. Representatives are not entitled to compensation. However, the Executive Committee may authorize reimbursement for expense incurred by a Representative in connection with his/her duties for the Authority.~~

B. MEETINGS OF THE BOARD

~~The Board shall hold at least two meetings each year. The Executive Committee shall determine by resolution the date upon which and the hour and place at which each regular meeting is to be held.~~

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept.—As soon as possible after each meeting, copies of the minutes shall be forwarded to each ~~Member City~~.

A majority of the members of the **Board** is a quorum for the transaction of business.—However, less than a quorum may adjourn from time to time.—A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**.—The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. ~~Amendments to~~ To change the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To creation of~~ any new **Joint Protection Program**;
3. ~~To termination of~~ any **Joint Protection Program**;
4. ~~To expulsion of~~ a **Member City**;
5. ~~To adoption of~~ an operating budget for the **Authority**;
6. ~~To change or revise~~ Amendments to the **Authority's** Conflict of Interest Code; and
7. ~~To Authorization for~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**.—The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer—Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable—All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable—All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws—All other **Joint Protection Programs** shall be optional—The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of claims, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program—A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program—Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. ~~The funds treasurer shall be invested and reinvest the funds in compliance with the Authority's Investment Policy and relevant State laws, and in the same manner as if they were Member City funds.~~

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items as are appropriate**. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF AUTHORITY

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services-- The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
 7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. establish a risk management advisory committee to work with the risk manager of the **Authority**;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program.—A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with— any provision of the governing documents.—Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**.—The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**.—The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**.—Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**. ~~—~~ The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. ~~—~~ Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

- A. The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement.—_In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement.—_Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

ITEM 4.7

**CITY MANAGER’S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PURCHASE OF TWO (2) POOL VEHICLES FROM ELK GROVE TOYOTA FOR THE CITY MANAGER AND CITY ATTORNEY DEPARTMENTS**

RECOMMENDATION: **Adopt Resolution to Approve the Purchase of Two (2) Pool Vehicles from Elk Grove Toyota for the City Manager and City Attorney Departments**

SUMMARY:

The City fleet division is responsible for the purchasing and maintaining of fleet vehicles for the purpose of operations, facilities, construction, infrastructure, and public safety. Two (2) new pool vehicles are needed for the City Manager and City Attorney Departments. Staff is requesting Council approval of the purchase of two (2) vehicles.

Pursuant to the Lathrop Municipal Code (LMC) 2.36.050(D), staff requested quotes from multiple dealerships. These quotes were reviewed and validated. Elk Grove Toyota provided the lowest quote of \$59,273 per vehicle.

Vehicle Type	
2026 Toyota Crown	
Vehicle Cost	\$ 59,273
Number of Vehicles	Two (2)
TOTAL	\$118,546

BACKGROUND:

The City Manager and City Attorney Department staff attend various local and regional meetings, trainings, including travel to meet with State Agencies to discuss City business and regional projects. The current availability of pool vehicles are not sufficient to cover travel as needed. Therefore, two (2) pool vehicles are needed to support the City Manager and City Attorney Departments to continue to efficiently perform Citywide operations.

FISCAL IMPACT:

Elk Grove Toyota provided the lowest quote of \$59,273 per vehicle. The total cost for two (2) 2026 Toyota Crown pool vehicles is \$118,546. The funds to purchase the new vehicles will come from the equipment reserves.

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF TWO (2) POOL VEHICLES FROM ELK GROVE
TOYOTA**

PAGE 2

<u>Decrease Equipment Reserves Up To</u>	
1010-243-0000	\$118,546

<u>Increase Expenditures Up To</u>	
1010-11-20-450-30-00	\$59,273

<u>Increase Revenue Up To</u>	
1010-13-10-450-30-00	\$59,273

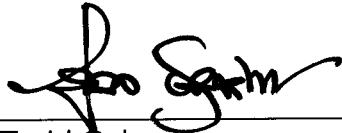
ATTACHMENTS:

- A. Resolution to Approve the Purchase of Two (2) 2026 Toyota Crown Pool Vehicles for the City Manager and City Attorney Departments
- B. Elk Grove Toyota Quote - Two (2) 2026 Toyota Crown Vehicles

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASE OF TWO (2) POOL VEHICLES FROM ELK GROVE
TOYOTA**

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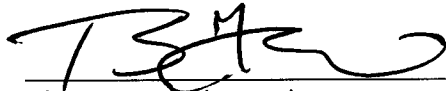
APPROVALS:



Todd Sebastian
Director of Parks and Recreation

8.6.2025

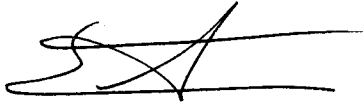
Date



Thomas Hedegard
Deputy City Manager

8/6/2025

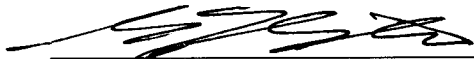
Date



Salvador Navarrete
City Attorney

8.6.2025

Date



Stephen J. Salvatore
City Manager

8.6.25

Date

RESOLUTION NO. 25-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE PURCHASE OF TWO (2) POOL VEHICLES FROM ELK GROVE
TOYOTA FOR THE CITY MANAGER AND CITY ATTORNEY DEPARTMENTS**

WHEREAS, Two (2) new pool vehicles are needed to support the City Manager and City Attorney Departments to continue to efficiently perform Citywide business, and staff request quotes from multiple dealerships; and

WHEREAS, Elk Grove Toyota provided the lowest quote of \$118,546 for two (2) 2026 Toyota Crown pool vehicles; and

WHEREAS, Sufficient funds were not allocated in the approved Fiscal Year (FY) 2025/26 budget for the purchase of the two (2) 2026 Toyota Crown pool vehicles. Staff requests Council authorize a budget amendment transferring \$118,546 from the Equipment Reserves to the City Manager and City Attorney Department Budgets to fund the purchase as detailed below:

<u>Decrease Equipment Reserves Up To</u> 1010-243-0000	\$118,546
<u>Increase Expenditures Up To</u> 1010-11-20-450-30-00	\$59,273
<u>Increase Revenue Up To</u> 1010-13-10-450-30-00	\$59,273

WHEREAS, staff is requesting Council approve the purchase of the following vehicles from Elk Grove Toyota:

Vehicle Description	Cost
Two (2) 2026 Toyota Crowns	\$118,546

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the purchase of the above listed two (2) 2026 Toyota Crown pool vehicles for \$118,546.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

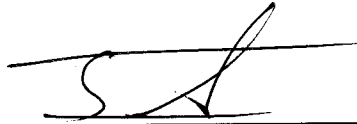
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

• B •



9640 West Stockton Blvd.
Elk Grove, CA 95757

www.ElkGroveToyota.com

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Hello Todd,

There are two 2026 Crown Platinums coming in 4 to 8 weeks away to partner stores. One oxygen white with black interior and one heavy metal with black interior. MSRP 57718 your price would be 53700 plus tax and license. Your out the door would be 59227.94 for each one. These are very limited production. Let us know when you decide and call with any questions.

Sincerely

Jim Blacksten

Sales Manager
Elk Grove Toyota
916-405-8000

To ensure e-mail delivery to your inbox, please add my email address to your contacts or safe sender list.

ITEM 4.8

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

RECOMMENDATION: **Adopt Resolution to Approve Agreement to Provide Law Enforcement Services to The American Heart Association for the 209 Heart & Stroke Walk Event on September 13, 2025**

SUMMARY:

The American Heart Association (AHA) is hosting the 209 Heart & Stroke Walk event in the City of Lathrop on September 13, 2025. This is a regional event that will attract thousands of visitors to the City of Lathrop. Due to the size and scope of the event, law enforcement services are being requested to help ensure the safety and security of event participants. The 209 Heart & Stroke Walk is a one-day event from 9:00 AM to 11:30 AM. The total hours requested by the AHA is thirty-two (32) hours for five (5) officers, one (1) Sergeant, and two (2) Community Service Officers.

The Lathrop Police Department (LPD) is able to provide staffing for the requested overtime hours for the 209 Heart & Stroke Walk. The AHA has agreed to pay for the thirty-two (32) overtime hours requested and has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety during the event. The overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$3,434.08.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services to the American Heart Association for the 209 Heart & Stroke Walk Event on September 13, 2025.

BACKGROUND:

The American Heart Association is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke. The AHA is hosting their 209 Heart & Stroke Walk event on Saturday, September 13, 2025, at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. The regional event attracted about 1,500 visitors to Lathrop last year. The event organizers estimate between 1,500 - 2,000 attendees for the September 13, 2025, event.

The 209 Heart & Stroke Walk event will begin at 9:00 AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas. Due to the size and scope of the 209 Heart & Stroke Walk event, law

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

enforcement services are requested to help ensure the safety and security of event participants. The 209 Heart & Stroke Walk event is from 9:00 AM to 11:30 AM, and a total of five (5) Police Officers, one (1) Sergeant, and one (2) Community Service Officers are being requested to be present for the event. The total hours requested by the American Heart Association is thirty-two (32) hours.

The AHA agrees to pay the cost of the requested overtime hours and further agrees to pay any additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event.

REASON FOR RECOMMENDATION:

Due to the size and scope of the events, law enforcement services are required for the safety and security of the visitors and participants for the 209 Heart & Stroke Walk event. LPD is able to provide the law enforcement services requested, and the AHA has agreed to pay the overtime rate to cover the costs of sworn and non-sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for the 209 Heart & Stroke Walk event.

FISCAL IMPACT:

Overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$3,434.08. AHA is required to pay a deposit of \$3,434.08. At the conclusion of the event the City will invoice AHA for actual overtime costs, including any additional costs if circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, and apply the initial deposit as credit. There is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the adopted budget for FY 25-26.

ATTACHMENTS:

- A. Resolution to Approve Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on September 13, 2025
- B. Agreement with the American Heart Association to Provide Law Enforcement Services for the 209 Heart & Stroke Walk event on September 13, 2025

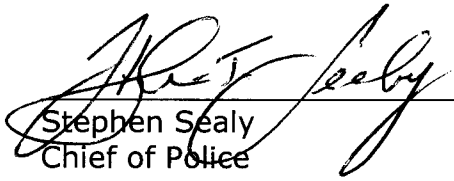
CITY MANAGER'S REPORT

PAGE 3

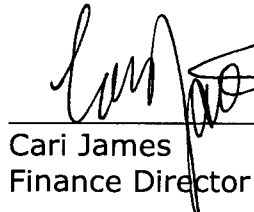
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE
AMERICAN HEART ASSOCIATION'S 209 HEART & STROKE WALK EVENT**

APPROVALS:


Stephen Sealy
Chief of Police

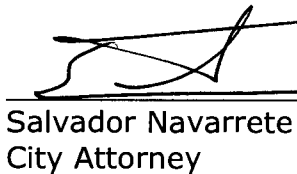
8/5/2025
Date


Cari James
Finance Director

8/5/2025
Date


Thomas Hedegard
Deputy City Manager

8/1/2025
Date


Salvador Navarrete
City Attorney

7-15-2025
Date


Stephen J. Salvatore
City Manager

8.6.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO THE AMERICAN HEART ASSOCIATION FOR THE 209 HEART & STROKE WALK EVENT ON SEPTEMBER 13, 2025

WHEREAS, the American Heart Association (AHA) is the nation's oldest and largest voluntary non-profit organization whose mission is to fight heart disease and stroke; and

WHEREAS, the AHA is hosting their 209 Heart & Stroke Walk event on Saturday, September 13, 2025, at 1051 River Islands Parkway in Lathrop to raise awareness and funding for heart disease. This regional event will attract thousands of visitors to Lathrop and event organizers estimates between 1,500 – 2,000 attendees; and

WHEREAS, the 209 Heart & Stroke Walk event will be from 9:00 AM to 11:30 AM and the vendor/festival area will have a kids activity zone, face painters, sponsor booths, a DJ, and photo areas; and

WHEREAS, due to the size and scope of the 209 Heart & Stroke Walk event, law enforcement services are requested to ensure the safety and security of event participants. A total of five (5) Police Officers, one (1) Sergeant, and two (2) Community Service Officers are being requested to be present for the event. The total hours requested by the American Heart Association is thirty-two (32) hours; and

WHEREAS, LPD is able to provide staffing for the requested overtime hours and the AHA agrees to pay the cost of the thirty-two (32) overtime hours and further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at their event; and

WHEREAS, the overtime cost for the AHA's 209 Heart & Stroke Walk is estimated at \$3,434.08; and

WHEREAS, there is no fiscal impact to the City for this agreement and the Revenue and Overtime Expense are included in the adopted budget for FY 25-26.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the proposed Agreement to Provide Law Enforcement Services to the American Heart Association for the 209 Heart & Stroke Walk event on September 13, 2025.

The foregoing resolution was passed and adopted this 11th day of August 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

CITY OF LATHROP

AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON SEPTEMBER 13, 2025

THIS AGREEMENT for law enforcement services to the AMERICAN HEART ASSOCIATION for the 209 HEART & STROKE WALK event (hereinafter "EVENT"), dated for convenience this ____ day of August 2025 is by and between the AMERICAN HEART ASSOCIATION, a nonprofit organization (hereinafter "AHA") and the City of Lathrop, a California municipal corporation (hereinafter "CITY"). The CITY and the AMERICAN HEART ASSOCIATION may be referred to herein as "Party" or collectively as "Parties".

RECITALS:

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

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

WHEREAS, costs for Officer work hours shall be paid by the AHA at the rate indicated in the estimated cost schedule below.

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

AGREEMENT

(1) Scope of Service

CITY's assigned police officers shall provide law enforcement security services to AHA's 209 HEART & STROKE WALK EVENT located at 1051 River Islands Parkway, Lathrop, CA 95330 in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY's employee and shall be subject to the CITY's administration, supervision, and control.
- B. AHA agrees to pay the costs for law enforcement services provided by the Lathrop Police Department at the hourly rate listed in Section 2 below.
- C. The initially estimated total cost is based on the number of hours that CITY intends to assign Officers to cover the EVENT. Staff will work from a schedule with a total of 28 hours for the duration of the EVENT as detailed in Section 2 Compensation below.
- D. AHA agrees to pay a deposit equal to the initially estimated total cost as detailed in Section 2 below.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON SEPTEMBER 13, 2025

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

(2) Compensation

AHA hereby agrees to pay all initial deposit of initial estimated total cost for law enforcement services as detailed in the schedule below:

Date	Staff	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
9/13/2025	5 Officers	8AM – 12PM (4 hours)	20	\$112.91	\$2,258.20
9/13/2025	1 Sergeant	8AM – 12PM (4 hours)	4	\$133.07	\$532.28
9/13/2025	2 CSO	8AM – 12PM (4 hours)	8	\$80.45	\$643.60
Total Estimated Cost					\$3,434.08

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

(3) Effective Date and Term

The effective date of this Agreement shall be from the date of its full execution through **September 13, 2025**, unless terminated earlier by either party providing a minimum of seven (7) days' written notice.

(4) Employment of Officer(s) and Assignments

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. AHA shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement.

CITY shall assign Police Officers to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule as detailed in Section 2 Compensation of the Agreement, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT ON SEPTEMBER 13, 2025

(5) **Billings**

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

(6) **Supplies & Equipment**

CITY shall provide each officer with the following equipment:

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

(7) **Compliance With the Laws**

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

(8) **Insurance**

- A. AHA shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. AHA's general liability policies shall be primary and shall not seek contribution from the CITY's coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- B. Any failure to comply with reporting provisions of the policies by AHA shall not affect coverage provided the CITY.
- C. Coverage shall state that AHA 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.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO
PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT
ON SEPTEMBER 13, 2025

D. Coverage shall contain a waiver of subrogation in favor of the CITY.

(9) Indemnification

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

(10) Integration of Prior Terms and Conditions

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

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO
PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT
ON SEPTEMBER 13, 2025

(11) Termination

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

(12) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Lathrop Police Department 940 River Islands Parkway Lathrop, CA 95330
To AHA:	American Heart Association Attn: Donna Duldulao 2007 O St. Sacramento, CA 95811

(13) Miscellaneous

- A. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- B. Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- E. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO
PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT
ON SEPTEMBER 13, 2025

- F. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- G. Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- H. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- I. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- J. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- K. Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- L. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- M. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- N. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party

(14) Signatures

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

CITY OF LATHROP – AGREEMENT WITH THE AMERICAN HEART ASSOCIATION TO
PROVIDE LAW ENFORCEMENT SERVICES FOR THE 209 HEART & STROKE WALK EVENT
ON SEPTEMBER 13, 2025

In Witness Whereof, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

City of Lathrop:

American Heart Association:

Stephen J. Salvatore Date
City Manager

Jessica Lannom Date
Executive Director

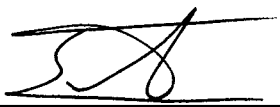
Recommended for Approval:

American Heart Association:

Stephen Sealy Date
Chief of Police

Jill DiGiacomo Date
Vice President of Operations

Approved as to Form:

 7.15.2025

Salvador Navarrete Date
City Attorney

Attest:

Teresa Vargas Date
City Clerk

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC FINANCING AUTHORITY**

RECOMMENDATION: **Adopt Resolution to Approve Judith Blumhorst as a Public Member to the Mossdale Tract Enhanced Infrastructure Financing District's Public Financing Authority**

SUMMARY:

The Mossdale Tract Enhanced Infrastructure Financing District (EIFD) is governed by a 10-member Public Financing Authority (PFA) Board of Directors. Eight seats are held by elected officials representing the four Affected Taxing Entities (ATEs): the County of San Joaquin and the Cities of Lathrop, Manteca, Stockton, and San Joaquin County. The remaining two seats are designated for Public Members, who are jointly appointed by the legislative bodies of the ATEs. The Public Member seat is currently vacant following the resignation of Mr. Steve Dresser, who became ineligible to serve in that capacity upon his election to the Lathrop City Council. Mr. Dresser had originally been appointed by the City of Lathrop. In accordance with the established alphabetical rotation for public member, the City of Manteca is now responsible for selecting the next representative. After conducting a formal recruitment process, Judith Blumhorst was identified as the most qualified candidate. The Manteca City Council appointed her on April 1st. Her two-year term will commence upon approval of her appointment by the remaining ATEs.

Staff recommends Council approve Judith Blumhorst as a public member to the Mossdale Tract Enhanced Infrastructure Financing District's Public Financing Authority.

BACKGROUND:

The Mossdale Tract EIFD is governed by a PFA, which consists of 10-member Board of Directors. As required by EIFD Law, two seats on the board are to be occupied by members of the public chosen collectively by the legislative body of each ATE. The other eight seats are occupied by two elected representatives from each of the four ATEs (Lathrop, Manteca, Stockton and the County of San Joaquin).

There is currently a vacancy for a Public Member position on the Board of Directors of the PFA. The unscheduled vacancy is due to the departure of Mr. Steve Dresser who recently became a member of the Lathrop City Council. As an elected official serving on the Lathrop City Council, Mr. Dresser is precluded from occupying the

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC FINANCING AUTHORITY**

Public Member position on the PFA Board. The initial selection of Mr. Dresser was made by the City of Lathrop.

The PFA Board, upon its formation, adopted a policy of recruiting public member positions in the alphabetical order of the ATE's. Proceeding in alphabetical order to fill the public member positions, the next appointment falls to the City of Manteca. Through a recruitment process which included in-person interviews, the most qualified candidate was determined to be Judith Blumhorst. On April 1st, the Manteca City Council adopted Resolution R2025-44 to appoint Judith Blumhorst. To complete the process, each of the remaining ATE's must take action approving the appointment.

DISCUSSION:

The EIFD PFA is responsible for governing the Mossdale Tract EIFD, as outlined in Government Code §53398. 50 - 55398. 88 (EIFD Law). Recruitment to fill the vacant Public Member position will be initiated by the legislative bodies of the Affected Entities in alphabetical order. Lathrop City Council appointed Mr. Dresser as the first Public Member of the EIFD PFA board. As a result, the City of Manteca is responsible for selecting the next public board member to replace Mr. Dresser in compliance with the Resolution of Intention adopted by each ATE in 2022. The appointment of a person to fill the public member position must be approved by all of the ATE's, and the two-year term will commence once these actions have been taken.

EIFD Law enables jurisdictions to consider formation of EIFDs as a means of using tax increment financing to fund a variety of eligible improvements with community-wide benefit. Improvements to strengthen public safety infrastructures for withstanding flooding that has a 1-in-200 chance of occurring in any given year or Urban Level of Flood Protection (ULOP) is consistent with the community wide benefit of flood risk reduction for Mossdale Tract.

The Mossdale Tract Area EIFD is funded from property tax increment revenues. These revenues, in conjunction with revenues from SJAFCA's Mossdale Tract Overlay Assessment approved by property owners in June 2024 will be used to implement the flood protection improvements. The combined revenues may also be used to repay bonds issued to finance the improvements needed to achieve ULOP for the Mossdale Tract Area.

RECOMMENDATION:

Based on consideration of the above discussion, staff recommends that the City Council approve the appointment of Judith Blumhorst as a Public Member to the Mossdale Tract Enhanced Infrastructure Financing District's Public Financing Authority. Ms. Blumhorst has been identified as the most qualified candidate to

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC FINANCING AUTHORITY**

represent the public interest and fulfill the responsibilities of this role. Her appointment will support continued collaboration among the Affected Taxing Entities and ensure the effective governance of the EIFD.

FISCAL IMPACT:

The appointment of Judith Blumhorst to fill the vacant Public Member seat on the Mossdale Tract Enhanced Infrastructure Financing District (EIFD) Public Financing Authority will have no fiscal impact on the City.

ATTACHMENTS:

- A. Resolution to Approve Judith Blumhorst as a Public Member to the Mossdale Tract Enhanced Infrastructure Financing District's Public Financing Authority

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE
TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC
FINANCING AUTHORITY

PAGE 4

APPROVALS:



Greg Gibson
Senior Civil Engineer

07/28/2025

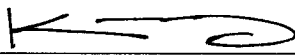
Date



Brad Taylor
City Engineer

8/4/2025

Date



Michael King
Assistant City Manager

7.28.2025

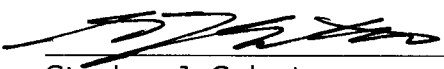
Date



Salvador Navarrete
City Attorney

7.28.2025

Date



Stephen J. Salvatore
City Manager

8.5.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE JUDITH BLUMHORST AS A PUBLIC MEMBER TO THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT'S PUBLIC FINANCING AUTHORITY

WHEREAS, Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley; and

WHEREAS, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in areas that don't have an Urban Level of Flood Protection (ULOP), land use agencies are required to make findings related to the provision of 200-year ULOP; and

WHEREAS, as part of the region's efforts to comply with this requirement the Cities of Lathrop, Manteca, and Stockton made findings of Adequate Progress toward the provision of 200-year ULOP and have annually validated these findings based on Annual Reports of Adequate Progress (Annual Reports) submitted to the Central Valley Flood Protection Board (CVFPB); and

WHEREAS, since 2018, the Annual Reports have been approved and submitted to the CVFPB by the San Joaquin Area Flood Control Agency (SJAFCA) after the Cities of Lathrop and Manteca became members of SJAFCA; and

WHEREAS, the Annual Reports describe the financing plan and the identified funding mechanisms, including the Mossdale Tract Enhanced Infrastructure Financing District (EIFD), that are being utilized to fund and implement the improvements necessary for ULOP; and

WHEREAS, in January 2022, the City Council adopted a Resolution of Intention to participate in the EIFD and associated Public Financing Authority (PFA) which were established to finance the construction and/or acquisition of capital improvements planned to provide an ULOP for Mossdale Tract; and

WHEREAS, the Mossdale Tract Area EIFD has four (4) Affected Taxing Entities (ATEs) that include the City of Manteca, the City of Lathrop, the City of Stockton, and San Joaquin County, which form the 10-member PFA governing body with each ATE having two elected members and then two at-large public members; and

WHEREAS, the public member appointments are filled by the ATEs through an alphabetical order rotation; and

WHEREAS, it is the City of Manteca's turn to appoint the next public member of the PFA due to a vacancy created when Mr. Steve Dresser recently was elected to the Lathrop City Council, as elected officials are precluded from occupying the public member positions; and

WHEREAS, following a recruitment process, the most qualified candidate was determined to be Judith Blumhorst with a term of two years after all the other ATEs have completed their concurrence with Manteca's appointment of Judith Blumhorst; and

WHEREAS, on April 1st, the Manteca City Council adopted Resolution R2025-44 to appoint Judith Blumhorst.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the following:

SECTION 1. RECITALS. The foregoing recitals are true and correct.

SECTION 2. APPROVAL of JUDITH BLUMHORST AS PUBLIC MEMBER FOR EIFD PFA. The City Council hereby approves Judith Blumhorst as a public member to the Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA), subject to confirmation by the other Affected Taxing Entities, for a period of two years after all the Affected Taxing Entities have completed their concurrence with Manteca's appointment of Judith Blumhorst.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

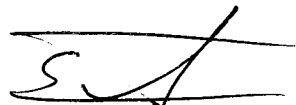
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **RATIFY CITY MANAGER'S APPROVAL OF OUT-OF-STATE TRAVEL TO GOODYEAR, ARIZONA ON JULY 30, 2025 FOR THE SENIOR CONSTRUCTION MANAGER TO EVALUATE WASTEWATER TREATMENT FACILITY**

RECOMMENDATION: **Adopt Resolution to Ratify City Manager's Approval of Out-Of-State Travel to Goodyear, Arizona on July 30, 2025 for the Senior Construction Manager to Evaluate Wastewater Treatment Facility**

SUMMARY:

Consolidated Treatment Facility (CTF) Phase 4 Expansion, Capital Improvement Project (CIP) WW 25-26 (Project) is now under construction and includes the design and installation of new headworks equipment. Wastewater treatment headworks equipment installation is the initial stage where large debris and grit are removed from incoming wastewater. This crucial step protects downstream equipment from damage and clogging, ensuring the overall efficiency of the treatment process. In addition to being a key step in the overall treatment process, the new equipment represents a significant percentage of the total project budget.

The City of Goodyear, Arizona operates a similar wastewater treatment facility with the same headworks equipment being considered for the Project. On July 30, 2025 the City's Senior Construction Manager traveled to Goodyear, Arizona to evaluate the existing headworks equipment. Staff request City Council ratify the City Manager's approval of out-of-state travel.

REASON FOR RECOMMENDATION:

Observing the existing headworks equipment in operation provided beneficial knowledge to staff for the design and installation of the new headworks equipment at the Lathrop CTF. Pursuant to Resolution 00-868, out-of-state travel for staff requires City Council's approval.

FISCAL IMPACT:

The total travel cost was \$789 and sufficient funds were allocated in the adopted FY 2025-26 budget to fund this expense.

ATTACHMENTS:

- A. Resolution to Ratify City Manager's Approval of Out-Of-State Travel to Goodyear, Arizona on July 30, 2025 for the Senior Construction Manager to Evaluate Wastewater Treatment Facility

CITY MANAGER'S REPORT

PAGE 3

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**RATIFY CITY MANAGER'S APPROVAL OF OUT-OF-STATE TRAVEL TO
GOODYEAR, ARIZONA ON JULY 30, 2025 FOR THE SENIOR CONSTRUCTION
MANAGER TO EVALUATE WASTEWATER TREATMENT FACILITY**

APPROVALS:



Steven Hollenbeak
Assistant Engineer

8.6.25

Date



Brad Taylor
City Engineer

8/6/2025

Date



Cari James
Finance Director

8/6/2025

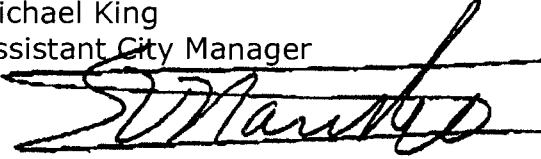
Date



Michael King
Assistant City Manager

8.6.2025

Date



Salvador Navarrete
City Attorney

8/6/2025

Date



Stephen J. Salvatore
City Manager

8.7.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY CITY MANAGER'S APPROVAL OF OUT-OF-STATE TRAVEL TO GOODYEAR, ARIZONA ON JULY 30, 2025 FOR THE SENIOR CONSTRUCTION MANAGER TO EVALUATE WASTEWATER TREATMENT FACILITY

WHEREAS, on July 14, 2025, Council approved a contract for the construction of Consolidated Treatment Facility (CTF) Phase 4 Expansion, Capital Improvement Project (CIP) WW 25-26 (Project); and

WHEREAS, the Project scope includes the design and installation of headworks equipment; and

WHEREAS, in wastewater treatment, headworks refers to the initial stage where large debris and grit are removed from incoming wastewater. This crucial step protects downstream equipment from damage and clogging, ensuring the overall efficiency of the treatment process; and

WHEREAS, the cost to design and install new headworks equipment represents a significant percentage of the overall budget for the Project; and

WHEREAS, Goodyear, Arizona operates a similar wastewater treatment facility with headworks equipment being considered for the Project and observing the existing headworks equipment in operation would provide beneficial knowledge to design and install the new headworks equipment at the Lathrop CTF; and

WHEREAS, the CTF Phase 4 expansion project is being overseen by the City's Senior Construction Manager who has the experience and technical ability to evaluate headworks equipment, and

WHEREAS, the City's Senior Construction Manager traveled to Goodyear, Arizona on July 30, 2025 to evaluate the existing headworks equipment; and

WHEREAS, Resolution 00-868 requires City Council to approve out-of-state travel for staff; and

WHEREAS, staff request City Council ratify the City Manager's authorization of the City's Senior Construction Manager's out-of-state travel to Goodyear, Arizona on July 30, 2025, at a cost of \$789; and

WHEREAS, sufficient funds have been allocated in the approved FY 2025-26 budget for this expense.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby ratify the City Manager's approval of the City's Senior Construction Manager's out-of-state travel to Goodyear, Arizona on July 30, 2025.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

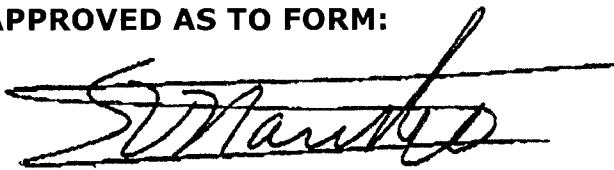
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ITEM 4.11

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE OUT OF STATE TRAVEL TO ATTEND THE 2025 SAN JOAQUIN AREA FLOOD CONTROL AGENCY (SJAFCA) ADVOCACY TRIP IN WASHINGTON, D.C.**

RECOMMENDATION: **Adopt Resolution Authorizing Out of State Travel for the City Manager to Represent the City of Lathrop as the SJAFCA Board of Directors at the 2025 Advocacy Trip in Washington, D.C., September 15-17, 2025**

SUMMARY:

The City of Lathrop's Board Members appointed to the San Joaquin Area Flood Control Agency (SJAFCA) for the 2025 calendar year are Councilmember Steve Dresser (Delegate) and Councilmember Diane Lazard (Delegate), and Jennifer Torres-O'Callaghan (Alternate). Each year, representatives of the SJAFCA Board of Directors travel to Washington, D.C., to meet with federal representatives and policymakers in Congress to discuss SJAFCA's priority projects. Lathrop has participated in these advocacy trips since 2018, when Lathrop became a voting member of SJAFCA.

SJAFCA reached out on July 22, 2025, and staff was directed to begin preparations for the upcoming advocacy trip to Washington D.C. and coordinate travel with the member agencies. Availability for this trip was discussed with Councilmember Dresser, Councilmember Lazard, and Vice Mayor Torres-O'Callaghan. However, due to scheduling conflicts they are unable to attend.

Tonight, staff is requesting authorization for out of state travel for City Manager Stephen Salvatore to represent the City of Lathrop in the 2025 SJAFCA Advocacy trip to Washington, D.C., from September 15, 2025, to September 17, 2025.

BACKGROUND:

The cities of Lathrop and Manteca requested that SJAFCA expand the existing Joint Exercise of Powers Agreement (JEPA) to provide coordinated regional flood protection to include the RD 17 basin. At the time, the SJAFCA JEPA only included three agencies: City of Stockton, San Joaquin County Flood Control and Water Conservation District, and San Joaquin County.

The local San Joaquin County land use agencies entered a Memorandum of Understanding with Reclamation District (RD) 17 on May 16, 2016, to reach conceptual agreement for broad collaboration among the land use agencies and RD 17 regarding the planning and design work and implementation of 200-year flood protection project in the RD 17 basin.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**APPROVAL FOR THE 2025 SJAFCA ADVOCACY TRIP TO WASHINGTON, D.C.**

Pursuant to the MOU, representatives from San Joaquin County, and the cities of Stockton, Lathrop, and Manteca have been meeting with San Joaquin Area Flood Control Agency (SJAFCA) and RD 17 staff to evaluate and explore options for the governance, adoption, and implementation of this project.

On January 29, 2018, the City Council approved Resolution 18-4339, approving an amendment and restated JEPA with SJAFCA, to include the cities of Lathrop and Manteca as voting members.

Each year, representatives of the SJAFCA Board of Directors travel to Washington, D.C., to meet with federal representatives and policymakers in Congress to discuss SJAFCA's priority projects. SJAFCA confirmed the trip on July 22, 2025, and staff was directed to begin preparations for the upcoming advocacy meeting in Washington D.C. and coordinate travel with the member agencies. Availability for this trip was discussed with Councilmember Dresser and Councilmember Lazard and Vice Mayor Torres-O'Callaghan. However, due to scheduling conflicts they are unable to attend.

Tonight, staff is requesting authorization for out of state travel for City Manager Stephen Salvatore, to represent the City of Lathrop in the 2025 SJAFCA advocacy trip to Washington, D.C., from September 15, 2025, to September 17, 2025.

FISCAL IMPACT:

The estimated cost to attend the SJAFCA Advocacy Trip is approximately \$4,600 which includes registration, hotel, airfare, transportation, meals, and minor incidentals. Estimated cost is based on actuals from the 2024 SJAFCA Advocacy Trip. The current City Manager's Training and Travel Budget for FY 25-26 has sufficient funds to cover this travel request.

ATTACHMENTS:

- A. Resolution Authorizing Out-of-State Travel

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVAL FOR THE 2025 SJAFCA ADVOCACY TRIP TO WASHINGTON, D.C.

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APPROVALS:



Teresa Vargas
Government Services Director &
City Clerk

Date

8/5/25



Cari James
Finance Director

Date

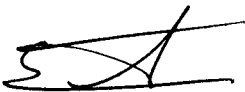
8/6/2025



Thomas Hedegard
Deputy City Manager

Date

8/6/2025



Salvador Navarrete
City Attorney

Date

8.5.2025



Stephen J. Salvatore
City Manager

Date

8.6.25

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR THE CITY MANAGER TO REPRESENT THE CITY OF LATHROP ON THE SJAFCA BOARD OF DIRECTORS AT THE 2025 ADVOCACY TRIP IN WASHINGTON, D.C., SEPTEMBER 15-17, 2025

WHEREAS, on January 29, 2018, the City Council approved Resolution 18-4339, approving an amendment and restated Joint Exercise of Powers Agreement (JEPA) with San Joaquin Area Flood Control Agency (SJAFCA), to include the cities of Lathrop and Manteca as voting members of SJAFCA; and

WHEREAS, each year, representatives of the SJAFCA Board of Directors travel to Washington, D.C., to meet with federal representatives and policymakers in Congress to discuss SJAFCA's priority projects; and

WHEREAS, Lathrop has participated in these advocacy trips since 2018, when Lathrop became a voting member of SJAFCA; and

WHEREAS, on July 22, 2025, staff was directed to begin preparations for the upcoming advocacy trip to Washington D.C. and coordinate travel with the member agencies; and

WHEREAS, the City of Lathrop's Board Members to the San Joaquin Area Flood Control Agency (SJAFCA) for the 2025 calendar year are Councilmember Steve Dresser (Delegate), Councilmember Diane Lazard (Delegate), and Vice Mayor Jennifer Torres-O'Callaghan (Alternate); and

WHEREAS, this travel is recommended to promote regional projects and the City of Lathrop's future development, specifically as it relates to the Mossdale Tract; and

WHEREAS, due to Councilmember scheduling conflicts, staff is requesting authorization for out of state travel for the City Manager Stephen Salvatore to represent the City of Lathrop in the 2025 SJAFCA advocacy trip in Washington, D.C., from September 15, 2025 to September 17, 2025. The City Manager training and travel budget, for FY 25-26, has sufficient funds available to cover the cost of the proposed travel; and

WHEREAS, the cost is approximately \$5,000, which includes registration, hotel, airfare, transportation and meals (not provided by the conference); and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approve out of state travel for the City Manager to attend the 2025 SJAFCA Advocacy trip in Washington, D.C.; and

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

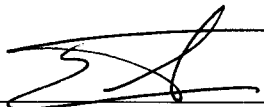
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT**

RECOMMENDATION: **Adopt Resolution to Approve Amendments to Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc., and Approving Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Services to the Building Department**

SUMMARY:

Construction and development activities related to capital improvement, private land development, residential, commercial, and industrial projects, have continued to see a significant increase in the Building Department, with a budgeted influx in permit submittals for the next biennial fiscal years, specifically commercial and industrial, that require comprehensive plan review. To efficiently manage the workload for plan review, and ensure timely delivery of services, the Department relies on external professional consulting services for Plan Review Services, Building Inspection Services, and Permitting Services.

In order to maintain streamline operations and service quality in the Building Department, Staff is requesting City Council approve the following:

- Amendments to three (3) Master Professional Consulting Service Agreements, to extend the Term End Date from September 1, 2025, to September 1, 2027, to the following Consulting Agencies:
 - ❖ 4LEAF, Inc.
 - ❖ BPR Consulting Group LLC
 - ❖ TRB and Associates, Inc.
- Three (3) Task Orders for each agreement. These agreements will cover the following services:
 1. **Plan Review Services** – Comprehensive review of construction plans to ensure compliance with Building Codes and Regulations
 2. **Building Inspection Services** – As-Needed, On-Site Inspections to verify compliance with Approved Plans and Applicable Codes during various stages of construction

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

3. Permitting Services – As-Needed, On-Site Permitting Services to complete assigned projects and tasks in the Building Department

By extending the effective dates of the current agreements with the Department's consulting agencies, the City can effectively coordinate the increased plan review workload, allowing for flexibility in scaling services based on the Department's and the Consultants' workloads and project demands. This ensures that the City benefits from streamlined processes, expertise, and experience of the Consultants. The City can manage costs effectively while maintaining service quality to applicants.

Sufficient funds are allocated in the Building Department budget for the next two fiscal years, and professional services will be fully funded by building permit fees assessed and collected during permit issuance.

BACKGROUND:

The Building Department plays a crucial role in ensuring the safety and compliance of construction projects within our jurisdiction and is responsible for the permitting and inspection of construction (including but not limited to; new construction, additions, alterations, repairs, and remodeling) throughout the City's building permitting jurisdiction as required by the Building Codes. The Building Department enforces International Building Codes, when applicable, California Building Codes, and Lathrop Municipal Code.

The City sought proposals and selected three (3) Consulting Agencies (Consultant) with Master Professional Consulting Service Agreements with 4LEAF, Inc. (4LEAF), BPR Consulting Group LLC (BPR), and TRB and Associates, Inc. (TRB+) on August 12, 2024. Unless extended, the Agreements with 4LEAF, BPR and TRB+ will end on September 1, 2025.

Due to the continued increase in construction and development activity, resources have become limited for necessary comprehensive plan review and on an as-needed basis, on-site services. The current Consultants on contract have provided professional services to the Building Department in the past calendar year, after being awarded Master Professional Service Agreements at City Council on August 12, 2024, pursuant to Resolution 24-5610. The Department would like to move forward with these consultant agencies and amend the existing Master Agreements to extend the Term End Date of services from the original termination date of September 1, 2025, to September 1, 2027. This option to extend the term of the Master Agreements was cited in the Request for Proposals that was publicly advertised on July 15, 2024.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

Each contract's language states:

(3) "Effective Date and Term

The effective date of this Agreement is **August 12, 2024**, and it shall terminate no later than **September 1, 2025**, unless extension to this contract is requested by CITY and approved by City Council."

Staff is requesting Council approve the proposed amendments to extend the termination date to **September 1, 2027**.

Along with the amendment to extend the termination date for the Consultant contracts, staff requests Council approval of three (3) Task Orders for each master Agreement with the not-to-exceed limits listed below.

Table 1 below provides a Summary of Task Orders staff is requesting:

Table 1 – Summary of Task Orders

Agency	Task Order	Task Order Scope of Work	Amount Not to Exceed	G/L Account(s)
4LEAF, Inc.	4	Plan Check Services	\$300,000	2015-50-30-420-01-00 2015-50-30-420-01-02 2015-50-30-420-01-03 2015-50-30-420-01-04
	5	Building Inspection Services	\$300,000	2015-50-30-420-04-00
	6	Permitting Services	\$150,000	2015-50-30-420-04-00
BPR Consulting Group LLC	4	Plan Check Services	\$300,000	2015-50-30-420-01-00 2015-50-30-420-01-02 2015-50-30-420-01-03 2015-50-30-420-01-04
	5	Building Inspection Services	\$300,000	2015-50-30-420-04-00
	6	Permitting Services	\$150,000	2015-50-30-420-04-00

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

TRB and Associates, Inc.	4	Plan Check Services	\$300,000	2015-50-30-420-01-00 2015-50-30-420-01-02 2015-50-30-420-01-03 2015-50-30-420-01-04
	5	Building Inspection Services	\$300,000	2015-50-30-420-04-00
	6	Permitting Services	\$150,000	2015-50-30-420-04-00

The City recovers its costs for providing building permitting services for active construction projects by charging a construction permit fee collected before building permits are issued. These services are fully funded in the Building Department budget and offset by revenue received from building permits.

Sufficient funds are allocated in the Building Department budget for the next two fiscal years, and professional services will be fully funded by building permit fees assessed and collected during permit issuance.

REASON FOR RECOMMENDATION:

Continual and increased Professional Consulting Services are needed for the Building Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

The proposed amendments to the Master Agreements to extend to extend Term End Dates will enable the Building Department to continue to enhance operational efficiency, maintain regulatory compliance, and provide timely services to our residents and stakeholders involved in construction activities, while resolving the flexibility needed for resources to continue providing streamline operations and service quality without interruption of contract term constraints currently written and executed.

The three (3) proposed Task Orders for each Consultant will have sufficient funds allocated to cover all service costs for the span of two fiscal years, 2025-26 and 2026-27, and will be fully funded by building permit fees assessed and collected during permit issuance. These new Task Orders would ensure operational functionality and collaboration between Department and Consultant for the next two years.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

FISCAL IMPACT:

The cost of each Task Order is not to exceed the amounts detailed in Table 1 above and will be paid on a time and material basis. There will be no fiscal impact of these requests as sufficient funds will be allocated in the Department Budget as approved by City Council for Fiscal Year 25/26 and 26/27.

Sufficient funds for Plan Review Services for each Consultant are allocated in G/L Accounts 2015-50-30-420-01-00, 2015-50-30-420-01-02, 2015-50-30-420-01-03, 2015-50-30-420-01-04, based on District Location, for the Fiscal Year 25/26 and 26/27 budgets.

Sufficient funds for Building Inspection Services and Permitting Services for each Consultant are allocated in G/L Account 2015-50-30-420-04-00 for the Fiscal Year 25/26 and 26/27 budgets.

ATTACHMENTS:

- A. Resolution to Approve Amendments to Three (3) Master Professional Consulting Service Agreements to 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc., and Approve Three (3) Task Orders for Each, to Provide Plan Review Services, Building Inspection Services, and Permitting Services to the Building Department
- B. Amendment to Master Professional Consulting Service Agreement Between the City of Lathrop and 4LEAF, Inc. to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
- C. Task Order No. 4 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Plan Review Services
- D. Task Order No. 5 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Building Inspection Services
- E. Task Order No. 6 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with 4LEAF, Inc. for Permitting Services
- F. Amendment to Master Professional Consulting Service Agreement Between the City of Lathrop and BPR Consulting Group LLC to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
- G. Task Order No. 4 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Plan Review Services
- H. Task Order No. 5 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Building Inspection Services

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

- I. Task Order No. 6 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with BPR Consulting Group LLC for Permitting Services
- J. Amendment to Master Professional Consulting Service Agreement Between the City of Lathrop and TRB and Associates, Inc. to Provide Plan Review, Building Inspection and Permitting Services to the Building Department
- K. Task Order No. 4 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Plan Review Services
- L. Task Order No. 5 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Building Inspection Services
- M. Task Order No. 6 Pursuant to Master Professional Consulting Service Agreement dated August 12, 2024 with TRB and Associates, Inc. for Permitting Services

CITY MANAGER'S REPORT

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AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

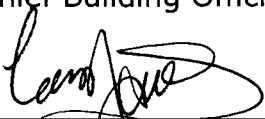
APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVE THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

APPROVALS:



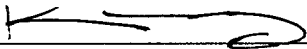
Ed Short
Chief Building Official

7/30/2025
Date



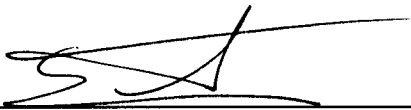
Cari James
Finance Director

8/6/2025
Date



Michael King
Assistant City Manager

7.30.2025
Date



Salvador Navarrete
City Attorney

8-5-2025
Date



Stephen J. Salvatore
City Manager

8.7.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AMENDMENTS TO THREE (3) MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENTS TO 4LEAF, INC., BPR CONSULTING GROUP LLC, AND TRB AND ASSOCIATES, INC., AND APPROVING THREE (3) TASK ORDERS FOR EACH, TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES, AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

WHEREAS, construction and development activities related to capital improvement, private land development, residential, commercial, and industrial projects, have continued to see a significant increase in the Building Department, with a budgeted influx of permit submittals for the next biennial fiscal years, specifically commercial and industrial, that require comprehensive plan review; and

WHEREAS, to efficiently manage the workload for plan review, and ensure timely delivery of services, the Department relies on external professional consulting services; and

WHEREAS, in order to maintain streamline operations and service quality in the Building Department, staff requested an amendment to three (3) currently active contracts with 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc., extending the Term End Date from September 1, 2025, to September 1, 2027; and

WHEREAS, currently contracted professional consulting agencies 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc. have provided professional services to the Building Department in the past fiscal year; and

WHEREAS, staff requested a series of task orders to provide professional services for the Building Department, specifically, plan review services, building inspection services, and permitting services; and

WHEREAS, staff requested that Council approve three (3) task orders for each master professional consulting service agreement including, Task Order No. 4 for Plan Review Services, Task Order No. 5 for Building Inspection Services, and Task Order No. 6 for Permitting Services; and

WHEREAS, the cost of Task Order No. 4 for Plan Review Services for 4LEAF, Inc. is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal years of 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 5 for Building Inspection Services for 4LEAF, Inc. is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 6 for Permitting Services for 4LEAF, Inc. is for an amount not to exceed \$150,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the proposed Task Order No. 4, Task Order No. 5, and Task Order No. 6 for 4LEAF, Inc. will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the cost of Task Order No. 4 for Plan Review Services for BPR Consulting Group LLC is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal years of 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 5 for Building Inspection Services for BPR Consulting Group LLC is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 6 for Permitting Services for BPR Consulting Group LLC is for an amount not to exceed \$150,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the proposed Task Order No. 4, Task Order No. 5, and Task Order No. 6 for BPR Consulting Group LLC will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the cost of Task Order No. 4 for Plan Review Services for TRB and Associates, Inc. is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal years of 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 5 for Building Inspection Services for TRB and Associates, Inc. is for an amount not to exceed \$300,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the cost of Task Order No. 6 for Permitting Services for TRB and Associates, Inc. is for an amount not to exceed \$150,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 2025-26 and 2026-27 budgets; and

WHEREAS, the proposed Task Order No. 4, Task Order No. 5, and Task Order No. 6 for TRB and Associates, Inc. will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received; and

WHEREAS, the City reserves the right to assign projects as deemed appropriate, and no one professional consulting agency is guaranteed a minimum quantity of assigned work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve amendments to the three (3) master professional consulting service agreements with 4LEAF, Inc., BPR Consulting Group LLC, and TRB and Associates, Inc. to extend the Term End Date of each contract to September 1, 2027, and approves three (3) task orders for each to provide plan review services, building inspection services, and permitting services to the Building Department. The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

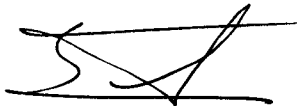
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**AMENDMENT TO
MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT
BETWEEN THE CITY OF LATHROP AND 4LEAF, INC.**

**TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION
SERVICES AND PERMITTING SERVICES TO THE BUILDING
DEPARTMENT**

This Contract Amendment ("AMENDMENT") to the agreement between 4LEAF, Inc. and the City of Lathrop dated August 12, 2024 ("AGREEMENT"), dated for convenience this **11th day of August, 2025**, is by and between **4LEAF, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected 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.

WHEREAS, additional Professional Services are needed to provide services for the Building Department ; and

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT TO MASTER AGREEMENT

(1) Section (3) of the AGREEMENT for Professional Consulting Services is hereby amended as follows:

(3) "Effective Date and Term

The effective date of this Agreement is **August 12, 2024**, and it shall terminate no later than **September 1, 2025**, unless extension to this contract is requested by CITY and approved by City Council. **September 1, 2027.**"

(2) Effective Date and Term

The effective date of AMENDMENT is August 11, 2025. All other unmodified terms of the original AGREEMENT shall remain in full force and effect.

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND 4LEAF, INC. TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

(3) Applicability to Original Master Agreement

All terms and conditions set forth in the AGREEMENT dated August 12, 2024, are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

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

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND 4LEAF, INC. TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 7.31.2025

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No. ____:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

4LEAF, Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Phone: 916-965-0010

Fed ID # 94-3393574
Business License # 20088

Signature Date

Print Name and Title

CITY OF LATHROP**TASK ORDER NO. 4****PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.****TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 4 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 4 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 4; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT**(1) Incorporation Of Master Agreement**

This Task Order No. 4 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Plan Review Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in

CITY OF LATHROP – TASK ORDER NO. 4 WITH 4LEAF, INC. TO PROVIDE PLAN REVIEW SERVICES

accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 4** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$300,000** for Plan Review Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

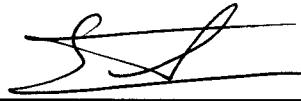
(6) Signatures

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

CITY OF LATHROP – TASK ORDER NO. 4 WITH 4LEAF, INC. TO PROVIDE PLAN REVIEW SERVICES

Approved as to Form:

City of Lathrop
City Attorney



8.5.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF, Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

(Print Name and title)

EXHIBIT A



FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: \$111 Non-Structural Review \$141 Structural Review Plumbing/Mechanical/Electrical Only: 40% of City Fee Hourly: \$111 Non-Structural Review Structural Only Plan Checks: 40% of City Fee Hourly: \$141 Structural Review	Fee includes: ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$180/hour
Structural Plan Review Engineer	\$141/hour
Non-Structural Plans Examiner	\$111/hour
Certified Access Specialist (CASp) Inspector	\$175/hour
Certified Access Specialist (CASp) Plans Examiner	\$175/hour
Senior Combination Building Inspector (Building Inspector III)	\$138/hour
Commercial Building Inspector (Building Inspector II)	\$125/hour
Residential Building Inspector (Building Inspector I).....	\$112/hour
Permit Manager.....	\$85/hour
Senior Permit Technician.....	\$78/hour
Permit Technician	\$73/hour
Clerk/Administrator.....	\$68/hour
Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Inspector of Record (Including DSA/OSHDP).....	\$163/hour
GoFormz Software.....	\$50/user monthly

Code Enforcement

Code Enforcement Director.....	\$180/hour
Code Enforcement Manager	\$155/hour
Senior Code Enforcement Officer.....	\$124/hour
Code Enforcement Officer II.....	\$110/hour
Code Enforcement Officer I.....	\$101/hour

Fire

Fire Protection Engineer (FPE).....	\$205/hour
Fire Prevention Officer	\$180/hour
Fire Plans Examiner	\$165/hour



Fire Inspector II.....	\$185/hour
Fire Inspector I.....	\$175/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2024-2025 contract period. There will be a 3% escalation for FY2025-2026, FY2026-2027.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization from the Chief Building Official or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

TASK ORDER NO. 5

**PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.**

**TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 5 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 5 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 5; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 5 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these

CITY OF LATHROP – TASK ORDER NO. 5 WITH 4LEAF, INC. TO PROVIDE BUILDING INSPECTION SERVICES

services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 5** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$300,000** for Building Inspection Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

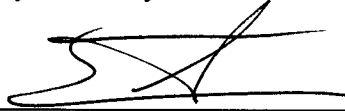
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 5 WITH 4LEAF, INC. TO PROVIDE
BUILDING INSPECTION SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8.5.2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF, Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

(Print Name and title)

EXHIBIT A



4LEAF, INC.

CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee (Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks) Hourly: \$111 Non-Structural Review \$141 Structural Review Plumbing/Mechanical/Electrical Only: 40% of City Fee Hourly: \$111 Non-Structural Review Structural Only Plan Checks: 40% of City Fee Hourly: \$141 Structural Review	Fee includes: ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$180/hour
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Non-Structural Plans Examiner	\$111/hour
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Certified Access Specialist (CAsp) Plans Examiner	\$175/hour
Senior Combination Building Inspector (Building Inspector III)	\$138/hour
Commercial Building Inspector (Building Inspector II)	\$125/hour
Residential Building Inspector (Building Inspector I)	\$112/hour
Permit Manager	\$85/hour
Senior Permit Technician	\$78/hour
Permit Technician	\$73/hour
Clerk/Administrator	\$68/hour
Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Inspector of Record (Including DSA/OSHPD)	\$163/hour
GoFormz Software	\$50/user monthly

Code Enforcement

Code Enforcement Director	\$180/hour
Code Enforcement Manager	\$155/hour
Senior Code Enforcement Officer	\$124/hour
Code Enforcement Officer II	\$110/hour
Code Enforcement Officer I	\$101/hour

Fire

Fire Protection Engineer (FPE)	\$205/hour
Fire Prevention Officer	\$180/hour
Fire Plans Examiner	\$165/hour



Fire Inspector II.....\$185/hour

Fire Inspector I.....\$175/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
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- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

TASK ORDER NO. 6

**PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH 4LEAF, INC.**

**TO PROVIDE PERMITTING SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 6 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 6 with CONSULTANT for Permitting Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 6; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 6 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Permitting Staff Services in accordance with the scope of work and fee proposal provided in Exhibit "A" to this Task Order. CONSULTANT agrees to diligently perform these services in

CITY OF LATHROP – TASK ORDER NO. 6 WITH 4LEAF, INC. TO PROVIDE PERMITTING SERVICES

accordance with the upmost standards of its profession and to CITY'S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 6** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$150,000** for Permitting Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

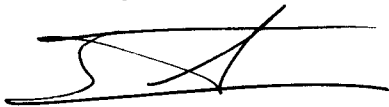
(6) Signatures

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

CITY OF LATHROP – TASK ORDER NO. 6 WITH 4LEAF, INC. TO PROVIDE PERMITTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 8.5.2025
Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Approved by:
(Reso # _____)

Michael King Date

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

4LEAF Inc.
8896 N. Winding Way
Fair Oaks, CA 95628
Fed ID # 94-3393574
Bus License # 20088

Signature Date

(Print Name and title)

EXHIBIT A



4LEAF, INC.

CONSTRUCTION MANAGEMENT · PLAN CHECK
INSPECTION · PLANNING · CODE ENFORCEMENT

FY2024-2025 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
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Code Enforcement Director	\$180/hour
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Fire Protection Engineer (FPE)	\$205/hour
Fire Prevention Officer	\$180/hour
Fire Plans Examiner	\$165/hour



Fire Inspector II.....	\$185/hour
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BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

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- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
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- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
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- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

**AMENDMENT TO
MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT
BETWEEN THE CITY OF LATHROP AND BPR CONSULTING GROUP
LLC**

**TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION
SERVICES AND PERMITTING SERVICES TO THE BUILDING
DEPARTMENT**

This Contract Amendment ("AMENDMENT") to the agreement between 4LEAF, Inc. and the City of Lathrop dated August 12, 2024 ("AGREEMENT"), dated for convenience this **11th day of August, 2025**, is by and between **BPR Consulting Group LLC** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected 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.

WHEREAS, additional Professional Services are needed to provide services for the Building Department ; and

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT TO MASTER AGREEMENT

(1) **Section (3) of the AGREEMENT for Professional Consulting Services is hereby amended as follows:**

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

The effective date of this Agreement is **August 12, 2024**, and it shall terminate no later than **September 1, 2025**, ~~unless extension to this contract is requested by CITY and approved by City Council.~~
September 1, 2027."

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND BPR CONSULTING GROUP LLC TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

(2) Effective Date and Term

The effective date of AMENDMENT is August 11, 2025. All other unmodified terms of the original AGREEMENT shall remain in full force and effect.

(3) Applicability to Original Master Agreement

All terms and conditions set forth in the AGREEMENT dated August 12, 2024, are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

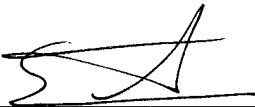
(4) Signatures

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

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND BPR CONSULTING GROUP LLC TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-31-2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
Resolution No. ____:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

BPR Consulting Group LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Phone: 916-204-3178

Fed ID # 87-15149836
Business License # 01-2024

Signature

Date

Print Name and Title

CITY OF LATHROP

Attachment 6

TASK ORDER NO. 4

**PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING
GROUP LLC**

**TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 4 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **BPR Consulting Group LLC** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 4 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 4; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 4 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Plan Review Services in accordance

**CITY OF LATHROP – TASK ORDER NO. 4 WITH BPR CONSULTING GROUP LLC
TO PROVIDE PLAN REVIEW SERVICES**

with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 4** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$300,000** for Plan Review Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

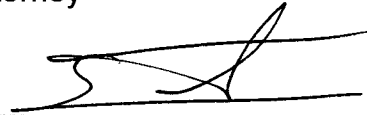
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 4 WITH BPR CONSULTING GROUP LLC
TO PROVIDE PLAN REVIEW SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8.5.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

BPR Consulting Group LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Fed ID # 87-15149836
Bus License # 01-2024

Signature

Date

(Print Name and title)

EXHIBIT A

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE**, will act as the responsible contact for all communications between the City and BPR with respect to plan review services.
- BPR will review construction plans and documents for compliance with the most recently adopted state and local codes and city ordinances.
- All plan review services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign such plans.
- BPR will be available on normal business days to respond to inquiries from the City regarding project statuses and code-related questions.
- BPR will prepare a Monthly Project Status Report which will be provided to the City via email on the last business day of each month noting all submittals and outstanding balances on billed reviews.
- BPR will provide accurate tracking and maintenance of plan review submittals and billing.
- BPR will provide a means of providing the City with a well-organized process to provide and track Plan Review Construction Documents, Comments, Approval Letters, and Invoices.
- BPR will provide and maintain a Project Website which will be utilized as the central hub for Plan Review tracking. The City will be given access to this website to view and download documents and invoices. Plan Review Statuses will be reflected on this Project Website, in addition to email communication to the City to notify of new actions. Project Website will include an organized view of all submissions, sorted by Year and/or Project and Permit Number. Each Permit Listing shall specify associated Permit Number, Site Address, Contact Info, Plan Check Version Number, Submitted Documents, Approval Documents as well as Billing Info and Invoices.
- BPR will conform to the City of Lathrop's expected turnaround times for Plan Review Submittals as noted in the LOA provided by the City for each project.
- BPR will confirm submittals are received and routed to all applicable disciplines for review.
- When plan reviews are returned with corrections, BPR will consolidate all comments from each applicable discipline into a concise correction letter in PDF format. This Correction Letter will utilize permit specific indicators such as Permit Number, Site Address, Project Description, and Applicant info. Corrections identified by the BPR Plan Reviewers will include Code Citations and Sheet Numbers of items that need attention. Correction letters will also include email addresses and desk phone numbers for each plans examiner.

- BPR will conform to the City's Permitting System and processes for transmittals of plans, comments, and approval letters.
- BPR will not accept submittals, resubmittals or revisions directly from the Applicant, only through the City.
- When all Plan Review Comments are satisfied, BPR will electronically stamp all Final Documents and Plans with a Confirmation of Review for Code Compliance. These Stamps will be applied to all Plans, Calculations and Specifications.
- BPR will create an Approval Letter and attach it to the Final Package, recommending project approval. BPR will provide a Final Plan Review Invoice which will be attached to this Final Package.
- BPR will not send Approval Documents or Notifications directly to project Applicants.

INSPECTION SERVICES

- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE**, will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	\$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

* Based on experience and qualifications

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses:** Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP

TASK ORDER NO. 5

**PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING
GROUP LLC**

**TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 5 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **BPR Consulting Group LLC** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 5 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 5; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 5 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in

**CITY OF LATHROP – TASK ORDER NO. 5 WITH BPR CONSULTING GROUP LLC
TO PROVIDE BUILDING INSPECTION SERVICES**

accordance with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 5** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$300,000** for Building Inspection Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

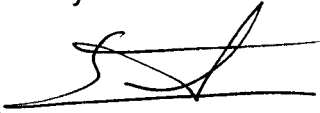
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 5 WITH BPR CONSULTING GROUP LLC
TO PROVIDE BUILDING INSPECTION SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8-5-2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

BPR Consulting Group LLC
2130 Professional Dr., Suite 150
Roseville, CA 95661
Fed ID # 87-15149836
Bus License # 01-2024

Signature

Date

(Print Name and title)

EXHIBIT A

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

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INSPECTION SERVICES

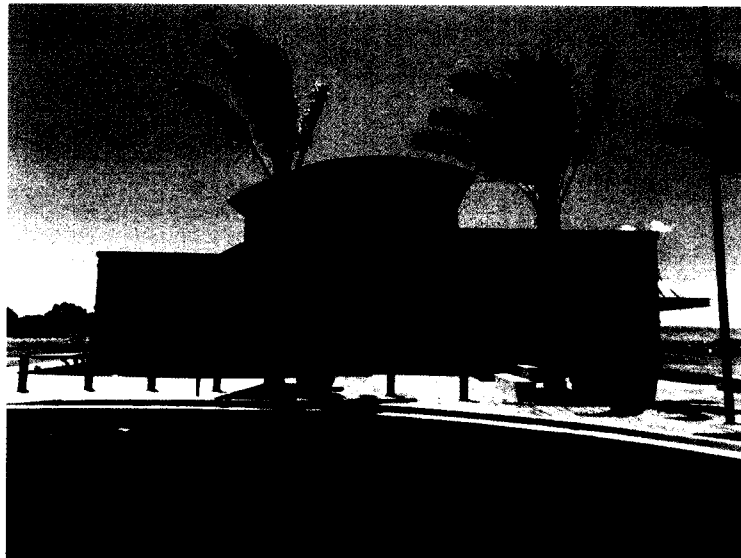
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INVOICING

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SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	\$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

* Based on experience and qualifications

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses:** Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

CITY OF LATHROP**TASK ORDER NO. 6****PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH BPR CONSULTING
GROUP LLC****TO PROVIDE PERMITTING SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 6 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **BPR Consulting Group LLC**. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 6 with CONSULTANT for Permitting Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 6; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT**(1) Incorporation Of Master Agreement**

This Task Order No. 6 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Permitting Staff Services in accordance

CITY OF LATHROP – TASK ORDER NO. 6 WITH BPR CONSULTING GROUP LLC TO PROVIDE PERMITTING SERVICES

with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 6** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$150,000** for Permitting Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) **Notice to Proceed**

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

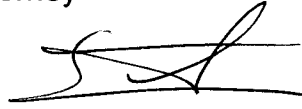
(6) **Signatures**

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

**CITY OF LATHROP – TASK ORDER NO. 6 WITH BPR CONSULTING GROUP LLC
TO PROVIDE PERMITTING SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8.5.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
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Stephen J. Salvatore
City Manager

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CONSULTANT:

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2130 Professional Dr., Suite 150
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Signature

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(Print Name and title)

EXHIBIT A

SCOPE OF WORK

Based on the information provided in the RFP, BPR is prepared to provide the following services in support of the City of Lathrop:

PLAN REVIEW SERVICES

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INSPECTION SERVICES

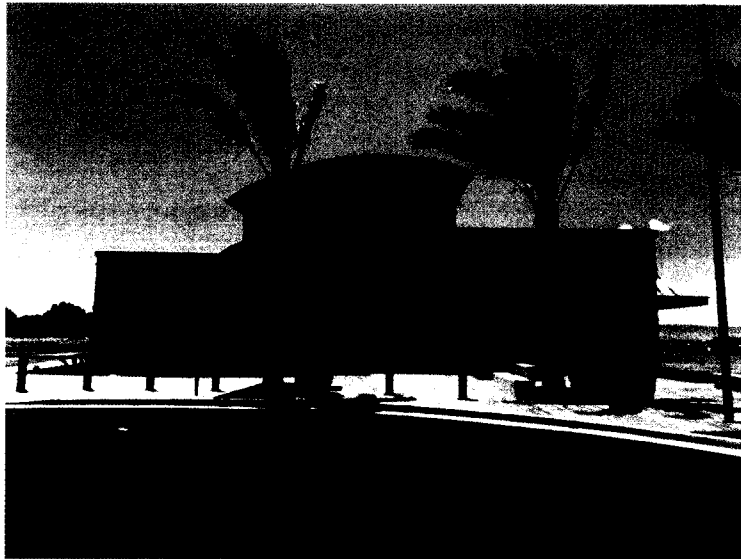
- BPR's proposed Project Manager/Plan Review Manager, **Roger Peterson, SE**, will act as the responsible contact for all communications between the City and BPR with respect to inspection services.
- As needed, BPR will assign personnel who are professionally qualified and certified to perform in-person field inspections and shall receive task guidance from the Chief Building Official when assigned to the City.
- BPR building inspectors will possess one (1) or more ICC Inspection Certifications as well as the ability to read construction plans.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as needed.
- BPR will provide its inspectors with all materials, resources, tools and training necessary to perform the requested inspections.
- BPR Inspections and corrections will conform to the latest adopted ICC and CA Building Codes.
- BPR will be responsible for, but not limited to, inspecting buildings and structures for which building permits have been issued, compliance with the Approved Plans and applicable Codes and Ordinances, issuance of stop-work and correction notices or notices of violation when violations of referenced codes and regulations occur, and inputting daily inspection results and information into the City's permitting system.
- BPR inspectors will work with Building Department Staff to obtain daily run sheets, directions, contact information, and inspection results, among other inquiries.

BUILDING DEPARTMENT STAFF SERVICES

- As needed, BPR will assign personnel who are professionally qualified and certified to process Building Permits and complete Building Department projects for the City. BPR permitting personnel will receive task guidance from the Chief Building Official when assigned to the City.
- BPR will provide short-term staffing, long-term staffing, and/or emergency staffing as requested by the City.
- BPR will provide its permitting staff with all materials, resources, tools and training necessary to perform the requested tasks.
- BPR permitting staff will work alongside the City's Building Department Staff and will be responsible for, but not limited to, in-take and routing of permit applications and plans, department phone calls and emails, assisting with customers over the counter and electronically, filing permit files, updating permit records, issuing permits, and any other projects assigned at contract.

INVOICING

- BPR will provide Monthly Billing Statements to the City for any balances accrued during the month, as well as specifications of completed projects and projects in review. Each Invoice on the Billing Statement will show a "Date Sent" to indicate when Invoices were sent to the City.
- BPR will generate and send accurate invoices to the City for the cost of Plan Review Services on a project basis, outlined in each Letter of Authorization sent to BPR for each project submittal.



SECTION F

RATES

FIXED FEE PLAN REVIEW SERVICES	
Initial Plan Review and Two Back Check Reviews	68% Plan Review Fees Collected by the City
Plan Review Beyond the Third Review	As Per Hourly Rates Below
Expedited Plan Review	150% of the standard rate
Revisions / Deferred Submittals	As Per Hourly Rates Below
Inspection Services	As Per Hourly Rates Below
Permit Technician / Administrative Services	As Per Hourly Rates Below
SCHEDULE OF HOURLY BILLING RATES	
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	\$145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	130
ICC Certified Inspector	95 to 115*
Fire Protection Engineer	145
ICC Fire Plans Examiner	120
ICC Fire Inspector	115
Permit Technician	70 to 80*
Permit Technician Trainee/ Building Department Support Staff	55

* Based on experience and qualifications

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Overtime:** Inspection services and other hourly services provided within City offices in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Mileage Expenses:** Mileage utilized while performing inspection services will be charged at the current Internal Revenue Service (IRS) vehicle mileage rates plus 20%.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call plan review, inspection, permit technician and support services provided within City offices.
- **Cost Escalation:** On each anniversary of the contract start date, BPR will increase hourly rates based on the change of the non-seasonally adjusted CPI for the applicable region, not to exceed 3% per year.
- **Hourly Rates:** All hourly rates include salaries, benefits, workers compensation insurance and miscellaneous office expenses.

**AMENDMENT TO
MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT
BETWEEN THE CITY OF LATHROP AND TRB AND ASSOCIATES,
INC.**

**TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION
SERVICES AND PERMITTING SERVICES TO THE BUILDING
DEPARTMENT**

This Contract Amendment ("AMENDMENT") to the agreement between 4LEAF, Inc. and the City of Lathrop dated August 12, 2024 ("AGREEMENT"), dated for convenience this **11th day of August, 2025**, is by and between **TRB and Associates, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected 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.

WHEREAS, additional Professional Services are needed to provide services for the Building Department ; and

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT TO MASTER AGREEMENT

(1) **Section (3) of the AGREEMENT for Professional Consulting Services is hereby amended as follows:**

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

The effective date of this Agreement is **August 12, 2024**, and it shall terminate no later than **September 1, 2025**, unless extension to this contract is requested by CITY and approved by City Council. **September 1, 2027.**"

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND TRB AND ASSOCIATES, INC. TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

(2) Effective Date and Term

The effective date of AMENDMENT is August 11, 2025. All other unmodified terms of the original AGREEMENT shall remain in full force and effect.

(3) Applicability to Original Master Agreement

All terms and conditions set forth in the AGREEMENT dated August 12, 2024, are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

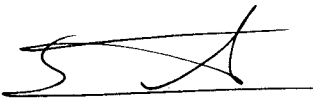
(4) Signatures

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

CITY OF LATHROP – AMENDMENT TO MASTER PROFESSIONAL CONSULTING SERVICE AGREEMENT BETWEEN THE CITY OF LATHROP AND TRB AND ASSOCIATES, INC. TO PROVIDE PLAN REVIEW SERVICES, BUILDING INSPECTION SERVICES AND PERMITTING SERVICES TO THE BUILDING DEPARTMENT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 7-31-2025 Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No. ____:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Phone: 925-866-2633

Fed ID # 20-5865052
Business License # 03-2024

Signature Date

Print Name and Title

CITY OF LATHROP**TASK ORDER NO. 4****PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND
ASSOCIATES, INC.****TO PROVIDE PLAN REVIEW SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 4 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **TRB and Associates, Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement (“AGREEMENT”) with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department (“AMENDMENT”). The City Council authorized the execution of the AMENDMENT and this Task Order No. 4 with CONSULTANT for Plan Review Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Plan Review Services, which are required by this Task Order No. 4; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Plan Review Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT**(1) Incorporation Of Master Agreement**

This Task Order No. 4 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Plan Review Services in accordance

CITY OF LATHROP – TASK ORDER NO. 4 WITH TRB AND ASSOCIATES, INC. TO PROVIDE PLAN REVIEW SERVICES

with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 4** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$300,000** for Plan Review Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

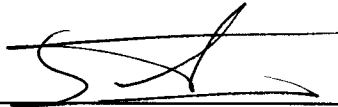
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 4 WITH TRB AND ASSOCIATES, INC. TO
PROVIDE PLAN REVIEW SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8.5.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # 20-5865052
Bus License # 03-2024

Signature

Date

(Print Name and title)

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles – the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum \$250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Principal / Director	\$185.00
Project Manager	\$165.00
Assistant Project Manager	\$150.00
Building Official	\$165.00
Assistant Building Official	\$150.00
Analyst	\$100.00
Supervising Plan Review Engineer / Architect	\$150.00
Senior Plan Review Engineer / Architect	\$140.00
Senior Plans Examiner (Building & Fire)	\$135.00
Plan Review Engineer/Architect	\$130.00
Plans Examiner (Building & Fire)	\$125.00
Engineering Technician	\$ 95.00
Permit Technician	\$ 70.00 - 90.00
Clerical/Admin	\$ 60.00
Geotechnical Engineer	\$215.00
Fire Protection Engineer	\$205.00
CASp Certified Inspector/Examiner	\$140.00
Grading/Storm Water Plan Review Engineer	\$195.00
QSP Storm Water Inspector	\$185.00
Inspector of Record	\$145.00 - 165.00
Supervising Inspector	\$140.00
Senior Inspector	\$115.00 - 135.00
Inspector	\$ 95.00 - 110.00
Intern Inspector	\$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2026, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

CITY OF LATHROP

Attachment **L**

TASK ORDER NO. 5

**PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND
ASSOCIATES, INC.**

**TO PROVIDE BUILDING INSPECTION SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 5 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **TRB and Associates, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 5 with CONSULTANT for Building Inspection Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 5; and

WHEREAS, CITY selected CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order No. 5 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in

CITY OF LATHROP – TASK ORDER NO. 5 WITH TRB AND ASSOCIATES, INC. TO PROVIDE BUILDING INSPECTION SERVICES

accordance with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 5** is **August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$300,000** for Building Inspection Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

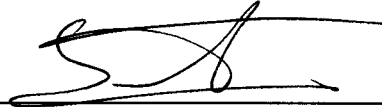
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 5 WITH TRB AND ASSOCIATES, INC. TO
PROVIDE BUILDING INSPECTION SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8.5.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # 20-5865052
Bus License # 03-2024

Signature

Date

(Print Name and title)

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CAsp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles — the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum \$250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
Expedited Reviews	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent	Standard fee plus an additional 50 percent

* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
Principal / Director	\$185.00
Project Manager	\$165.00
Assistant Project Manager	\$150.00
Building Official	\$165.00
Assistant Building Official	\$150.00
Analyst	\$100.00
Supervising Plan Review Engineer / Architect	\$150.00
Senior Plan Review Engineer / Architect	\$140.00
Senior Plans Examiner (Building & Fire)	\$135.00
Plan Review Engineer/Architect	\$130.00
Plans Examiner (Building & Fire)	\$125.00
Engineering Technician	\$ 95.00
Permit Technician	\$ 70.00 - 90.00
Clerical/Admin	\$ 60.00
Geotechnical Engineer	\$215.00
Fire Protection Engineer	\$205.00
CASp Certified Inspector/Examiner	\$140.00
Grading/Storm Water Plan Review Engineer	\$195.00
QSP Storm Water Inspector	\$185.00
Inspector of Record	\$145.00 - 165.00
Supervising Inspector	\$140.00
Senior Inspector	\$115.00 - 135.00
Inspector	\$ 95.00 - 110.00
Intern Inspector	\$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2026, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

CITY OF LATHROP**TASK ORDER NO. 6****PURSUANT TO MASTER PROFESSIONAL CONSULTING SERVICE
AGREEMENT DATED AUGUST 12, 2024 WITH TRB AND
ASSOCIATES, INC.****TO PROVIDE PERMITTING SERVICES FOR THE BUILDING
DEPARTMENT**

THIS TASK ORDER NO. 6 dated for convenience this **11th day of August 2025** is by and made and entered into by and between **TRB and Associates, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 12, 2024, CONSULTANT entered into a Master Professional Consulting Service Agreement ("AGREEMENT") with the CITY, and parties approved an extension of the Term End Date to September 1, 2027 pursuant to an amendment dated August 11, 2025, by which the CONSULTANT has agreed to perform Professional Services for the Building Department ("AMENDMENT"). The City Council authorized the execution of the AMENDMENT and this Task Order No. 6 with CONSULTANT for Permitting Services, pursuant to Resolution No. 25-____; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Permitting Staff Services, which are required by this Task Order No. 6; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Permitting Staff Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AGREEMENT**(1) Incorporation Of Master Agreement**

This Task Order No. 6 hereby incorporates by reference all terms and conditions set forth in the AGREEMENT for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Permitting Staff Services in accordance

CITY OF LATHROP – TASK ORDER NO. 6 WITH TRB AND ASSOCIATES, INC. TO PROVIDE PERMITTING SERVICES

with the scope of work and fee proposal provided in Exhibit “A” to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(3) Effective Date and Term

The effective date of this **Task Order No. 6 is August 11, 2025**, and it shall terminate no later than **September 1, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$150,000** for Permitting Services. 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 in the AGREEMENT Dated August 12, 2024.

(5) Notice to Proceed

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

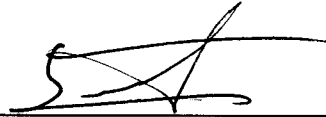
(6) Signatures

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

**CITY OF LATHROP – TASK ORDER NO. 6 WITH TRB AND ASSOCIATES, INC. TO
PROVIDE PERMITTING SERVICES**

Approved as to Form:

City of Lathrop
City Attorney



8-5-2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

TRB and Associates, Inc.
3180 Crow Canyon Pl., Suite 216
San Ramon, CA 94583
Fed ID # 20-5865052
Bus License # 03-2024

Signature

Date

(Print Name and title)

Fee Schedule

TRB and Associates offers the following fixed-fee and hourly rate schedules for services provided. Professional staffing services such as Building Official, Building Inspection, Permit Technician, Code Enforcement and Other services (e.g. CASp consulting), would be provided on an hourly basis at rates shown in the following Schedule of Hourly Rates and Reimbursables. Please note that Building Plan Review services may be rendered on either a fixed fee or hourly rate basis, as noted below.

Plan Review Services

Our plan review fees are calculated as a percentage of the total Plan Review Fee collected by the City, at the rates noted in the schedule below. The fee compensation shown covers three total plan review cycles — the initial plan review and two rechecks. Any further review cycles which become necessary and reviews of revisions to approved plans would be billed based upon a negotiated hourly rate. Please note that the turnaround timeframe for providing expedited plan reviews would be negotiated/mutually agreed upon prior to commencement of the review. Please also note that all plan reviews performed on a fixed fee basis are subject to a minimum \$250 fee.

Turnaround Timeframe	Structural Only Review	M/E/P Only Review	Complete Review (Structural, Life Safety/Disabled Access, M/E/P, Green, Energy)
Standard Reviews	45%	45%	65%
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* Note: For other review scope combinations not specifically identified in the above table (e.g. Electrical Only, Mechanical/Plumbing Only, etc.), the fee compensation would be on an hourly basis, or as otherwise mutually agreed upon.

Please note that the pickup, shipment, and delivery of hardcopy and/or electronic plan documents and other relevant correspondence to the City is included in the above-noted cost.

Schedule of Hourly Rates and Reimbursables

The following billing rates apply for services rendered on an hourly basis:

<u>Position</u>	<u>Hourly Rate</u>
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Analyst	\$100.00
Supervising Plan Review Engineer / Architect	\$150.00
Senior Plan Review Engineer / Architect	\$140.00
Senior Plans Examiner (Building & Fire)	\$135.00
Plan Review Engineer/Architect	\$130.00
Plans Examiner (Building & Fire)	\$125.00
Engineering Technician	\$ 95.00
Permit Technician	\$ 70.00 - 90.00
Clerical/Admin	\$ 60.00
Geotechnical Engineer	\$215.00
Fire Protection Engineer	\$205.00
CASp Certified Inspector/Examiner	\$140.00
Grading/Storm Water Plan Review Engineer	\$195.00
QSP Storm Water Inspector	\$185.00
Inspector of Record	\$145.00 - 165.00
Supervising Inspector	\$140.00
Senior Inspector	\$115.00 - 135.00
Inspector	\$ 95.00 - 110.00
Intern Inspector	\$ 75.00

- Overtime, Emergency, Expedited, and After-hours work is billed at the above-noted rates plus an additional 50 percent (Note that no overtime will be charged without client authorization)
- Project inspections subject to prevailing wage requirements are at the above-published rates plus 30 percent.
- All requested inspection and other staff-augmentation services are subject to a minimum 4-hour fee.
- Reimbursement for direct expenses, incurred in connection with the work, will be at cost plus 15 percent.
- Reimbursement for non-City vehicles used in connection with the work will be at the current IRS rate plus 20 percent per mile.
- Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

The above Schedule is valid through June 30 2026, and may be adjusted thereafter to account for CPI changes, as mutually agreed upon.

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE A CONSTRUCTION CONTRACT WITH NORGEO ENGINEERING, INC. FOR CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Approve a Construction Contract with Norgo Engineering, Inc. for Christopher Way Pipeline Maintenance and Approve Budget Amendment**

SUMMARY:

A portion of Christopher Way will soon undergo pavement maintenance to preserve the road's structural section. This street also contains a recycled water pipeline that staff desires to preserve for potential future use; therefore, a project was created to address the needed maintenance and modifications to the pipeline (Project) before the road pavement maintenance is performed.

The plans and specifications for the construction of the Project were informally advertised for bid on July 9, 2025 pursuant to California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30. Public Works received and opened three (3) bids on July 31, 2025. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Norgo Engineering, Inc. (Norgo) with a base bid of \$140,650.

Staff request City Council approve a construction contract with Norgo for the construction of the Project in the amount of \$140,650. Staff also request City Council authorize a 25% construction contingency of \$35,160 for a total construction budget not to exceed \$175,810 and authorize staff to spend the contingency as necessary to achieve the goals of the Project.

Sufficient funds were not allocated in the adopted Fiscal Year 2025-26 budget to approve the construction contract; therefore, a budget amendment of \$200,000 is requested to have sufficient funds to complete the Project.

BACKGROUND:

Christopher Way is in need of maintenance to prevent surface cracking from compromising this road's structural integrity. A separate construction contract for the maintenance of this road is presented to Council for approval at tonight's August 11, 2025 regular meeting.

AUGUST 11 , 2025 CITY COUNCIL REGULAR MEETING**APPROVE A CONSTRUCTION CONTRACT WITH NORGEO ENGINEERING, INC. FOR CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET AMENDMENT**

Before maintenance work is performed on the Christopher Way pavement, the underground pipeline maintenance contemplated by the Project should be completed to prevent cutting and trenching through the new pavement.

The Project's scope of work includes the closed-circuit television (CCTV) evaluation and indicated repairs to a 1,600 foot segment of 20 inch recycled water pipe under Christopher Way, between D'Arcy Parkway and Tesla Drive. Anticipated modifications include the termination of at least two existing laterals and extension of the western end of the pipe segment out of the road prism of Christopher Way, which would enable future use of the pipe without cutting into the pavement. Potential modifications include repairs to any leaks and termination of any additional laterals discovered as a function of the CCTV evaluation. Due to potential additional costs for repairs and modifications that can be discovered only after contract execution and CCTV evaluation, staff requests a 25% construction contingency.

Black Water Consulting Engineers, Inc. prepared the plans, and staff prepared the technical specifications for the Project. Staff solicited bids for construction of the Project on July 9, 2025 pursuant to CA PCC 22034 and LMC 3.30. Three (3) bids were received and opened by Public Works on July 31, 2025, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results- Christopher Way Pipeline Maintenance

Contractor	Base Bid
Norgo Engineering, Inc.	\$140,650
United Pavement Maintenance, Inc.	\$176,070
TBS Contractors	\$190,404

Staff reviewed and evaluated the bids, and determined that the lowest responsible bidder is Norgo, with a base bid of \$140,650. Staff request City Council adopt a resolution approving a construction contract with Norgo for \$140,650 for the construction of the Project.

Staff also request City Council authorize a 25% construction contingency of \$35,160, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$175,810.

Staff further request City Council approve a budget amendment as detailed in the Fiscal Impact section of this report.

REASON FOR RECOMMENDATION:

The proposed maintenance will preserve for potential future use a 1,600' length of 20" recycled water pipe that would cost approximately \$480,000 to replace.

AUGUST 11 , 2025 CITY COUNCIL REGULAR MEETING**APPROVE A CONSTRUCTION CONTRACT WITH NORGO ENGINEERING, INC. FOR CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET AMENDMENT****FISCAL IMPACT:**

The proposed construction contract with Norgo is for \$140,650. A 25% construction contingency is requested in the amount of \$35,160 for a total cost not to exceed \$175,810.

Sufficient funds were not allocated in the adopted FY 2025/26 budget to the Project to award the construction contract; therefore, a budget amendment of \$200,000 is requested as detailed below:

Fund	Increase Appropriation	FY 2025-26
CTF-MBR Sewer Fund	6080-50-34-420-75-00	\$200,000

ATTACHMENTS:

- A. Resolution Approving a Construction Contract with Norgo Engineering, Inc. for Christopher Way Pipeline Maintenance
- B. Construction Contract with Norgo Engineering, Inc. for Christopher Way Pipeline Maintenance

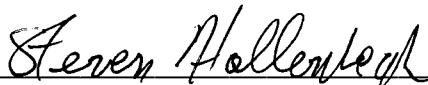
CITY MANAGER'S REPORT

PAGE 4

AUGUST 11 , 2025 CITY COUNCIL REGULAR MEETING

**APPROVE A CONSTRUCTION CONTRACT WITH NORGEO ENGINEERING, INC.
FOR CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET
AMENDMENT**

APPROVALS:



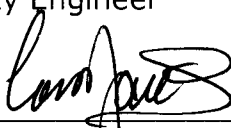
Steven Hollenbeak
Assistant Engineer

8.5.25
Date



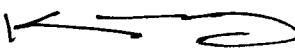
Brad Taylor
City Engineer

8/5/2025
Date



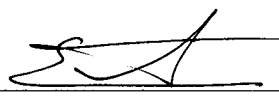
Cari James
Director of Finance

8/6/2025
Date



Michael King
Assistant City Manager

8.5.2025
Date



Salvador Navarrete
City Attorney

8-4-2025
Date



Stephen J. Salvatore
City Manager

8.6.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A CONSTRUCTION CONTRACT WITH NORGO ENGINEERING, INC. FOR CHRISTOPHER WAY PIPELINE MAINTENANCE AND APPROVE BUDGET AMENDMENT

WHEREAS, Christopher Way is in need of pavement maintenance to prevent surface cracking from compromising the road's structural integrity; and

WHEREAS, a construction contract for the pavement maintenance of the road was presented to City Council for approval at its August 11, 2025 regular meeting; and

WHEREAS, a 20-inch recycled water pipeline not currently in use sits within the Christopher Way road prism, and staff desires to preserve this segment of pipeline for potential future use, which requires extending and terminating the western end of the pipe outside of the road prism of Christopher Way (Project); and

WHEREAS, the pipeline maintenance work should be performed before the pavement maintenance work to allow future access to the pipeline ends without cutting and trenching through the new pavement; and

WHEREAS, on July 9, 2025, the City informally solicited bids for the Project pursuant to PCC 22034 and LMC 3.30; and

WHEREAS, a total of three (3) bids were received and opened by Public Works on July 31, 2025; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Norgo Engineering, Inc. (Norgo) with a base bid of \$140,650; and

WHEREAS, staff request City Council approve a construction contract with Norgo in the amount of \$140,650 for the Project; and

WHEREAS, staff also request Council authorize a 25% construction contingency in the amount of \$35,160, for a total construction budget of \$175,810 and authorize staff to spend the contingency as necessary to achieve the goals of the Project; and

WHEREAS, sufficient funds were not allocated in the adopted Fiscal Year (FY) 2025/26 budget for the construction of the Project, staff also request Council authorize a budget amendment as detailed below:

Fund	Increase Appropriation	FY 2025-26
CTF-MBR Sewer Fund	6080-50-34-420-75-00	\$200,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Norgo Engineering, Inc. for Christopher Way Pipeline Maintenance with a base bid of \$140,650; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 25% construction contingency of \$35,160, for a total construction budget of \$175,810 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment of \$200,000 as detailed above for the construction of the Project.

The foregoing resolution was passed and adopted this 11th day of August, 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

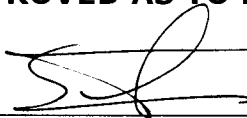
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONSTRUCTION CONTRACT

This Contract, dated August 11, 2025 is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **Norgo 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 Christopher Way Pipeline Maintenance (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the evaluation via CCTV of and potential repairs and short extensions to both ends of an existing, 1,600' length of 20" C905 recycled water line in Christopher Way between D'Arcy Parkway and Tesla Drive, minor asphalt and concrete restoration work and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 25 working days** following issuance of Notice to Proceed.

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

Base Bid Total: \$ 140,650

One Hundred Forty Thousand Six Hundred Fifty 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, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid

Documents submitted by Norgo Engineering, Inc. on July 31, 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 Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates 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;

SECTION 00500

**CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

- (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

SECTION 00500

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

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

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.

- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day

observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.

- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 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

SECTION 00500

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

SECTION 00500

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

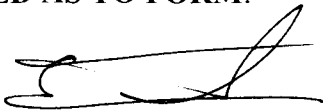
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Brad Taylor, City Engineer

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

EXHIBIT A

SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: Public Works Department

FOR: **CHRISTOPHER WAY PIPELINE MAINTENANCE**

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 total price of the bid. The City of Lathrop reserves the right to award only the work contemplated by the bid or none of the work.

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SECTION 00300

ATTACHMENT B

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

CHRISTOPHER WAY PIPELINE MAINTENANCE

REVISED BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Demobilization	1	LS	10,000	10,000
2	Bonds / Insurance	1	LS	6,000	6,000
3	Traffic Control	1	LS	4,000	4,000
4	Erosion and Sediment Control Plan (ESCP)	1	LS	1,500	1,500
5	Trench Safety Plan per CA Labor Code §6707	1	LS	1,000	1,000
6	Cut Out 5' Section of 20" C905 Pipe	2	EA	7,000	14,000
7	CCTV Inspection	1	LS	5,000	5,000
8	Supply and Install C905 Reducer 20" – 16"	1	EA	7,000	7,000
9	Supply and Install C905 16" 90 Elbow	1	EA	4,500	4,500
10	Supply and Install 16" C905 Pipe per City Std. Details R-48, R-49 and R-53	50	LF	600	30,000
11	Supply and Install 16" C905 Blind Flange / Cap	1	EA	5,000	5,000
12	Cut Out 5' Section of 12" C905 Pipe	3	EA	5,000	15,000
13	Supply and Install 12" Blind Flange / Cap on Existing Laterals	3	EA	4,000	12,000
14	Flushing and Pressure Testing	1	LS	10,000	10,000
15	Restore Each Street Excavation per City Standard Detail R-50 and R-53	4	EA	3,000	12,000
16	Remove / Replace PCC Curb & Gutter per City Std. Details R-4 and R-6	15	LF	110	1,650
17	Site Restoration Outside of Road Prism	1	EA	2,000	2,000
	TOTAL BID				\$ 140,650

TOTAL BID: \$ 140,650.00TOTAL BID IN WORDS: One hundred forty thousand six hundred fifty

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project 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:

Norgo Engineering 2525 Folsom Rd Spc 145
American Canyon, CA 94503

- (2) Bidder's office telephone number: (510) 932-5712

- (3) Bidder's email address: norgoengineering@yahoo.com

- (4) Bidder's Contractor's License # / Expiration Date / Classification:

1053116 / 11-30-2025 / A

- (5) Bidder's DIR Registration # / Expiration:

1000596245 / 06/30/27

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

Name: _____ Date of Inspection: _____

- (7) List 4 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Skyfarm Project	198,000	(650) 375-7515 Javad Ghaffari Town of Hillsborough
Stormdrain (Diablo)	340,000	Amir Adina (925) 671-5260 Pleasant Hill
Woodridge	240,000	Doug Belcik (650) 375-7444 Town of Hillsborough
80 Del Monte	98,000	Doug Belcik (650) 375-7444 Town of Hillsborough

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

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

Work to be Performed	Subcontractor Name	Subcontractor Address	California Contractor's License No.	DIR No.	Percent of Work
CCTV	Roy's Sewer service	P.O. Box 658 Cotati CA 94931	491815	1000025160	3.3 %

Note: Attach additional sheets if required.

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

1 2 _____

Respectfully submitted,

Dated July 31 / 2025

Norgo Engineering
Legal Name of Firm

Juan Noriega
Signature of Authorized Representative
(Seal)

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

California

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

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

Juan Noriega González CEO
2525 Florsden Rd Sps 145
American Canyon CA 94503

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SECTION 00300

**CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Norgo Engineering, Inc.

2525 Flosden Rd. Spc 145. American Canyon, CA 94503

as PRINCIPAL, and Western National Mutual Insurance Company

4700 West 77th Street. Edina, MN 55435-4818

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: **CHRISTOPHER WAY PIPELINE MAINTENANCE.**

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

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27 day
of Sept, 2025.

Juan Noriega (Seal)

Juan Noriega (Seal)

Address: 2525 Flaxden Rd Spc 145

American Canyon CA 94503

Eric Verkaar (Seal)

Eric Verkaar (Seal)

Address: 4700 West 77th Street

Edina, MN 55435-4818

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

00300-7

Acknowledgment in a Representative Capacity

State of OREGON

County of Douglas

This record was acknowledged before me on (date) JULY 22, 2025

by (name(s) of individual(s)) ERIC VERKOUTEREN as

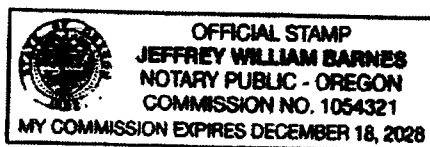
(type of authority) Attorney in Fact of (name of party on whose behalf

record was executed) WESTERN NATIONAL Mutual Insurance Company

Jeffrey W Barnes

Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 2 of a Bidder's Bond (title or type of document), dated JULY 22, 2025, consisting of 2 pages.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Eric Verkouteren, Kevin P. Harvey** **Gritty Insurance Services Inc. #10248**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



Jon R. Hebeisen, Secretary

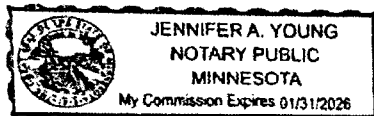




Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 22 day of July, 2025



Jennifer A. Young, Assistant Secretary



SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF California)
COUNTY OF Contra Costa) ss.

Juan Noriega, being first duly sworn, deposes and says that he or she is

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

Juan Noriega
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of CONTRA COSTA

State of CALIFORNIA

Subscribed and sworn to (or affirmed) before me

on this 30th day of July, 2025, by

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



Seal _____

Signature [Signature]



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ACKNOWLEDGMENT

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

State of California
County of CONTRA COSTA)

On JULY 30, 2025 before me, MARGARITA R. SERRANO, NOTARY PUBLIC
(insert name and title of the officer)

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

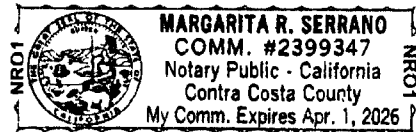
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Margarita's Financial Dynasty
3575 San Pablo Dam Road
El Sobrante, CA 94803
(510) 860-2856
ceomagiemfd@gmail.com

SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No X

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

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

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

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SECTION 00300

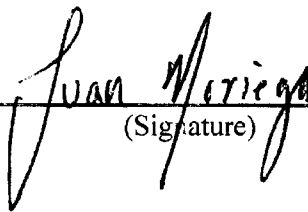
CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

AFFIRMATIVE ACTION PROGRAM CERTIFICATE

The Bidder hereby certifies that Bidder is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

BIDDER


(Signature)

07/23/2025

(Date)

Bidder's Name: Norgo Engineering

Address: 2525 Folsden Rd SpC145 American Canyon, CA 94503

(The above certification of the Bidder regarding its affirmative action program shall be filled out completely, signed, and submitted by each Bidder and shall be a part of the Contract Documents.)

SECTION 00300

**CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
SUBMIT WITH BID**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Norgo Engineering

DIR Registration Number: 1000596245

Bidder further acknowledges: _____

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Bidder's Signature: Juan Noriega

Bidder's Name and Title: Juan Noriega CEO

Firm: Norgo Engineering

Date: 07/23/2025

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

BIDDER CERTIFICATIONS

1. The Bidder certifies that it will or will continue to provide a drug-free work place by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement.

2. Notifying the employee in the statement that, as a condition of employment under the Contract, the employee will:

a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction:

1) Notifying the Owner in writing within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

2) Taking 1 of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted:

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law.

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

c. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.

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SECTION 00300

CHRISTOPHER WAY PIPELINE MAINTENANCE
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

- B. Establishing an ongoing drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace.
 2. The Bidder's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the requirements stated in this Document.

WORK LOCATIONS

1. The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this Contract:

A. Place(s) of Performance: (Street address, city, county, state, zip code):

Christopher Way, Lathrop, San Joaquin County
CA, 95330

BIDDER

(Signature)

San Moriegos

(Date)

07/23/2025

(END OF SECTION)

00300-13

California Environmental Protection Agency
Air Resources Board

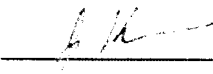
January 1, 2025

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

NORGO ENGINEERING

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**


Jack K. Fowler
Fleet Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

266264

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



Public Works Department

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

ADDENDUM NO. 1 – July 22, 2025

Christopher Way Pipeline Maintenance

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. Bid opening date has been revised to 2:00 PM on Thursday July 31, 2025

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by:

A handwritten signature in dark ink, appearing to read "Ken Reed", written over a horizontal line.

Ken Reed
Senior Construction Manager

7-22-25
Date

Approved by:

A handwritten signature in dark ink, appearing to read "Brad Taylor", written over a horizontal line.

Brad Taylor
City Engineer

FOR

7.22.2025
Date



Public Works Department

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

ADDENDUM NO. 2 – July 24, 2025

Christopher Way Pipeline Maintenance

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. See Revised Plans, Attachment A
2. See Revised Bid Schedule, Attachment B. Bids must be submitted on the Revised Bid Schedule.
3. Revise the Engineer's Estimate on Notice to Contractors, page 00020-1 and Instructions to Bidders, page 00100-6 to \$98,000.

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

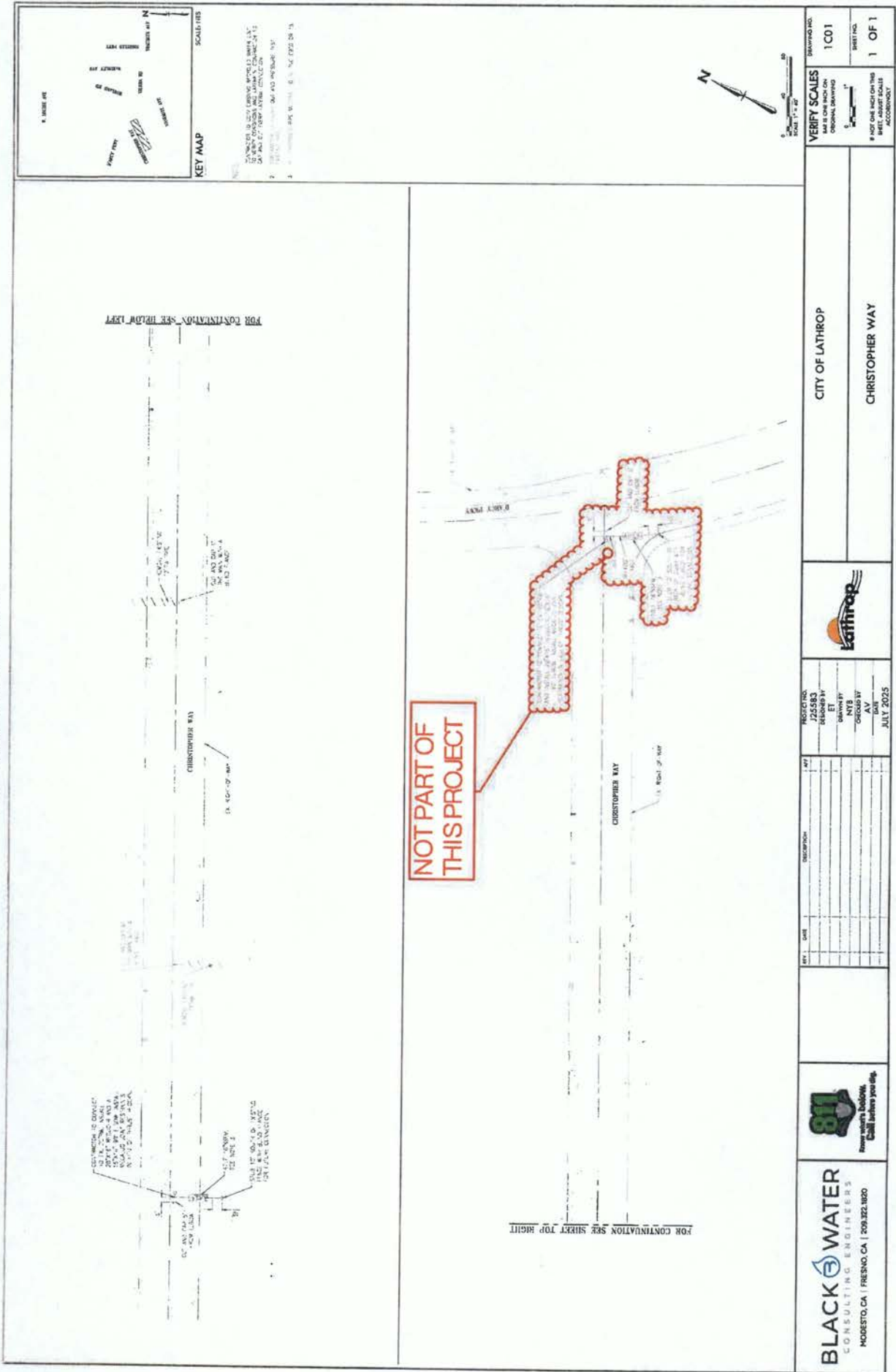
Recommended by: Ken Reed
Ken Reed
Senior Construction Manager

7-24-25
Date

Approved by: Brad Taylor FOR
Brad Taylor, PE
City Engineer

7-24-2025
Date

ATTACHMENT A - REVISED PROJECT PLANS





License No. 491815 - P.O. BOX 658 - COTATI, CA 94931 - (415) 892-5480

July 28, 2025

Norgo Engineering
norgoengineering@yahoo.com
(510) 932-5712

RE: Request for Proposal – Vactor & CCTV
Project: Christopher Way

Roy's Sewer Service Inc hereby submits a proposal to clean and televise new/existing sewer and/or storm mains as directed.

Norgo Engineering will provide:

- Traffic Control
- Water for Flush Truck
- On-Site Dump Location

Work to be done at a daily rate 8hr shift \$4,000 per day

Thank you for giving us the opportunity to be of service and we hope to hear from you soon.

Sincerely,
Nicole La Bare

(415) 892-5480 - (707) 795-5656 - FAX (707) 795-0959

ITEM 4.14

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR THE CONSTRUCTION OF TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05**

RECOMMENDATION: **Adopt a Resolution to Approve a Construction Contract with Consolidated Engineering, Inc. for the Construction of Tesla Drive and Christopher Way Pavement Rehabilitation, CIP PS 24-05**

SUMMARY:

Tesla Drive and Christopher Way Pavement Rehabilitation (Project), Capital Improvement Project (CIP) PS 24-05 was created to address deteriorated damaged pavement surface along Tesla Drive from Harlan Road to Christopher Way, and Christopher Way from D'Arcy Parkway to the cul-de-sac. The Project scope of work includes grinding off the existing pavement surface, installing glass grid, 3" of new Hot Mix Asphalt, placing Type II Microsurfacing, and installing new signing and thermoplastic striping.

The bid solicitation package, including plans and specifications for the construction of the Project, was advertised on July 8, 2025 and July 15, 2025, in accordance with Bidding Procedures outlined in California Public Contract Code (PCC) Section 22160 and Lathrop Municipal Code (LMC) 2.36.060. City Clerk received and publicly opened ten (10) bids on July 24, 2025. After 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 \$807,955.

Staff requests City Council approve a construction contract with Consolidated Engineering in the amount of \$807,955 for the construction of the Project and authorize a 20% contingency of \$161,590 for a total construction budget of \$969,545.

Sufficient funds have been allocated within the approved Fiscal Year 2025-26 budget for CIP PS 24-05 to fund the construction contract and a 20% contingency.

BACKGROUND:

Tesla Drive and Christopher Way are two-lane roadways located east of Interstate 5 providing access to major industrial manufacturing and distribution hubs. Based on field observations, the City evaluated the conditions of both roads and identified the need for pavement rehabilitation. The Project will restore the deteriorated pavement along Tesla Drive from Harlan Road to Christopher Way, and Christopher Way from D'Arcy Parkway west to the cul-de-sac.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**APPROVE A CONSTRUCTION CONTRACT WITH CONSOLIDATED ENGINEERING, INC. FOR THE CONSTRUCTION OF TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05**

The Project scope of work consist of replacing the existing pavement surface with new Hot Mix Asphalt (HMA) over a pavement reinforcement fabric, placing microsurfacing, and installing new signage and thermoplastic striping.

The bid solicitation package, including plans and specifications for the construction of the Project, was advertised on July 8, 2025 and July 15, 2025, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Ten (10) 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.	\$807,954 ⁸⁰
Knife River Construction	\$827,511 ⁰⁰
Tom Mayo Construction, Inc.	\$876,608 ⁰⁰
Dirt Dynasty, Inc.	\$885,653 ⁰⁰
McGuire and Hester	\$984,970 ⁰⁰
JV Lucas Paving	\$995,513 ⁰⁰
United Pavement Maintenance, Inc.	\$1,016,052 ²⁰
Goodfellow Bros. California, LLC	\$1,063,674 ⁰⁰
Martin General Engineering, Inc.	\$1,072,149 ¹⁰
RNR Paving, Inc.	\$1,100,592 ⁸⁰

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is Consolidated Engineering. Staff requests City Council adopt a resolution approving a construction contract with Consolidated Engineering in the amount of \$807,955. Staff is also requesting City Council authorize a 20% construction contingency of \$161,590 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$969,545.

REASON FOR RECOMMENDATION:

The construction of CIP PS 24-05 is needed to address pavement deterioration caused by heavy truck traffic, including the repair and structural cracks and restoration of the roadway. Implementing pavement rehabilitation is a proactive strategy to preserve infrastructure, reduce long-term costs, and ensure the safety and comfort for all road users.

FISCAL IMPACT:

Sufficient funds have been allocated within the approved Fiscal Year 2025-26 budget for CIP PS 24-05 to fund the construction contract and a 20% contingency.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE A CONSTRUCTION CONTRACT WITH CONSOLIDATED
ENGINEERING, INC. FOR THE CONSTRUCTION OF TESLA DRIVE AND
CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05**

ATTACHMENTS:

- A. Resolution to Approve a Construction Contract with Consolidated Engineering, Inc. for Construction of Tesla Drive and Christopher Way Pavement Rehabilitation, CIP PS 24-05
- B. Construction Contract with Consolidated Engineering, Inc. for Construction of Tesla Drive and Christopher Way Pavement Rehabilitation, CIP PS 24-05

CITY MANAGER'S REPORT

PAGE 4

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**APPROVE A CONSTRUCTION CONTRACT WITH CONSOLIDATED
ENGINEERING, INC. FOR THE CONSTRUCTION OF TESLA DRIVE AND
CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05**

APPROVALS:



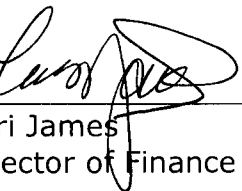
Angel Abarca
Assistant Engineer

7-29-2025
Date



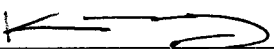
Brad Taylor
City Engineer

8/4/2025
Date



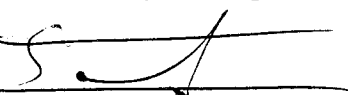
Cari James
Director of Finance

7/31/25
Date



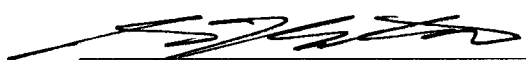
Michael King
Assistant City Manager

7.29.2025
Date



Salvador Navarrete
City Attorney

7.29.2025
Date



Stephen J. Salvatore
City Manager

8.5.25
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 TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05

WHEREAS, Tesla Drive and Christopher Way Pavement Rehabilitation (Project), Capital Improvement Project (CIP) PS 24-05 was created to address deteriorated damaged pavement surface along Tesla Drive from Harlan Road to Christopher Way, and Christopher Way from D'Arcy Parkway to the cul-de-sac; and

WHEREAS, the Project scope of work includes grinding off the existing pavement surface, installing glass grid, 3" of new Hot Mix Asphalt, placing Type II Microsurfacing, and installing new signing and thermoplastic striping; and

WHEREAS, the bid solicitation package, including plans and specifications for the construction of the Project, was advertised on July 8, 2025 and July 15, 2025, in accordance with Bidding Procedures outlined in California Public Contract Code (PCC) Section 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, City Clerk received and publicly opened ten (10) bids on July 24, 2025; and

WHEREAS, after 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 \$807,955; and

WHEREAS, staff requests City Council approve a construction contract with Consolidated Engineering for construction of the Project in the amount of \$807,955 authorize a 20% contingency of \$161,590 for a total construction budget of \$969,545 and authorize staff to spend 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 24-05 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 Tesla Drive and Christopher Way Pavement Rehabilitation, CIP PS 24-05 for a cost of \$807,955; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 20% construction contingency of \$161,590 for a total construction budget of \$969,545 and authorizes staff to spend this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

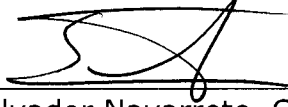
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **August 11th 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 **TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION, CIP PS 24-05 (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The Project is located along Tesla Drive and Christopher Way. The work to be performed under this contract is generally described as, but not necessarily limited to; grind and dispose 3" of existing pavement surface, install glass grid, 3" of new Hot Mix Asphalt overlay, Type II Microsurfacing, new signing and thermoplastic striping, and perform all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

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: \$807,955

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 24, 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

TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION
CIP PS 24-05

BID PROPOSAL FORMS

TESLA DRIVE AND CHRISTOPHER WAY PAVEMENT REHABILITATION

CIP PS 24-05

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	18500 ⁻	18500 ⁻
2	Traffic Control	1	LS	25000 ⁻	25000 ⁻
3	Prepare and Implement Stormwater Pollution Prevention Plan (SWPPP)	1	LS	5000 ⁻	5000 ⁻
4	Lower and Raise Valve Covers	25	EA	560 ⁻	14000 ⁻
5	Lower and Raise Manhole Covers	25	EA	560 ⁻	14000 ⁻
6	Grind and Dispose Existing Asphalt	1,630	CY	30 ⁻	48900 ⁻
7	Place HMA @ 3" Depth / Single Lift	3,260	TON	98 ⁻	319480 ⁻
8	Install GlasGrid	151,620	SF	1.20	181944 ⁻
9	Install Type II Microsurfacing with Black Rock	288,380	SF	.41	118,235.80
10	Install Rumble Strips per Plans	1	LS	7500 ⁻	7500 ⁻
11	Remove Existing Striping	1	LS	7900 ⁻	7900 ⁻
12	Thermoplastic Striping - Caltrans Standard Detail 22	5,900	LF	3.15	18585 ⁻
13	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 27B	11,800	LF	1.60	18880 ⁻
14	Thermoplastic Striping - 12" White Line	120	LF	11 ⁻	1320 ⁻
15	Install Fire Hydrant Blue Pavement Markers	11	EA	35 ⁻	385 ⁻
16	Thermoplastic Marking - STOP, Rail Road Legends	5	EA	1000 ⁻	5000 ⁻
17	Signage as Shown per Plans	7	EA	475 ⁻	3325 ⁻

TOTAL BASE BID: 807,954.80TOTAL BASE BID IN WORDS: EIGHT HUNDRED SEVEN THOUSAND
NINE HUNDRED FIFTY FOUR & 80/100

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE TASK ORDER NO. 1 WITH ENGEO, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR CTF PHASE 4 EXPANSION, CIP WW 25-26**

RECOMMENDATION: **Adopt Resolution to Approve Task Order No. 1 with ENGEO Inc. for Construction Engineering Services for CTF Phase 4 Expansion, CIP WW 25-26**

SUMMARY:

The Consolidated Treatment Facility (CTF) Phase 4 Expansion, Capital Improvement Project (CIP) WW 25-26 (Project) construction phase is underway; therefore, construction engineering services for testing, observation and inspection are now needed to support the Project's construction. Therefore, City staff requested and received from ENGEO, Inc. (ENGEO) a proposal for the provision of these services.

ENGEO's price for the subject services is not to exceed \$150,000, and the services are expected to be utilized from August 11, 2025 to June 30, 2027.

Staff request Council approve Task Order No. 1 with ENGEO in the amount of \$150,000. Sufficient funds for these services have been allocated to CIP WW 25-26 in the adopted Fiscal Year 25/26 budget; therefore, no budget amendment is needed.

BACKGROUND:

On July 14, 2025, Council approved a contract with GSE Construction for the construction of the Project, and construction has begun. Construction engineering services for testing, observation and inspection are now needed to support the Project's construction.

The City has a Master Agreement, dated August 5, 2025, with ENGEO to provide various construction engineering services for CIPs. Construction engineering services typically include stormwater pollution prevention plans, special inspection of work such as welds, testing of soils, asphalt and concrete, and construction support services. As these services will soon be needed to support the construction of the Project, staff requested a proposal from ENGEO for the provision of subject services.

ENGEO provided a proposal for the requested services, including labor and vehicle rates and estimated hours of labor and vehicle travel mileage, for a not-to-exceed cost of \$150,000.

Staff request Council approve Task Order No. 1 pursuant to the Master Agreement dated August 5, 2025 with ENGEO in the amount of \$150,000.

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 1 WITH ENGEIO INC. FOR CTF PHASE 4
EXPANSION, CIP WW 25-26

PAGE 2

REASON FOR RECOMMENDATION:

The expansion of the City's CTF wastewater treatment capacity is essential to the ongoing development and eventual build-out of Lathrop. The construction engineering services contemplated by Task Order No. 1 are necessary for the construction of the Project and the completion of the CTF expansion necessary to serve the population of the City at build-out.

FISCAL IMPACT:

Task Order No. 1 with ENGEIO for construction engineering services for the Project is for \$150,000. Sufficient funds for these services have been included in the adopted Fiscal Year 25/26 budget for CTF Phase 4 Expansion, CIP WW 25-26.

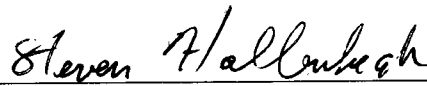
ATTACHMENTS:

- A. Resolution Approving Task Order No. 1 with ENGEIO, Inc. for Construction Engineering Services for CTF Phase 4 Expansion, CIP WW 25-26
- B. Task Order No. 1 with ENGEIO, Inc. for Construction Engineering Services for CTF Phase 4 Expansion, CIP WW 25-26

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 1 WITH ENGEIO INC. FOR CIP WW 25-26 CTF
PHASE 4 EXPANSION

PAGE 3

APPROVALS:



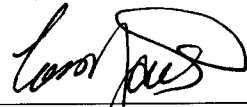
Steven Hollenbeak
Assistant Engineer

8.4.25
Date



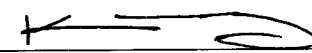
Brad Taylor
City Engineer

8/4/2025
Date



Cari James
Director of Finance

8/6/2025
Date



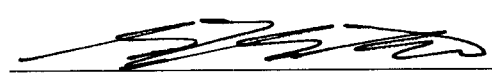
Michael King
Assistant City Manager

8.5.2025
Date



Salvador Navarrete
City Attorney

8.5.2025
Date



Stephen J. Salvatore
City Manager

8.6.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE TASK ORDER NO. 1 WITH ENGEO, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR CTF PHASE 4 EXPANSION, CIP WW 25-26

WHEREAS, on May 12, 2025, City Council approved the creation of Consolidated Treatment Facility (CTF) Phase 4 Expansion, CIP WW 25-26 (Project) to construct the necessary infrastructure to complete the expansion of the CTF's wastewater treatment facility; and

WHEREAS, the City executed a Master Agreement with ENGEO Inc. (ENGEO) on August 5, 2025 to provide Geotechnical Investigations and Engineering Services for Capital Improvement Projects (CIP); and

WHEREAS, soil and materials testing and special inspection services from ENGEO will soon be needed to support the Project's construction; and

WHEREAS, staff requested and received from ENGEO a proposal for the subject services for a cost of \$150,000; and

WHEREAS, staff request City Council approve Task Order No. 1 with ENGEO in the amount of \$150,000; and

WHEREAS, sufficient funds have been included in the adopted Fiscal Year 2025/26 budget for CIP WW 25-26 to fund Task Order No. 1.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 1 to the Master Agreement with ENGEO dated August 5, 2025 for a cost not to exceed \$150,000 to provide soil and materials testing and special inspection services for the Project.

The foregoing resolution was passed and adopted this 11th day of August, 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

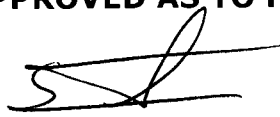
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP**TASK ORDER NO. 1 PURSUANT TO MASTER CONSULTING AGREEMENT
WITH ENGEO INC. DATED AUGUST 11, 2025****TO PROVIDE TESTING & OBSERVATION AND SPECIAL INSPECTIONS FOR
CONSOLIDATED TREATMENT FACILITY PHASE 4 EXPANSION, CIP WW 25-26**

THIS TASK ORDER NO. 1, dated for convenience this **11th day of August 2025**, is by and made and entered into by and between **ENGEO Inc.** ("CONSULTANT"), and the **City of Lathrop**, a California municipal corporation of the State of California ("CITY");

RECITALS:

WHEREAS, on August 5, 2025, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide testing and observation services, special inspection services, and laboratory testing on an on-call, as-needed basis; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform testing and observation services, special inspection services, and laboratory testing, which are required by this agreement; and

WHEREAS, CONSULTANT is willing to render such testing and observation services, special inspection services, and laboratory testing, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT**(1) Incorporation of Master Agreement**

This Task Order No. 1 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Geotechnical Investigations and Engineering Services dated August 5, 2025, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY's satisfaction.

(3) Effective Date and Term

The effective date of Task Order No. 1 is **August 11, 2025**, and it shall terminate no later than **June 30, 2027**.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$150,000.00** for the Testing & Observation and Special Inspections described in Exhibit

“A” of Task Order No. 1 pursuant to the Master Agreement dated August 5, 2025. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation beyond what is expressed in this agreement and Exhibit “A”, unless CITY has authorized representative has executed a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(5) Notice to Proceed

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

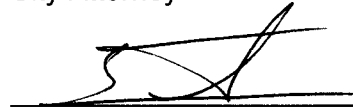
(6) Signatures

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

CITY OF LATHROP – ENGEO, INC.
TASK ORDER NO. 1 TO PROVIDE CONSTRUCTION TESTING & OBSERVATION AND SPECIAL
INSPECTIONS FOR CTF PHASE 4 EXPANSION, CIP WW 25-26

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-5-2025

Date

Recommended for Approval:

City of Lathrop
City Engineer

Brad Taylor

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

ENGEO, Inc.
Steve Harris
17278 Golden Valley Parkway
Lathrop, CA 95330
Fed ID # 94-1748418
Lathrop Business License # LB-001373-2025

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

EXHIBIT A



2633 Camino Ramon, Suite 250
San Ramon, CA 94583
(925) 866-9000 | info@engeo.com

REQUEST FOR TASK ORDER

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

DATE: July 30, 2025

ENGEO Project No.: 16218.000.008
Phases: 004 and 005
ENGEO Contact: Ken Hamilton

PROJECT NAME: City of Lathrop CTF Phase 4 Expansion

ORIGINAL CONTRACT NO.: City of Lathrop Master Agreement (ENGEO Project No. 16218.000.000)
ORIGINAL CONTRACT DATE: June 6, 2024

Scope of Services:
We propose to provide continued materials testing and observation services during site improvements. In general, our scope includes continued testing and observation services, special inspection services, and laboratory testing on an on-call, as-needed basis as requested by Ken Reed (City of Lathrop).

- Phase 004 – Testing and Observation\$60,000
- Phase 005 – Special Inspections\$90,000

Estimated Fees: \$150,000 on a time-and-expense basis, as directed by the City of Lathrop.

If you are in agreement with the scope of services and fees outlined in this request, please forward a task order to the above-referenced original contract as authorization for us to proceed. All other terms and conditions of the original contract shall remain in effect.

ENGEO INCORPORATED

BY: 

PRINTED NAME: Steve Harris

TITLE: Principal

DATE: July 30, 2025

kh/sdh/jf

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**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR REIMBURSEMENT OF STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS

RECOMMENDATION: Adopt a Resolution to Authorize the City Manager to Execute Master Agreements and Program Supplement Agreements with the California Department of Transportation (Caltrans) for State and Federal Funding Projects and Authorize the City Engineer to Execute Right-of-Way Certifications

SUMMARY:

The California Department of Transportation (Caltrans), acting on behalf of the Federal Highway Administration (FHWA), is responsible for administering federal transportation funding to local public agencies, including cities and counties throughout the State. To be eligible to receive and manage these federal funds for public infrastructure improvements, the City of Lathrop is required to enter into specific contractual agreements with Caltrans. These agreements typically include, but are not limited to, Cooperative Agreements, Master Agreements, and Program Supplemental Agreements.

These master agreements establish the general terms and conditions for all federally funded projects managed by the City. Each individual project receiving federal funds is then governed by a separate Program Supplement Agreement that outlines the scope, funding, and specific requirements for that project. Caltrans also requires the City to certify that all project improvements be constructed within public right of way. If a project encroaches into private property, the City must then certify that all necessary right-of-way acquisitions have been satisfied. This certification process is formalized through a Right-of-Way Certification, which ensures proper oversight and compliance with federal and state regulations.

Currently through Ordinance No. 92-90 (Attachment B) approved in 1992, City Manager has been executing agreements and Right-of-Way Certifications for each federal-aid project upon City Council's approval. To streamline this process and utilize a current resolution, staff requests that City Council adopt a resolution authorizing the City Manager to execute the necessary master agreements and program supplement agreements with Caltrans for the implementation and reimbursement of federal-aid projects. Staff is also requesting City Council authorize the City Engineer execute all Right-of-Way Certifications for private and public Right-of-Way projects.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR REIMBURSEMENT OF STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS****BACKGROUND:**

As the City continues to grow and enhance its transportation and infrastructure, securing access to state and federal funding through Caltrans is crucial for the efficient and cost-effective execution of planned projects. The City has identified several current and upcoming projects, including roadway rehabilitation, pedestrian improvements, and bridge enhancements, that are eligible for federal funding.

To receive and administer these federal funds, the City must enter into master agreements with Caltrans. These agreements encompass Cooperative Agreements, Master Agreements, and Program Supplemental Agreements. These agreements also set general terms for all federally funded projects managed by the City, while each project is governed by a separate Program Supplement Agreement detailing its scope and requirements.

Before releasing federal funds, Caltrans requires the City to certify that all improvements be built within public right-of-way. Alternatively, if any private property rights are necessary, the City must demonstrate that these rights have been acquired in compliance with federal and state regulations. This requirement is validated through a Right-of-Way Certification, which is a crucial prerequisite for the commencement of construction.

The City currently uses a 1992 ordinance (No. 92-90) that allows the City Manager to execute agreements and Right-of-Way Certifications for federal-aid projects after City Council approval. To streamline the process, staff is requesting the City Council adopt a new resolution that authorizes:

1. The City Manager to execute master and program supplement agreements with Caltrans for federal-aid projects.
2. The City Engineer to execute all Right-of-Way Certifications for both private and public projects.

REASON FOR RECOMMENDATION:

Establishing and maintaining eligibility for federal-aid transportation funding is critical to support the City's infrastructure development. Authorizing the City Manager to execute agreements with Caltrans and the City Engineer to certify right-of-way ensures continued access to federal funding and streamlines the reimbursement process, enhancing project delivery.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR REIMBURSEMENT OF STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS****FISCAL IMPACT:**

There is no direct fiscal impact from approving the master agreements itself. Fiscal impacts will be associated with individual project agreements and will be presented to Council as part of future actions. Federal funding typically requires a local match, which will be identified on a project-by-project basis.

ATTACHMENTS:

- A. Resolution to Authorize the City Manager to Execute Master Agreements and Program Supplement Agreements with the California Department of Transportation (Caltrans) for State and Federal Funding Projects and Authorize the City Engineer to Execute Right-of-Way Certifications
- B. Ordinance No. 92-90 Authorizing the City Manager to Execute Certain Agreements

CITY MANAGER'S REPORT

PAGE 4

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR REIMBURSEMENT OF STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS

APPROVALS:



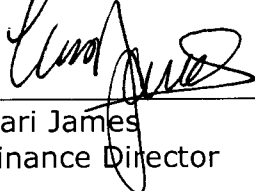
Angel Abarca
Assistant Engineer

7-28-2025
Date



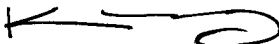
Brad Taylor
City Engineer

8/4/2025
Date



Cari James
Finance Director

7/31/2025
Date



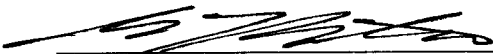
Michael King
Assistant City Manager

7-28-2025
Date



Salvador Navarrete
City Attorney

7-28-2025
Date



Stephen J. Salvatore
City Manager

8-5-25
Date

ORDINANCE NO. 92-90
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LATHROP AUTHORIZING THE CITY MANAGER
TO EXECUTE CERTAIN AGREEMENTS

The City Council of the City of Lathrop ordains as follows:

City Manager

Section I. Additional Powers: The City Manager shall be empowered to sign on behalf of the Mayor all contracts approved by the City Council.

Section II: Inspection Agreements. The City Manager and the Director of Public Works, if empowered by the City Manager, are authorized to make and execute agreements for the inspection of subdivision improvements, and other development occurring within and without the corporate limits of the City of Lathrop.

The foregoing Ordinance was passed and adopted on
September 1, 1992 by the following vote:

AYES: McKee, Gatto, Hill, Sangalang, Freeman

NOES:

ABSENT:

ABSTAIN:

Mac Freeman
Mayor

ATTEST:

Bue Wilcox
City Clerk

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS AND PROGRAM SUPPLEMENT AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR STATE AND FEDERAL FUNDING PROJECTS AND AUTHORIZE THE CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS

WHEREAS, the California Department of Transportation (Caltrans), acting on behalf of the Federal Highway Administration (FHWA), is responsible for administering federal transportation funding to local public agencies, including cities and counties throughout the State; and

WHEREAS, to be eligible to receive and manage these federal funds for public infrastructure improvements, the City of Lathrop is required to enter into specific contractual agreements with Caltrans. These agreements typically include, but are not limited to, Cooperative Agreements, Master Agreements, and Program Supplemental Agreements; and

WHEREAS, these master agreements establish the general terms and conditions for all federally funded projects managed by the City; and

WHEREAS, each individual project receiving federal funds is then governed by a separate Program Supplement Agreement that outlines the scope, funding, and specific requirements for that project; and

WHEREAS, Caltrans also requires the City to certify that all project improvements be constructed within public right of way; and

WHEREAS, if a project encroaches into private property, the City must then certify that all necessary right-of-way acquisitions have been satisfied. This certification process is formalized through a Right-of-Way Certification, which ensures proper oversight and compliance with federal and state regulations; and

WHEREAS, establishing and maintaining eligibility for federal-aid transportation funding is critical to support the City's infrastructure development; and

WHEREAS, the City currently uses a 1992 ordinance (No. 92-90) that allows the City Manager to execute agreements and Right-of-Way Certifications for federal-aid projects after City Council approval; and

WHEREAS, to streamline this process and utilize a current resolution, staff requests that City Council adopt a resolution authorizing the City Manager to execute the necessary master agreements and program supplement agreements with Caltrans for the implementation and reimbursement of federal-aid projects; and

WHEREAS, staff is also requesting City Council authorize the City Engineer to execute all Right-of-Way Certifications with Caltrans for private and public Right-of-Way projects; and

WHEREAS, authorizing the City Manager to execute agreements with Caltrans and the City Engineer to certify right-of-way ensures continued access to federal funding and streamlines the reimbursement process, enhancing project delivery; and

WHEREAS, there is no direct fiscal impact from approving the master agreements itself. Fiscal impacts will be associated with individual project agreements and will be presented to Council as part of future actions. Federal funding typically requires a local match, which will be identified on a project-by-project basis.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby authorize the City Manager to execute Master Agreements and Program Supplement Agreements with Caltrans for state and federal funding projects; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the City Engineer to execute all Right-of-Way Certifications with Caltrans for private and public Right-of-Way projects.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ITEM 4.17

CITY MANAGER'S REPORT AUGUST 11, 2025, CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE PURCHASE OF CORE TECHNOLOGY LICENSING WITH INSIGHT PUBLIC SECTOR INC.**

RECOMMENDATION: **Adopt a Resolution to Ratify the Purchase of Core Technology Licensing With Insight Public Sector Inc.**

SUMMARY:

The core technology software licensing, originally purchased in December 1997, allows City staff to perform essential job functions, including secure access to systems, communication platforms, and productivity tools.

The City Manager approved the purchase of the core technology software licensing prior to City Council review due to the critical nature of the software licensing and the potential impact that a lapse in service could have. Details about the specific core technology software and licensing are withheld to mitigate any potential security risks and malicious targeting of the City infrastructure.

Only one vendor responded to the email request with a quote for the purchase of core technology software licensing for a twelve (12) month term, therefore this purchase is pursuant to Lathrop Municipal Code (LMC) 2.36.110(a). Staff now request the City Council ratify this action in the amount of \$127,911.

BACKGROUND:

Since December 1997, City staff have relied on core technology software for computer access, customer service, communication, and productivity. The services provided to the public are mission-critical, and any disruption would significantly impact operations. To protect City infrastructure, specific details about the core technology software and the licensing specifics have been withheld due to security.

Staff requested quotes for the core technology software licensing from eight (8) City approved vendors. Only Insight Public Sector Inc. submitted a quote. Three (3) vendors declined, while the remaining four (4) did not respond, despite multiple follow-up attempts by staff. Therefore, pursuant to LMC 2.36.110(a) this purchase of core software licensing from Insight Public Sector Inc. in the amount of \$127,911 is considered a sole source purchase.

CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
RATIFY THE PURCHASE OF CORE TECHNOLOGY LICENSING WITH INSIGHT
PUBLIC SECTOR INC.

PAGE 2

Although staff initiated the quote process early, final documentation was not received in time to complete the City Council approval process before the license expiration. To ensure service continuity, the City Manager authorized the purchase of the core technology software licensing prior to City Council approval. Staff request that the City Council approve a resolution to ratify the purchase of the core technology software licensing from Insight Public Sector Inc. in the amount of \$127,911 for a twelve (12) month term.

REASON FOR RECOMMENDATION:

Maintaining these essential core technology software licenses is critical to ensuring uninterrupted business operations for the City. In addition to supporting daily functions across all departments, the software provides vital cybersecurity capabilities necessary to meet regulatory compliance requirements. Without these licenses, staff would be unable to access the systems required to perform essential duties Citywide.

FISCAL IMPACT:

Sufficient funds were budgeted for this expense in GL 1010-17-20-435-10-00.

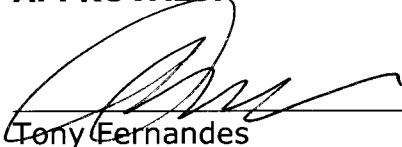
ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify the Purchase of Core Technology Licensing with Insight Public Sector Inc.
- B. PO #25-824 with Insight Public Sector Inc. for Core Technology Software Licensing

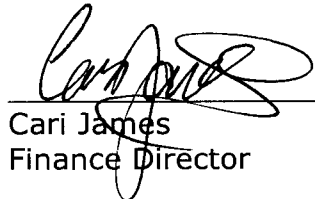
CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
RATIFY THE PURCHASE OF CORE TECHNOLOGY LICENSING WITH INSIGHT
PUBLIC SECTOR INC.

PAGE 3

APPROVALS:


Tony Fernandes
Information Systems Director

8-4-2025
Date


Cari James
Finance Director

8/3/2025
Date


Thomas Hedegard
Deputy City Manager

8/6/2025
Date


Salvador Navarrete
City Attorney

8-5-2025
Date


Stephen J. Salvatore
City Manager

8-6-25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE PURCHASE OF CORE TECHNOLOGY LICENSING WITH INSIGHT PUBLIC SECTOR INC.

WHEREAS, since December 1997, City staff have relied on core technology software for computer access, customer service, communication, and productivity; and

WHEREAS, staff requested quotes for the purchase of core technology software licensing from eight (8) vendors; and

WHEREAS, Insight Public Sector Inc. was the only vendor to respond with a quote; and

WHEREAS, pursuant to LMC 2.36.110(a) this purchase of core software licensing from Insight Public Sector Inc. in the amount of \$127,911 is considered a sole source purchase; and

WHEREAS, to ensure service continuity, the City Manager authorized the purchase of software license in the amount of \$127,911; and

WHEREAS, Details about the specific technology software licensing are withheld to mitigate any potential security risks or malicious targeting of City infrastructure; and

WHEREAS, staff requests that the City Council adopt a resolution to ratify the purchase of core technology software licensing with Insight Public Sector Inc. in the amount of \$127,911.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the purchase of core technology software licensing with Insight Public Sector Inc. in the amount of \$127,911.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

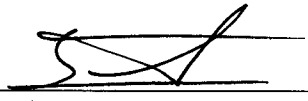
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Resolution

DELIVER BY

Emily Malay

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

DATE _____

Page 2 of 3
**STANDARD PURCHASE ORDER
TERMS AND CONDITIONS**

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

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

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

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

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

PAGE 3 OF 3

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

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



Year One: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
				Servers	Monthly Subscriptions	300	\$386.81 \$	116,043.00
				Servers	Monthly Subscriptions	1	\$0.00 \$	
				Servers	Step Up	300	\$27.35 \$	8,205.00
				Servers	Monthly Subscriptions	10	\$366.30 \$	3,663.00
				Servers	Monthly Subscriptions	300	\$0.00 \$	
12 Month Total:								127,911.00

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ITEM 4.18

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE, INC. FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by MG & JC Concrete, Inc. for Towne Centre Drive Raised Crosswalk, CIP PS 24-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

SUMMARY:

MG & JC Construction, Inc. (MG & JC) has completed the construction of the Towne Centre Drive Raised Crosswalk (Project), Capital Improvement Project (CIP) PS 24-07. Staff inspected the improvements, and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

MG & JC has submitted lien releases confirming all suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the total construction cost) for the improvements to be accepted.

City staff request that City Council accept the completed improvements constructed by MG & JC for the Project. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk-Recorder, the release of contract retention to MG & JC, in the amount of \$2,417, within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On September 9, 2024, City Council awarded a construction contract to MG & JC for construction of the Project in the amount of \$42,340 and approved a 20% construction contingency of \$8,468, for staff to use as necessary to achieve the goals of the Project. The scope of work consisted of a 3" grind of asphalt paving, minor demolition of concrete curb and landscape, installation of grouted cobble, installation of a 1" conduit, installation of two City furnished 13' type 1-B poles, construction of ADA ramps and landings, construction of a concrete raised crosswalk, and striping.

One contract change order totaling \$6,000 was issued during the construction of the Project for a final contract amount of \$48,340.

CITY MANAGER’S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE INC.
FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07

PAGE 2

Upon acceptance of the improvements by City Council, the performance bond (Bond No. 67148, \$42,340) and payment bond (Bond No. 67148, \$42,340) will be released and replaced with a one-year warranty bond (Bond No. 67148, \$4,834). The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. MG & JC has also provided the necessary lien releases for the materials supplied and completed work.

Staff request City Council accept the improvements constructed by MG & JC for Towne Centre Drive Raised Crosswalk, CIP PS 24-07. Staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk-Recorder, the release of contract retention to MG & JC in the amount of \$2,417 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

MG & JC has completed the Project pursuant to the contract documents dated September 9, 2024. Staff inspected the improvements, and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

The performance and payment bond (Bond No. 67148, \$42,340) will be released and replaced with a one-year warranty bond (Bond No. 67148, \$4,834) upon City Council’s acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with MG & JC for the Project is \$48,340.

Final project costs were as follows:

A.	Construction Contract Amount	\$ 42,340
B.	Approved Change Order 1	\$ 6,000
	Total Construction Costs	\$ 48,340
	Total Budget Amount	\$ 60,000
	Budget Remaining	\$ 11,660

As part of CIP PS 24-07 Traffic Calming Measures, adequate funds were allocated in the Fiscal Year 24/25 budget to complete the Project. With the Project now complete, staff request that any unused funds be transferred to the original funding source.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE INC.
FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07**

ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by MG & JC Concrete Inc. for Towne Centre Drive Raised Crosswalk, CIP PS 24-07, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion –Towne Centre Drive Raised Crosswalk, CIP PS 24-07

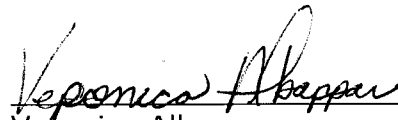
CITY MANAGER'S REPORT

PAGE 4

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE INC.
FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07**

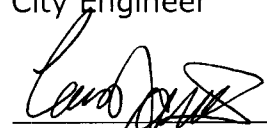
APPROVALS:


Veronica Albarran
Assistant Engineer

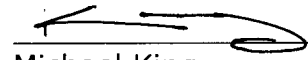
07/23/2025
Date


Brad Taylor
City Engineer

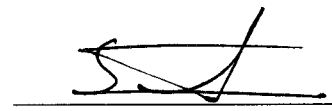
8/4/2025
Date


Cari James
Finance Director

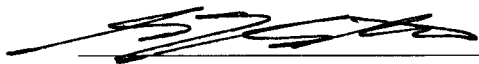
7/31/2025
Date


Michael King
Assistant City Manager

7.25.2025
Date


Salvador Navarrete
City Attorney

7-28-2025
Date


Stephen J. Salvatore
City Manager

8.3.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY MG & JC CONCRETE, INC. FOR TOWNE CENTRE DRIVE RAISED CROSSWALK, CIP PS 24-07, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, THE RELEASE OF CONTRACT RETENTION, AND THE RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on September 9, 2024, City Council awarded a construction contract with MG & JC Concrete Inc. (MG & JC) for Towne Centre Drive Raised Crosswalk (Project), Capital Improvement Project (CIP) PS 24-07, in the amount of \$42,340 with a 20% construction contingency of \$8,468 for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of a 3" grind of asphalt paving, minor demolition of concrete curb and landscape, installation of grouted cobble, installation of a 1" conduit, installation of two City furnished 13' type 1-B poles, construction of ADA ramps and landings, construction of a concrete raised crosswalk, and striping; and

WHEREAS, during construction, one contract change order totaling \$6,000 were issued for a final contract amount of \$48,340; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, MG & JC has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of the total construction cost) for the improvements being accepted; and

WHEREAS, the performance and payment bond (Bond No. 67148, \$42,340) will be released and replaced with a one-year warranty bond (Bond No. 67148, \$4,834) upon City Council's acceptance of the improvements; and

WHEREAS, the warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, adequate funds were allocated to CIP PS 24-07 Traffic Calming Measures within Fiscal Year 24/25 budget to complete the Project; and

WHEREAS, staff request City Council accept the public improvements constructed by MG & JC for Towne Centre Drive Raised Crosswalk, CIP PS 24-07; and

WHEREAS, staff also request City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk-Recorder, the release of the contract retention to MG & JC in the amount of \$2,417 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 accept the public improvements constructed by MG & JC for Towne Centre Drive Raised Crosswalk, CIP PS 24-07, pursuant to the contract documents dated September 9, 2024; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk-Recorder and the release of the contract retention to MG & JC, in the amount of \$2,417 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

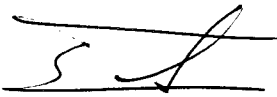
ABSTAIN:

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)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop CA 95330
(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PS 24-07 Towne Centre Drive Raised Crosswalk by MG & JC Concrete, Inc.
4. That on the 11th day of August 2025 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: MG & JC Concrete, Inc.
6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE
MG & JC Concrete, Inc. 401 Buckeye Street Vacaville CA 95688
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP PS 24-07 Towne Centre Drive Raised Crosswalk by MG & JC Concrete, Inc.

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

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 **August 11, 2025** by **MG & JC Concrete, 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 **August 11, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager

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**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SIERRA TRAFFIC MARKINGS, INC. FOR STRIPING IMPROVEMENTS, CIP PS 25-18

RECOMMENDATION: Adopt Resolution to Accept Public Improvements Constructed by Sierra Traffic Markings, Inc. for Striping Improvements, CIP PS 25-18, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

SUMMARY:

On April 14, 2025, City Council approved a construction contract with Sierra Traffic Markings, Inc. (Sierra Traffic) for construction of Capital Improvement Project (CIP) PS 25-18 for Striping Improvements (Project). The initial scope of work consisted of installing Green Methyl Methacrylate (MMA) striping on existing bike lanes along the frontages of Lathrop Elementary and Joseph Widmer Elementary Schools, striping improvements in front of the City Corporation Yard (Corp Yard) and restriping a portion of center line on McKinley Avenue.

The striping of the existing pedestrian crosswalks around the EPIC Elementary School had worn and faded. Considering students were not in school, City Manager approved Change Order No. 1 to grind off the existing striping and install new yellow thermoplastic ladder crosswalks at all direct crossings to the elementary school. Change Order No. 1 also included extending the striping of the exclusive right turn lane westbound on Louise Ave for approximately 450 feet to enhance the traffic circulation at the AM and PM peak hours from Harlan Rd to I-5 interchange.

Construction of CIP PS 25-18 has been successfully completed. Staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications. Sierra Traffic has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Sierra Traffic. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Sierra Traffic in the amount of \$8,841 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On April 14, 2025, City Council approved a construction contract with Sierra Traffic for construction of CIP PS 25-18 to install striping improvements at determined locations. The Project installed green MMA striping on existing bike lanes along Stonebridge Lane, Slate Street, and 5th Street, striping improvements on Louise Avenue fronting the Corp Yard, and restriped the center line on McKinley Avenue from the railroad crossing tracks to Lathrop Road.

The existing crosswalk striping near EPIC Elementary School faded, prompting City Manager to approve Change Order No. 1 for \$66,401 to remove the remaining markings and install new yellow thermoplastic ladder crosswalks. Since school was not in session, the work proceeded smoothly without disruption to students and residents. Change Order No. 1 also included extending the westbound right-turn lane striping on Louise Avenue by 450 feet to enhance the traffic flow during peak hours between Harlan Road and the I-5 interchange.

Sierra Traffic completed construction of the Project. The construction costs referenced below capture all expenditures.

A.	Construction Contract Amount	\$	110,413
B.	Approved Change Order 1	\$	<u>66,401</u>
Total Construction Cost		\$	176,814

Staff requests City Council accept the public improvements constructed by Sierra Traffic. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Sierra Traffic in the amount of \$8,841 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 Sierra Traffic 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. 30246041) will be released and replaced with a one-year warranty bond (Bond No. 30246041, \$17,681) 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 acceptance, due to defective materials or workmanship in connection with the completed improvements.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SIERRA TRAFFIC MARKINGS, INC. FOR STRIPING IMPROVEMENTS, CIP PS 25-18****FISCAL IMPACT:**

The approved contract was in the amount of \$110,413. During construction, a contract change order of \$66,401 was approved for a final construction cost of \$176,814. Available funding will be carried over from Fiscal Year 2024-25 to pay for the total construction cost and close out PS 25-18.

ATTACHMENTS:

- A. Resolution to Accept Public Improvements Constructed by Sierra Traffic Markings, Inc. for Striping Improvements, CIP PS 25-18, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Striping Improvements, CIP PS 25-18

CITY MANAGER'S REPORT

PAGE 4

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SIERRA TRAFFIC MARKINGS, INC. FOR STRIPING IMPROVEMENTS, CIP PS 25-18

APPROVALS:



Angel Abarca
Assistant Engineer

7-28-2025

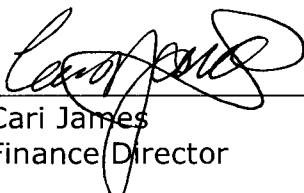
Date



Brad Taylor
City Engineer

8/4/2025

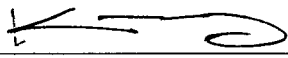
Date



Cari James
Finance Director

8/4/2025

Date



Michael King
Assistant City Manager

7-28-2025

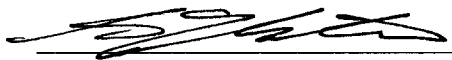
Date



Salvador Navarrete
City Attorney

7-29-2025

Date



Stephen J. Salvatore
City Manager

8-6-25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY SIERRA TRAFFIC MARKINGS, INC. FOR STRIPING IMPROVEMENTS, CIP PS 25-18, AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, THE RELEASE OF CONTRACT RETENTION, AND THE RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, Sierra Traffic Markings, Inc. (Sierra Traffic) has completed construction of Striping Improvements, Capital Improvement Project (CIP) PS 25-18 (Project); and

WHEREAS, the Project consisted of installing Green Methyl Methacrylate (MMA) striping on existing bike lanes along the frontages of Lathrop Elementary and Joseph Widmer Elementary Schools, striping improvements in front of the City Corporation Yard (Corp Yard), and restriping the center line northernmost on McKinley Avenue; and

WHEREAS, the striping of the existing pedestrian crosswalks around the EPIC Elementary School had worn and faded. Considering students were not in school, City Manager approved Change Order No. 1 to grind off the existing striping and install new yellow thermoplastic ladder crosswalks at all direct crossings to the elementary school; and

WHEREAS, Change Order No. 1 also included extending the striping of the exclusive right turn lane westbound on Louise Ave for approximately 450 feet to enhance the traffic circulation at the AM and PM peak hours from Harlan Rd to I-5 interchange; and

WHEREAS, construction of CIP PS 25-18 has been successfully completed. Staff inspected and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Sierra Traffic has submitted lien releases, confirming all sub-contractors and suppliers have been paid in full, and a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted; and

WHEREAS, the performance and payment bonds (Bond No. 30246041) will be released and replaced with a one-year warranty bond (Bond No. 30246041, \$17,681) upon City Council's acceptance of the improvements; and

WHEREAS, the approved contract was in the amount of \$110,413. During construction, a contract change order of \$66,401 was issued for a final construction cost of \$176,814; and

WHEREAS, available funding will be carried over from Fiscal Year 2024-25 to pay for the total construction cost and close out PS 25-18; and

WHEREAS, staff requests that City Council accept the public improvements constructed by Sierra Traffic for Striping Improvements, CIP PS 25-18; and

WHEREAS, staff also requests 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 Sierra Traffic in the amount of \$8,841 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 accept the public improvements constructed by Sierra Traffic for Striping Improvements, CIP PS 25-18; 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 Sierra Traffic in the amount of \$8,841 within forty-five (45) days after the recording of the Notice of Completion, and release of performance and payment bonds.

The foregoing resolution was passed and adopted this 11th day of August 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:

" 5 "

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<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)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).
4. That on the 11th day of August 2025 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Sierra Traffic Markings, Inc.
6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Sierra Traffic Markings, Inc.</u>	<u>9725 Del Road, Suite B</u>	<u>Roseville</u>	<u>CA 95747</u>
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
CIP PS 25-18 Striping Improvements

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

CITY OF LATHROP

By: _____
 Stephen J. Salvatore, City Manager Date

By: _____
 Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **August 11, 2025** by **Sierra Traffic Markings, 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 **August 11, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

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ITEM 4.20

CITY MANAGER'S REPORT

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: RATIFY CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

RECOMMENDATION: Adopt Resolution to Ratify City Manager’s Execution of Amendment No. 1 to the Agreement Between the City of Lathrop and Black Water Consulting Engineers to Provide Engineering Design Services for the McKinley Avenue Force Main Intertie, CIP WW 25-23

SUMMARY:

Staff request City Council ratify the City Manager's execution of Amendment No. 1 to the professional services agreement (PSA) with Black Water Consulting Engineers (Black Water) for the McKinley Avenue Force Main Intertie (CIP WW 25-23). The intertie will connect the Manteca Wastewater Quality Control Facility (MWQCF) and the Lathrop Consolidated Treatment Facility (LCTF), strengthening system reliability, balancing capacity, and expanding operational flexibility.

A request for proposals was issued on March 6, 2025 and produced a single qualified proposal from Black Water. On April 14, 2025, City Council established CIP WW 25-23, transferred \$925,200 from the Wastewater Connection Fee Fund 6030 for design, and approved a \$771,001 PSA covering feasibility, design, permitting, and bidding support. The City Manager executed Amendment No. 1 on August 4, 2025 to keep this critical project on schedule, which increased the contract by \$148,052, bringing the total to \$919,053.

BACKGROUND:

The City treats its wastewater at two facilities. The MWQCF serves areas primarily east of I-5, excluding the Crossroads, Gateway, and South Lathrop developments. The LCTF serves Crossroads, Gateway, South Lathrop, and all areas west of I-5.

To enhance reliability, operational flexibility, and efficiency, construction of an intertie between the two treatment systems is needed. The intertie will connect to the existing sanitary sewer force main at Vierra Road and McKinley Avenue, then extend west along Vierra Road and D'Arcy Parkway to the LCTF. On March 6, 2025, staff issued a request for proposals for engineering consulting services for the McKinley Intertie Project and received one qualified proposal from Black Water.

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23**

On April 14, 2025, City Council created CIP WW 25-23, transferred \$925,200 from the Wastewater Connection Fee Fund 6030 to the project, and approved a \$771,001 PSA with Black Water for Tasks 1-6 for feasibility assessment, basis-of-design report, detailed design, permitting, and bidding support.

Staff has established an expedited schedule to ensure this critical project is completed as quick as possible. Black Water requested, and staff accepted, Amendment No. 1 to the PSA, increasing the contract by \$148,052 to a revised total of \$919,053 and expanding the scope to meet the accelerated timeline. Staff now requests City Council ratify the City Manager's execution of this amendment.

REASON FOR RECOMMENDATION:

Ratification of Amendment No. 1 will keep the McKinley Avenue Force Main Intertie on its accelerated schedule by securing the additional \$148,052 needed for additional consultant staff resources and accelerated subconsultant efforts that were not included in the original agreement. Immediate approval prevents cost escalation or contractual complications, allows construction bidding to proceed without interruption, and ultimately enables the City to balance wastewater flows between the MWQCF and LCTF, enhancing reliability, protecting public health, and optimizing existing treatment capacity.

FISCAL IMPACT:

Amendment No. 1 raises the professional services agreement to a sum not to exceed \$919,053. The Fiscal Year 2025-26 budget already includes \$925,200 in Capital Improvement Project WW 25-23 McKinley Avenue Force Main Intertie; therefore, no budget amendment is required to ratify this amendment.

ATTACHMENTS:

- A. Resolution to Ratify City Manager's Execution of Amendment No. 1 to the Agreement Between the City of Lathrop and Black Water Consulting Engineers to Provide Engineering Design Services for the Mckinley Avenue Force Main Intertie, CIP WW 25-23
- B. Copy of fully executed Amendment No. 1 to the Agreement Between the City of Lathrop and Black Water Consulting Engineers dated April 14, 2025 to Provide Engineering Design Services for the Mckinley Avenue Force Main Intertie, CIP WW 25-23

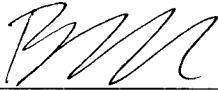
CITY MANAGER'S REPORT

PAGE 3

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

RATIFY CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

APPROVALS:



Bellal Nabizadah
Assistant Engineer

8/5/25

Date



Brad Taylor
City Engineer

8/5/2025

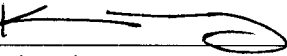
Date



Cari James
Finance Director

8/6/2025

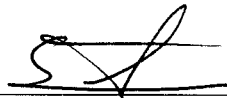
Date



Michael King
Assistant City Manager

8.5.2025

Date



Salvador Navarrete
City Attorney

8-5-2025

Date



Stephen J. Salvatore
City Manager

8.6.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY CITY MANAGER'S EXECUTION OF AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

WHEREAS, the City treats its wastewater at two facilities. The Manteca Wastewater Quality Control Facility (MWQCF) serves areas primarily east of I-5, excluding the Crossroads, Gateway, and South Lathrop developments. The Lathrop Consolidated Treatment Facility (LCTF) serves Crossroads, Gateway, South Lathrop, and all areas west of I-5; and

WHEREAS, to enhance reliability, operational flexibility, and efficiency, construction of an intertie between the two treatment systems is needed. The intertie will connect to the existing sanitary sewer force main at Vierra Road and McKinley Avenue, then extend west along Vierra Road and D'Arcy Parkway to the LCTF; and

WHEREAS, on March 6, 2025, staff issued a request for proposals for engineering consulting services for the McKinley Intertie Project and received one qualified proposal from Black Water Consulting Engineers (Black Water); and

WHEREAS, on April 14, 2025, City Council created CIP WW 25-23, transferred \$925,200 from the Wastewater Connection Fee Fund 6030 to the project, and approved a \$771,001 professional services agreement (PSA) with Black Water for Tasks 1-6 for feasibility assessment, basis-of-design report, detailed design, permitting, and bidding support; and

WHEREAS, staff has established an expedited schedule to ensure this critical project is completed as quick as possible. Black Water requested, and staff accepted, Amendment No. 1 to the PSA, increasing the contract by \$148,052 to a revised total of \$919,053 and expanding the scope to meet the accelerated timeline. Staff now request City Council ratify the City Manager's execution of this amendment; and

WHEREAS, ratification of Amendment No. 1 will keep the McKinley Avenue Force Main Intertie on its accelerated schedule by securing the additional \$148,052 needed for additional consultant staff resources and accelerated subconsultant efforts that were not included in the original agreement; and

WHEREAS, immediate approval prevents cost escalation or contractual complications, allows construction bidding to proceed without interruption, and ultimately enables the City to balance wastewater flows between the MWQCF and LCTF, enhancing reliability, protecting public health, and optimizing existing treatment capacity; and

WHEREAS, Amendment No. 1 raises the professional services agreement to a sum not to exceed \$919,053. The Fiscal Year 2025-26 budget already

includes \$925,200 in Capital Improvement Project WW 25-23 McKinley Avenue Force Main Intertie; therefore, no budget amendment is required to ratify this amendment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify City Manager's action to execute Amendment No. 1 to the agreement between the City of Lathrop and Black Water Consulting Engineers to provide engineering design services for the McKinley Avenue Force Main Intertie, CIP WW 25-23, in the amount of \$148,052.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of August 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas
City Clerk



Salvador Navarrete
City Attorney

" B "

AMENDMENT NO. 1

TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND BLACK WATER CONSULTING ENGINEERS DATED APRIL 14, 2025

TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

THIS FIRST AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between Black Water Consulting Engineers and the City of Lathrop, (hereinafter "AGREEMENT") dated for convenience this 4TH day of AUGUST 2025, is by and between Black Water Consulting Engineers ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, on April 14, 2025, CONSULTANT and CITY entered into an AGREEMENT for Professional Consulting Services to provide engineering design services for the McKinley Avenue Force Main Intertie, CIP WW 25-23, in the amount of \$771,001; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 to meet the expedited deadline which requires additional staff resources and accelerated subconsultant efforts; and

WHEREAS, CONSULTANT is willing to render such engineering services, as hereinafter defined, on the following terms and conditions.

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

AMENDMENT NO. 1 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to meet staff requested expedited deadline which requires additional CONSULTANT staff resources and accelerated subconsultant efforts in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated April 14, 2025. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

- (2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$148,052** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1.

CITY OF LATHROP – BLACK WATER CONSULTING ENGINEERS.
AMENDMENT NO. 1 FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 shall be the date set forth above, and it shall terminate no later than **June 30, 2027**. All other terms of the original **AGREEMENT** shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated April 14, 2025 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

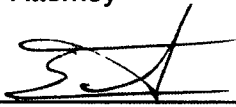
(5) Signatures

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – BLACK WATER CONSULTING ENGINEERS.
AMENDMENT NO. 1 FOR THE MCKINLEY AVENUE FORCE MAIN INTERTIE, CIP WW 25-23

Approved as to Form:

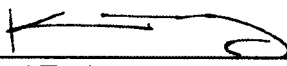
City of Lathrop
City Attorney



Salvador Navarrete Date 7.23.2025

Recommended for Approval:

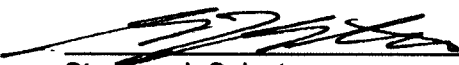
City of Lathrop
City Engineer



Brad Taylor FOR 7.24.2025 Date

Approved by:
Resolution # _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



Stephen J. Salvatore 8.4.25 Date
City Manager

Consultant:

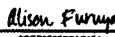
Black Water Consulting Engineers
602 Lyell Drive
Modesto, CA 95356
Fed ID # 46-1504431
Lathrop Business License # NLB-000124-2024

Signed by: 

Signature 7/22/2025 Date

Aja Verburg Vice President

Print Name and Title

Designated by: 

Signature 7/23/2025 Date

Alison Furuya Vice President

Print Name and Title

BLACK WATER

July 11, 2025

Brad Taylor, PE, TE - City Engineer
City of Lathrop
Public Works Department

(VIA:EMAIL)

Subject: McKinley Avenue Forcemain Intertie, CIP WW 25-23
Request for Agreement Amendment

Dear Mr. Taylor,

Black Water Consulting Engineers, Inc. respectfully requests a revision to the scope and associated fee for the McKinley Avenue Forcemain Intertie CIP WW 25-23. The Agreement for Professional Services, executed on April 28, 2025, authorized Black Water to perform Tasks 1 through 6 under the approved scope, excluding Tasks 5.4 and 5.5. A Notice to Proceed was issued on April 14, 2025. Subsequently, the City requested that the Final Plans, Specifications, and Estimate (PS&E) be expedited from the original October 2025 milestone to July/August 2025.

This schedule acceleration requires revisions to the scope and an increase in budget. The current scope of work includes:

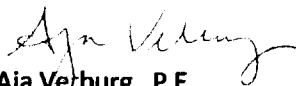
- Task 1 - Project Management and Administration
- Task 2 - Information Collection and Review
- Task 3 - Technical Memorandum
- Task 4 - Plans, Specifications, and Estimates
- Task 5 - Permitting and Environmental
- Task 6 - Bidding Assistance

To meet the expedited deadline, additional staff resources and accelerated subconsultant efforts have been required. Therefore, Black Water is requesting an additional budget of \$148,052 to complete the Final Deliverables for Tasks 1-5 and Bid Assistance Task 6, as defined in the Agreement. A revised level of effort and fee is also included for Task 6 Bidding Assistance. A detailed workplan for the expended level of effort and fee through July 4, 2025, and the estimated level of effort and fee through the deliverable date of August 8, 2025, is attached. The following summarizes the original agreement fee and additional budget request:

Authorized Agreement Fee (Task 1-6): \$771,001
Requested Amended Authorized Agreement Fee (Task 1-6): \$919,053

We appreciate the City's continued partnership and consideration of this request. Please do not hesitate to contact us should you need further details or supporting documentation.

Sincerely,


Aja Verburg, P.E.
Vice President


Edgar Torres, P.E.
Project Manager

Attachment: Estimated Revised Detailed Fee

FEE PROPOSAL

All scope items and associated fees are based on the best approximation we can make given the current level of information we have. Black Water will discuss further implications with the Client any scope or fee item shown on this Proposal.

Subcontractor work is charged at cost plus 10 percent.

Fee w/10% markup \$	238,418		
Fee w/10% markup \$	17,888		
		Authorized Agreement Fee Truck 1-6	\$771,091
		Additional Level of Effort Fee	\$148,052
		Estimated Additional Total Level of Effort Fee	\$148,052

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**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPTANCE OF ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149 FROM RIVER ISLANDS

RECOMMENDATION: Adopt Resolution to Accept Roll Tide Way and Winton Avenue in Tract 4149 from River Islands and Release of Performance and Labor & Materials Bonds

SUMMARY:

River Islands Development, LLC, River Islands Stage 2B, LLC, and Califia, LLC (collectively, "River Islands") have completed the construction of the public improvements identified in the GASB 34 Report (Attachment "C") associated with the Subdivision Improvement Agreement ("SIA") for Large Lot Final Map Tract 4149 ("Tract 4149").

Staff has inspected the improvements listed in Attachment "C", and the City Engineer has deemed them complete and in compliance with the approved plans and specifications. River Islands submitted one-year warranty bonds equal to 10% of the completed construction costs with the acceptance of the public improvements in Tract 4149 during the February 10, 2025 Council Meeting, along with lien releases for the improvements proposed for acceptance. A vicinity map of the improvements is provided in Attachment "B".

Staff recommend that City Council accept the public improvements listed in Attachment "C".

BACKGROUND:

On June 14, 2021, City Council adopted resolutions and ordinances approving the modified River Islands Phase 2 Project. The project included the certification of a subsequent Environmental Impact Report; an amendment to the General Plan Land Use Map; text revisions to the Land Use Element and Circulation Element; amendments to the West Lathrop Specific Plan and Urban Design Concept; zoning map and zoning text amendments; approval of a Preliminary Development Plan and Vesting Tentative Subdivision Map; the sixth amendment to the 2003 Development Agreement; and the Phase 2 Parks and Open Space Master Plan.

On November 14, 2022, City Council approved Tract 4149, which established 34 undevelopable parcels within the West Village District of River Islands, located on the west side of the San Joaquin River, north of the Union Pacific Railroad. In accordance with the Lathrop Municipal Code, approval of Tract 4149 included an SIA to ensure the completion of public improvements.

On February 10, 2025, City Council accepted public improvements associated with the SIA for Tract 4149. Roll Tide Way and Winton Avenue were dedicated and bonded

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149 FROM RIVER ISLANDS**

with the approval for Tract 4149 but were not accepted during the February 10, 2025 Council Meeting because of issues encountered during construction.

Staff has inspected the public improvements associated with the remaining improvements for the SIA for Tract 4149, as listed in Attachment "C", and the City Engineer has deemed them complete and in compliance with the approved plans and specifications.

The release of the bonds associated with the SIA for Tract 4149 was not authorized at the February 10, 2025 council acceptance of the improvements for Tract 4149 because Roll Tide Way and Winton Avenue were not complete. Staff confirmed the remaining improvements for Roll Tide Way and Winton Avenue are now complete and recommend Council authorize the release of the Performance and Labor & Materials bonds associated with the SIA for Tract 4149.

River Islands provided the required one-year warranty bond, equal to 10 percent of the construction cost, during the February 10, 2025 Council meeting, and has now provided lien releases for the remaining improvements proposed for acceptance. The bonds are detailed in Table 1 below.

Table 1

Tract No./Project Name	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Maintenance Bond Number/Value
Tract 4149	0799678 \$16,643,440	0799678 \$8,321,720	0799678-M \$2,324,568

REASON FOR RECOMMENDATION:

Staff has inspected the improvements listed in the GASB 34 Report, included as Attachment "C", and has confirmed that they have been completed in accordance with City specifications.

River Islands has provided lien releases and one-year maintenance bonds for the completed improvements. Staff recommends that City Council accept the public improvements listed in Attachment "C".

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149
FROM RIVER ISLANDS****FISCAL IMPACT:**

The City's maintenance costs will increase to maintain the accepted improvements. The warranty bond covers 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. The City's Service Maintenance CFD 2023-1 has been established to fund City maintenance and operating costs.

ATTACHMENTS:

- A. Resolution to Accept Roll Tide Way and Winton Avenue in Tract 4149 from River Islands and Release of Performance and Labor & Materials Bonds
- B. Vicinity Map
- C. GASB 34 Report

CITY MANAGER'S REPORT

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AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

**ACCEPTANCE OF ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149
FROM RIVER ISLANDS**

APPROVALS:



Bellal Nabizadah
Assistant Engineer

7/29/24
Date



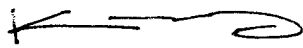
Brad Taylor
City Engineer

8/4/2025
Date



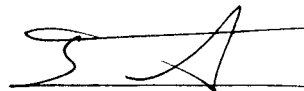
Thomas Hedegard
Deputy City Manager

8/11/2025
Date



Michael King
Assistant City Manager

7.29.2025
Date



Salvador Navarrete
City Attorney

7.30.2025
Date



Stephen J. Salvatore
City Manager

8.6.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT ROLL TIDE WAY AND WINTON AVENUE IN TRACT 4149 FROM RIVER ISLANDS AND RELEASE OF PERFORMANCE AND LABOR & MATERIALS BONDS

WHEREAS, on June 14, 2021, City Council adopted resolutions and ordinances approving the modified River Islands Phase 2 Project. The project included the certification of a subsequent Environmental Impact Report; an amendment to the General Plan Land Use Map; text revisions to the Land Use Element and Circulation Element; amendments to the West Lathrop Specific Plan and Urban Design Concept; zoning map and zoning text amendments; approval of a Preliminary Development Plan and Vesting Tentative Subdivision Map; the sixth amendment to the 2003 Development Agreement; and the Phase 2 Parks and Open Space Master Plan; and

WHEREAS, on November 14, 2022, City Council approved Tract 4149, which established 34 undevelopable parcels within the West Village District of River Islands, located on the west side of the San Joaquin River and north of the Union Pacific Railroad. In accordance with the Lathrop Municipal Code, approval of Tract 4149 included a Subdivision Improvement Agreement (SIA) to ensure the completion of public improvements; and

WHEREAS, on February 10, 2025, City Council accepted public improvements associated with the SIA for Tract 4149. Roll Tide Way and Winton Avenue were dedicated and bonded with the approval for Tract 4149 but were not accepted during the February 10, 2025 Council Meeting because of issues encountered during construction; and

WHEREAS, staff has inspected the public improvements associated with the remaining improvements for the SIA for Tract 4149, as detailed in the GASB 34 Report included as Attachment "C" to the City Manager's Report that accompanied this Resolution, and the City Engineer has deemed them complete and in compliance with the approved plans and specifications; and

WHEREAS, the release of the bonds associated with the SIA for Tract 4149 was not authorized at the February 10, 2025 council acceptance of the improvements for Tract 4149 because Roll Tide Way and Winton Avenue were not complete. Staff can confirm the remaining improvements for Roll Tide Way and Winton Avenue are now complete and recommend Council authorize the release of the Performance and Labor & Materials bonds associated with the SIA for Tract 4149; and

WHEREAS, River Islands Development, LLC, River Islands Stage 2B, LLC, and Califa, LLC (collectively, "River Islands") provided the required one-year warranty bond, equal to 10 percent of the construction cost, during the February 10, 2025 Council meeting, and has now provided lien releases for the remaining improvements proposed for acceptance. The bonds are detailed in Table 1 below; and

Table 1

Tract No./Project Name	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Maintenance Bond Number/Value
Tract 4149	0799678 \$16,643,440	0799678 \$8,321,720	0799678-M \$2,324,568

; and

WHEREAS, the City's maintenance costs will increase to maintain the accepted improvements. The warranty bond covers any repairs or replacements required due to defective materials or workmanship for the completed improvements that may become necessary during the one-year warranty period, beginning with the date of acceptance. The City's Service Maintenance CFD 2023-1 has been established to fund City maintenance and operating costs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the improvements listed in the GABS 34 Report included as Attachment "C" of the City Manager's Report that accompanied this Resolution and authorize staff to release the performance and labor & materials bonds associated with the SIA for Tract 4149.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of August 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

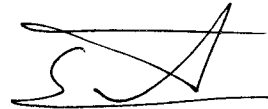
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

VILLAGE 4

VILLAGE GG

FUTURE COMMUNITY
PARK SITE

WALERA DRIVE

VILLAGE FF

ENNEKING DRIVE

RIVER ISLANDS PARKWAY

PROJECT
LIMIT

RIVER ISLANDS
HIGH SCHOOL

PROJECT
LIMIT

WINTON AVENUE

ROLL TIDE WAY

VILLAGE 3

PROJECT
LIMIT

VILLAGE 2

VILLAGE 27

VILLAGE 26

VILLAGE 28

LAKE 22

ADDISON AVENUE

VILLAGE 25

BLUE CANYON AVENUE

CALLERTON AVENUE

ATTACHMENT "B"
ROLL TIDE WAY &
WINTON AVENUE
VICINITY MAP

JULY 2025

CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)

Submitted by: _____

Date: 1/23/2025

Tract No.: River Islands - Winton Avenue & Roll Tide Way

Item	Unit	Qty	Unit Price	Amount
4.5" AC Paving	SF	142,400	\$ 2.25	\$ 320,400.00
8" Aggregate Base	SF	142,400	\$ 1.20	\$ 170,880.00
Vertical Curb and Gutter (with AB cushion)	LF	6,910	\$ 25.00	\$ 172,750.00
Median Curb (with AB cushion)	LF	3,725	\$ 30.00	\$ 111,750.00
Concrete Sidewalk	SF	75,870	\$ 6.00	\$ 455,220.00
Driveway Approach	EA	1	\$ 600.00	\$ 600.00
Handicap Ramps	EA	10	\$ 2,500.00	\$ 25,000.00
Survey Monuments	EA	11	\$ 300.00	\$ 3,300.00
Traffic Striping & Signing	LF	3,520	\$ 5.00	\$ 17,600.00
15" Storm Drain Pipe	LF	1,250	\$ 80.00	\$ 100,000.00
18" Storm Drain Pipe	LF	35	\$ 90.00	\$ 3,150.00
24" Storm Drain Pipe	LF	445	\$ 120.00	\$ 53,400.00
30" Storm Drain Pipe	LF	610	\$ 150.00	\$ 91,500.00
36" Storm Drain Pipe	LF	500	\$ 190.00	\$ 95,000.00
42" Storm Drain Pipe	LF	600	\$ 330.00	\$ 198,000.00
48" Storm Drain Pipe	LF	540	\$ 350.00	\$ 189,000.00
54" Storm Drain Pipe	LF	710	\$ 550.00	\$ 390,500.00
60" Storm Drain Pipe	LF	35	\$ 750.00	\$ 26,250.00
Catch Basins (type I inlet)	EA	12	\$ 4,500.00	\$ 54,000.00
Catch Basins (type I inlet over type I manhole base)	EA	1	\$ 6,500.00	\$ 6,500.00
Catch Basins (type I inlet over type I manhole base)	EA	6	\$ 13,000.00	\$ 78,000.00
Catch Basins (type I inlet over type I manhole base)	EA	4	\$ 18,000.00	\$ 72,000.00
Catch Basins (type C inlet)	EA	2	\$ 4,000.00	\$ 8,000.00
Catch Basins (type C inlet over type II manhole base)	EA	2	\$ 13,000.00	\$ 26,000.00
Catch Basins (type C inlet over type III manhole base)	EA	2	\$ 18,000.00	\$ 36,000.00
Manholes (type II)	EA	1	\$ 14,000.00	\$ 14,000.00
8" Sanitary Sewer Pipe	LF	240	\$ 90.00	\$ 21,600.00
18" Sanitary Sewer Pipe	LF	3,250	\$ 180.00	\$ 585,000.00
Manholes (type I)	EA	9	\$ 10,000.00	\$ 90,000.00
8" Water Line (including all appurtenances)	LF	280	\$ 80.00	\$ 22,400.00
12" Water Line (including all appurtenances)	LF	460	\$ 120.00	\$ 55,200.00
20" Water Line (including all appurtenances)	LF	3,210	\$ 230.00	\$ 738,300.00
Resilient Gate Valve	EA	13	\$ 2,600.00	\$ 33,800.00
Butterfly Valve	EA	10	\$ 12,000.00	\$ 120,000.00
Fire Hydrants	EA	13	\$ 11,000.00	\$ 143,000.00
3" Water Service	EA	2	\$ 11,000.00	\$ 22,000.00
Air Release Valve	EA	1	\$ 4,000.00	\$ 4,000.00
6" Non-Portable Water Line (including all appurtenances)	LF	75	\$ 80.00	\$ 6,000.00
8" Non-Portable Water Line (including all appurtenances)	LF	80	\$ 80.00	\$ 6,400.00
16" Non-Portable Water Line (including all appurtenances)	LF	310	\$ 150.00	\$ 46,500.00
3" Water Service	EA	2	\$ 11,000.00	\$ 22,000.00
Resilient Gate Valve	EA	2	\$ 2,600.00	\$ 5,200.00
Butterfly Valve	EA	8	\$ 7,500.00	\$ 60,000.00
Air Release Valve	EA	2	\$ 4,000.00	\$ 8,000.00
16" Recycled Water Line (including all appurtenances)	LF	1,160	\$ 170.00	\$ 197,200.00
Butterfly Valve	EA	1	\$ 7,500.00	\$ 7,500.00
Air Release Valve	EA	1	\$ 4,000.00	\$ 4,000.00
Total				\$ 4,917,000.00

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ITEM 5.1

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER GENERAL PLAN AMENDMENT NO. GPA-22-23, REZONE NO. 22-24, SPECIFIC PLAN NO. SPA-22-25, VESTING TENTATIVE SUBDIVISION MAP NO. VTM-22-27, AND WILLIAMSON ACT CANCELLATION NO. AGC-22-28 FOR THE MOSSDALE LANDING WEST PROJECT

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing;
2. Adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project;
3. Adopt a Resolution Approving a General Plan Amendment of the Subject Properties to LD, Low Density Residential, P, Park, and OS, Open Space;
4. Introduce and Conduct First Reading of an Ordinance for the Mossdale Landing West Specific Plan;
5. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment to RL-MV, Low Density Residential, P-MV, Park, and OS-MV, Open Space and Zoning Text Amendments Related to the Mossdale Landing West Project;
6. Adopt a Resolution Approving a Vesting Tentative Subdivision Map No. 4146 to Subdivide the Subject Properties into 829 Single-Family Residential Lots, a Neighborhood Park, Linear Park, Open Space Areas, and Major Roadway Improvements for the Mossdale Landing West Project; and
7. Adopt a Resolution Approving Findings Related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 on Specified Property.

SUMMARY:

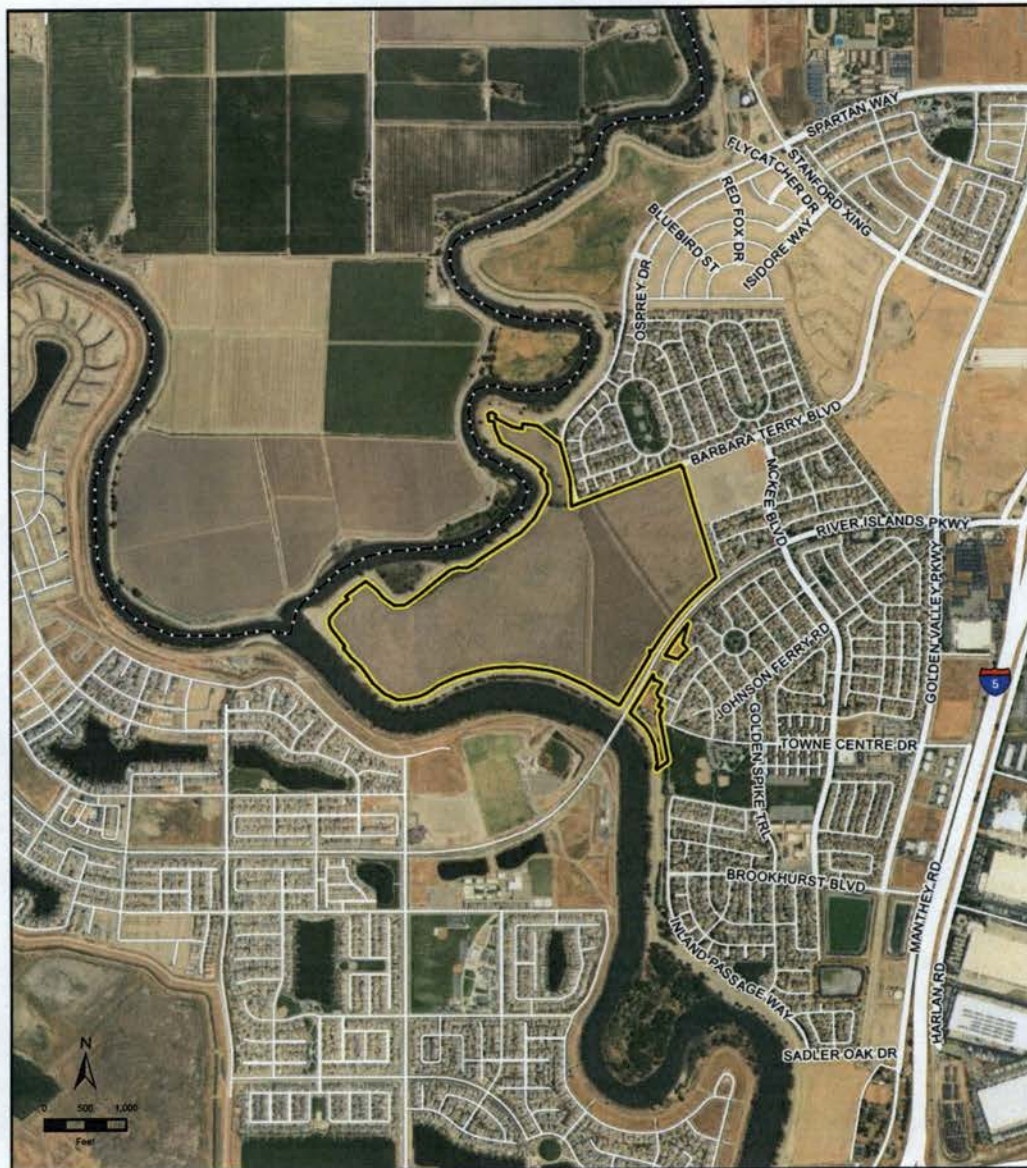
The applicant, WSBG Investments, LP, is requesting approval of the Mossdale Landing West Project and associated entitlements. The proposed project includes the subdivision of an approximately 167.42-acre development area into 829 single-family residential lots and Public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2 acres of undeveloped land. The entire Mossdale Landing West Specific Plan area is comprised of approximately 225.86 acres and includes the whole of the proposed project, including the approximately 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project. The proposed project includes Certification of a Final Environmental Impact Report (FEIR), General Plan Amendment (GPA-22-23), Rezone (REZ-22-24), Specific Plan (SPA-22-25), Vesting Tentative Subdivision Map (VTM-22-27), and Williamson Act Cancellation (AGC-22-28).

SITE DESCRIPTION:

The Project site is bounded by Barbara Terry Boulevard to the north, open space and an existing subdivision to the northeast, River Islands Parkway to the southeast, and the San Joaquin River to the west, north, and south. The Project is comprised of the following Assessor's Parcel Numbers (APNs): 191-190-74, -75, -76, -77, -78, 191-340-03, 191-610-02, -22, 191-620-50, and -59.

The majority of the project site is undeveloped and consists of primarily agricultural uses. There is a two (2) story single-family residential structure east of River Islands Parkway near the San Joaquin River, as well as approximately six (6) other structures associated with the residence, including a barn and shed structure. The Project site is generally flat and ranges in elevation from approximately 14 feet to 21 feet above sea level. The location of the Project site is illustrated in the exhibit below.

Location Map:



LEGEND
Project Location
Lathrop City Limits

LATHROP MOSSDALE LANDING WEST SPECIFIC PLAN

Figure 2.0-4. Aerial View of Project Site

**CITY MANAGERS REPORT
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MOSSDALE LANDING WEST PROJECT**

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PLANNING COMMISSION:

On July 16, 2025, the Planning Commission held a public hearing on the proposed Mossdale Landing West Project. After reviewing and considering all information provided and submitted, and after taking and considering all public testimony, the Planning Commission with a 4-0 vote adopted the following Resolutions:

- Resolution No. 25-6, recommending City Council Certification of the Final Environmental Impact Report (FEIR) (SCH# 2024030835), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project;
- Resolution No. 25-7, recommending City Council adoption of a General Plan Amendment of the Subject Properties to LD, Low Density Residential, P, Park, and OS, Open Space;
- Resolution No. 25-8, recommending City Council approval of an Ordinance for the Mossdale Landing West Specific Plan;
- Resolution No. 25-9, recommending City Council approval of an Ordinance for Zoning Map and Zoning Text Amendments relating to the Mossdale Landing West Project;
- Resolution No. 25-10, recommending City Council approval of Vesting Tentative Subdivision Map No. 4146 for the Mossdale Landing West Project; and
- Resolution No. 25-11, recommending City Council adoption of Findings Related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 on Specified Property.

The above Resolutions are attached to this Staff Report as Attachment 18. Prior to the Planning Commission Public Hearing of July 16, 2025, City staff received a comment letter from the Manteca Unified School District (MUSD). In the letter, the MUSD provided support for the Mossdale Landing West Project and referenced the project entering into a Letter of Intent (LOI) to execute a Mitigation Agreement and annex into a Community Facilities District (CFD) for the benefit of providing funding for the construction of school facilities. The MUSD comment letter, dated July 9, 2025 is attached to this Staff Report as Attachment 19.

BACKGROUND:

In 1991, the City Council adopted the City of Lathrop General Plan, which included the Mossdale Village area (Sub-Plan Area #2). In 1996, the City Council further defined the vision and implementation policies contained in the General Plan for urban development of Mossdale Village with the adoption of the West Lathrop Specific Plan (WLSP).

**CITY MANAGERS REPORT
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MOSSDALE LANDING WEST PROJECT**

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The WLSP outlined the development of two (2) distinct areas, Mossdale Village and River Islands. Mossdale Village was planned to be a predominantly residential community with a variety of low to medium density type housing.

The WLSP illustrates the Project site as part of the fourth and final stage of development in Mossdale Village. The concept behind this final stage of development was to create a "marina or river oriented" development connecting residents to the San Joaquin River. Phase 4 was to include a total of 482 low-density housing units, 173 of which would be marina housing.

A four (4) acre Village Center and four (4) acres of waterfront commercial were initially planned for this phase of development along with parks, and a 50-acre high school site which has since been constructed (Lathrop High School). Due to entitlement hurdles during environmental planning, the marina/river oriented concept was abandoned. The primary concern with a proposed marina was related to the structural integrity of the levee system running parallel to the River's edge which made any concept of developing a lake or marina type development infeasible. A more traditional land use concept was adopted with the 2022 General Plan Update for this area.

The Project Site, formerly known as the "Silveria Property" was included in the annexation of the WLSP area, but excluded from the adopted Mossdale Village Urban Design Concept. As such, the developers for the Mossdale Village area were required to construct a CMU wall along Barbara Terry Boulevard and the eastern property line of the Project site.

In 2022, the property owner submitted the Mossdale Landing West application to the City requesting various entitlements for development of the Project site, including a General Plan Amendment, Rezone, Specific Plan, Vesting Tentative Subdivision Map, and Williamson Act Cancellation.

ANALYSIS:

Project Description

The proposed project would include the construction of up to 829 residential units with associated parks, circulation, and utility improvements over six (6) phases of development as illustrated in the Vesting Tentative Subdivision Map (Attachment 14). The Mossdale Landing West Specific Plan is based upon the Mossdale Village Plan and policies presented in the West Lathrop Specific Plan (WLSP), which is consistent with the City's General Plan.

The Specific Plan includes the following acreages of land uses:

1. Approximately 146.7-acres of low-density residential uses;
2. Approximately 16.5-acres of Public designated uses that are made up of the following:
 - Approximately 4.8-acres of Linear Park;
 - Approximately 6.2-acres of Neighborhood Park;
 - Approximately 2.0-acres of parkland dedication south of River Islands Parkway (adjacent to the Mossdale Landing Community Park);
 - Approximately 2.1-acres of Open Space (including landscaped entries); and
 - Approximately 1.4-acres of levee slope easement.
3. There is also a remainder of approximately 38.2-acres of undeveloped land. The undeveloped land are areas between the levee and the San Joaquin River.

Project Objectives

The specific objectives for the Mossdale Landing West Project include the following:

- Complete neighborhoods which foster a mixture of compatibility scaled housing types on urban lots.
- A residential development that will incorporate traditional elements found throughout Central Valley communities including a hierarchy of interconnected streets, the incorporation of assorted architectural styles, tree lined thoroughfares, an emphasis on pedestrian scale and access with a nod to the agricultural traditions of the valley.
- Street patterns which are carefully configured to allow for multiple points of connectivity adjacent from neighborhoods, without encouraging traffic to create convenience and access without a private automobile.
- A network of planned walkways and bikeways which make getting outside convenient, easy, and enjoyable.
- Durable construction materials and designs suited to local conditions to contribute to the ongoing costs of the housing will be encouraged.
- Provide a range of housing opportunities to support a diverse population, lifestyles, and family groups.
- Establish a planned/zoning concept that is responsive to the market.

**CITY MANAGERS REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING
MOSSDALE LANDING WEST PROJECT**

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- Implement the Phasing Plan for logical development in line with the West Lathrop Specific Plan.
- Implement City's infrastructure Master Plans.

GENERAL PLAN AMENDMENT:

The proposed Mossdale Landing West Project includes a General Plan Amendment to the General Plan Land Use Designation Map. Currently, the Mossdale Landing West Project area has a General Plan Land Use Designations of "LD, Low Density Residential", "P, Park", and "OS, Open Space".

The proposed General Plan Amendment would modify the General Plan Map to match the land use configuration for the Mossdale Landing West Project and would maintain the land use designation of "LD, Low Density Residential" and add/expand the "P, Park", and "OS, Open Space" land use designations. The existing and proposed General Plan Land Use designation exhibit is attached to this Staff Report as Attachment 11.

Senate Bill 18

On December 13, 2023, the City sent letters to the tribes on the Native American Contact List that the City received from the Native American Heritage Commission (NAHC) pursuant to Government Code Section 65352.3 and Public Resources Code Sections 5097.9 and 5097.993. These letters notified the tribes of the proposed General Plan Amendment, and that the tribe(s) had 90-days in which to request consultation. The City received responses from Wilton Rancheria and Confederated Villages of Lisjan. The Confederated Villages of Lisjan requested a copy of the records search and to be included on notifications for the Project. The City provided a response to the tribe. The Wilton Rancheria requested consultation, and a meeting was held on January 30, 2024. During consultation, the Wilton Rancheria stated that the tribe's internal records show that the Project site is located within the historic resource. The Wilton Rancheria recommended that the tribe be part of the survey for the Cultural Study by Peak & Associates and referenced that the tribe does on-site tribal monitoring and Cultural Sensitivity (discussions with construction staff) prior to construction. The consultation was concluded on June 12, 2024. No further comments were received related to the proposed General Plan Amendment.

ZONING MAP AND CODE TEXT AMENDMENTS:

The proposed Mossdale Landing West Project includes amendments to the Zoning Map, and Zoning Code. Currently, the Mossdale Landing West Plan Area has a mix of Zoning Districts that were approved as part of the Zoning Consistency Project in 2023.

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MOSSDALE LANDING WEST PROJECT**

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The proposed Zoning Map Amendments would modify the Zoning Map to match the zoning districts for the Mossdale Landing West Project, including "RL-MV, Low Density Residential", "P-MV, Park", and "OS-MV, Open Space". The existing and proposed Zoning District exhibit is attached to this Staff Report as Attachment 12.

New Chapter 17.63, Mossdale Landing West Districts

The proposed Mossdale Landing West Project includes an amendment to the Zoning Code to add a new Chapter, Chapter 17.63, *Mossdale Landing West Districts* to implement the land uses proposed in the Mossdale Landing West Specific Plan.

The new Chapter would include the purpose, permitted uses, conditional uses, development standards, review requirements, etc. for the "RL-MV, Low Density Residential", "P-MV, Park", and "OS-MV, Open Space" Zoning Districts. The amendment to the City's Zoning Code and specifically the proposed new Chapter 17.63, *Mossdale Landing West* is attached to this Staff Report as Attachment 13.

PARKS & OPEN SPACE:

Quality parks are a vital part of the dynamic community structure. Parks are also important component of economic development and stability for a community. The proposed Mossdale Landing West Specific Plan lays out the network of the neighborhood park and trail for the Mossdale Landing West Project area.

Community and neighborhood park acreages for the Mossdale Landing West Project were used to calculate and meet the State's and Lathrop's minimum parkland dedication requirements (Quimby Act). Neighborhood Parks must be provided at a rate of two (2) acres per 1,000 population and Community Parks at three (3) acres per 1,000 population. The following table illustrates the Mossdale Landing West Project's Quimby Act Calculation.

TABLE 2.3 QUIMBY ACT CALCULATION

	STANDARD	REQUIREMENT	MOSSDALE LANDING	DIFFERENCE
Dwelling Units			829	
Population	3.65 per DU		3,026	
Community Parks (C)	3 acres/1,000	9.07 acres	7.3 acres*	-1.77 acres
Neighborhood Park (N)	2 acres/1,000	6.05 acres	6.2 acres	+0.15 acres
Total C&N PARKS	5 acres/1,000	15.12acres	13.5 acres	-1.62 acres

*For Quimby Calculation, community park acreage was determined by adding dedicated community park land (Lot C), and the lineal foot of the multi-use trail at the linear park, multiplied by the width of the trail to determine linear park acreage.

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As illustrated above, the Mossdale Landing West project will be providing 13.5 acres of parkland. However, there is a deficiency in Community Park acreage (1.77-acres). As a result, the Project will be required to pay a Park In-Lieu Fee equal to the deficiency.

Neighborhood Parks serve as an extended backyard for local residents and provide both passive and active recreation opportunities. The Mossdale Landing West Project includes one (1) 6.2-acre Neighborhood Park centrally located within the Project area. The Neighborhood Park would include a walking trail, picnic area, half basketball court, a playground, and open turf, as illustrated in Figure 3.6, *Neighborhood Park Concept Plan* in the Mossdale Landing West Specific Plan. The final design is required to be approved by the City's Parks & Recreation Commission.

Linear Parks are designed for multiple functions and purposes. They may function to connect park spaces and adjacent neighborhoods with safe non-motorized paths that can be used by individuals and families to navigate the network of trails and parks while avoiding automobile traffic. Linear Parks typically include a mixture of active and passive recreational opportunities, but with less amenities than neighborhood parks. Typical features include fitness equipment, benches, and tables. The Mossdale Landing West Project includes an approximately 4.8-acre Linear Park along the San Joaquin River. The Linear Park sits at the toe of the levee slope edge and runs parallel with the San Joaquin River. Amenities are provided along the Linear Park, particularly at the connection to the Mossdale Landing Community Park, south of River Islands Parkway.

The Linear Park adjacent to the River Islands Parkway Concept Plan are illustrated as follows (Figures 3.7 and 3.8 of the Mossdale Landing West Specific Plan):



Parks and Recreation Commission

The Parks and Recreation Commission is a 5-member commission that acts as an advisory commission to the City Council in all matters pertaining to recreation and parks. The concepts for the Neighborhood Park and Linear Park included in the Mossdale Landing West Specific Plan are required, as a Condition of Approval (Condition of Approval #93 and 95), to be approved by the Parks and Recreation Commission.

A full discussion of the Mossdale Landing West Project Parks and Open Space is included in the Mossdale Landing West Specific Plan, attached to this Staff Report as Attachment 10.

VESTING TENTATIVE SUBDIVISION MAP:

The applicant is proposing to subdivide approximately 209.9 acres of land in the Mossdale Landing West area comprised of 829 single-family residential lots, a Neighborhood Park, Linear Park, open space areas, and major roadway improvements.

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A total of 829 residential lots are being created in the Mossdale Landing West Vesting Tentative Subdivision Map. Four (4) lot sizes are proposed ranging from 3,360 sq. ft. to 5,000 sq ft. in three (3) different lot configurations as illustrated in the table on the next page. As illustrated on the Lot Size Map, there are a total of twelve (12) lots that are located south of River Islands Parkway, within the existing Mossdale Neighborhood. It is anticipated that these lots will be developed as part of the first phase of the project.

Lot Size	Lot Dimension	Number of Lots
3,360 sf	42' x 80'	54
3,570 sf	42' x 85'	50
3,375 sf	45' x 75'	142
4,000 sf	50' x 80'	144
5,000 sf	50' x 100'	439
Total		829

The Lot Size Map illustrates the anticipated locations for each lot size type:



The Vesting Tentative Subdivision Map is attached to this Staff Report as Attachment 14.

Flood Protection

All new urban development within the City must be protected from flooding. The design standards for flood protection are established on a federal level by the Federal Emergency Management Agency (FEMA) and on a state level by the Central Valley Flood Protection Board (CVFPB).

The level of flood protection that FEMA has established is protection against a 100-year event and the level of protection the CVFPB has established is protection against a 200-year flood event. Levees must meet an Urban Levee Design Criteria (ULDC) established by the CVFPB, with final certification by local land use agencies (City of Lathrop), by making an Urban Levee of Flood Protection (ULOP) finding. The proposed project is located within Zone X, Area with Reduced Risk Due to Levee. The majority of the project site is located in the 200-year floodplain. However, pursuant to the City's Municipal Code, the proposed project would be required to comply with regulations contained in Chapter 17.17, *200-Year Flood Protection*. The 200-year flood protection improvements (levee improvements) have not been constructed and the City, in coordination with the San Joaquin Area Flood Agency (SJAFA), is required to adopt Adequate Progress Findings towards providing a 200-year Urban Level of Flood Protection (ULOP) each year. The City Council adopted the Adequate Progress Findings on March 10, 2025.

PUBLIC UTILITIES AND SERVICES:

Storm Drainage

The Proposed Project includes the installation of stormwater collection and drainage infrastructure within the Project site that would connect to the City's stormwater system via existing lines along the various residential roadways adjacent to the site. The storm drain lines installed in each residential street in the Proposed Project would drain towards the main line in Marsh Road, which would cross Barabara Terry Boulevard and connect to the existing M1 Pump Station where the water would ultimately be pumped into the San Joaquin River.

A Technical Memorandum prepared by PACE Advanced Water Engineering includes stormwater modeling and a stormwater assessment for the Project. According to the Storm Drain Capacity Analysis, with the addition of the Proposed Project, the maximum allowable hydraulic grade lines (HGL) was modeled to exceed the street right-of-way (ROW) with the existing 48-inch storm drain along Marsh Road and Sheltered Cove West during a 100-year, 24-hour storm event.

To reduce HGL to be within the street ROW, upsizing the existing 48-inch storm drain along Marsh Road and Sheltered Cove West to a 54-inch pipe is recommended which would be evaluated by the design team. As such, Conditions of Approval are placed on the proposed project related to be consistent with the City's 2024 Standards and to upsize the 48-inch storm drain line with Marsh Road and Sheltered Cove to a 54-inch storm drain pipe (Condition of Approval #58). The Conditions of Approval are attached to this Staff Report as Attachment 15.

Wastewater System

The City of Lathrop consolidated its wastewater treatment facilities in 2015 with the Lathrop Consolidated Treatment Facility (LCTF). The LCTF was expanded in 2018 to an average daily dry weather flow of 2.5 million gallons per day (MGD) of treatment capacity. The LCTF is currently being expanded to the ultimate 6.2 MGD of treatment capacity.

Wastewater from the Mossdale Landing West Project will be directed via a gravity system to the existing Mossdale Pump Station, located near the northwest corner of the intersection of River Islands Parkway and McKee Boulevard. From there, it will travel via force main to be treated at the LCTF located on Christopher Way, northeast of the I-5/120 Interchange. Pursuant to Condition of Approval #65 (Public Works), adequate wastewater capacity shall be determined using the current wastewater generation factor from the City Standards and wastewater capacity shall be purchased and allocated with each Final Map, if capacity is available at the time of request.

Potable Water

As noted above, the majority of the project site is undeveloped and not served by urban water infrastructure. Upon implementation of Project conditions, water service to the Project site would be provided by the City. Currently, the City provides water service to 11,132 residential, commercial, industrial, institutional/governmental, irrigation, agricultural, and other service connections. Existing water system infrastructure exists within the vicinity of the Project site, including an 18-inch distribution pipe within River Islands Parkway; a 10-inch pipe within Barbara Terry Boulevard; and an 8- and 10-inch pipe within Village Avenue.

The project proposes to install water utility lines within the Project site that would be connected to the City's service system via existing lines along various residential roadways adjacent to the site. New water conveyance infrastructure needed for the proposed project would require trenching/excavation of earth, and placement of pipe within the trenches at specific locations, elevations, and gradients. The water system for the proposed project would be designed and constructed according to the City's Water System Master Plan.

Additionally, a *Hydraulic Evaluation for the Mossdale Landing West Development* was prepared by EKI Environment & Water in 2024 which evaluated the water system for the project. The evaluation included a 1) water supply and demand assessment, 2) a distribution system hydraulic capacity evaluation conducted using the City's hydraulic model, and 3) water system supply, storage, and pump capacity evaluations.

According to the Hydraulic Evaluation, the addition of the proposed project will not induce new deficiencies in the City's water distribution system and that the City has sufficient supply, storage, and pumping capacities to support the proposed project.

Pursuant to Condition of Approval #66 (Public Works), adequate water capacity shall be determined using the current water consumption factor from the City Standards and that water capacity shall be purchased and allocated with each Final Map, if capacity is available at the time of request.

Conditions of Approval

Staff prepared proposed Consolidated Conditions of Approval for Vesting Tentative Map No. 4146. These Conditions will serve as the basic requirements governing the development of the project and will be adopted as part of the VTM for the Mossdale Landing West Project. Following approval of the VTM, the applicant will file multiple phased final maps in substantial conformance with the VTM Conditions of Approval to accommodate the sale and development of the phases as illustrated on the VTM but must be completed within the project expiration timeframe. Each phased Final Map requires a separate action by City Staff to evaluate conformance with these conditions of approval prior to City Council action.

Final Maps and subsequent grading permits, improvements plans, and building permits will need to be approved by staff before the project can be built. Therefore, the Consolidated Conditions of Approval are organized around the various subsequent approvals that will be required. For example, there are Conditions that will need to be fulfilled "Prior to the Recordation of a Final Map", Prior to the Issuance of Grading Permit", etc.

The Consolidated Conditions of Approval were prepared in coordination with the other City Departments, including Lathrop Police Department (LPD), Lathrop-Manteca Fire District (LMFD), Public Works, Building Division, and the Finance Department. The Consolidated Conditions of Approval for the Mossdale Landing West VTM are attached to this Staff Report as Attachment 15.

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Additionally, the City routed the Project to external/outside agencies twice, in April 2022 and again in October 2024. The City received responses from the following external/outside agencies:

- Central Valley Flood Protection Board. The CVFPB recommended that the City consider the information in the Central Valley Flood Protection Plan Update and included a link to the document.
- Sierra Club. The Sierra Club raised concerns related to flood protection.
- San Joaquin Valley Air Pollution Control District (SJVAPCD). The SJVAPCD provided information on the District's various Rules and Regulations.
- Pacific Gas & Electric (PGE). PGE submitted a letter stating that the proposed improvements would not directly interfere with existing PG&E facilities or impact PG&E's easement rights

WILLIAMSON ACT CANCELLATION:

On December 26, 1972, the property owner entered into Williamson Act Contract No. 73-C1-73 on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720) which covered the entire project site. The Williamson Act (also known as the California Land Conservation Act that was established in 1965) is a contract between a private landowner and the County that restricts land to agricultural or open space uses. Parcels under contract are assessed for property tax purposes at a rate consistent with their actual use, rather than their potential market value. The minimum initial term of the contract is 10 years and the contract automatically renews each year unless a "Notice of Non-Renewal" is filed which begins the termination process over a 10-year period. Property owners can also submit a Williamson Act Contract Cancellation application to request immediate termination of the contract.

As noted above, the subject properties were annexed into the City of Lathrop with the approval and annexation of the WLSP in 1996. All existing Williamson Act Contracts, including the Williamson Act Contract No. 73-C1-73, were allowed to continue pursuant to Chapter 17.128, *Williamson Act Contracts* of the Lathrop Municipal Code (LMC).

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Pursuant to Government Code Section 51282(a) and Chapter 17.128, *Williamson Act Contracts*, the City Council may grant tentative approval for cancellation of a Williamson Act contract only if the City Council makes one of the following findings:

1. That the cancellation is consistent with the purposes of the Williamson Act; and/or
2. The cancellation is in the public interest.

On November 29, 2021, the property owner filed Notice of Non-Renewal WNR-21-162 to remove the approximately 202.25 acres from Williamson Act Contract 73-C1-73. The property owner subsequently submitted a Williamson Act Cancellation request (AGC-22-28) on February 14, 2022.

The Williamson Act Cancellation is necessary for the development of the proposed project and based upon the ability to make Finding No. 1, above. This Williamson Act Cancellation is consistent with the purposes of the Williamson Act based on the Findings below and in the City Council Resolution (Attachment 6). The Draft Tentative Certificate of Cancellation is attached to this Staff Report as Attachment 16.

Williamson Act Cancellation Findings

Cancellation of a Williamson Act Contract shall be consistent with the purposes of the Williamson Act only if the City Council makes the following findings pursuant to Government Code Section 51282(b):

1. That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245 of the Government Code.

The Property Owner has a Williamson Act Notice of Non-Renewal (WNR-21-162), recorded on November 29, 2021 (Document #2021-197093) for the real property under contract.

2. That cancellation is not likely to result in the removal of adjacent lands from agricultural use.

The proposed cancellation is for approximately 202.25 acres on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720 and is substantially surrounded by urban development. The surrounding land uses include the San Joaquin River and associated tributaries to the north, west, and south and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the north, east, and south. The closest agricultural uses are to the west, across the San Joaquin River and located within San Joaquin County jurisdiction. It is unlikely that agricultural uses would be removed as a result of the proposed cancellation due to the location and proximity to the proposed project site.

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3. That cancellation is for an alternative use which is consistent with the applicable provisions of the City or County General Plan.

As noted above, the proposed project includes the subdivision of the development area into 829 single-family residential lots consistent with the City's existing General Plan. The Project Site has a General Plan Land Use Designation of LD, Low Density Residential, P, Park, and OS, Open Space and is located within the RL-MV, Low Density Residential and P-MV, Park Zoning Districts. The proposed project includes a General Plan Amendment to modify the General Plan Land Use Map to match the land use configuration for the proposed project and would include LD, Low Density Residential, P, Park and OS, Open Space designations. As noted below, the proposed project is consistent with the Goals, Policies and Implementation Actions of the City's General Plan as listed further below in this Staff Report.

4. That cancellation will not result in discontinuous patterns of urban development.

The project site is substantially surrounded by urban development. As noted above, the surrounding land uses include the San Joaquin River and associated tributaries to the north, west, and south, and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the north, east, and south. The development of the proposed project will not result in a discontinuous pattern of urban development. The proposed development would implement the planned land uses contemplated in the West Lathrop Specific Plan (WLSP) and the City's General Plan.

5. That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

There are no proximate noncontracted land which is both available and suitable for the development of the proposed project. The project site is substantially surrounded by urban development, including Mossdale Landing, a mixed-use master planned community with largely single-family residences and the planned Ethel Allen Elementary School at the intersection of Barbara Terry Boulevard and McKee Boulevard.

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Cancellation Value and Cancellation Fees

The City Council, in accordance with Government Code Section 51282 and Chapter 17.128, *Williamson Act Contracts* of the LMC, the City Council can approve a Tentative Certificate of Cancellation with conditions and contingencies, including a cancellation fee. Before the City Council can execute a Final Certificate of Cancellation, the landowner must pay the cancellation fee and satisfy any additional conditions and/or contingencies imposed by the City Council. The Draft Tentative Certificate of Cancellation is attached to this Staff Report as Attachment 16.

The County Assessor is responsible for computing the cancellation fee for the subject property based on 12.5% of the current market value. To initiate the valuation, City Staff notified the San Joaquin County Assessor in writing of the request to cancel the entirety of Williamson Act Contract No. 73-C1-73 on September 18, 2024, pursuant to Government Code Section 51284.1. Prior to approving a Tentative Certificate of Cancellation, the City Council must certify the amount of the cancellation fee to the County Auditor.

The fee calculation by the County Assessor is provided below (received on February 21, 2025) and attached to this Staff Report as Attachment 17.

APNs: 191-190-74 and 191-190-75

As is Current Market Value	\$28,000,000
<u>12.5% Cancellation Rate</u>	<u>x .125</u>
Cancellation Fee	\$ 3,500,000

TRANSPORTATION AND CIRCULATION:

The Mossdale Landing community is currently served by existing roadways that connects to the rest of the City of Lathrop and to regional roadways and state routes/highways such as River Islands Parkway, Barbara Terry Boulevard, Spartan Way/Lathrop Road, and Interstate 5. The proposed project would extend the circulation system and expand the street network to serve the project site.

The following illustrates the proposed project's circulation system:



The street system consists of one arterial, one collector and multiple local streets (as illustrated in the exhibit above). The arterial system would extend Spartan Way south through the project site (named Street W in the VTM) and connect to Towne Centre Drive via underneath the Bradshaw's Crossing Bridge. Additionally, Spartan Way and Barbara Terry Boulevard is required to be widened and improved to City standards.

ENVIRONMENTAL REVIEW:

Serving as the Lead Agency, the City of Lathrop contracted with the professional environmental consulting firm of De Novo Planning Group to prepare an Environmental Impact Report (EIR) to examine the potentially significant environmental effects of the proposed development that could occur as a result of the implementation of the proposed project.

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The purpose of the EIR is to evaluate the potential environmental impacts associated with the adoption and implementation of the Mossdale Landing West Project. The EIR must disclose the potential environmental impacts, including impacts that cannot be avoided, growth-inducing effects, impacts found not to be significant, and significant cumulative impacts, as well as identify mitigation measures and alternatives to the proposed project that could reduce or avoid its adverse environmental impacts.

In accordance with Public Resources Code (PRC) Section 21092 and California Code of Regulations (CCR), a Notice of Preparation (NOP) was prepared and circulated on March 22, 2024 for a minimum 30-day period of public and agency comment that ended on April 22, 2024. The NOP was submitted to the State Clearinghouse, State Responsible Agencies, Other Public Agencies, and Organizations and Interested Parties. A Public Scoping Meeting was held on April 3, 2024 to present the project description to the public and interested agencies, and to receive comments from the public and interested agencies regarding the scope of the environmental analysis to be included in the Draft EIR. Concerns raised in response to the NOP were considered during preparation of the Draft EIR.

The EIR analyzed the following environmental topics: Aesthetics and Visual Resources, Agricultural Resources, Air Quality, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Greenhouse Gases, Climate Change and Energy, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Population, and Housing, Noise, Public Service and Recreation, Transportation and Circulation, and Utilities.

The City published a Notice of Availability (NOA) for the Draft EIR on January 9, 2025 inviting comment from the general public, agencies, organizations, and other interested parties. The NOA was filed with the State Clearinghouse (SCH # 2024030835) and the County Clerk, and was published in the Manteca Bulletin pursuant to the public noticing requirements of the California Environmental Quality Act (CEQA) Guidelines. Additionally, staff mailed the NOA to property owners within 300-feet of the Mossdale Landing West Project boundary and to property owners within the Park West neighborhood to the north and the neighborhood to the east of the Project site, beyond the 300 ft. requirement to notify adjacent neighborhoods. The public review period closed on February 24, 2025. The DEIR is attached to this Staff Report as Attachment 8.

Based on verbal and written comments received during the Public Review Period, the Final Environmental Impact Report (FEIR) was prepared and completed in April 2025 and is attached to this Staff Report as Attachment 9. With the completion of the FEIR for the proposed project, the project is now moving forward with public hearing review and consideration before the Planning Commission and City Council.

The two (2) completed environmental documents, consisting of the DEIR and FEIR, make up and are referred to as the project EIR.

The EIR documents have identified potentially significant effects in the environmental topics of Agricultural Resources, Biological Resources, Cultural and Tribal Resources, Hazards and Hazardous Materials, Noise, and Utilities and Service Systems.

Summary of Environmental Impacts

As described in detail in Section III of the CEQA Findings, the following significant and unavoidable impacts could occur with implementation of the Project:

Agricultural Resources – The Proposed Specific Plan Would Result in the Conversion of Farmlands, Including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance (Impact 3.2-1)

Development of the Development Area would result in the permanent conversion of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance, as shown in Figure 3.2-1 of the DEIR, to nonagricultural use.

It is noted that all land outside of the Development Area, but within the Project site, would not be converted to non-agricultural uses under the proposed project. The loss of the 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance would be a potentially significant environmental impact.

Chapter 3.40 of the Municipal Code establishes the City's Agricultural Mitigation Fee Program, which authorizes the collection of development impact fees to offset costs associated with the loss of productive agricultural lands converted for urban uses within the City. The City's agricultural fee program requires that future development pay the agricultural mitigation fee (currently \$3,523 per acre [effective March 24, 2025]) to mitigate the conversion of agricultural land to urban use. These funds are used to purchase conservation easements or deed restrictions on agricultural land to ensure that the land remains in agricultural use in perpetuity. In addition to the City's agricultural mitigation fee program, the SJMSCP requires development to pay fees on a per-acre basis for impacts to wildlife habitat and biological resources.

Mitigation Measure 3.2-1 requires participation in the City's Agricultural Mitigation Fee Program. While the implementation of this mitigation measure would assist in preserving farmland, the proposed project would still result in the permanent conversion and loss of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance within San Joaquin County.

The use of these funds to purchase conservation easements on agricultural lands to fulfill the compensatory mitigation by the Central Valley Farmland Trust is required by the City's Agricultural Mitigation Fee Program. Thus, Mitigation Measure 3.2-1 is necessary to satisfy legal obligations outside of CEQA.

The City recognizes, however, that, these measures do not create any new farmland to offset the loss of farmland attributable to the project. For this reason, the impact will remain significant and unavoidable.

Agricultural Resources – The Proposed Project has the Potential to Conflict with Existing Zoning for Agricultural Use, or Williamson Act Contracts (Impact 3.2-2)

The entire Development Area is under active Williamson Act contracts; however, notices of non-renewal have been filed for all parcels in the Development Area. Most recently, a notice of non-renewal for the northern and southeastern portions of Assessor Parcel Number (APNs) 191-190-74 and 191-190-75 (formerly APNs 191-19-010 and -720) was filed on November 29, 2021. The Williamson Act contracts have a 10-year term that is automatically renewed each year, unless the property owner requests a non-renewal or the contract is cancelled.

The Project includes a Williamson Act contract cancellation request. It is anticipated that a tentative Williamson Act cancellation will be included in the entitlement request made to the City's Planning Commission and City Council.

Pursuant to Lathrop Municipal Code Section 17.128.070, required findings specified in Government Code, Article 5, Section 51282, and where applicable, Section 21081 of the Public Resources Code, must be made. The findings will also be included in the entitlement requests made to the City's Planning Commission and City Council.

The impact of removing the property from the Williamson Act contract is taken into account when considering the impacts associated with the loss of farmland within San Joaquin County. For these reasons, implementation of the proposed Project would have a significant and unavoidable impact relative to this topic.

Agricultural Resources – Cumulative Impact on Agricultural Resources

As described previously, development of the proposed Project would result in the conversion of 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance to nonagricultural uses. Development under the proposed Project inherently involves the conversion of high-quality agricultural land. Mitigation Measure 3.2-1 requires participation in the City's Agricultural Mitigation Fee Program.

While the implementation of this mitigation measure would assist in preserving farmland, the proposed project would still result in the permanent conversion and loss of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance within San Joaquin County. Additionally, the entire Development Area falls under the Williamson Act and will require existing contracts to go through the process of cancellation. For these reasons, cumulative impacts related to agricultural resources would be significant, the proposed project's contribution to those impacts would be cumulatively considerable and significant and unavoidable.

Utilities and Service Systems – The Proposed Project would not have Sufficient Water Supplies Available to Serve the Project and Reasonably Foreseeable Future Development During Normal, Dry and Multiple Dry Years

The total projected water supplies determined to be available in normal years will meet the City's existing and planned future uses, including those associated with the Proposed Project through 2040. However, supply shortfalls of three (3) percent (450 AF) are projected to occur in 2045 for single dry years and the third and fourth years of a multiple dry year period. If supply shortfalls do occur, the City expects to meet these supply shortfalls through water demand reductions and other shortage response actions by implementing its Water Shortage Contingency Plan (WSCP), which can be enacted upon City Council declaration.

Availability of water supplies to serve the Project and reasonably foreseeable development during normal, dry and multiple dry years is not directly mitigatable, aside from preventing development altogether, as future reliability of water is uncertain. Beyond disallowing the project, there are no feasible mitigation measures for water supply that would also fulfill the objectives of and implement the Project as proposed. The impact would remain significant and unavoidable.

The CEQA Findings of Fact and Statement of Overriding Considerations for the Mossdale Landing West Project is attached to the City Council CEQA Resolution (Attachment 1) as Exhibit A.

Comments on the EIR

The City received nine (9) comment letters regarding the Draft EIR from public agencies and other parties. In accordance with CEQA Guidelines Section 15088, the Final EIR has been prepared that provides responses to those comments and concerns received in writing during the public review period from various agencies and the public. Reference to the hyperlink for the Draft and Final EIR for the proposed project is included in this Staff Report as Attachment 8 and 9, respectively.

Native American Consultation

On December 13, 2023, the City sent letters to four (4) Native American tribes that had previously requested, in writing, to be informed by the City of proposed projects per Public Resources Code Section 21080.3.1(b)(1). These letters notified the tribes that the proposed project was being addressed under CEQA and included a description of the project, the location, and the Lead Agency contact. The City received a response from the Confederated Villages of Lisjan requesting information. No tribe formally requested consultation with the City of Lathrop pursuant to AB 52.

GENERAL PLAN AND ZONING CONSISTENCY:

The Mossdale Landing West Project has been reviewed by staff for consistency with the Lathrop General Plan. The proposed project is consistent with the following General Plan Policies (consistency statements are in italics):

Policy LU-1.1 Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development, regional transportation objectives and the livability of residential neighborhoods.

The proposed project includes the development of residential uses and public uses, which would support livability of residential neighborhoods within the City of Lathrop by providing park and residential uses in an area of the City designated for residential uses.

Policy LU-1.9 Promote equitable land use patterns to ensure that all residents in neighborhoods have access to community amenities and transportation choices, and have safe places to walk and bike.

The proposed project provides public amenities which would benefit all residents in the Project vicinity, as well as future project residents. The Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along the proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W. Further, the proposed project would include community amenities, such as a linear park, neighborhood park, and open space.

Policy LU-3.1 Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit.

The Project site is designated for Low Density uses in the City's General Plan and would provide Low Density, Public and Open Space uses. While the proposed project does not include higher density uses, the Project site is also not located near major transit facilities. The Project site is in an area of the City which contains existing low density residential uses. Furthermore, as noted above, the Project includes facilities for active modes of transportation, including walking, biking, and public transit.

Policy LU-4.2 Emphasize efforts to reduce regional vehicle miles traveled (VMT) by supporting land use patterns and site designs that promote active modes of transportation, and public transit.

According to the Mossdale Landing West DEIR, the Project's VMT per capita value of 16.29 is higher than the citywide threshold of 15.44. However, the Project design reflects many features that help reduce VMT. To ensure the Project would result in a VMT per capita which is below the threshold, a decrease of 6.14 percent (or 1.01 VMT per capita) would be required for the Project. The proposed project design feature would reduce VMT for the Project by a total of 7.4 percent.

With the proposed project design features, the Project's VMT per capita would be more than 15 percent below the Citywide average for the total home-based residential VMT per capita statistic; therefore, impacts related to VMT would be less than significant.

Policy LU-5.1 Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities.

The proposed project is a new development which is compatible with surrounding and adjacent buildings and public spaces. The existing land adjacent to the Project site includes mainly residential uses. The proposed residential and public uses would be constructed in a similar form and scale as the existing residential uses within the City.

Policy LU-5.6 In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels.

The Plan Area is designated as LD, Low Density Residential by the City's General Plan Land Use Map. The proposed project will include a General Plan Amendment from LD, Low Density Residential to P, Parks, and O, Open Space. The Project site is located in an area of the City with similar surrounding land uses as the proposed project.

Policy LU-7.1 Encourage San Joaquin County to retain existing agricultural land use designations in areas outside of the Lathrop SOI.

The Project site is located within the Lathrop City Limits and would not conflict with this General Plan Policy.

Policy LU-7.2 Support the continuation of agricultural operations and activities on lands adjacent to the SOI and within the City's Area of Influence.

The Project site is located within the City Limits. While Prime Farmland which contains agricultural uses is located north of the Project site, the Project includes a buffer along the San Joaquin River. The proposed project also includes adequate measures to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses, while supporting ongoing agricultural operations in areas within and surrounding the proposed project.

Policy CIR-1.2 Complete Streets. Consider all modes of travel in planning, design, and construction of all transportation projects to create safer, more livable, and more inviting environments for pedestrians, bicyclists, motorists, and public transit users of all ages and capabilities.

The Project provides facilities and amenities which serve all modes of transportation. The Specific Plan will include bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

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Policy CIR-2.2 Improve safety conditions, efficiency, and comfort for bicyclists and pedestrians by providing shade trees and controlling traffic speeds by implementing narrow lanes or other traffic calming measures.

The Specific Plan will include bicycle and pedestrian facilities in order to improve safety for bicyclists and pedestrians. Additionally, trees will be provided throughout the site, including along proposed roadways, along sidewalks, and within the proposed park areas. Furthermore, traffic calming measures such as enhanced paving and/or colored paving at crosswalks and landscape parkway strips separating vehicle traffic from the pedestrian sidewalk may be used to help reduce traffic speeds at the intersections. All intersections and street sections would be reviewed by the City and designed to comply with typical City standards.

Policy RR-2.1 Open Space Boundaries. Maintain existing open space lands within the City by carefully considering the impact of new development in established open space areas.

PUBLIC NOTICE:

A Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public notice on July 17, 2025 to notify all property owners located within a 300 ft. radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025.

Draft project materials such as the Mossdale Landing West Specific Plan, the Vesting Tentative Subdivision Map No. 4146, the Proposed Code Text Amendment, and both the Draft and Final EIR for the Mossdale Landing West Project are available to download from the City's website at the following URL: <https://www.ci.lathrop.ca.us/planning/page/mossdale-landing-west-project>.

The majority of these documents have been available to download since January 9, 2025. City staff updated the Mossdale Landing West Project webpage when the Final EIR document became available.

RECOMMENDATION:

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

1. Adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project;
2. Adopt a Resolution Approving a General Plan Amendment of the Subject Properties to LD, Low Density Residential, P, Park, and OS, Open Space;
3. Introduce and Conduct First Reading of an Ordinance for the Mossdale Landing West Specific Plan;
4. Introduce and Conduct First Reading of an Ordinance for Zoning Map Amendment to RL-MV, Low Density Residential, P-MV, Park, and OS-MV, Open Space and Zoning Text Amendment related to the Mossdale Landing West Project;
5. Adopt a Resolution Approving a Vesting Tentative Subdivision Map No. 4146 to Subdivide the Subject Properties into 829 single-family residential lots, a neighborhood park, linear park, open space areas, and major roadway improvements for the Mossdale Landing West Project; and
6. Adopt a Resolution Approving Findings Related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 on Specified Property.

FISCAL IMPACT:

All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

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ATTACHMENTS:

1. Resolution Certifying the Mossdale Landing West FEIR (SCH# 2024030835), with CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Measures/Monitoring Plan
 - a. Exhibit A, CEQA Findings of Fact and Statement of Overriding Considerations
2. Resolution Approving a General Plan Amendment of the Subject Properties to LD, Low Density Residential, P, Park, and OS, Open Space
3. Ordinance Adopting the Mossdale Landing West Specific Plan
4. Ordinance Adopting Amendments to the Zoning Map and Zoning Text Amendments related to the Mossdale Landing West Project
5. Resolution Approving Vesting Tentative Subdivision Map No. 4146
6. Resolution Approving Findings related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 on Specified Property
7. Vicinity Map
8. Mossdale Landing West Draft EIR, dated January 2025
9. Mossdale Landing West Final EIR, dated April 2025
10. Mossdale Landing West Specific Plan, dated December 16, 2024
11. Existing and Proposed General Plan Land Use Designations
12. Existing and Proposed Zoning Districts
13. Proposed Code Text Amendment, New Chapter 17.63, Mossdale Landing West Zoning Districts
14. Vesting Tentative Subdivision Map No. 4146, dated December 18, 2024
15. Consolidated Conditions of Approval for VTM No. 4146, dated July 16, 2025, including the Mossdale Landing West Mitigation Monitoring and Reporting Program
16. Draft Tentative Certificate of Cancellation of Williamson Act Number 73-C1-73
 - a. Exhibit A, Legal Description of the Property
17. Assessor's Valuation of Cancellation of Williamson Act Number 73-C1-73
18. Planning Commission Resolution Nos. 25-6, 25-7, 25-8, 25-9, 25-10, 25-11
19. Manteca Unified School District (MUSD) Comment Letter, dated July 9, 2025

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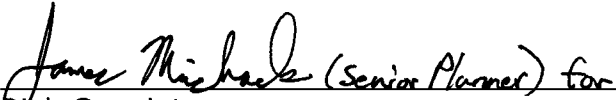
APPROVALS:



David Niskanen
Contract Planner

7/28/2025

Date



Rick Caguiat
Community Development Director

7/28/2025

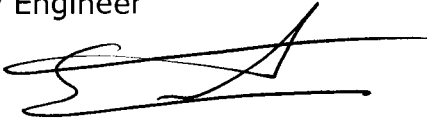
Date



Brad Taylor
City Engineer

8/4/2025

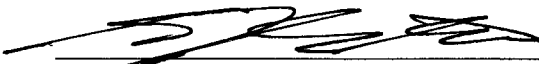
Date



Salvador Navarrete
City Attorney

7.29.2025

Date



Stephen J. Salvatore
City Manager

8.5.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2024030835), CEQA FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION MEASURES/MONITORING PLAN FOR THE MOSSDALE LANDING WEST PROJECT (FILE NO. GPA-22-23, REZ-22-24, SPA-22-25, VTM-22-27, AND AGC-22-28)

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, on December 13, 2023, the City sent letters to the tribes on the Native American Contact list that the City received from the Native American Heritage Commission pursuant to Public Resources Code Section 21080.3.1. The letters notified the tribes that the project was being addressed under CEQA and included a description of the project, location, and Lead Agency contact. The City received a response from the Confederated Villages of Lisjan requesting information. No tribe formally requested consultation with the City pursuant to AB52; and

WHEREAS, a Notice of Preparation of the Mossdale Landing West Project was mailed to all responsible agencies and submitted to the State Clearinghouse on March 22, 2024, pursuant to Public Resources Code Section 21080.4 and CEQA Guidelines Section 15082; and

WHEREAS, the Draft Environmental Impact Report (DEIR) for the Mossdale Landing West Project was prepared in accordance with Public resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq.; and

WHEREAS, in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated for a 45-day public review period the DEIR for the Mosssdale Landing West Project, beginning on January 9, 2025 and ending on February 24, 2025, that evaluated potential environmental effects of the proposed Mosssdale Landing West Project; and

WHEREAS, Notice of Completion was given in accordance with CEQA Guidelines Section 15085 inviting comments on the DEIR; and

WHEREAS, the City of Lathrop received nine (9) written comments on the DEIR and responses to those comments were prepared in the form of the Final Environmental Impact Report (FEIR) and circulated the proposed responses to comments to public agencies and interested parties submitting comments on the DEIR; and

WHEREAS, pursuant to Public Resources Code Section 21082.5, the City of Lathrop provided notice regarding the availability of the FEIR and circulated the proposed responses to comments to public agencies and interested parties submitting comments on the DEIR; and

WHEREAS, the City Council has independently reviewed and analyzed the Final Environmental Impact Report for the Mosssdale Landing West Project and considered the information contained therein and all comments, written and oral, received at the public hearing on the FEIR prior to approving this Resolution; and

WHEREAS, the City Council reviewed the FEIR prepared for the Mosssdale Landing West Project, City Staff Reports pertaining to the DEIR and FEIR, and all evidence received at the duly noticed Public Hearing. All these documents and evidence herein incorporated by reference into this Resolution; and

WHEREAS, the FEIR identified certain significant and potentially significant adverse effects on the environment caused by the Mosssdale Landing West Project. It is the intent of the City Council that the mitigation measures contained in the EIR are implementation measures for the development of the Mosssdale Landing West Project; and

WHEREAS, the City is required whenever possible, pursuant to CEQA, to adopt all feasible measures or feasible project alternatives that can substantially lessen or avoid any significant effects. A Mitigation Monitoring Reporting Program (MMRP) has been prepared for the Mosssdale Landing West Project; and

WHEREAS, the City is required, when approving a project for which an EIR has been prepared to 1) make findings with regard to the disposition of each significant impact, and if significant unavoidable impacts remain after mitigation, to 2) identify overriding considerations explaining why the City will continue to move ahead with the project; and

WHEREAS, the City Council desires, in accordance with CEQA, to declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social and other considerations for approving the Mossdale Landing West Project, that the City Council believes justify the occurrence of those impacts; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan (MMRP) prepared for the Mossdale Landing West Project and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-6 recommending City Council certification of the FEIR; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lathrop based on findings included herein, and based on substantial evidence in the administrative record of proceedings, hereby certify the Final Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mossdale Landing West Project, as referenced in the City Council Staff Report as Attachments 8 & 9, including the "CEQA Findings of Fact and Statement of Overriding Considerations", as referenced as Exhibit A to this Resolution, and subject to the "Mitigation Monitoring Reporting Program" (MMRP), as referenced in the City Council Staff Report as Attachment 9 (FEIR) and Attachment 15 (Consolidated Conditions of Approval), incorporated by reference herein.

The foregoing resolution was passed and adopted this 11th day of August 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

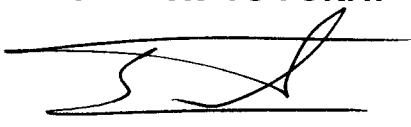
SIGNED:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Exhibit A

CEQA Findings of Fact and Statement of Overriding Considerations
and Mitigation Measures

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE

MOSSDALE LANDING WEST SPECIFIC PLAN

APRIL 2025

Prepared for:

City of Lathrop, Community Development Department
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7260

Prepared by:

De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762
(916) 580-9818

D e N o v o P l a n n i n g G r o u p

A Land Use Planning, Design, and Environmental Firm

FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE

MOSSDALE LANDING WEST SPECIFIC PLAN

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FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

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CEQA FINDINGS

FINDINGS FOR THE MOSSDALE LANDING WEST SPECIFIC PLAN REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (Public Resources Code, § 21000 et seq.)

I. INTRODUCTION

The California Environmental Quality Act (CEQA) (Public Resources Code, § 21000 et seq.) requires the City of Lathrop (City), as the CEQA lead agency, to: 1) make written findings when it approves a project for which an environmental impact report (EIR) was certified, and 2) identify overriding considerations for significant and unavoidable impacts identified in the EIR. (Pub. Resources Code, § 21081.)

This document explains the City's findings regarding the significant and potentially significant impacts identified in the environmental impact report (EIR) prepared for the Mossdale Landing West Specific Plan (Specific Plan or Project) and the City decision-makers' ultimate determinations of the feasibility of the project alternatives considered in the EIR. The statement of overriding considerations in Section VII, below, identifies the economic, social, technical, and other benefits of the Project that the City decision-makers have determined should override any significant environmental impacts that would result from the Project.

As required under CEQA, the Final EIR describes the Project, adverse environmental impacts of the Project, and mitigation measures and alternatives that would substantially reduce or avoid those impacts. The information and conclusions contained in the EIR reflect the City's independent judgment.

The Final EIR (which includes the Draft EIR, comments, responses to comments, and revisions to the Draft EIR) for the Project, examined the proposed Project and three alternatives to the Project including: (1) No Project (No Build) Alternative; (2) Increased Density Alternative; and (3) Lower Density Alternative.

The Findings and Statement of Overriding Considerations are presented for adoption by the City Council, as the City's findings under CEQA and the CEQA Guidelines (Cal. Code Regs., title 14, § 15000 et seq.) relating to the Project. The Findings provide the written analysis, substantial evidence, and conclusions of this City Council regarding the Project's environmental impacts, mitigation measures, and alternatives to the Project, as well as the overriding considerations, which in this City Council's view, justify approval of the Project, despite its environmental effects.



II. GENERAL FINDINGS AND OVERVIEW

Project Overview

The Project site includes two distinct planning boundaries defined below. The following terms are used throughout this Draft EIR to describe the planning boundaries within the Project site:

- **Mossdale Landing West Specific Plan Area (Specific Plan Area, Plan Area, or Project site)** – totals 225.86 acres and includes the whole of the Project, including the proposed 167.42-acre Development Area, and land along the San Joaquin River (which would not be developed as part of the proposed Project).
- **Development Area** – includes 167.42 acres that is intended for development.

The Specific Plan Area is comprised of the following APNs:

- 191-190-74;
- 191-190-75;
- 191-190-76;
- 191-190-77;
- 191-190-78;
- 191-340-03;
- 191-610-02;
- 191-610-22;
- 191-620-50; and
- 191-620-59.

The majority of the Plan Area is currently undeveloped. There is a two-story single-family residential structure east of River Islands Parkway near the San Joaquin River. There are approximately six other structures associated with the residence, such as a barn structure and shed structures. Surrounding land uses include the San Joaquin River and associated tributaries to the north, west, and south, vacant agricultural land San Joaquin County to the north and west, Mossdale Landing, a mixed use master planned community with largely single-family residences in the Project vicinity to the east, and single-family residential uses to the west and south.

The Mossdale Landing West Specific Plan would include the construction and associated operation of up to 912 residential units with associated park, circulation, and utility improvements over five phases. The Mossdale Landing West Specific Plan is based upon the Mossdale Village plan and policies presented in the West Lathrop Specific Plan (WLSP), which is consistent with the City of Lathrop's General Plan.

The underlying purpose of the proposed Project is the approval and subsequent implementation of the Specific Plan as a means of increasing the housing supply in San Joaquin County and the State of California.

Refer to EIR Chapter 2.0, Project Description, for a more complete description of the details of the proposed Project.

CEQA FINDINGS

PROCEDURAL BACKGROUND

Notice of Preparation Public Circulation: The City of Lathrop circulated a NOP of an EIR for the proposed Project on March 22, 2024 to State Clearinghouse, State Responsible Agencies, State Trustee Agencies, Other Public Agencies, and Organizations and Interested Persons. A public scoping meeting was held on April 3, 2024 to present the project description to the public and interested agencies, and to receive comments from the public and interested agencies regarding the scope of the environmental analysis to be included in the Draft EIR. Concerns raised in response to the NOP were considered during preparation of the Draft EIR. The IS and NOP comments are presented in Appendix A of the Draft EIR. The commenters are provided below.

- California Department of Conservation (April 17, 2024);
- California Department of Transportation (April 22, 2024);
- Central Valley Regional Water Quality Control Board (April 22, 2024);
- Native American Heritage Commission (March 25, 2024);
- Pacific Gas and Electric Company (March 27, 2024);
- Pacific Gas and Electric Company (May 8, 2024);
- San Joaquin Council of Governments, Inc. (March 27, 2024);
- San Joaquin County Environmental Health Department (April 8, 2024); and
- San Joaquin Valley Air Pollution Control District (April 24, 2024).

Notice of Availability and Draft EIR: The City published a public Notice of Availability (NOA) for the Draft EIR on January 9, 2025 inviting comment from the general public, agencies, organizations, and other interested parties. The NOA was filed with the State Clearinghouse (SCH # 2024030835) and the County Clerk, and was published in a local newspaper pursuant to the public noticing requirements of CEQA. The Draft EIR was available for public review and comment from January 9, 2025 through February 24, 2025.

The Draft EIR contains a description of the Project, description of the environmental setting, identification of Project impacts, and mitigation measures for impacts found to be significant, as well as an analysis of Project alternatives, identification of significant irreversible environmental changes, growth-inducing impacts, and cumulative impacts. The Draft EIR identifies issues determined to have no impact or a less-than-significant impact, and provides detailed analysis of potentially significant and significant impacts. Comments received in response to the NOP were considered in preparing the analysis in the Draft EIR.

Final EIR: During the Draft EIR comment period, the City received eight comment letters regarding the Draft EIR from public agencies and other parties. In accordance with CEQA Guidelines Section 15088, the Final EIR responds to the comments received during the public review periods for the Draft EIR. The Final EIR also contains minor edits to the Draft EIR, which are included in Chapter 3.0, Errata.

The commenters are provided below.

- California Department of Conservation (February 4, 2025);

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- California Department of Transportation (February 20, 2025);
- Manteca Unified School District (February 6, 2025);
- Pacific Gas and Electric Company (January 13, 2025);
- Resident (February 20, 2025);
- San Joaquin Council of Governments, Inc. (January 14, 2025);
- San Joaquin County Environmental Health Department (January 22, 2025); and
- Pacific Gas and Electric Company (February 27, 2025).

The comments received did not provide evidence of any new significant impacts or “significant new information” that would require recirculation of the Draft EIR pursuant to CEQA Guidelines Section 15088.5.

RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City’s findings and determinations consists of the following documents and testimony, at a minimum:

- The NOP, comments received on the NOP, and all other public notices issued by the City in relation to the Project (e.g., NOA).
- The Draft EIR, and Final EIR, including comment letters, and technical materials cited in the documents.
- All non-draft and/or non-confidential reports and memoranda prepared by the City and consultants in relation to the EIR.
- Minutes and transcripts of the discussions regarding the Project and/or Project components at public hearings held by the City.
- Staff reports associated with City Council meetings on the Project.
- Those categories of materials identified in Public Resources Code § 21167.6(e).

The City Clerk is the custodian of the administrative record. The documents and materials that constitute the administrative record are available for review at the City of Lathrop, Community Development Department, 390 Towne Centre Drive, Lathrop, CA 95330 or online at:

<https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

FINDINGS REQUIRED UNDER CEQA

Public Resources Code § 21002 provides that “public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]” Further, the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” (*Id.*) Section 21002 also provides that “in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.”

CEQA FINDINGS

The mandate and principles established by the Legislature in Public Resources Code § 21002 are implemented, in part, through the requirement in Public Resources Code § 21081 that agencies must adopt findings before approving projects for which an EIR is required.

CEQA Guidelines § 15091 provides the following direction regarding findings:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
 - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

(See also Public Resources Code, § 21081, subd. (a)(1)-(3).)

As defined by CEQA, “feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. (Pub. Resources Code, § 21061.1; see also CEQA Guidelines, § 15126.6(f)(1) [determining the feasibility of alternatives].) The concept of “feasibility” also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. (See *Association of Irrigated Residents v. County of Madera* (2003) 107 Cal.App.4th 1383, 1400 [court upholds findings rejecting a “reduced herd” alternative to a proposed dairy as infeasible because the alternative failed to meet the “fundamental objective” of the project to produce milk]; *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1506-1508 [agency decision-makers, in rejecting alternatives as infeasible, appropriately relied on project objective articulated by project applicant].) Moreover, “‘feasibility’ under CEQA encompasses ‘desirability’ to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.” (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417; see also *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1001-1002.)

With respect to a project for which significant impacts cannot be feasibly avoided or substantially lessened, a public agency may nevertheless approve the project if the agency first adopts a

CEQA FINDINGS

statement of overriding considerations setting forth the specific reasons that the project's benefits outweigh its significant unavoidable adverse environmental effects. (Pub. Resources Code, §§ 21001, 21002.1(c), 21081(b).)

CEQA Guidelines § 15093 provides the following direction regarding a statement of overriding considerations:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to § 15091.

MITIGATION MONITORING PROGRAM

A Mitigation Monitoring Program has been prepared for the Project and, if the Project is approved, will be adopted concurrently with these Findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1).) The City will use the Mitigation Monitoring Program to track compliance with Project mitigation measures.

CONSIDERATION OF THE ENVIRONMENTAL IMPACT REPORT

In adopting these Findings, this City Council finds that the Final EIR was presented to this City Council, the decision-making body of the lead agency, which reviewed and considered the information in the Final EIR prior to approving the Project. By these findings, this City Council ratifies, adopts, and incorporates the analysis, explanation, findings, responses to comments, and conclusions of the Final EIR. The City Council finds that the Final EIR was completed in compliance with CEQA. The Final EIR represents the independent judgment of the City.

SEVERABILITY

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

III. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

A. AGRICULTURAL RESOURCES

1. IMPACT 3.2-1: THE PROPOSED SPECIFIC PLAN WOULD RESULT IN THE CONVERSION OF FARMLANDS, INCLUDING PRIME FARMLAND, UNIQUE FARMLAND, AND FARMLAND OF STATEWIDE IMPORTANCE, AS SHOWN ON THE MAPS PREPARED PURSUANT TO THE FARMLAND MAPPING AND MONITORING PROGRAM OF THE CALIFORNIA RESOURCES AGENCY, TO NON-AGRICULTURAL USES.

- (a) Potential Impact. The potential for the Project to result in the conversion of Farmlands, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses is discussed on pages 3.2-13 through 3.2-17 of the Draft EIR.

- (b) Mitigation Measures. 3.2-1.

- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

- (1) Remaining Impacts. Development of the Development Area would result in the permanent conversion of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance, as shown on Figure 3.2-1, to nonagricultural use. It is noted that all land outside of the Development Area, but within the Project site, would not be converted to non-agricultural uses under the proposed Project. The loss of the 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance would be a potentially significant environmental impact.

Chapter 3.40 of the Municipal Code establishes the City's Agricultural Mitigation Fee Program, which authorizes the collection of development impact fees to offset costs associated with the loss of productive agricultural lands converted for urban uses within the City. The City's agricultural mitigation fee program requires that future

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development pay the agricultural mitigation fee, currently \$3,523 per acre¹, to mitigate the conversion of agricultural land to urban use. The City will use these funds to purchase conservation easements or deed restrictions on agricultural land to ensure that the land remains in agricultural use in perpetuity. In addition to the City's agricultural mitigation fee program, the SJMSCP requires development to pay fees on a per-acre basis for impacts to agricultural lands that function as habitat for biological resources.

Mitigation Measure 3.2-1 requires participation in the City's Agricultural Mitigation Fee Program. While the implementation of this mitigation measure would assist in preserving farmland, the proposed Project would still result in the permanent conversion and loss of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance within San Joaquin County. The use of these funds to purchase conservation easements on agricultural lands to fulfill the compensatory mitigation by the Central Valley Farmland Trust is required by the City's Agricultural Mitigation Fee Program. Thus, Mitigation Measure 3.2-1 is necessary to satisfy legal obligations originating outside of CEQA. The City recognizes, however, that, as the court explained in the King decision, these measures do not create any new farmland to offset the loss of farmland attributable to the Project. For this reason, Impact 3.2-1 will remain significant and unavoidable after mitigation.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
 - (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with impacts to Important Farmland, as more fully stated in the Statement of Overriding Considerations in Section VII, below.
2. IMPACT 3.2-2: THE PROPOSED PROJECT HAS THE POTENTIAL TO CONFLICT WITH EXISTING ZONING FOR AGRICULTURAL USE, OR WILLIAMSON ACT CONTRACTS.
 - (a) Potential Impact. The potential for the Project to conflict with existing zoning for agricultural use, or Williamson Act Contracts is discussed on pages 3.2-17 and 3.2-18 of the Draft EIR and determined to be significant.

¹ City of Lathrop. *Capital Facilities Fee Schedule*, effective August 26, 2024.

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- (b) Mitigation Measures. None feasible.
- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

- (1) Remaining Impacts. The entire Development Area is under active Williamson Act contracts; however, notices of non-renewal have been filed for all parcels in the Development Area. Most recently, a notice of non-renewal for the northern and southeastern portions of Assessor Parcel Number (APNs) 191-190-74 and 191-190-75 (formerly APNs 191-19-010 and -720) was filed on November 29, 2021. The Williamson Act contracts have a 10-year term that is automatically renewed each year, unless the property owner requests a non-renewal or the contract is cancelled. As of April 2025, the Williamson Act cancellation request filed for the northern and southeastern portions of APNs 191-190-74 and 191-190-75 (formerly APNs 191-19-010 and -720) on November 29, 2021 has not been approved.

The Project includes a Williamson Act contract cancellation request. It is anticipated that a tentative Williamson Act cancellation will be included in the entitlement requests made to the City's Planning Commission and City Council. Pursuant to Lathrop Municipal Code Section 17.1280.070, required findings specified in Government Code, Article 5, Section 51282, and where applicable, in Section 21081 of the Public Resources Code, must be made. The findings will also be included in the entitlement requests made to the City's Planning Commission and City Council.

The impact of removing the property from the Williamson Act contract is taken into account when considering the impacts associated with the loss of farmland within San Joaquin County. For these reasons, implementation of the proposed Project would have a significant and unavoidable impact relative to this topic.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with impacts to Williamson Act contracts, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

3. IMPACT 4.5: CUMULATIVE IMPACT ON AGRICULTURAL RESOURCES.

- (a) Potential Impact. The potential for the Project to have a cumulative impact on the agricultural resources is discussed on pages 4.0-8 and 4.0-9 of the Draft EIR.

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- (b) Mitigation Measures. None feasible.
- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

- (1) Remaining Impacts. As described previously, development of the proposed Project would result in a conversion of 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance to nonagricultural uses. Development under the proposed Project inherently involves the conversion of high-quality agricultural land. Mitigation Measure 3.2-1 requires participation in the City's Agricultural Mitigation Fee Program. While the implementation of this mitigation measure would assist in preserving farmland, the proposed Project would still result in the permanent conversion and loss of approximately 137.08 acres of Prime Farmland and 19.88 acres of Farmland of Statewide Importance within San Joaquin County.

Additionally, the entire Plan Area falls under the Williamson Act and will require existing contracts to go through the process of cancellation and non-renewal. The Williamson Act cancellation process cannot occur until after the properties are annexed to the City of Lathrop. For these reasons, cumulative impacts related to agricultural resources would be significant, and the proposed Project's contribution to those impacts would be cumulatively considerable and significant and unavoidable.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project associated with cumulative impacts to agricultural resources, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

B. UTILITIES AND SERVICE SYSTEMS

- 1. IMPACT 3.14-2: THE PROPOSED PROJECT WOULD NOT HAVE SUFFICIENT WATER SUPPLIES AVAILABLE TO SERVE THE PROJECT AND REASONABLY FORESEEABLE FUTURE DEVELOPMENT DURING NORMAL, DRY AND MULTIPLE DRY YEARS.
 - (a) Potential Impact. The potential for the Project to have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years is discussed on page 3.14-14 through 3.14-18 of the Draft EIR.
 - (b) Mitigation Measures. None feasible.

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- (c) Findings. Based upon the EIR and the entire record before this City Council, this City Council finds that:

- (1) Remaining Impacts. The total projected water supplies determined to be available in normal years will meet the City's existing and planned future uses, including those associated with the Proposed Project through 2040. However, supply shortfalls of three percent (450 AF) are projected to occur in 2045 for single dry years and the third and fourth years of a multiple dry year period. If supply shortfalls do occur, the City expects to meet these supply shortfalls through water demand reductions and other shortage response actions by implementing its Water Shortage Contingency Plan (WSCP), which can be enacted upon City Council declaration.

The technical analyses shows that the total projected water supplies determined to be available for the proposed Project during normal, single dry, and multiple dry years through 2040 will meet the projected water demand associated with the proposed Project, in addition to existing and planned future uses. However, supply shortfalls of three percent (450 AF) are projected to occur in 2045 for single dry years and the third and fourth years of a multiple dry year period. It should be noted that similar to Project conditions, under existing conditions (i.e., without Project implementation), the 2020 UWMP projects that the City will experience supply shortfalls (314 AF or two percent) in 2045 during single dry years and third and fourth years of a multiple dry year period. If supply shortfalls do occur, the City expects to meet these supply shortfalls through water demand reductions and other shortage response actions by implementing its WSCP, in addition to a number of strategies and actions to minimize the potential for water supply shortfalls. Nevertheless, as there would be a projected supply shortfall in 2045 for single dry years and the third and fourth years of a multiple dry year period, this is a potentially significant impact.

Availability of water supplies to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years is not directly mitigable, aside from preventing development altogether, as future reliability of water is uncertain. Beyond disallowing the project, there are no feasible mitigation measures for water supply that would also fulfill the objectives of and implement the Project as proposed. The impact would remain significant and unavoidable.

- (2) Changes or alterations have been required in, or incorporated into, the proposed project that avoid or substantially lessen the significant environmental effect, as identified in the Final EIR. To the extent that this significant adverse impact will not be substantially lessened or avoided, the City Council finds that specific economic, social, policy-based, and other considerations identified in the Statement of Overriding Considerations support approval of the project.
- (3) Overriding Considerations. The environmental, economic, social and other benefits of the Project override any remaining significant adverse impact of the Project

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associated with impacts to water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years, as more fully stated in the Statement of Overriding Considerations in Section VII, below.

IV. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT IMPACTS WHICH ARE MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

A. BIOLOGICAL RESOURCES

1. IMPACT 3.4-1: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS INVERTEBRATE SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF AN ANIMAL COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.

- (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status invertebrate species is discussed on page 3.4-30 through 3.4-34 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.4-1 and 3.4-2.
- (c) Findings. According to the California Natural Diversity Database (CNDDB), there are 11 special-status invertebrates that are documented within the nine-quadrangle Project region, including: California linderiella (*Linderiella occidentalis*), crotch bumble bee (*Bombus crotchii*), conservancy fairy shrimp (*Branchinecta conservation*), molestan blister beetle (*Lytta molesta*), Sacramento anthicid beetle (*Anthicus sacramento*), San Joaquin Valley giant flower-loving fly (*Rhaphiomidas trochilus*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardii*), western ridged mussel (*Gonidea angulate*), and western bumble bee (*Bombus occidentalis*). As noted in Table 3.4-4, five of these are covered species under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP).

The site does not contain suitable habitat for the majority of the non-SJMSCP-covered special-status invertebrate species. The only non-covered invertebrates that could potentially occur onsite are special-status bumble bees.

Potential habitat for crotch bumble bee (*Bombus crotchii*) is found on-site. This species is not covered under the SJMSCP. Additionally, potential habitat for valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) is found on-site. This species is covered under the SJMSCP. Mitigation Measure 3.4-1 requires a preconstruction survey

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for special-status bumble bees and avoidance and mitigation measures should bumble bees be found. Additionally, Mitigation Measure 3.4-2 requires the Project proponent to obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special-status species, including valley elderberry longhorn beetle. Coverage involves compensation for habitat impacts on covered species through implementation of incidental take and minimization measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered special-status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity.

With implementation of these mitigation measures, the proposed Project would have a less than significant impact on special-status invertebrate species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of an invertebrate community, or a drop in population levels below self-sustaining levels.

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.4-1 and 3.4-2 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status invertebrate species will be mitigated to a less than significant level.

2. IMPACT 3.4-2: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS REPTILE AND AMPHIBIAN SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF A REPTILE OR AMPHIBIAN COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.

- (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status amphibian and reptile species is discussed on pages 3.4-34 through 3.4-38 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.4-2 and 3.4-3.
- (c) Findings. According to the CNDDDB, there are nine special-status amphibian and reptile species that are documented within the nine-quadrangle Project region, the: California glossy snake (*Arizona elegans occidentalis*), western pond turtle (*Emys marmorata*), San Joaquin coachwhip (*Masticophis flagellum ruddocki*), giant gartersnake (*Thamnophis gigas*), coast horned lizard (*Phrynosoma blainvillii*), California tiger salamander (*Ambystoma californiense* [*A. tigrinum* c.]), foothill yellow-legged frog (*Rana boylei*), California red-legged frog (*Rana aurora draytoni*), and western spadefoot (*Spea hammondi*). As noted in Table 3.4-4, all the amphibians are covered species under the

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SJMSCP. Three of the five reptiles are covered species under the SJMSCP. Coast horned lizard and California glossy snake are not covered by the SJMSCP.

Habitat for western pond turtle (*Emys marmorata*), giant gartersnake (*Thamnophis gigas*), coast horned lizard (*Phrynosoma blainvillii*), California tiger salamander (*Ambystoma californiense* [*A. tigrinum c.*]), foothill yellow-legged frog (*Rana boylei*), California red-legged frog (*Rana aurora draytoni*), and western spadefoot (*Spea hammondi*) is not found on-site.

Potential habitat for California glossy snake (*Arizona elegans occidentalis*) and San Joaquin coachwhip (*Masticophis flagellum ruddocki*) is found on-site. California glossy snake is not covered under the SJMSCP. San Joaquin coachwhip is covered under the SJMSCP.

Mitigation Measure 3.4-2 requires the Project proponent to obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special-status species, including valley elderberry longhorn beetle. Coverage involves compensation for habitat impacts on covered species through implementation of ITMMs and payment of fees for conversion of lands that may provide habitat for covered special-status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. Additionally, Mitigation Measure 3.4-3 requires a preconstruction survey for California glossy snake and translocation should this species be found.

With implementation of these mitigation measures, the proposed Project would have a less than significant impact on special-status reptile and amphibian species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of a reptile and amphibian community, or a drop in population levels below self-sustaining levels

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.4-2 and 3.4-3 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status amphibian and reptile species will be mitigated to a less than significant level.

3. IMPACT 3.4-3: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS BIRD SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION IN THE RANGE OF A LISTED SPECIES, ELIMINATION OF A BIRD COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.

- (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status bird species is discussed on page 3.4-38 through 3.4-43 of the Draft EIR.

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- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
- (c) Findings. According to the CNDDb, there are 13 special-status birds that are documented within the nine-quadrangle Project region, including: cackling (=Aleutian Canada) goose (*Branta hutchinsii leucopareia*), California black rail (*Laterallus jamaicensis coturniculus*), tricolored blackbird (*Agelaius tricolor*), burrowing owl (*Athene cunicularia*), Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), California horned lark (*Eremophila alpestris actia*), yellow-headed blackbird (*Xanthocephalus xanthocephalus*), loggerhead shrike (*Lanius ludovicianus*), merlin (*Falco columbarius*), song sparrow ("Modesto" population) (*Melospiza melodia*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), and least Bell's vireo (*Vireo bellii pusillus*). As noted in Table 3.4-4, all but one of these bird species (least Bell's vireo) are covered species under the SJMSCP.

New sources of noise and light during the construction and operational phases of the Project could adversely affect nesters if they are located adjacent to the Project site in any given year. Additionally, the proposed Project would eliminate the agricultural areas on the Project site, which serve as potential foraging habitat for birds throughout the year. All of the species discussed above which have a low to high potential to occur on-site are covered by the SJMSCP. Mitigation Measure 3.4-2 requires participation in the SJMSCP. As part of the SJMSCP, SJCOG requires preconstruction surveys for projects that occur during the avian breeding season (March 1 – August 31). When active nests are identified, the biologists develop buffer zones around the active nests as deemed appropriate until the young have fledged. SJCOG also uses the fees to purchase habitat as compensation for the loss of foraging habitat.

Implementation of the proposed Project, with the Mitigation Measure 3.4-2, would ensure that potential impacts to special status birds are reduced to a less than significant level.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status bird species will be mitigated to a less than significant level.

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4. IMPACT 3.4-4: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT HAVE SUBSTANTIAL DIRECT OR INDIRECT EFFECTS ON SPECIAL-STATUS MAMMAL SPECIES, INCLUDING THROUGH SUBSTANTIAL REDUCTION OF HABITAT, SUBSTANTIAL REDUCTION OF THE NUMBER OR RESTRICTION OF THE RANGE OF A LISTED SPECIES, ELIMINATION OF A MAMMAL COMMUNITY, OR A DROP IN POPULATION LEVELS BELOW SELF-SUSTAINING LEVELS.

- (a) Potential Impact. The potential for the Project to have direct or indirect effects on special-status mammal species is discussed on page 3.4-43 through 3.4-46 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.4-2 and 3.4-4.
- (c) Findings. According to the CNDDB, there are eight special-status mammals that are documented within the nine-quadrangle Project region, including: pallid bat (*Antrozous pallidus*), riparian (=San Joaquin Valley) woodrat (*Neotoma fuscipes riparia*), Townsend's big-eared bat (*Corynorhinus townsendii*), western mastiff bat (*Eumops perotis californicus*), San Joaquin pocket mouse (*Perognathus inornatus*), riparian brush rabbit (*Sylvilagus bachmani riparius*), American badger (*Taxidea taxus*), and San Joaquin kit fox (*Vulpes macrotis mutica*). As noted in Table 3.4-4, all but one of these mammal species (pallid bat) are covered species under the SJMSCP.

While there is low potential for San Joaquin pocket mouse, San Joaquin kit fox, American badger, and some special-status bat species to occur on-site, it is anticipated that any impacts to these species would be less than significant through compliance with Measures 3.4-2 and 3.4-4. Mitigation Measure 3.4-2 requires the Project proponent to obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special-status species. Coverage involves compensation for habitat impacts on covered species through implementation of ITMMs and payment of fees for conversion of lands that may provide habitat for covered special-status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. Mitigation Measure 3.4-4 requires a survey for bat roosts, as well as buffers, if needed, around the roost sites.

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.4-2 and 3.4-4 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to have direct or indirect effects on special-status mammal species will be mitigated to a less than significant level.

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5. IMPACT 3.4-10: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT CONFLICT WITH AN ADOPTED HABITAT CONSERVATION PLAN.

- (a) Potential Impact. The potential for the Project to conflict with an adopted Habitat Conservation Plan is discussed on page 3.4-50 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.4-2.
- (c) Findings. The proposed Project is subject to the SJMSCP. The proposed Project does not conflict with the SJMSCP. Mitigation Measure 3.4-2 requires participation in the SJMSCP. Therefore, with this mitigation, the proposed Project would have a less than significant impact relative to this topic.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.4-2 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to conflict with an adopted Habitat Conservation Plan will be mitigated to a less than significant level.

B. CULTURAL AND TRIBAL RESOURCES

1. IMPACT 3.5-1: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT CAUSE A SUBSTANTIAL ADVERSE CHANGE TO A SIGNIFICANT HISTORICAL RESOURCE, AS DEFINED IN CEQA GUIDELINES §15064.5.

- (a) Potential Impact. The potential for the Project to cause a substantial adverse change to a significant historical resource, as defined in CEQA Guidelines §15064.5, is discussed on pages 3.5-14 and 3.5-15 of the Draft EIR.
- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.5-1 and 3.5-2.
- (c) Findings. Portions of the Plan Area became the eastern half of a commercial ferry business in the early 1850s. An early house was also present in association in the Plan Area, that eventually become part of a larger home. The Cultural Resources Assessment concluded that there is potential for deposits in the Plan Area related to the later historic use of the Project site by William Johnson and successor owners.

The previously recorded building complex, P-39-004602, has been formally determined to be “not significant” by the State Office of Historic Preservation. It has been concluded by the State Office of Historic Preservation that the 1929 Silveira house and adjacent

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buildings themselves are not eligible for the National Register or California Register. Nevertheless, it is possible other sites are present on-site.

Although no historic resources are known to occur within the Project site, there is potential of discovery of previously unknown historic resources during ground-disturbing activities. Implementation of Mitigation Measures 3.5-1 and 3.5-2 would reduce potential impacts of the proposed Project on inadvertently discovered historical resources to a less-than-significant level by ensuring that any resources inadvertently discovered during construction would be evaluated for significance and treated appropriately, as well conducting cultural resources sensitivity training for the construction workers so they can better recognize potential cultural resources.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.5-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to cause a substantial adverse change to a significant historical resource will be mitigated to a less than significant level.

2. IMPACT 3.5-2: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT CAUSE A SUBSTANTIAL ADVERSE CHANGE TO A SIGNIFICANT CULTURAL RESOURCE, AS DEFINED IN CEQA GUIDELINES §15064.5.
 - (a) Potential Impact. The potential for the Project to cause a substantial adverse change to a significant cultural resource, as defined in CEQA Guidelines §15064.5, is discussed on pages 3.5-15 and 3.5-16 of the Draft EIR.
 - (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.5-1 and 3.5-2.
 - (c) Findings. The Project site is located in an area known to have archaeological, cultural, and tribal cultural resources. According to the records search results, no cultural resources have been reported within the Project site; however, several resources have been found within the vicinity of the Project site. Three prehistoric period artifacts were found in the vicinity of the Plan Area. Two isolated prehistoric period artifacts (P-39-004345 and P-39-004347), and one isolated historic period glass fragment (P-39-004346).

The southern portion of the Project site lies at the location of “Johnson’s Ferry.” There is clearly a higher point in the Project site that could have been a prehistoric period site. Although no historic site was found by former surveys, it is possible that historic period activities, including residential construction, may have covered the remnants of a prehistoric site. Water crossings throughout northern and central California are historically located on high spots, allowing a safe crossing for ferries and bridges. These

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high spots have proven to be the locations of prehistoric sites, at one or both ends of the bridge or ferry landings. In the Plan Area, there is a higher elevation that could be a prehistoric period site. There are no records of any findings when the bridge was installed for River Island Parkway and no prehistoric period resources were found within the boundaries of the Plan Area. However, there is potential that a site could exist and it is unknown. The findings of the Cultural Resources Assessment concluded the Project site possesses a possibility to contain previously unrecorded historic era cultural resources that are currently obscured by existing vegetation, fill, or other historic activities, leaving no surface evidence.

There is a possibility of discovery of previously unknown cultural resources during ground-disturbing activities. Implementation of Mitigation Measures 3.5-1 and 3.5-2 would reduce potential impacts of the proposed Project on inadvertently discovered archaeological resources to a less-than-significant level by ensuring that any resources inadvertently discovered during construction would be evaluated for significance and treated appropriately, as well conducting cultural resources sensitivity training for the construction workers so they can better recognize potential cultural resources.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.5-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to cause a substantial adverse change to a significant cultural resource, as defined in CEQA Guidelines §15064.5, will be mitigated to a less than significant level.

3. **IMPACT 3.5-4: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT CAUSE A SUBSTANTIAL ADVERSE CHANGE IN THE SIGNIFICANCE OF A TRIBAL CULTURAL RESOURCE, DEFINED IN PUBLIC RESOURCES CODE SECTION 21074.**
 - (a) **Potential Impact.** The potential for the Project to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074, is discussed on pages 3.5-17 and 3.5-18 of the Draft EIR.
 - (b) **Mitigation Measures.** The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.5-1 through 3.5-3.
 - (c) **Findings.** The Cultural Resource Assessment found no Native American sacred sites or human remains on the Project site. In accordance with requirements promulgated by SB 18 and AB 52, the City notified the Buena Vista Rancheria of Me-Wuk Indians, California Valley Miwok Tribe, Lone Band of Miwok Indians, Muwekma Ohlone Indian Tribe of the SF Bay Area, North Valley Yokuts Tribe, Tule River Indian Tribe, Wilton Rancheria, Wuksache Indian Tribe/Eshom Valley Band, and the Confederated Villages of Lisjan of the proposed Project on December 13, 2023, and invited the tribes to

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participate in consultation (see Appendix C.2). The City received responses from Wilton Rancheria and Confederated Villages of Lisjan. The Confederated Villages of Lisjan requested a copy of the records search and to be included on notifications for the Project. The City provided a response to the tribe. The Wilton Rancheria requested consultation, and a meeting was held on January 30, 2024. During consultation, the Wilton Rancheria stated that the tribe's internal records show that the Project site is located within a sensitive area, referencing an internal map that shows records of three tribal resources and one historic resource. The Wilton Rancheria recommended that the tribe be part of the site survey for the Cultural Study by Peak & Associates and referenced that the tribe does on-site tribal monitoring and Cultural Sensitivity Training (discussions with construction staff) prior to construction. The consultation was concluded on January 30, 2024.

Based on information in the Cultural Resources Assessment, there is a moderate to high potential of discovery of previously unknown tribal cultural resources during ground-disturbing activities.

Implementation of Mitigation Measures 3.5-1, 3.5-2 and 3.5-3 would reduce potential impacts of the proposed Project on inadvertently discovered tribal cultural resources to a less-than-significant level by ensuring that any resources inadvertently discovered during construction would be evaluated for significance and treated appropriately, as well conducting cultural resources sensitivity training for the construction workers so they can better recognize potential cultural resources.

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.5-1, 3.5-2 and 3.5-3 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074, will be mitigated to a less than significant level.

C. HAZARDS AND HAZARDOUS MATERIALS

1. IMPACT 3.8-2: IMPLEMENTATION OF THE PROPOSED PROJECT, WITH MITIGATION, WOULD NOT CREATE A SIGNIFICANT HAZARD TO THE PUBLIC OR THE ENVIRONMENT THROUGH REASONABLY FORESEEABLE UPSET AND ACCIDENT CONDITIONS INVOLVING THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT.
 - (a) Potential Impact. The potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment is discussed on pages 3.8-19 through 3.8-22 of the Draft EIR.

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- (b) Mitigation Measures. The following mitigation measures are hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measures 3.8-1 through 3.8-3.
- (c) Findings. Due to the presence of existing on-site residential structures, there exists the possibility that the Project site contains underground well(s) and/or septic system(s). Any on-site well or septic system would be required to be properly destroyed or removed in accordance with State, County, and City standards and regulations.

According to the California Department of Conservation Well Finder tool, there is an existing on-site oil or gas well located on-site. The on-site well is a dry hole well that is plugged and was operated by the Occidental Petroleum Corporation. The well was leased by Silveira, which is likely associated with the Silveira residential complex located in the southeastern portion of the Project site. Any residual petroleum contamination (if any) near the on-site well will likely be minimal and not of significant concern to the Project site. Nevertheless, confirmation soil samples should be considered to validate the successful removal of the impacted soil. This is a potentially significant impact.

Additionally, like most agricultural and farming operations in the Central Valley, agricultural practices in the area have used agricultural chemicals including pesticides and herbicides as a standard practice. Although no contaminated soils have been identified in the Project area or the vicinity above applicable levels, residual concentrations of pesticides may be present in soil as a result of historic agricultural application and storage. Continuous spraying of crops over many years can potentially result in a residual buildup of pesticides in farm soils. Of highest concern relative to agrichemicals are chlorinated herbicides, organophosphate pesticides, and organochlorine pesticides, such as such as MCP, Dinoseb, chlordane, DDT, and DDE. Project construction activities would involve demolition, land clearing, mass grading, and other ground-disturbing activities that could expose contaminated soils. As such, this is a potentially significant impact.

Mitigation Measure 3.8-1 requires that, in the event that hazardous materials are discovered during Project construction activities, a Soils Management Plan (SMP) would be submitted and approved by the San Joaquin County Environmental Health Department. The SMP would establish management practices for handling hazardous during construction. Such compliance would reduce the potential for accidental release of hazardous materials during construction of the proposed Project. As a result, it would lessen the risk of exposure of construction workers and the public to accidental release of hazardous materials, as well as the demand for incident emergency response.

Mitigation Measure 3.8-2 requires evenly distributed soil samples to be conducted within the Project site for analysis of pesticides and heavy metals prior to initiation of any ground disturbance activities. Additionally, soil sampling in the vicinity of the existing on-site oil or gas well in the southeastern portion of the Project site (as shown on the California Department of Conservation Well Finder tool, available at:

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<https://maps.conservation.ca.gov/doggr/wellfinder/>) would be conducted for analysis of hydrocarbons. If elevated levels of hydrocarbons, pesticides or heavy metals are detected during the laboratory analysis of the soils, the Project applicant would be required to prepare and implement a soil cleanup and remediation plan prior to the commencement of grading activities. Implementation of Mitigation Measure 3.8-2 would ensure that development of the proposed Project on active agricultural land would not result in accidental release of or exposure to hazardous materials.

Mitigation Measure 3.8-3 requires the applicant to obtain a well destruction permit from the San Joaquin County Environmental Health Department for the known well on the Project site.

Compliance with standard construction practices and the existing regulatory requirements, and implementation of Mitigation Measures 3.8-1 through 3.8-3, would reduce potential impacts of the proposed Project to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment to a less-than-significant level by ensuring that on-site soils are sampled prior to ground disturbance and that any potentially hazardous materials encountered during construction would be handled appropriately

In accordance with Public Resources Code, § 21081, Mitigation Measures 3.8-1 through 3.8-3 are appropriate changes or alterations that have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment will be mitigated to a less than significant level.

D. NOISE

2. IMPACT 3.11-1: THE PROJECT, WITH MITIGATION, WOULD NOT GENERATE A SUBSTANTIAL TEMPORARY OR PERMANENT INCREASE IN AMBIENT NOISE LEVELS IN THE VICINITY OF THE PROJECT IN EXCESS OF STANDARDS ESTABLISHED IN THE LOCAL GENERAL PLAN OR NOISE ORDINANCE, OR APPLICABLE STANDARDS OF OTHER AGENCIES.
 - (a) Potential Impact. The potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies is discussed on pages 3.11-14 through 3.11-18 of the Draft EIR.
 - (b) Mitigation Measures. The following mitigation measure is hereby adopted and will be implemented as provided by the Mitigation Monitoring Program: Mitigation Measure 3.11-1.

- (c) Findings. During the construction phases of the Project, noise from construction activities would add to the noise environment in the immediate Project vicinity. As indicated in Table 3.11-12, activities involved in construction would generate maximum noise levels ranging from 76 to 90 dB at a distance of 50 feet. Construction activities would also be temporary in nature and are anticipated to occur during normal daytime working hours.

Noise would also be generated during the construction phase by increased truck traffic on area roadways. A project-generated noise source would be truck traffic associated with transport of heavy materials and equipment to and from the construction site. This noise increase would be of short duration and would occur during daytime hours.

Although construction activities are temporary in nature and would occur during normal daytime working hours, construction-related noise could result in sleep interference at existing noise-sensitive land uses in the vicinity of the construction if construction activities were to occur outside the normal daytime hours. Therefore, impacts resulting from noise levels temporarily exceeding the threshold of significance due to construction would be considered potentially significant.

Mitigation Measure 3.11-1 requires that construction activities are limited to certain hours, construction equipment is properly maintained, equipment idling is limited, and stationary equipment is located away from noise-sensitive uses. Implementation of Mitigation Measure 3.11-1 would ensure this impact is less-than-significant by ensuring construction-related noise levels do not exceed ambient noise plus 12 dBA.

In accordance with Public Resources Code, § 21081, Mitigation Measure 3.11-1 is an appropriate change or alteration that has been required in, or incorporated into, the Project which avoids or substantially lessens the significant environmental effect as identified in the EIR. Based upon the EIR and the entire record before this City Council, this City Council finds that the potential to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies will be mitigated to a less than significant level.

V. FINDINGS AND RECOMMENDATIONS REGARDING THOSE IMPACTS WHICH ARE LESS THAN SIGNIFICANT OR LESS THAN CUMULATIVELY CONSIDERABLE

Specific impacts within the following categories of environmental effects were found to be less than significant as set forth in more detail in the Draft EIR.

Aesthetics and Visual Resources: The following specific impacts were found to be less than significant: 3.1-1, 3.1-2, 3.1-3, and 3.1-4.

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Agricultural Resources: The following specific impact was found to be less than significant: 3.2-3.

Air Quality: The following specific impacts were found to be less than significant: 3.3-1, 3.3-2, 3.3-3, 3.3-4, and 3.3-5.

Biological Resources: The following specific impacts were found to be less than significant: 3.4-5, 3.4-6, 3.4-7, 3.4-8, 3.4-9, and 3.4-11.

Cultural and Tribal Resources: The following specific impact was found to be less than significant: 3.5-3.

Geology and Soils: The following specific impacts were found to be less than significant: 3.6-1, 3.6-2, 3.6-3, 3.6-4, and 3.6-5.

Greenhouse Gases, Climate Change, and Energy: The following specific impacts were found to be less than significant: 3.7-1 and 3.7-2.

Hazards and Hazardous Materials: The following specific impacts were found to be less than significant: 3.8-1, 3.8-3, 3.8-4, 3.8-5, and 3.8-6.

Hydrology and Water Quality: The following specific impacts were found to be less than significant: 3.9-1, 3.9-2, 3.9-3, 3.9-4, and 3.9-5.

Land Use, Population and Housing: The following specific impacts were found to be less than significant: 3.10-1, 3.10-2, and 3.10-3.

Noise: The following specific impact was found to be less than significant: 3.11-2.

Public Services and Recreation: The following specific impacts were found to be less than significant: 3.12-1, 3.12-2, 3.12-3, 3.12-4, and 3.12-5.

Transportation and Circulation: The following specific impacts were found to be less than significant: 3.13-1, 3.13-2, 3.13-3, and 3.13-4.

Utilities: The following specific impacts were found to be less than significant: 3.14-1, 3.14-3, 3.14-4, 3.14-5, 3.14-6, and 3.14-7.

The Project was found to have a less than cumulatively considerable contribution to specific impacts within the following categories of environmental effects as set forth in more detail in the Draft EIR.

Aesthetics and Visual Resources: The following specific impact was found to be less than cumulatively considerable: 4.1, 4.2, and 4.3.

Air Quality: The following specific impact was found to be less than cumulatively considerable: 4.5.

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Biological Resources: The following specific impact was found to be less than cumulatively considerable: 4.6.

Cultural and Tribal Resources: The following specific impact was found to be less than cumulatively considerable: 4.7.

Geology and Soils: The following specific impact was found to be less than cumulatively considerable: 4.8.

Greenhouse Gases, Climate Change, and Energy: The following specific impact was found to be less than cumulatively considerable: 4.9.

Hazards and Hazardous Materials: The following specific impact was found to be less than cumulatively considerable: 4.10.

Hydrology and Water Quality: The following specific impacts were found to be less than cumulatively considerable: 4.11, 4.12, 4.13, and 4.14.

Land Use, Population and Housing: The following specific impacts were found to be less than cumulatively considerable: 4.15 and 4.16.

Noise: The following specific impact was found to be less than cumulatively considerable: 4.17.

Public Services: The following specific impact was found to be less than cumulatively considerable: 4.18.

Transportation and Circulation: The following specific impacts were found to be less than cumulatively considerable: 4.19 and 4.20.

Utilities: The following specific impacts were found to be less than cumulatively considerable: 4.21, 4.22, 4.23, 4.24, and 4.25.

The above impacts are less than significant or less than cumulatively considerable for one of the following reasons:

- The EIR determined that the impact is less than significant for the Project;
- The EIR determined that the Project would have a less than cumulatively considerable contribution to the cumulative impact; or
- The EIR determined that the impact is beneficial (would be reduced) for the Project.

VI. PROJECT ALTERNATIVES

A. IDENTIFICATION OF PROJECT OBJECTIVES

An EIR is required to identify a range of reasonable alternatives to the project. The “range of potential alternatives to the project shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant

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effects.” (CEQA Guidelines Section 15126.6(c).) “Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent).” (CEQA Guidelines Section 15126.6(f)(1).)

The underlying purpose of the proposed Project is the approval and subsequent implementation of the Specific Plan as a means of increasing the housing supply in San Joaquin County and the State of California.

The proposed Project identifies the following objectives:

- Complete neighborhoods which foster a mixture of compatibly scaled housing types on urban lots.
- A residential development that will incorporate traditional elements found throughout Central Valley communities including a hierarchy of interconnected streets, the incorporation of assorted architectural styles, tree lined thoroughfares, an emphasis upon pedestrian scale and access with a nod to the agricultural traditions of the Valley.
- Street patterns which are carefully configured to allow for multiple outlets from neighborhoods, and to provide for connections between neighborhoods, without encouraging through traffic to create convenience and access without a private automobile.
- A network of planned walkways and bikeways which make getting outside convenient, easy and enjoyable.
- Durable construction materials and designs suited to local conditions to contribute to the ongoing costs of the housing will be encouraged.
- Provide a range of housing opportunities to support a diverse population, lifestyles, and family groups.
- Establish a planning/zoning concept that is responsive to the market.
- Implement the Phasing Plan for logical development in line with the West Lathrop Specific Plan.
- Implement City’s Infrastructure Master Plans.

B. ALTERNATIVES ANALYSIS IN EIR

The alternatives analysis provides a summary of the relative impact levels of significance associated with each alternative for each of the environmental issue areas analyzed in the Draft EIR. The environmental analysis for each of the alternatives is included in Chapter 5.0.

1. NO PROJECT (NO BUILD) ALTERNATIVE:

The **No Project (No Build) Alternative** is discussed on pages 5.0-4, 5.0-5, and 5.0-6 through 5.0-14 of the Draft EIR. Under the No Project (No Build) Alternative, development of the Plan Area would not occur, and the Plan Area would remain in its current existing condition. The majority of the Plan Area is currently undeveloped (Figure 2.0-4 in Chapter 2.0, Project Description). There is a two-story

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single-family residential structure east of River Islands Parkway near the San Joaquin River. There are approximately six other structures associated with the residence, such as a barn structure and shed structures. Under this alternative, the Plan Area would not be rezoned and a General Plan Amendment would not occur. The Plan Area would remain subject to existing City planning indefinitely. It is noted that the No Project (No Build) Alternative would fail to meet the Project objectives.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction of impacts to Aesthetics, Agricultural Resources, Air Quality, Biological Resources, Cultural and Tribal Resources, Geology and Soils, Greenhouse Gases, Climate Change and Energy, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Population and Housing, Noise, Public Services and Recreation, Transportation and Circulation, and Utilities.

While the City recognizes the environmental benefits of the No Project (No Build) Alternative, this alternative would not achieve any of the Project objectives. Specifically, this alternative would not: complete neighborhoods which foster a mixture of compatibly scaled housing types on urban lots; provide a residential development that will incorporate traditional elements found throughout Central Valley communities including a hierarchy of interconnected streets, the incorporation of assorted architectural styles, tree lined thoroughfares, an emphasis upon pedestrian scale and access with a nod to the agricultural traditions of the Valley; provide street patterns which are carefully configured to allow for multiple outlets from neighborhoods, and to provide for connections between neighborhoods, without encouraging through traffic to create convenience and access without a private automobile; provide a network of planned walkways and bikeways which make getting outside convenient, easy and enjoyable; use durable construction materials and designs suited to local conditions to contribute to the ongoing costs of the housing will be encouraged; provide a range of housing opportunities to support a diverse population, lifestyles, and family groups; establish a planning/zoning concept that is responsive to the market; implement the Phasing Plan for logical development in line with the West Lathrop Specific Plan; or, implement City's Infrastructure Master Plans.

Additionally, this alternative would not realize the project benefits of housing opportunities, additional construction employment opportunities, or new tax revenue. For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

2. INCREASED DENSITY ALTERNATIVE:

The **Increased Density Alternative** is discussed on pages 5.0-4, 5.0-5, and 5.0-14 through 5.0-22 of the Draft EIR. Under the Increased Density Alternative, the proposed Project would be developed with the same amenities as described in the Project Description, but the density of the residential uses would be increased, and the total development footprint would be equal to the proposed Specific Plan. This alternative would include development of single-family homes, apartments, and

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auto court multi-family units. Under the Increased Density Alternative, the same number of residential units as the proposed Project (up to 912 units) would be constructed. However, this alternative would include development of 50 percent low density units (up to 456 units), 30 percent medium density units (up to 274 units) and high density units (up to 182 units). Additionally, the park areas would increase compared to the Project. The Increased Density Alternative provides the approximate acreages of the following land uses:

- approximately 70.0 acres of low-density residential uses;
- approximately 20.0 acres of medium-density residential uses;
- approximately 10.0 acres of high-density residential uses;
- approximately 63.2 acres of public designated uses that are made up of:
 - approximately 8.0 acres of linear parks;
 - approximately 10.0 acres of neighborhood park (centrally located);
 - approximately 39.7 acres of community park (along the San Joaquin River);
 - approximately 2.0 acres of parkland dedication south of River Islands Parkway;
 - approximately 2.1 acres of other open space (including landscaped entries); and
 - approximately 1.4 acres of levee slope easement.

The residential areas would be clustered in the central and eastern portions of the Project site at increased densities to allow for an increase in park areas along the San Joaquin River. This alternative would also plan for parks, trails, circulation improvements, and utility improvements in a similar way as the proposed Project.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction or slight reduction of impacts to Aesthetics and Visual Resources, Air Quality, Biological Resources, Hydrology and Water Quality, Transportation and Circulation, and Utilities. The remaining resources areas would have equal or similar impacts to the Project.

On balance, the alternative is less desirable than the Project and does not lessen the overall environmental impacts nor provide the same level of benefits as the proposed Project. While the City recognizes the environmental benefits of this alternative, this alternative would not achieve all of the Project objectives. One of the Project objectives which this alternative does achieve is achieved to a lesser extent than the proposed Project. The Increased Density Alternative would partially meet the first objective ("complete neighborhoods which foster a mixture of compatibly scaled housing types on urban lots") because this alternative would provide a mix of residential housing products; however, this alternative includes development of 50% medium and high density units, and 50% low density units, while the proposed Project would result in a greater mix and variety of housing types.

However, due to the increased density of the residential uses under this alternative compared to the Project, this alternative would be potentially incompatible with the existing surrounding low density residential uses to the north, east, southeast, west, and southwest.

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For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

3. LOWER DENSITY ALTERNATIVE:

The **Lower Density Alternative** is discussed on pages 5.0-5, 5.0-6, and 5.0-22 through 5.0-28 of the Draft EIR. Under the Lower Density Alternative, the proposed Project would be developed in such a way to promote larger lot sizes and to reduce the overall footprint of the developed areas. This alternative would include development of custom homes on approximately 8,000 square foot (sf) lots, as compared to the 3,360 sf to 5,000 sf lot sizes for the low density residential units proposed by the Project. Under the Lower Density Alternative, the number of residential units constructed in the Plan Area would be reduced by 25 percent compared to the proposed Project. Under the proposed Project, up to 912 residential units would be constructed; this alternative would result in construction of up to 684 units.

The Lower Density Alternative provides the approximate acreages of the following land uses:

- approximately 146.7 acres of low-density residential uses;
- approximately 16.5 acres of Public designated uses that are made up of:
 - approximately 4.8 acres of linear park;
 - approximately 6.2 acres of neighborhood park;
 - approximately 2.0 acres of parkland dedication south of River Islands Parkway;
 - approximately 2.1 acres of other open space (including landscaped entries); and
 - approximately 1.4 acres of levee slope easement.

This alternative would also plan for parks, trails, circulation improvements, and utility improvements.

Findings: Environmental benefits of this alternative over the proposed Project include the reduction or slight reduction of impacts to Air Quality, Geology and Soils, Greenhouse Gases, Climate Change and Energy, Hydrology and Water Quality, Land Use, Population and Housing, Noise, Public Services and Recreation, Transportation and Circulation, and Utilities. Impacts related to the remaining environmental topics would have equal impacts.

On balance, the alternative is less desirable than the Project and does not lessen the overall environmental impacts nor provide the same level of benefits as the proposed Project. While the City recognizes the environmental benefits of this alternative, this alternative would not achieve all of the Project objectives. The majority of the Project objectives which this alternative does achieve are achieved to a lesser extent than the proposed Project. For example, the Lower Density Alternative would not meet the first Project objective (“complete neighborhoods which foster a mixture of compatibly scaled housing types on urban lots”) because only low density residential units would be provided; thus, a mixture of housing types would not be provided. Similarly, the Lower Density Alternative would partially meet the sixth Project objective (“provide a

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range of housing opportunities to support a diverse population, lifestyles, and family groups”) by developing housing types. However, this objective would be met to a lesser extent than the proposed Project as this alternative would not provide a mix of housing types accommodating a more diverse population, lifestyles, and family groups. It is also noted that this alternative would provide jobs for local residents and would result in tax revenue for the City; however, because the number of units would be reduced by 25 percent compared to the proposed Project, this alternative would result in fewer construction jobs and less tax revenue compared to the Project.

For all of these foregoing reasons and any one of them individually, this alternative is determined to be infeasible and rejected.

4. ENVIRONMENTALLY SUPERIOR ALTERNATIVE:

CEQA requires that an environmentally superior alternative be identified among the alternatives that are analyzed in the EIR. If the No Project Alternative is the environmentally superior alternative, an EIR must also identify an environmentally superior alternative among the other alternatives (CEQA Guidelines Section 15126.6(e)(2)). The environmentally superior alternative is that alternative with the least adverse environmental impacts when compared to the proposed project.

As shown on Table 5.0-1 of the Draft EIR (on pages 5.0-30 through 5.0-32), a comparison of alternatives is presented. The No Project (No Build) Alternative is the environmentally superior alternative. However, as required by CEQA, when the No Project (No Build) Alternative is the environmentally superior alternative, the environmentally superior alternative among the others must be identified. The Increased Density Alternative would reduce impacts related to 25 impact statements, increase impacts related to one impact statement, and equal impacts related to 40 impact statements. The Lower Density Alternative would reduce impacts related to 31 impact statements and would have equal impacts related to 36 impact statements. Therefore, the Lower Density Alternative would be the next environmentally superior alternative.

It should be noted that the Lower Density Alternative does not meet all of the Project objectives to the same extent as the Project. This alternative would result in fewer construction job opportunities for Lathrop residents. This would also reduce the property tax revenue generation as compared to the Project due to the reduction in residential units. While the City recognizes the environmental benefits of the Lower Density Alternative, this alternative would not result in the amount of residential uses that are identified in the Project objectives under full buildout of the Project site.

For the reasons provided above, this alternative is determined to be infeasible and rejected.

VII. STATEMENTS OF OVERRIDING CONSIDERATIONS RELATED TO THE MOSSDALE LANDING WEST SPECIFIC PLAN FINDINGS

As described in detail in Section III of these Findings, the following significant and unavoidable impacts could occur with implementation of the Project:

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- Impact 3.2-1: The proposed Specific Plan would result in the conversion of Farmlands, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses;
- Impact 3.2-2: The proposed Project has the potential to conflict with existing zoning for agricultural use, or Williamson Act Contracts.
- Impact 3.14-2: The proposed Project would not have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years.
- Impact 4.4: Cumulative Impact on Agricultural Resources.

The adverse effects listed above, and described in detail in Section III, are substantive issues of concern to the City. However, the City of Lathrop has a General Plan that provides for an array of land uses throughout the City that are intended to accommodate the City's needs for growth over the foreseeable future. The proposed Project has been designated with land uses that are intended to generate tax revenue for the City while providing housing opportunities. Additionally, development of the Project would provide short-term employment opportunities within the construction, engineering, and design field, among others.

The Project would also provide housing opportunities for current and future residents. Implementation of the Project would increase and diversify the housing supply in the City, which could spur development, economic growth, and property tax generation within the area. Additionally, the proposed Project would generate tax revenue that the City would not otherwise benefit from if the Project was not developed. The additional housing opportunities and tax benefits discussed above would ultimately improve the overall quality of life in the City of Lathrop.

Based on the entire record and the EIR, the City Council has determined that the economic and social benefits of the Project in Lathrop outweigh and override the significant unavoidable environmental effects that would result from future Project implementation as more fully described in Section III, Findings and Recommendations Regarding Significant and Unavoidable Impacts. The City Council has determined that any environmental detriment caused by the proposed Project has been minimized to the extent feasible through the mitigation measures identified herein, and, where mitigation is not feasible, has been outweighed and counterbalanced by the significant social, environmental, and land use benefits to be generated within the region. The City Council finds that any one of the benefits set forth above is sufficient by itself to warrant approval of the Project. This determination is based on the findings herein and the evidence in the record. Having balanced the unavoidable adverse environmental impacts against each of the benefits, the City Council hereby adopts this Statement of Overriding Considerations for the above reasons.

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RESOLUTION NO. 25-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING A GENERAL PLAN AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR THE MOSSDALE LANDING WEST PROJECT (GPA-22-23)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Section 65358 of the California Government Code provides for process to amend all or part of an adopted General Plan; and

WHEREAS, the City has complied with the requirements of the Government Code (Government Code Section 65300 et. seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the Mossdale Landing West Project General Plan Amendment (GPA); and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the City Council's public hearing; and

WHEREAS, before adoption of the GPA, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mossdale Landing West Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, before adoption of the GPA, the City Council reviewed and considered the information contained in the FEIR for the Mossdale Landing West Project (SCH #2024030835), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Mossdale Landing West Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, before the adoption of the GPA, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the proposed GPA is an amendment to the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

WHEREAS, the proposed GPA consists of amendments to the City of Lathrop General Plan Land Use Map, as shown in Attachment 11 of the City Council Staff Report incorporated by reference herein; and

WHEREAS, notice of the proposed GPA was provided pursuant to California Government Code Section 65352.3 and 65352.4 (General Plan review by California Native American tribes). Notice was mailed out to California Native American tribes on a list provided by the California Native American Heritage Commission (NAHC) on December 13, 2023; and

WHEREAS, the City received responses from Wilton Rancheria and Confederated Villages of Lisjan. The Confederated Villages of Lisjan requested a copy of the records search and to be included on notifications for the Project. The City provided a response to the tribe. The Wilton Rancheria requested consultation, and a meeting was held on January 30, 2024. During consultation, the Wilton Rancheria stated that the tribe's internal records show that the Project site is located within the historic resource. The Wilton Rancheria recommended that the tribe be part of the survey for the Cultural Study by Peak & Associates and referenced that the tribe does on-site monitoring and Cultural Sensitivity (discussions with construction staff) prior to construction. The consultation as concluded on June 12, 2024. No further comments were received related to the proposed GPA; and

WHEREAS, no written or oral comments were received relating to the proposed General Plan Amendment for the Mossdale Landing West Project; and

WHEREAS, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Amendment to the City Council by Resolution; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider the General Plan Amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-7, recommending City Council approval of the proposed General Plan Amendment; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, no written or oral comments were received relating to the proposed General Plan Amendment for the Mossdale Landing West Project; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 11 of the City Council Staff Report, relative to the proposed development of the Mossdale Landing West Project.

Section 2. General Plan Amendment Findings. The City Council finds and determines as follows:

1. The proposed GPA would amend the General Plan Land Use Map adopted September 19, 2022, as amended through 2025, to reflect the proposed Mossdale Landing West Project land uses.
2. The proposed GPA is in the public interest of the people of the City of Lathrop as set for in more detail in the Statement of Overriding Considerations in the CEQA Resolution, herein incorporated by reference.

3. The proposed General Plan Land Use Map Amendment would implement the following Policies contained in the General Plan in support of the proposed land use designations:

- a. *"Policy LU-1.1: Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development regional transportation objectives and the livability of residential neighborhoods."*

The proposed project includes the development of residential uses and public uses which would support livability of residential neighborhoods within the City of Lathrop by providing park and residential uses in an area of the City designated for residential uses.

- b. *"Policy LU-1.9: Promote equitable land use patterns to ensure that all residents in neighborhoods have access to community amenities and transportation choices, and have safe places to walk and bike."*

The proposed project provides public amenities which would benefit all residents in the Project vicinity, as well as future project residents. The Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along the proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River.

Additionally, two (2) bus stops are proposed along Street W. Further, the proposed project would include community amenities, such as a linear park, neighborhood park, and open space.

- c. *"Policy LU-3.1: Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit."*

The Project site is designated for Low Density uses in the City's General Plan and would provide Low Density, Public and Open Space uses. While the proposed project does not include higher density uses, the Project site is also not located near major transit facilities. The Project site is in an area of the City which contains existing low density residential uses. Further, as noted above, the Project includes facilities for active modes of transportation, including walking, biking, and public transit.

- d. *"Policy LU-4.2: Emphasize efforts to reduce vehicle miles traveled (VMT) by supporting land use patterns and site designs that promote active modes of transportation, and public transit."*
According to the Mossdale Landing West DEIR, the Project's VMT per capita value of 16.29 is higher than the citywide threshold of 15.44. However, the Project design reflects many features that help reduce VMT. To ensure the Project would result in a VMT per capita which is below the threshold, a decrease of 6.14 percent (or 1.01 VMT per capita) would be required for the Project. With the proposed project design features, the Project's VMT per capita would be more than 15 percent below the Citywide average for the total home-based residential VMT per capita statistic; therefore, impacts related to VMT would be less than significant.
- e. *"Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities."*
The proposed project is a new development which is compatible with surrounding and adjacent buildings and public spaces. The existing land adjacent to the Project site includes mainly residential uses. The proposed residential and public uses would be constructed in a similar form and scale as the existing residential uses within the City.
- f. *"Policy LU-5.6: In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels."*
The Plan Area is designated as LD, Low Density Residential by the City's General Plan Land Use Map. The proposed project will include a General Plan Amendment from LD, Low Density Residential to P, Parks, and O, Open Space. The Project site is located in an area of the City with similar surrounding land uses as the proposed project.
- g. *"Policy LU-7.1: Encourage San Joaquin County to retain existing agricultural land use designations in areas outside of the Lathrop SOI."*
The Project site is located within the City Limits and would not conflict with this General Plan Policy.

- h. *"Policy LU-7.2: Support the continuation of agricultural operations and activities on lands adjacent to the SOI and within the City's Area of Influence."*

The Project site is located within the City Limits. While Prime Farmland which contains agricultural uses is located north of the Project site, the Project includes a buffer along the San Joaquin River. The proposed project also includes adequate measures to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses, while supporting ongoing agricultural operations in areas within and surrounding the proposed project.

- i. *"Policy CIR-1.2: Complete Streets. Consider all modes of travel in planning, design, and construction of all transportation projects to create safer, more livable, and more inviting environments for pedestrians, bicyclists, motorists, and public transit users of all ages and capabilities."*

The Project provides facilities and amenities which serve all modes of transportation. As discussed previously, the Specific Plan will include bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

- j. *"Policy CIR-2.2: Improve safety conditions, efficiency, and comfort for bicyclists and pedestrians by providing shade trees and controlling traffic speeds for implementing narrow lanes or other traffic calming measures."*

The Specific Plan will include bicycle and pedestrian facilities in order to improve safety for bicyclists and pedestrians. Additionally, trees will be provided throughout the site, including proposed roadways, along sidewalks, and within the proposed park areas. Further, traffic calming measures such as enhanced paving and/or colored paving at crosswalks and landscape parkway strips separating vehicle traffic from the pedestrian sidewalk may be used to help reduce traffic speeds at the intersection. All intersections and street sections would be reviewed by the City and designed to comply with typical City Standards.

- k. *"Policy RR-2.1: Open Space Boundaries. Maintain existing open space lands within the City by carefully considering the impact of new development in established open space areas."*

The Project site is not designated as Open Space by the City. The proposed project would result in land uses that are generally consistent with the land use designation of the Project site. More specifically, the Project proposes construction of residential, park and open space uses. The area along the San Joaquin River would be designated for Open Space uses.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said GPA on permanent public display in the Community Development Department of the City of Lathrop.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 11 of the City Council Staff Report.

Section 5. Based on the City's letter to the Wilton Rancheria tribe, dated June 12, 2024, providing further opportunity for the tribe to consult pursuant to Senate Bill 18 and that no further comments were received from the tribe relating to the proposed General Plan Amendment, the City finds that the consultation with the tribe has concluded.

Section 6. the City Council finds that, because the Neighborhood Park Parcel is to be utilized as 'dual-use' (Neighborhood Park and stormwater basin), that the final location and configuration will be determined during the Final Map and Improvement Plan phase.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 11 of the City Council Staff Report.

The foregoing resolution was passed and adopted this 11th day of August 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

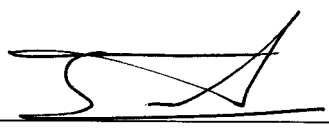
SIGNED:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ORDINANCE NO. 25-**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE MOSSDALE LANDING WEST SPECIFIC PLAN FOR THE MOSSDALE LANDING WEST PROJECT (SPA-22-25)**

WHEREAS, the Mosssdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mosssdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mosssdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mosssdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Section 65450 et. seq. of the California Government Code provides for the preparation and adoption of Specific Plans by general law cities for implementation of all or part of an adopted General Plan; and

WHEREAS, Section 65453 of the California Government Code provides that a Specific Plan may be adopted or amended by either Resolution or Ordinance as provided by the local jurisdiction; and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council public hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the City Council Public Hearing; and

WHEREAS, prior to approving the Mosssdale Landing West Specific Plan, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mosssdale Landing West Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, prior to approving the Mossdale Landing West Specific Plan, the City Council reviewed and considered the information contained in the FEIR for the Mossdale Landing West Project (SCH #2024030835), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Mossdale Landing West Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, prior to approving the Mossdale Landing West Specific Plan, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the proposed Mossdale Landing West Specific Plan is a stand-alone document for the Mossdale Landing West Project; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider the Mossdale Landing West Specific Plan and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-8, recommending the City Council approval of the proposed Ordinance approving the Mossdale Landing West Specific Plan; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its own independent review and consideration, hereby approves the Mossdale Landing West Specific Plan, as shown in Attachment 10 of the City Council Staff Report and incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Mossdale Landing West Specific Plan, as shown in Attachment 10 of the City Council Staff Report, relative to the proposed development of the Mossdale Landing West Project on certain real property consisting of approximately 225.86 acres located in the City of Lathrop.

Section 2. Specific Plan Findings. Pursuant to State Planning and Zoning Law, the City Council finds and determines as follows:

1. The 1996 West Lathrop Specific Plan adopted pursuant to Ordinance No. 96-133 as amended in 2003 by Ordinance No. 03-216 shall be in full force and effect on that portion of West Lathrop Specific Plan covering the Mossdale Tract, River Islands and South East Stewart Tract.
2. The 1996 West Lathrop Specific Plan, as amended through 2025 is consistent with the objectives, policies, general land uses, and programs specified in the General Plan because it promotes flexibility and innovation in residential land use through the use of planned unit development zoning and planning techniques that will provide a balanced community.
3. The Mossdale Landing West Specific Plan is consistent with the objectives and policies identified in the 1996 West Lathrop Specific Plan, as amended through 2025, by implementing the proposed residential, park and open space land uses.
4. The Mossdale Landing West Specific Plan is consistent with the objectives, policies, implementation actions, and land uses identified in the City's General Plan. The Mossdale Landing West Specific Plan is consistent with the following General Plan Policies:

- a. *"Policy LU-1.9: Promote equitable land use patterns to ensure that all residents in neighborhoods have access to community amenities and transportation choices, and have safe places to walk and bike."*

The proposed project provides public amenities which would benefit all residents in the Project vicinity, as well as future project residents. The Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along the proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

Further, the proposed project would include community amenities, such as a linear park, neighborhood park, and open space.

- b. *"Policy LU-2.1: Recognize that the city is made up of many distinct planning areas (City Proper, Central Lathrop, Lathrop Gateway, South Lathrop, West Lathrop Specific Plan (Mosssdale Village, River Islands and Stewart Tract)) and continue to support special planning area documents within the city including specific plans and master planned development agreements as warranted that guide development in the city."*

The Mosssdale Landing West Specific Plan would support the development of the proposed project area by defining land uses, development standards, architectural guidelines, etc.

- c. *"Policy LU-2.2: Utilize Specific Plans (West Lathrop Specific Plan, Central Lathrop Specific Plan, South Lathrop Specific Plan, and Lathrop Gateway Specific Plan) to guide development within Lathrop's special planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan's land use, and development standards."*

The Mosssdale Landing West Specific Plan would guide development within the project area, including residential and park uses.

- d. *"Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities."*

The proposed project is a new development which is compatible with surrounding and adjacent buildings and public spaces. The existing land adjacent to the Project site includes mainly residential uses. The proposed residential and public uses would be constructed in a similar form and scale as the existing residential uses within the City.

- e. *"Policy CIR-1.2: Complete Streets. Consider all modes of travel in planning, design, and construction of all transportation projects to create safer, more livable, and more inviting environments for pedestrians, bicyclists, motorists, and public transit users of all ages and capabilities."*

The Project provides facilities and amenities which serve all modes of transportation. As discussed previously, the Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets.

Class II bike lanes would be provided along proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

- f. *"Policy CIR-2.2: Improve safety conditions, efficiency, and comfort for bicyclists and pedestrians by providing shade trees and controlling traffic speeds for implementing narrow lanes or other traffic calming measures."*

The Specific Plan will include bicycle and pedestrian facilities in order to improve safety for bicyclists and pedestrians. Additionally, trees will be provided throughout the site, including proposed roadways, along sidewalks, and within the proposed park areas. Further, traffic calming measures such as enhanced paving and/or colored paving at crosswalks and landscape parkway strips separating vehicle traffic from the pedestrian sidewalk may be used to help reduce traffic speeds at the intersection. All intersections and street sections would be reviewed by the City and designed to comply with typical City Standards.

- g. *"Policy RR-2.1: Open Space Boundaries. Maintain existing open space lands within the City by carefully considering the impact of new development in established open space areas."*

The Project site is not designated as Open Space by the City. The proposed project would result in land uses that are generally consistent with the land use designation of the Project site. More specifically, the Project proposes construction of residential, park and open space uses. The area along the San Joaquin River would be designated for Open Space uses.

- 5. The Mossdale Landing West Specific Plan is consistent with the objectives, policies, general land uses, and implementation actions specified in the General Plan Circulation Element because it ensures that streets and highways will be constructed in accordance with the traffic monitoring program to serve the new development.
- 6. The Mossdale Landing West Specific Plan is consistent with the goals, policies, objectives and programs of the General Plan because it will promote orderly development of the plan area through a flexible phasing plan which is tied to the provisions supporting infrastructure capacity in the construction of infrastructure improvements.

The Mosssdale Landing West Specific Plan provides for the construction of roadways to provide improved access to the project and adjacent properties, and the extension of utilities infrastructure such as water, sanitary sewer and storm drainage facilities necessary to accommodate the project.

7. The Mosssdale Landing West Specific Plan with goals, policies, objectives and programs the General Plan Public Safety Element because it ensures that all new buildings construction shall conform to the latest seismic requirements of the uniform building code as a minimum standard, gives priority to support of police protection and to fire suppression, and implements practices and regulations which avoid hazardous land use relationships.

Section 3. Upon adoption by the City Council, the Mosssdale Landing West Specific Plan applies only to the Mosssdale Landing West Project and does not change the adopted West Lathrop Specific Plan as it applies to the balance of the WLSP area.

Section 4. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said Mosssdale Landing West Specific Plan on permanent public display in the Community Development Department in the City of Lathrop.

Section 5. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby approves the Mosssdale Landing West Specific Plan. This document shall be substantially in the form on file with the City Clerk.

Section 6. This Ordinance is not intended to and shall not be construed or given effect in the 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 for civil liability for damages, except as otherwise imposed by law.

Section 7. 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 8. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 9. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 11th day of August 2025, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ORDINANCE NO. 25-**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE MOSSDALE LANDING WEST PROJECT (REZ-22-24)**

WHEREAS, the Mosssdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mosssdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mosssdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mosssdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code provides for review and adoption of all zoning amendments; and

WHEREAS, pursuant to Government Code Section 65090, notice of the City Council public hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the City Council Public Hearing; and

WHEREAS, the zoning amendments to accommodate the Mosssdale Landing West Specific Plan applies only to the Mosssdale Landing West Project and does not in any way apply to the West Lathrop Specific Plan Project; and

WHEREAS, prior to approval of the Zoning Map and Zoning Code Text Amendments, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mosssdale Landing West Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, prior to approval of the Zoning Map and Zoning Code Text Amendments, the City Council reviewed and considered the information contained in the FEIR for the Mossdale Landing West Project (SCH #2024030835), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Mossdale Landing West Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, prior to approval of the Zoning Map and Zoning Code Text Amendments, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider the proposed Amendments to the Zoning Map and Zoning Code Text Amendments and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-9, recommending the City Council approval of the proposed Ordinance approving the proposed Amendments to the Zoning Map and Zoning Code Text Amendments; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, the City Council has reviewed the Zoning Map changes and Zoning Code Text Amendments and conducted a public hearing; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Ordinance.

NOW, THEREFORE, BE RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its own independent review and consideration, hereby approves the Zoning Map Amendments, as shown in Attachment 12 and Zoning Code Text Amendments, as shown in Attachment 13 of the City Council Staff Report and incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this reference makes part hereof, that certain Zoning Map Amendments, as shown in Attachment 12 and certain Zoning Code Text Amendments, as shown in Attachment 13 of the City Council Staff Report, relative to the proposed development of the Mossdale Landing West Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the City Council finds and determines as follows:

1. The proposed zoning amendments are consistent with the objectives, policies, implementation actions, and general land use as specified in the City's General Plan, as amended by the City Council General Plan Amendment Resolution. The proposed zoning amendments for the Mossdale Landing West Specific Plan provide zoning standards for the Mossdale Landing West development area to allow for urban development standards consistent with the General Plan.
2. Zoning amendments for the Mossdale Landing West Project are consistent with the objectives, policies, implementation actions, and general land uses in the West Lathrop Specific Plan because they establish the Mossdale Landing West zoning standards for the Mossdale Landing West development area.
3. The proposed zoning amendments are consistent with the purpose and objectives of the City of Lathrop zoning ordinance and with the Mossdale Village combining district because: (1) the amendments provide a zone plan to guide the physical development of the Mossdale Landing West development area in such a manner as to achieve the general arrangement of land uses described and depicted in the General Plan; and, (2) they foster a wholesale, serviceable and attractive living environment, beneficial development areas which exhibit non-conflicting patterns of use, and the stability of existing land uses which conform with the objectives, policies, principles and standards of the General Plan; and, (3) they prevent excessive population densities and overcrowding of land with structures; and, (4) they promote a safe, effective traffic circulation system, the provisions of adequate off street parking, and appropriate location of community facilities; and, (5) they protect enhanced real property values and the

city's natural assets; and, (6) they ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and, (7) they provide and protect open space in accordance with policies of the Recreation and Resources Element of the General Plan.

Section 3. Upon adoption by the City Council, the Ordinance implementing the suggested Zoning Map shall only apply to the Mossdale Landing West Project and does not change the adopted Zoning Map as it applies to the West Lathrop Specific Plan.

Section 4. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said Lathrop Zoning Map, as modified by the proposed related Amendments, on permanent public display in the Community Development Department, Planning Division in the City of Lathrop.

Section 5. Based on the set forth in this Ordinance, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby approves the proposed Ordinance implementing the suggested amendment to the Lathrop Zoning Map. This document shall be substantially in the form on file with the City Clerk.

Section 6. This Ordinance is not intended to and shall not be construed or given effect in the 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 for civil liability for damages, except as otherwise imposed by law.

Section 7. 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 8. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 9. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 11th day of August 2025, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2025 by the following vote:

AYES:

NOES:

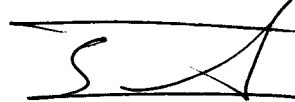
ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

RESOLUTION NO. 25-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE VESTING TENTATIVE SUBDIVISION MAP TRACT 4146 FOR THE MOSSDALE LANDING WEST PROJECT (VTM-22-27)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Chapter 16.12 of the Lathrop Municipal Code requires the review and approval of the City Council of all Vesting Tentative Subdivision Maps; and

WHEREAS, prior to approval of the proposed Vesting Tentative Subdivision Map, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mossdale Landing West Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, prior to approval of the proposed Vesting Tentative Subdivision Map, the City Council reviewed and considered the information contained in the FEIR for the Mossdale Landing West Project (SCH #2024030835), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Mossdale Landing West Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, prior to the approval of the proposed Vesting Tentative Subdivision Map, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider the proposed Vesting Tentative Subdivision Map and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-10, recommending the City Council approval of a Resolution approving Vesting Tentative Subdivision Map Tract 4146; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, the City Council has utilized its own independent judgement in adopting this Resolution.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain Vesting Tentative Subdivision Map No. 4146 for the Mossdale Landing West Project, as shown in Attachment 14 of the City Council Staff Report, relative to the proposed development of the Mossdale Landing West Project.

Section 2. Vesting Tentative Subdivision Map Findings. Pursuant to Sections 66473.5 and 66474 of the Subdivision Map Act and Sections 16.12.010 through 16.12.080 of the Lathrop Municipal Code, the City Council finds and determines as follows:

1. *The proposed map is consistent with the General Plan.* The Vesting Tentative Subdivision Map Tract No. 4146 for the Mossdale Landing West Project is consistent with the objectives, policies, implementation actions, and general land uses specified in the City's General Plan, as amended by General Plan Amendment Resolution No. 25-7. The proposed VTM 4146 for the Mossdale Landing West property provides for the development of the project site in accordance with the General Plan Land Use Designations and Policies suggested in the City's General Plan.

Resolution No. 25-

The VTM for the Mossdale Landing West property will ensure the creation of a master plan development integrating residential, park and open space uses.

2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* The Vesting Tentative Subdivision Map Tract No. 4146 for the Mossdale Landing West Project is consistent with the standards for the RL-MV, Low Density Residential, P-MV, Park, and OS-MV, Open Space Zoning Districts. The uses proposed in the Mossdale Landing West Project are compatible with the surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
3. *The site is physically suitable for the proposed density of development.* The Vesting Tentative Subdivision Map Tract No. 4146 of the Mossdale Landing West Project is consistent with the applicable provisions of the Mossdale Landing West Specific Plan, including the development standards relative to minimum lot sizes.

As conditioned, the project will also comply with the City's General Plan, Zoning Ordinance, and various federal, state, and local standards applicable to the project. The Conditions of Approval address Planning, Building, Public Works, Police, and Fire Department requirements.

4. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The site is physically suitable for the types of densities of development proposed for the Mossdale Landing West Project property because the proposed development is planned to enhance the site's natural form and environmental attributes and the proposed project is designed to avoid areas of potential geologic instability, sensitive vegetation and wildlife resources, and significant cultural resources. No active faults are mapped across the project site by the California Geologic Survey or the United States Geological Survey. With respect to sensitive vegetation and wildlife resources and significant cultural resources, extensive open space habitat conservation areas are included in the project design to avoid or mitigate impacts to such resources.

The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substance or substantially or unavoidably injured fish or wildlife or their habitat because all potential impacts related to terrestrial biology and fisheries have been mitigated to less than significant levels as set forth specifically in the Final EIR. Specific measures incorporated into the Mossdale Landing West Project include participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.

5. *The design of the subdivision or type of improvements will not cause serious public health problems.* The design of the subdivision or type of improvements is not likely to cause serious public health problems because the Mossdale Landing West Project will not involve the use, storage, or disposal of hazardous materials nor engage in hazardous activities. The Mossdale Landing West project incorporates extensive landscape buffers in addition to natural buffers (e.g., San Joaquin River) to ensure the development will also be buffered from adjacent agricultural uses. The design of the subdivision includes the development of adequate water, sewer, fire, police and solid waste services within the Mossdale Landing West project.
6. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision or the type of improvements will not conflict with easements, acquired by public at large, for access through or use of, property within the proposed subdivision.

Section 3. The City Council, acting as the lead agency, adopted Resolution No. 25-5734 based on substantial evidence in the record, adopted Adequate Progress Findings towards providing a 200-year Urban Level of Flood Protection in the Reclamation District 17.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby approved Vesting Tentative Subdivision Map Tract 4146, dated December 18, 2024, for the Mossdale Landing West Project subject to the Consolidated Conditions of Approval and Mitigation Monitoring and Reporting Plan (MMRP) referenced as Attachment 15 of the City Council Staff Report. This document shall be substantially in the form on file with the City Clerk.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does approve the Vesting Tentative Subdivision Map Tract 4146, dated December 18, 2024, for the Mossdale Landing West Project, as illustrated and incorporated by reference as Attachment 14 of the City Council Staff Report, subject to the conditions referenced as Attachment 15 of the City Council Staff Report.

The foregoing resolution was passed and adopted this 11th day of August 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

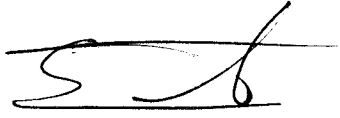
SIGNED:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Resolution No. 25-

RESOLUTION NO. 25-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING FINDINGS RELATED TO TENTATIVE APPROVAL OF CANCELLATION OF CALIFORNIA LAND CONSERVATION CONTRACT NUMBER 73-C1-73 (AGC-22-28)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan No. SPA-22-25, Vesting Tentative Subdivision Map No. VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing West Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Section 51280 et. seq. of the California Government Code authorizes a city or county to cancel Williamson Act Contracts as to all or any part of the land subject to a contract; and

WHEREAS, Chapter 128, *Williamson Act Contracts* of the Lathrop Municipal Code authorizes the City of Lathrop to cancel Williamson Act contracts as to all or any part of the land subject to a contract with the City; and

WHEREAS, WSBG Investments, LP ("WSBG") proposes development of the Mossdale Landing West Project on approximately 225.86 acres owned or controlled by WSBG and located in the City of Lathrop in accordance with the Lathrop General Plan; and

WHEREAS, on December 26, 1972, WSBG's predecessor, Joaquin W. Silveira and Barbara Olive Silveira, and the County of San Joaquin (the "County") entered into California Land Conservation Contract No. 73-C1-73 pursuant to the Williamson Act (Government Code Section 51000 et. seq. on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720); and

WHEREAS, pursuant to California Government Code Sections 51243, the City became successor to San Joaquin County for the purposes of the WSBG's Williamson Act Contract and is the appropriate entity to act upon this request to cancel the Contract; and

Resolution No. 25-

WHEREAS, on November 29, 2021, WSBG served a Notice of Non-Renewal pursuant to California Government Code Section 51245, and now petitions the City for cancellation of the Williamson Act Contract pursuant to California Government Code Section 51282, for the entirety of the property subject to the Williamson Act Contract identified as APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on July 16, 2025, to consider Findings related to Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73 and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 25-11, recommending the City Council approval of a Resolution approving the Tentative Approval of Cancellation of California Land Conservation Contract Number 73-C1-73; and

WHEREAS, prior to approval of the Tentative Cancellation of the Williamson Act Contract, the City Council independently reviewed and considered all written evidence and oral testimony presented to date, including the Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835) prepared for the Mossdale Landing West Project and associated entitlements, City staff reports and all information received at the duly noticed public hearings; all of these documents and evidence of which are incorporated herein by reference; and

WHEREAS, prior to approval of the Tentative Cancellation of the Williamson Act Contract, the City Council reviewed and considered the information contained in the FEIR for the Mossdale Landing West Project (SCH #2024030835), and finds that the mitigation measures identified in the FEIR have been imposed on and incorporated in the Mossdale Landing West Project which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, prior to approval of the Tentative Cancellation of the Williamson Act Contract, the City Council adopted a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on July 22, 2025. Staff also mailed the public hearing notice on July 17, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on July 22, 2025 and posted at three (3) locations accessible to the public on July 17, 2025; and

WHEREAS, a Notice of Public Hearing was mailed to every property owner under contract within one mile of the exterior boundary of contracted land proposed for cancellation pursuant to Government Code Section 51284; and

WHEREAS, in accordance with Government Code Section 51283(a), the County Assessor has determined and certified to this City Council the cancellation valuation for determination of the Cancellation Fee; and

WHEREAS, this City Council has certified the Cancellation Fee to be in the amount of \$3,500,000; and

WHEREAS, the City Council has utilized its own judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, the Notice of Non-Renewal dated November 29, 2021 and Petition for Cancellation of the Williamson Act Contract, substantially in the form on file with the City Clerk, relative to the proposed development of the Mossdale Landing West Project on certain real property located in the City of Lathrop, as specified above.

Section 2. Contract Cancellation Findings. The City Council makes the following findings pursuant to California Government Code Section 51282(b):

1. *That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245 of the Government Code.* The property owner has a Williamson Act Notice of Non-Renewal (WNR-21-162), recorded on November 29, 2021 (Document #2021-197093) for the real property under Contract.
2. *That cancellation is not likely to result in the removal of adjacent lands from agricultural use.* The proposed cancellation is for approximately 202.25 acres on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720 and is substantially surrounded by urban development.

The surrounding land uses include the San Joaquin River and associated tributaries to the north, west, and south, and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the the north, east, and south. The closest agricultural uses are to the west, across the San Joaquin River and located within San Joaquin County. It is unlikely that agricultural uses would be removed as a result of the proposed cancellation due to the location and proximity to the proposed project site.

3. *That cancellation is for an alternative use which is consistent with the applicable provisions of the City or County General Plan.* The proposed project includes the subdivision of the development area into 829 single-family residential lots consistent with the City's General Plan and Municipal Code.

The Project site has a General Plan Land Use Designation of LD, Low Density Residential, P, Park, and OS, Open Space and is located within the RL-MV, Low Density Residential and P-MV, Park Zoning Districts. The proposed project includes a General Plan Amendment to modify the General Plan Land Use Map to match the land use configuration for the proposed project and would include LD, Low Density Residential, P, Park, and OS, Open Space designations. The proposed project is consistent with the Goals, Policies and Implementation Actions of the City's General Plan.

4. *That cancellation will not result in discontinuous patterns of urban development.* The project site is substantially surrounded by urban development. As noted above, the surrounding land uses include the San Joaquin River and associated tributaries to the north, west and south, and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the north, east, and south. The development of the proposed project will not result in a discontinuous pattern of urban development. The proposed development would implement the planned land uses contemplated in the West Lathrop Specific Plan and the City's General Plan.
5. *That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.*

There are no proximate noncontracted land which is both available and suitable for the development of the proposed project.

The project site is substantially surrounded by urban development, including Mossdale Landing, a mixed-use master planned community with largely single-family residences and the planned Ethel Allen Elementary School at the intersection of Barbara Terry Boulevard and McKee Boulevard.

Section 3. Williamson Act Cancellation Conditions and Contingencies. Pursuant to the provisions of Government Code Section 51283.4, the City Council establishes the following conditions and contingencies, and declares that a Certificate of Cancellation of Contract with respect to the subject parcels be issued and recorded within 30 days after being notified by the landowner that each and all of the conditions and contingencies are satisfied:

1. Payment of the cancellation fee to the San Joaquin County Treasury in the amount of \$3,500,000, as determined pursuant to California Government Code Section 51283. Unless the fee is paid or a certificate of cancellation of contract within one year of the date of the recording of this certificate of tentative cancellation, the cancellation fee shall be recomputed as of the date of the notice described in Government Code Section 51283.4(b) or the date the landowner requests a recomputation pursuant to Government Code Section 51283.4(a).

Section 4. The real property to which the Tentative Certificate of Cancellation applies is situated in the City of Lathrop, County of San Joaquin, State of California, and is described as follows:

APNs: 191-190-74 and 191-190-75, Containing 202.25 acres, more or less

Section 5. Upon approval of the Certificate of Tentative Cancellation of Land Conservation Contract 73-C1-73, the Mayor shall execute the form of the Certificate of Tentative Cancellation by the City Attorney and Community Development Director, as illustrated and incorporated by reference as Attachment 16 of the City Council Staff Report, and cause it to be filed for record, all in accordance with Government Code Section 51283.4(a).

Section 6. The City shall publish a Notice of Decision as required by Government Code Section 51284, and send a copy of the published Notice of Decision to the California State Director of Conservation.

Section 7. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the City Council hereby approves the Tentative Cancellation of Land Conservation Contract 73-C1-73.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby approve the Tentative Cancellation of Land Conservation Contract 73-C1-73 and certify the Cancellation Fee, as illustrated and incorporated by reference as Attachment 17 of the City Council Staff Report and that the Mayor is authorized to execute a Certificate of Tentative Cancellation, as illustrated and incorporated by reference as Attachment 16 of the City Council Staff Report.

The foregoing resolution was passed and adopted this 11th day of August 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

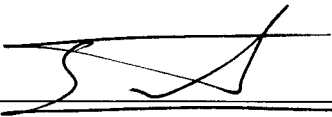
ABSTAIN:

ABSENT:

SIGNED:

Paul Akinjo, Mayor

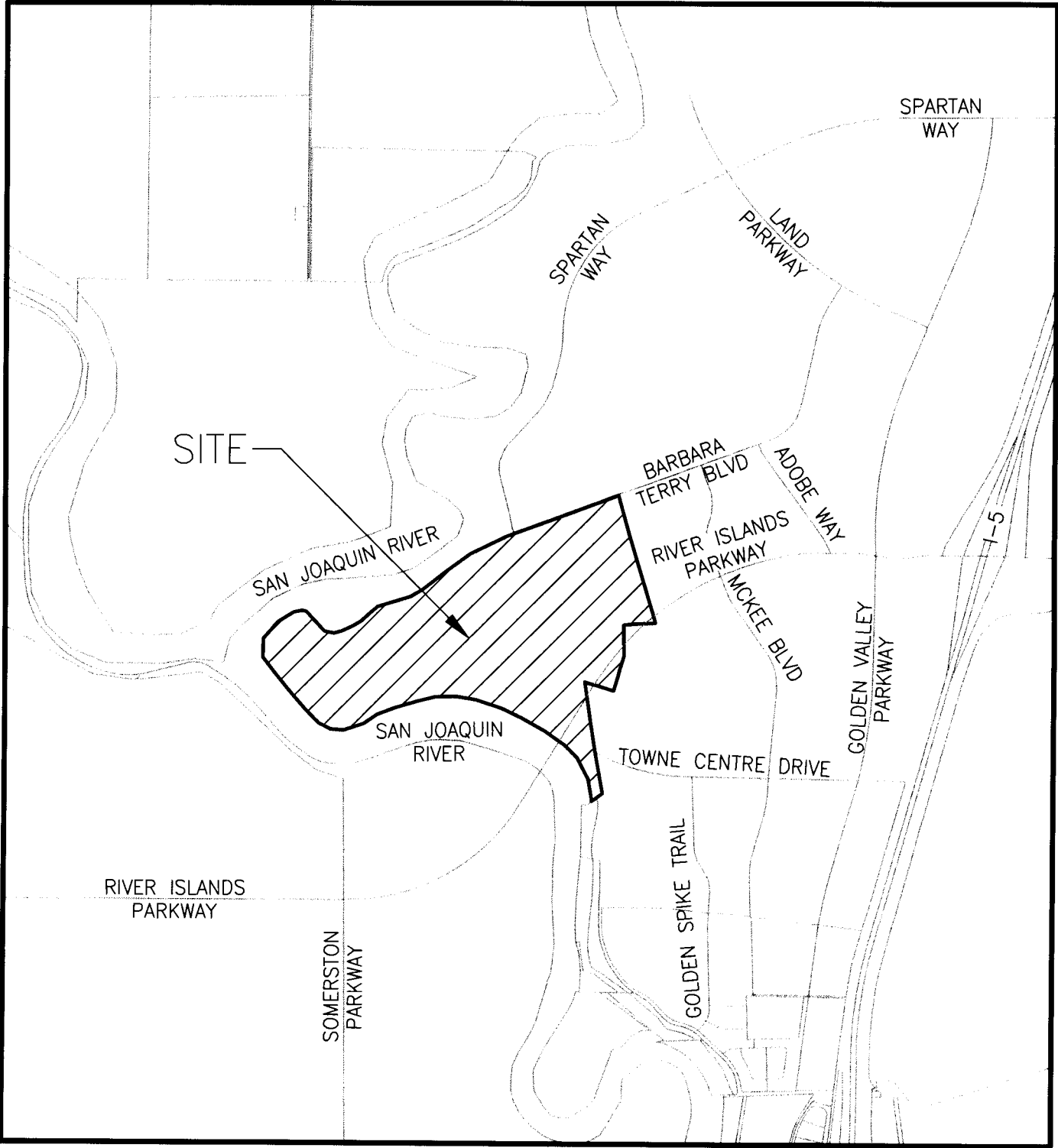
APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

Resolution No. 25-



VICINITY MAP

N.T.S.

Attachment 8

Mossdale Landing West Project

GPA-22-23, REZ-22-24, SPA-22-25, VTM-22-27, AGC-22-28

Draft Environmental Impact Report, prepared by De Novo Planning Group, dated January, 2025

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Draft Environmental Impact Report is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

Individuals that are unable to access the document at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at planning@ci.lathrop.ca.us or (209) 941-7290 to obtain a copy.

Attachment 9

Mossdale Landing West Project

GPA-22-23, REZ-22-24, SPA-22-25, VTM-22-27, AGC-22-28

Final Environmental Impact Report, prepared by De Novo Planning
Group, dated April, 2025

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Final Environmental Impact Report is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/com-dev/page/public-review-documents>

Individuals that are unable to access the document at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at planning@ci.lathrop.ca.us or (209) 941-7290 to obtain a copy.

Attachment 10

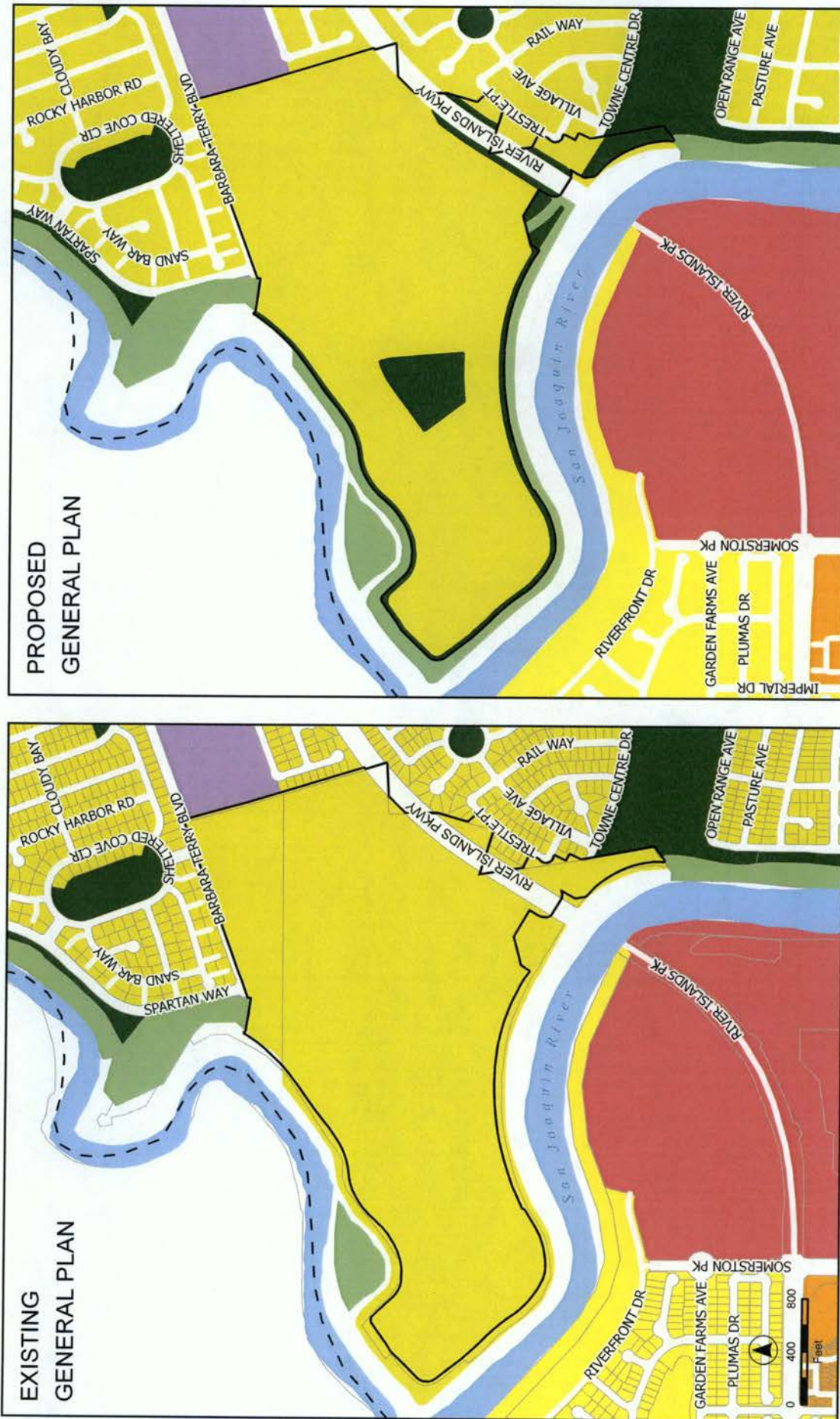
Mossdale Landing West Project

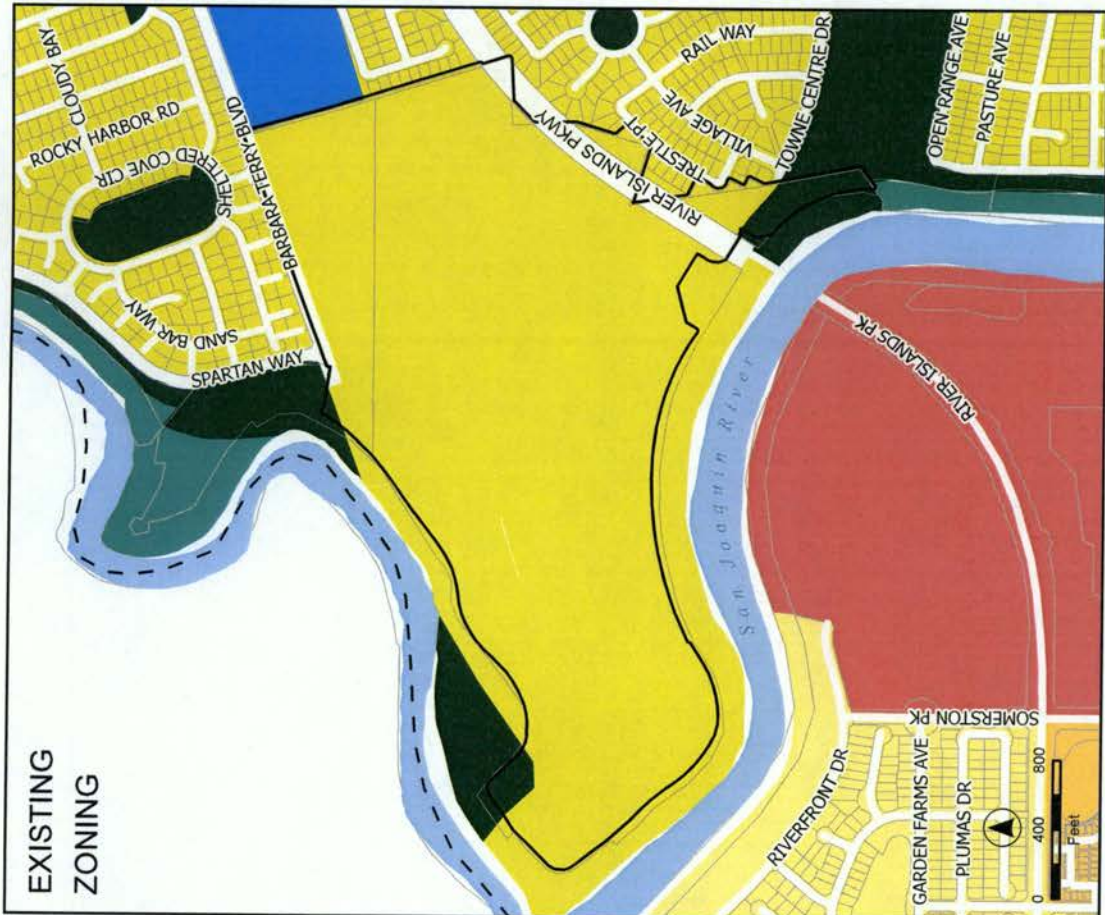
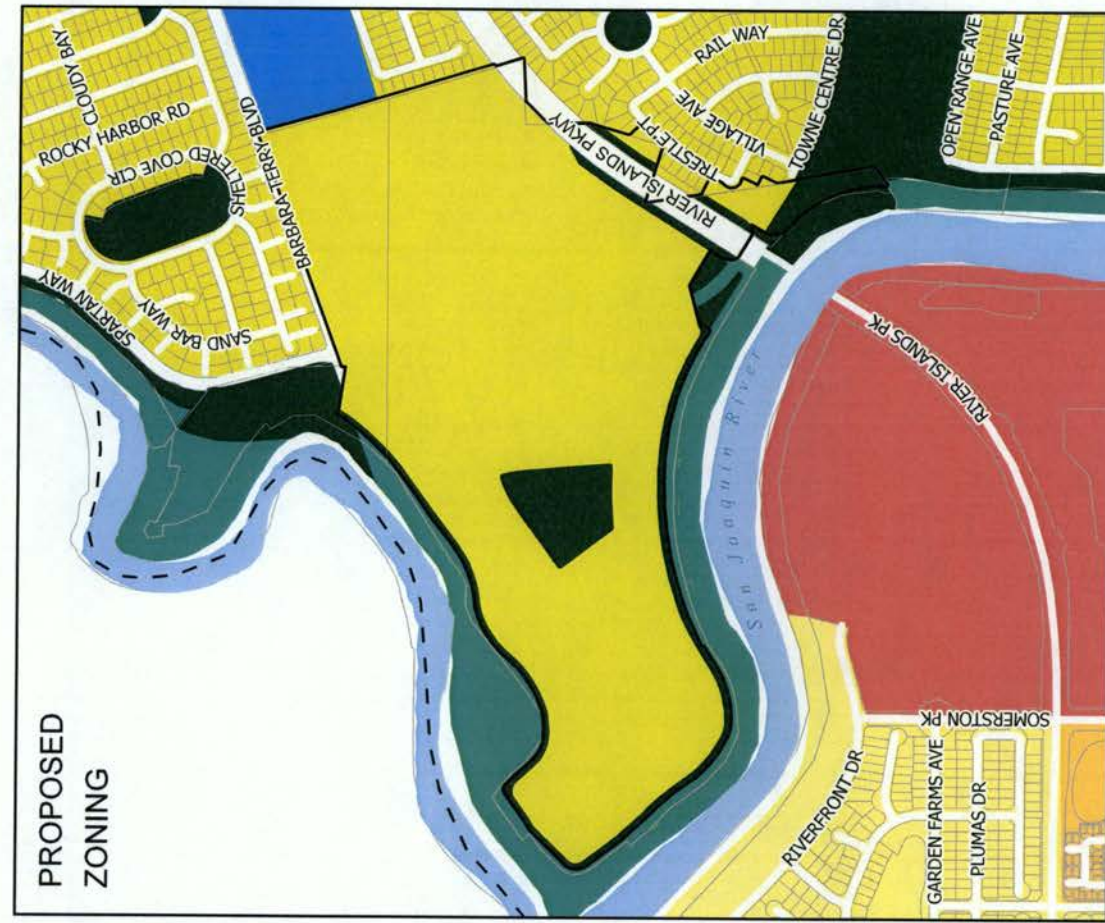
GPA-22-23, REZ-22-24, SPA-22-25, VTM-22-27, AGC-22-28

Mossdale Landing West Specific Plan, dated December 16, 2024

Due to the size of this document, it has not been reproduced in the staff report. A copy of the Mossdale Landing West Specific Plan is available for viewing and download on the City's website at <https://www.ci.lathrop.ca.us/planning/page/mossdale-landing-west-project>

Individuals that are unable to access the document at the website listed above or would require a computer disk or thumb drive containing a copy of the document should contact Planning Staff at planning@ci.lathrop.ca.us or (209) 941-7290 to obtain a copy.





- Legend**
- Project Boundary
 - Lathrop City Boundary
 - OS-MV
 - P-MV
 - P/QP-MV
 - RL-MV
 - MU-RI
 - RL-RI
 - RM-RI

Source: City of Lathrop, San Joaquin County GIS. Map date: March 20, 2024.

The North Planning Group
A Land Use Planning, Design, and Construction Firm

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 17.63 Mossdale Landing West Zoning Districts

17.63.010 Mossdale Landing West Zoning Districts; purposes and application

Purpose: the Mossdale Landing West zoning districts in this chapter are designed to provide the opportunity for residential uses and public uses compatible with the Mossdale Landing West Specific Plan (MLWSP). The following regulations are supplemented by the entire text of the MLWSP and are always combined with the MV (Mossdale Village) combining zone. These zoning districts, ending in “-MV”, are limited to the Mossdale Village.

Article 1. RL-MV: Residential Low – Mossdale Village

17.63.020 Purpose and application.

The RL-MV zoning districts provides for a mix of low-density residential uses. The RL-MV District regulations are designed to promote and encourage a pleasant environment for family life and to provide space for open space and parks needed to compliment residential neighborhoods.

17.63.021 Permitted Uses.

A. Permitted uses include:

1. One-family detached dwellings.
2. Home occupations in accordance with Chapter 17.64.
3. Raising of fruit and nut trees, vines, vegetables and horticultural specialties on a noncommercial basis;
4. Fenced or enclosed swimming pools for either individual, family or communal use or an exclusive non-commercial basis, provided that no swimming pool shall be located within a utility easement.
5. A “small family day care home” as defined and regulated by the State Health and Safety Code, which provides care to eight (8) or fewer children, including children who reside in the home;
6. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine (9) to fourteen (14) children, including children who reside in the home;

7. A “residential care facility” as defined by the State Health and Safety Code, which provides care to six (6) or fewer persons, whether or not related;

8. Accessory structures and uses located on the same lot with a permitted use;

9. Public or private playgrounds;

10. Public schools;

11. The keeping of animals in accordance with Chapter 17.28 of the Lathrop Zoning Code;

12. Other uses which are added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code.

17.63.022 Conditional Uses.

A. The following uses may be permitted in accordance with the provisions of Chapter 17.112:

1. A State authorized licensed childcare center as defined by the State of California Department of Social Services.

2. Public and private charitable institutions; State authorized hospitals, sanitariums, rest homes, and nursing homes; State authorized, certified, or licensed facility including; a foster home or group home serving nine or more mentally disordered or otherwise handicapped persons, such as rehabilitation homes for alcohol and/or chemically dependent, or dependent and neglected children, where such home provide care on a 24-hour basis.

3. Public and quasi-public use of an educational or religious type, including; private non-profit schools, public or private colleges; churches; parsonages and other religious institutions.

4. Gas and electric transmission lines in accordance with Section 17.108.080, electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks.

17.63.023 Property Development Standards.

Specific development and architecture standards for the Residential Low – Mossdale Village (RL-MV) zone district are established in the Mossdale Landing West Specific Plan document.

17.63.024 Architectural Review Required.

No use shall be established on any lot or site in any RL-MV zone district until architectural plans have been submitted to and approved by the City pursuant to Chapter 17.104 of the Lathrop Municipal Code (other than those exempted by local, state and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

17.63.025 General Provisions and Exceptions

All uses shall be subject to the general provisions and exceptions prescribed in Chapter 17.16. The community development director may approve use interpretations and minor deviations related to the zoning herein.

Article 2. OS-MV: Open Space – Mossdale Village

17.63.030 Purpose and Application.

The OS-MV zoning district is intended to provide for permanent open space in areas that exhibit significant vegetation, wildlife, wetlands, bodies of water or water courses, mineral resources, scenic qualities or recreational potential, water quality and storm water detention basins, and that are designated open space within the Mossdale Village area. The district is further intended to be applied to lands within the city that are subject to an agricultural land conservation contract under the provisions of the Williamson Act.

17.63.031 Permitted Uses

- A. Permitted uses include:
1. Recreational – active.
 2. Recreational – passive.
 3. Trails and maintenance roads.
 4. Levees and other related facility equipment.
 5. Private or public infrastructure.
 6. Resource management lands.
 7. River or other water courses.

8. Drainage, water quality, and other similar facilities, including swales and basins.

9. Reclaimed water storage ponds.

10. Spray fields.

11. Storm drain detention and retention basins.

12. Incidental and accessory structures and uses on the same site as a permitted use.

13. Other uses added to this list by the planning commission according to the procedures in Section 17.16.020 of the Lathrop Zoning Code.

17.63.032 General Provisions and Exceptions

All uses shall be subject to the general provisions and exceptions prescribed in Chapter 17.16 of the Lathrop Municipal Code.

Article 3. P-MV: Park – Mossdale Village

17.63.040 Application.

The P-MV district is intended to provide for neighborhood, community and regional parks, greenways, and other outdoor recreation facilities to allow for a wide array of local and community recreational activities and entertainment opportunities within urban development. Specific uses intended for this zoning district include: public recreation sites including ball fields, tot lots and play apparatus, adult softball and soccer playing fields, swimming pools, community center buildings, meeting facilities, libraries, art centers, after school care facilities, art in public places, facilities for night-time recreation, trails, benches, interpretive markers, picnic areas, barbeque facilities, landscaping, irrigation, city wells, trees and natural habitat areas. Parks also may be designed to accommodate multi-level storm drainage detention basins that will allow recreation use of areas not needed for detention during a given storm.

17.63.041 Reviewing Authority.

All proposed structures, events, and uses shall be subject to review and approval by the city of Lathrop parks and recreation commission.

[illegible]

LATHROP, CALIFORNIA

ATTACHMENT " 14

COVER SHEET

03/06/2010

DESIGNED:	MP/EH
DRAWN:	EH/BC/C
CHECKED:	MP
SCALE:	AS SHOWN
DATE:	12/18/22
JOB NO.:	38960
FILE NO.:	

SHEET NO.

1 OF 12

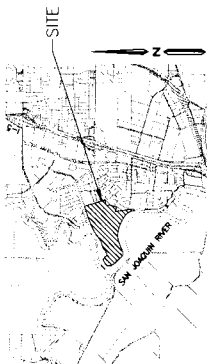
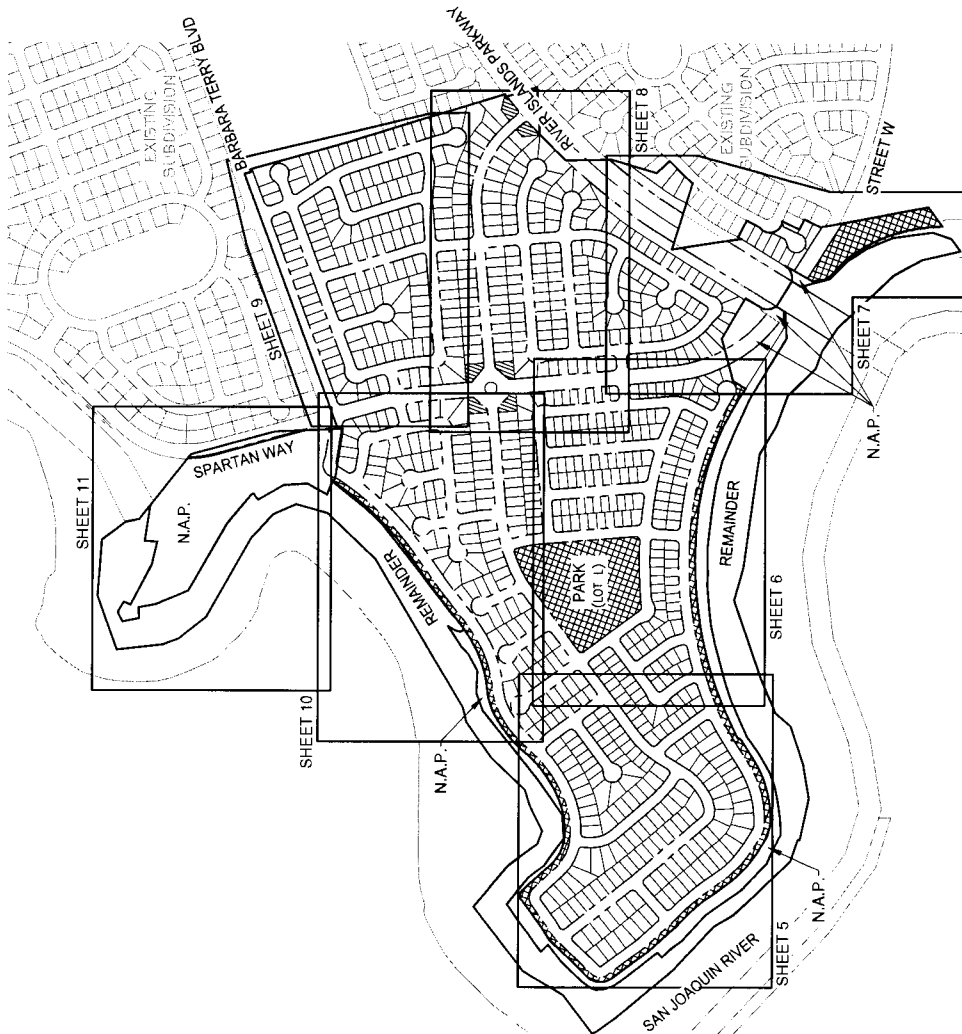
Know what's below.
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SHEET INDEX

- COVER SHEET
EXISTING CONDITIONS
EXISTING CONDITIONS
STREET CROSS SECTION

LEGEND

- PROJECT BOUNDARY
RIGHT-OF-WAY
PROPERTY LINE
CENTERLINE
10' P.U.L.
WATER LINE
RECLAIMED WATER LINE
SANITARY SEWER LINE
STORM DRAIN LINE
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING RECLAIMED WATER LINE
EXISTING SANITARY SEWER LINE
EXISTING STORM DRAIN LINE
EXISTING FIRE HYDRANT
EXISTING WATER VALVE
EXISTING SANITARY SEWER MANHOLE
EXISTING STORM DRAIN MANHOLE
EXISTING STORM DRAIN INLET
EXISTING STORM DRAIN CATCH BASIN
NOT A PART OF THE SUBDIVISION
LANDSCAPED ENTRY
PARK



VICINITY MAP

GENERAL NOTES:

- 1) DRAWS/APPLICANT:
SUEB INVESTMENTS, LP
SUEB CHAMAL, INC.
10000 S. 10TH AVE.
SUITE 200
CONTACT: SUEB CHAMAL
(252) 460-4688
- 2) CIVIL ENGINEER
D.L.S. ENGINEERING
1015 S. HENDERSON
SUITE A
MORRISTOWN, NC 28550
CONTACT: D. S. SUEB
(919) 571-1765
- 3) ASSessor's PARCEL NUMBERS: 191-190-074, 191-190-075, 191-190-076, 191-190-077, 191-190-078, 191-190-079, 191-190-080, 191-190-022, 191-190-020, 191-190-021, 191-190-022, 191-190-023, 191-190-024, 191-190-025, 191-190-026, 191-190-027, 191-190-028, 191-190-029, 191-190-030, 191-190-031, 191-190-032, 191-190-033, 191-190-034, 191-190-035, 191-190-036, 191-190-037, 191-190-038, 191-190-039, 191-190-040, 191-190-041, 191-190-042, 191-190-043, 191-190-044, 191-190-045, 191-190-046, 191-190-047, 191-190-048, 191-190-049, 191-190-050, 191-190-051, 191-190-052, 191-190-053, 191-190-054, 191-190-055, 191-190-056, 191-190-057, 191-190-058, 191-190-059, 191-190-060, 191-190-061, 191-190-062, 191-190-063, 191-190-064, 191-190-065, 191-190-066, 191-190-067, 191-190-068, 191-190-069, 191-190-070, 191-190-071, 191-190-072, 191-190-073, 191-190-074, 191-190-075, 191-190-076, 191-190-077, 191-190-078, 191-190-079, 191-190-080, 191-190-081, 191-190-082, 191-190-083, 191-190-084, 191-190-085, 191-190-086, 191-190-087, 191-190-088, 191-190-089, 191-190-090, 191-190-091, 191-190-092, 191-190-093, 191-190-094, 191-190-095, 191-190-096, 191-190-097, 191-190-098, 191-190-099, 191-190-100, 191-190-101, 191-190-102, 191-190-103, 191-190-104, 191-190-105, 191-190-106, 191-190-107, 191-190-108, 191-190-109, 191-190-110, 191-190-111, 191-190-112, 191-190-113, 191-190-114, 191-190-115, 191-190-116, 191-190-117, 191-190-118, 191-190-119, 191-190-120, 191-190-121, 191-190-122, 191-190-123, 191-190-124, 191-190-125, 191-190-126, 191-190-127, 191-190-128, 191-190-129, 191-190-130, 191-190-131, 191-190-132, 191-190-133, 191-190-134, 191-190-135, 191-190-136, 191-190-137, 191-190-138, 191-190-139, 191-190-140, 191-190-141, 191-190-142, 191-190-143, 191-190-144, 191-190-145, 191-190-146, 191-190-147, 191-190-148, 191-190-149, 191-190-150, 191-190-151, 191-190-152, 191-190-153, 191-190-154, 191-190-155, 191-190-156, 191-190-157, 191-190-158, 191-190-159, 191-190-160, 191-190-161, 191-190-162, 191-190-163, 191-190-164, 191-190-165, 191-190-166, 191-190-167, 191-190-168, 191-190-169, 191-190-170, 191-190-171, 191-190-172, 191-190-173, 191-190-174, 191-190-175, 191-190-176, 191-190-177, 191-190-178, 191-190-179, 191-190-180, 191-190-181, 191-190-182, 191-190-183, 191-190-184, 191-190-185, 191-190-186, 191-190-187, 191-190-188, 191-190-189, 191-190-190, 191-190-191, 191-190-192, 191-190-193, 191-190-194, 191-190-195, 191-190-196, 191-190-197, 191-190-198, 191-190-199, 191-190-200, 191-190-201, 191-190-202, 191-190-203, 191-190-204, 191-190-205, 191-190-206, 191-190-207, 191-190-208, 191-190-209, 191-190-210, 191-190-211, 191-190-212, 191-190-213, 191-190-214, 191-190-215, 191-190-216, 191-190-217, 191-190-218, 191-190-219, 191-190-220, 191-190-221, 191-190-222, 191-190-223, 191-190-224, 191-190-225, 191-190-226, 191-190-227, 191-190-228, 191-190-229, 191-190-230, 191-190-231, 191-190-232, 191-190-233, 191-190-234, 191-190-235, 191-190-236, 191-190-237, 191-190-238, 191-190-239, 191-190-240, 191-190-241, 191-190-242, 191-190-243, 191-190-244, 191-190-245, 191-190-246, 191-190-247, 191-190-248, 191-190-249, 191-190-250, 191-190-251, 191-190-252, 191-190-253, 191-190-254, 191-190-255, 191-190-256, 191-190-257, 191-190-258, 191-190-259, 191-190-260, 191-190-261, 191-190-262, 191-190-263, 191-190-264, 191-190-265, 191-190-266, 191-190-267, 191-190-268, 191-190-269, 191-190-270, 191-190-271, 191-190-272, 191-190-273, 191-190-274, 191-190-275, 191-190-276, 191-190-277, 191-190-278, 191-190-279, 191-190-280, 191-190-281, 191-190-282, 191-190-283, 191-190-284, 191-190-285, 191-190-286, 191-190-287, 191-190-288, 191-190-289, 191-190-290, 191-190-291, 191-190-292, 191-190-293, 191-190-294, 191-190-295, 191-190-296, 191-190-297, 191-190-298, 191-190-299, 191-190-300, 191-190-301, 191-190-302, 191-190-303, 191-190-304, 191-190-305, 191-190-306, 191-190-307, 191-190-308, 191-190-309, 191-190-310, 191-190-311, 191-190-312,

PLAN REVISIONS		
NO.	DATE	REVISION

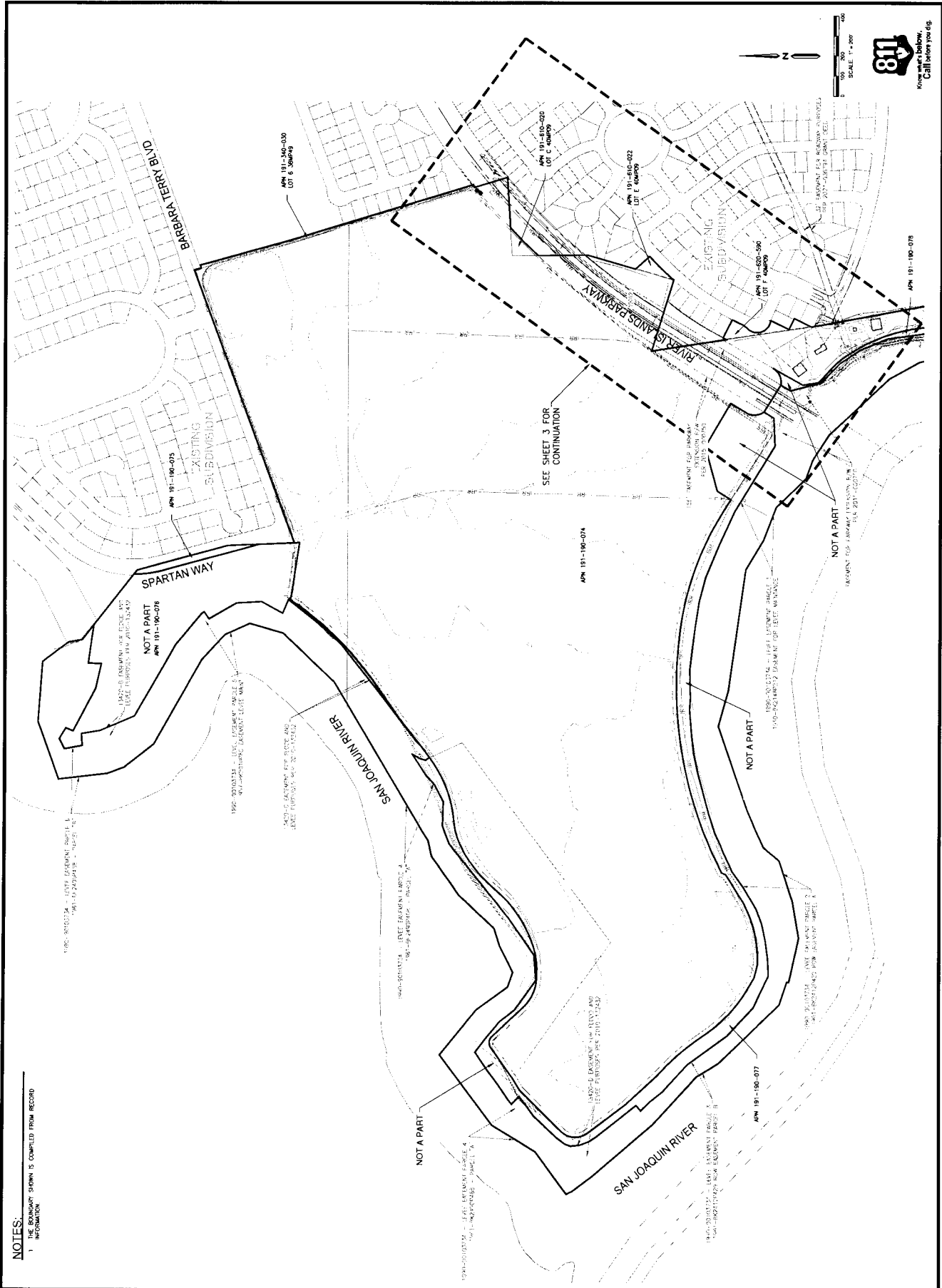
ODELL ENGINEERING
 1185 Santa Rosa, Suite A
 Modesto, CA 95205
 collingengineering.com

MOSSDALE LANDING WEST VESTING TENTATIVE MAP LATHROP, CALIFORNIA

EXISTING
 CONDITIONS

APPROVED:	
DESIGNED:	MAP 1/21
DRAWN:	04/02/20
CHECKED:	MAP
SCALE:	AS SHOWN
DATE:	12/18/2024
JOB NO.:	30980
FILE NO.:	191-190-076

SHEET NO. **2** OF **12**



NOTES:
 1 THE BOUNDARY SHOWN IS COMPILED FROM RECORD INFORMATION.



PLAN REVISIONS		
NO.	DATE	REVISION

ODELL
ENGINEERING
1185 Santa Clara, Suite A
Menlo Park, CA 94025
coll@engineering.com

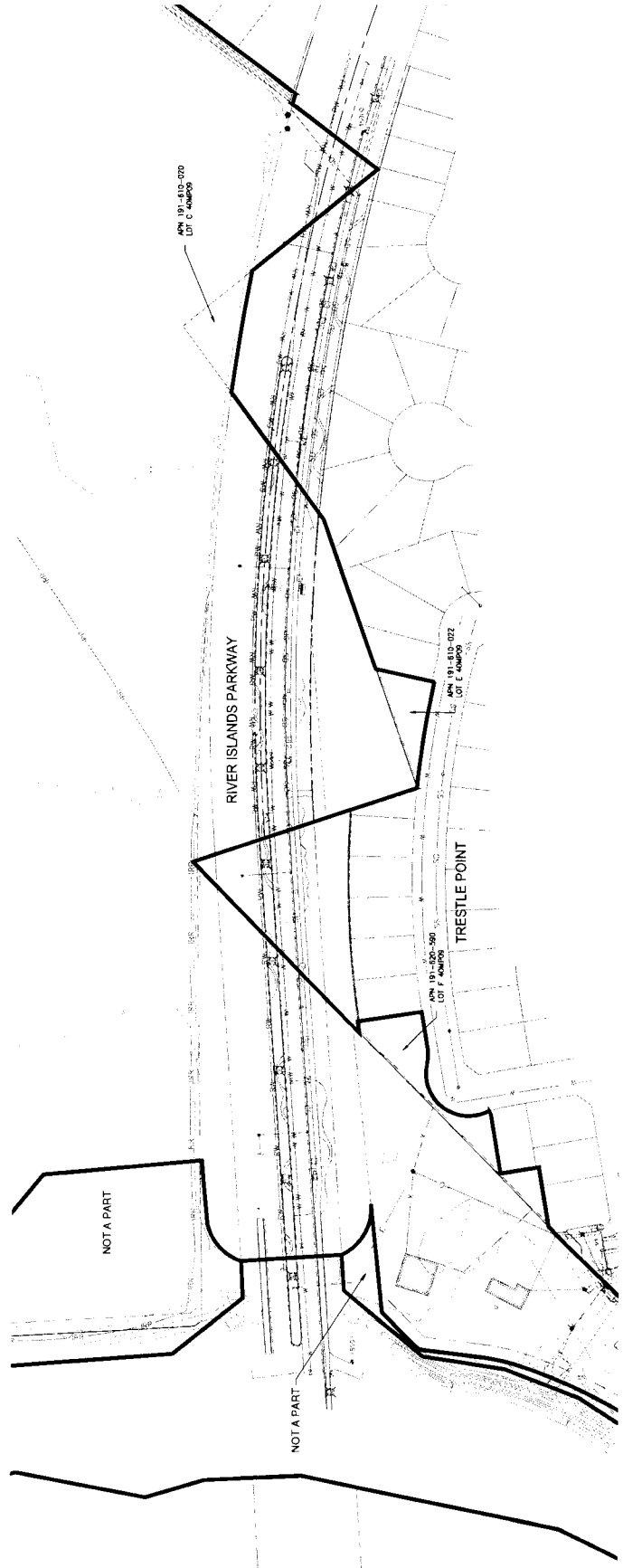
MOSSDALE LANDING WEST VESTING TENTATIVE MAP LATHROP, CALIFORNIA

EXISTING
CONDITIONS

APPROVED	
DESIGNED	MD/NA
DRAWN	EN/BC/ZE
CHECKED	UP
SCALE	AS SHOWN
DATE	12/18/2024
DIST. NO.	30800
FILE NO.	

SHEET NO.
3
OF
12

NOTES:
1. THE BOUNDARY SHOWN IS COMPILED FROM RECORD INFORMATION



0 40 80 160
SCALE: 1" = 80'

Know what's below.
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PLAN REVISIONS		
NO.	DATE	REVISION

O'DELL
ENGINEERING
1165 Serrano Drive, Suite A
Modesto, CA 95350
oedelling@earthlink.net

VESTING TENTATIVE MAP MOSSDALE LANDING WEST

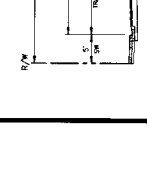
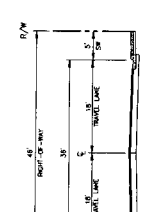
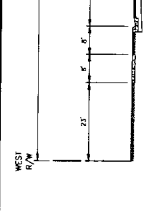
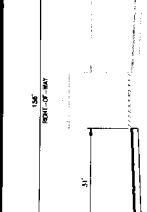
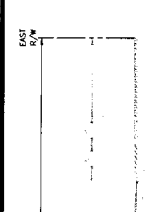
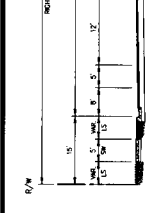
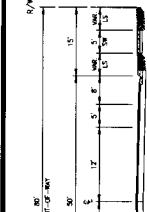
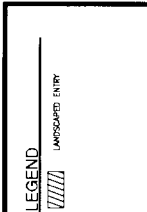
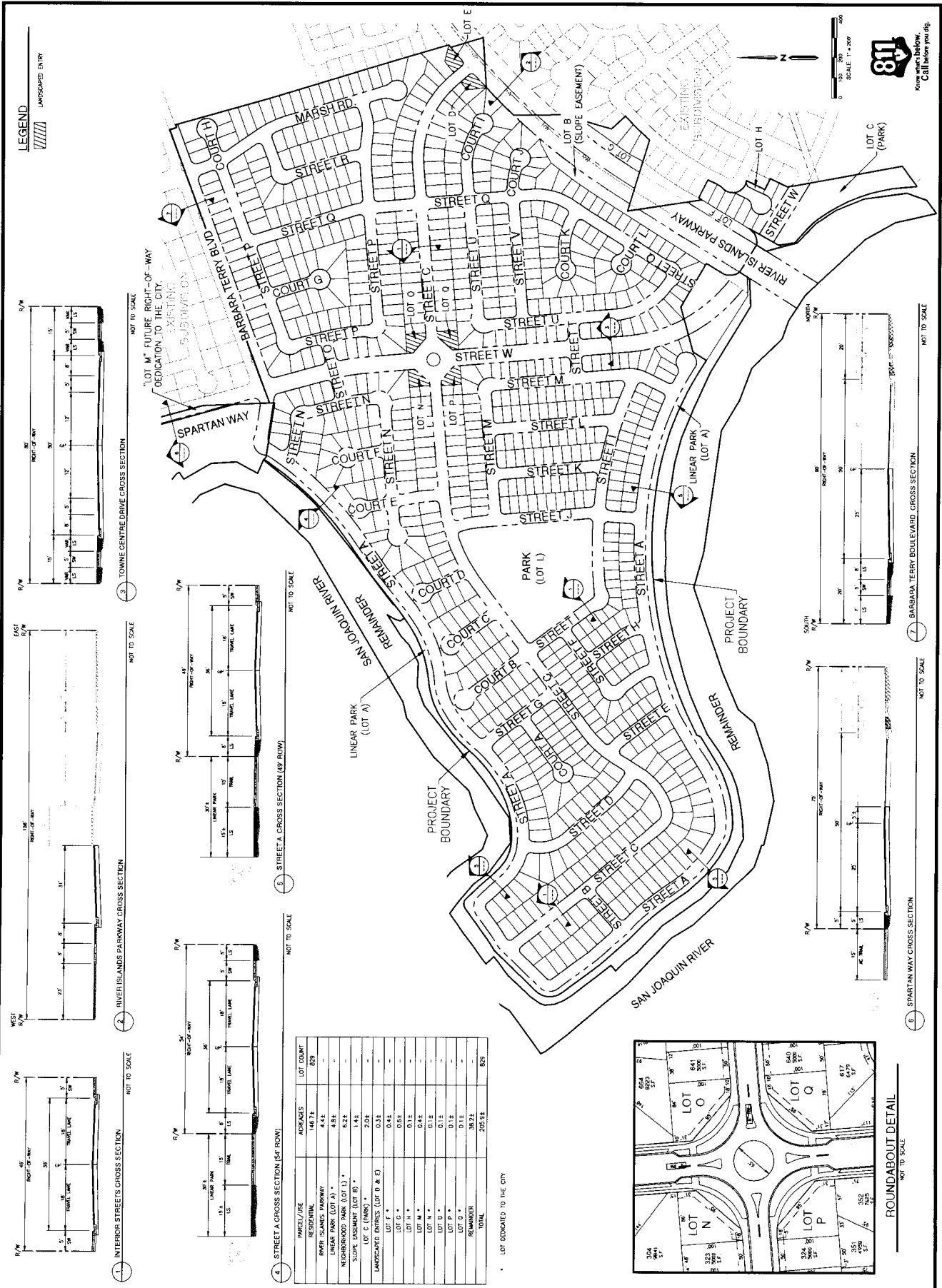
LATHROP, CALIFORNIA

STREET CROSS
SECTIONS

APPROVED

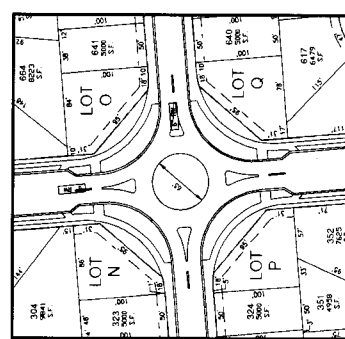
DESIGNED BY	MP/D
DRAWN BY	STW/TC
CHECKED BY	AS
DATE	12/18/2024
JOB NO.	38082
FILE NO.	

SHEET NO. **4** OF **12**



PANEL / USE	ADJUSTMENTS	LOT COUNT
BARBANA TERRY BOULEVARD	4.0	220
RIVER ISLANDS PARKWAY	4.0	220
LINEAR PARK (LOT A)	4.0	220
NEIGHBORHOOD PARK (LOT B)	4.0	220
SLOPE EASEMENT (LOT C)	4.0	220
LANDSCAPE EASEMENT (LOT D & E)	4.0	220
LOT F	0.1	220
LOT G	0.1	220
LOT H	0.1	220
LOT I	0.1	220
LOT J	0.1	220
LOT K	0.1	220
LOT L	0.1	220
LOT M	0.1	220
LOT N	0.1	220
LOT O	0.1	220
LOT P	0.1	220
LOT Q	0.1	220
LOT R	0.1	220
LOT S	0.1	220
LOT T	0.1	220
REMAINDER	38.2	220
TOTAL	205.2	220

* LOT DEDICATED TO THE CITY



ROUNDABOUT DETAIL
NOT TO SCALE

PLAN REVISIONS	
NO.	DATE

O'DELL
ENGINEERING

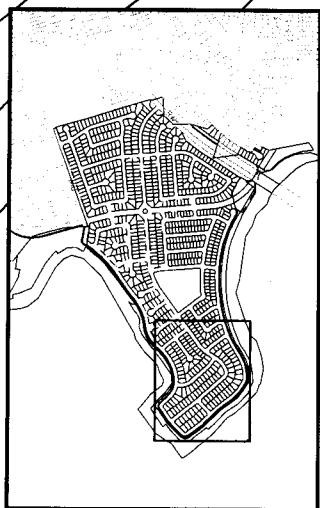
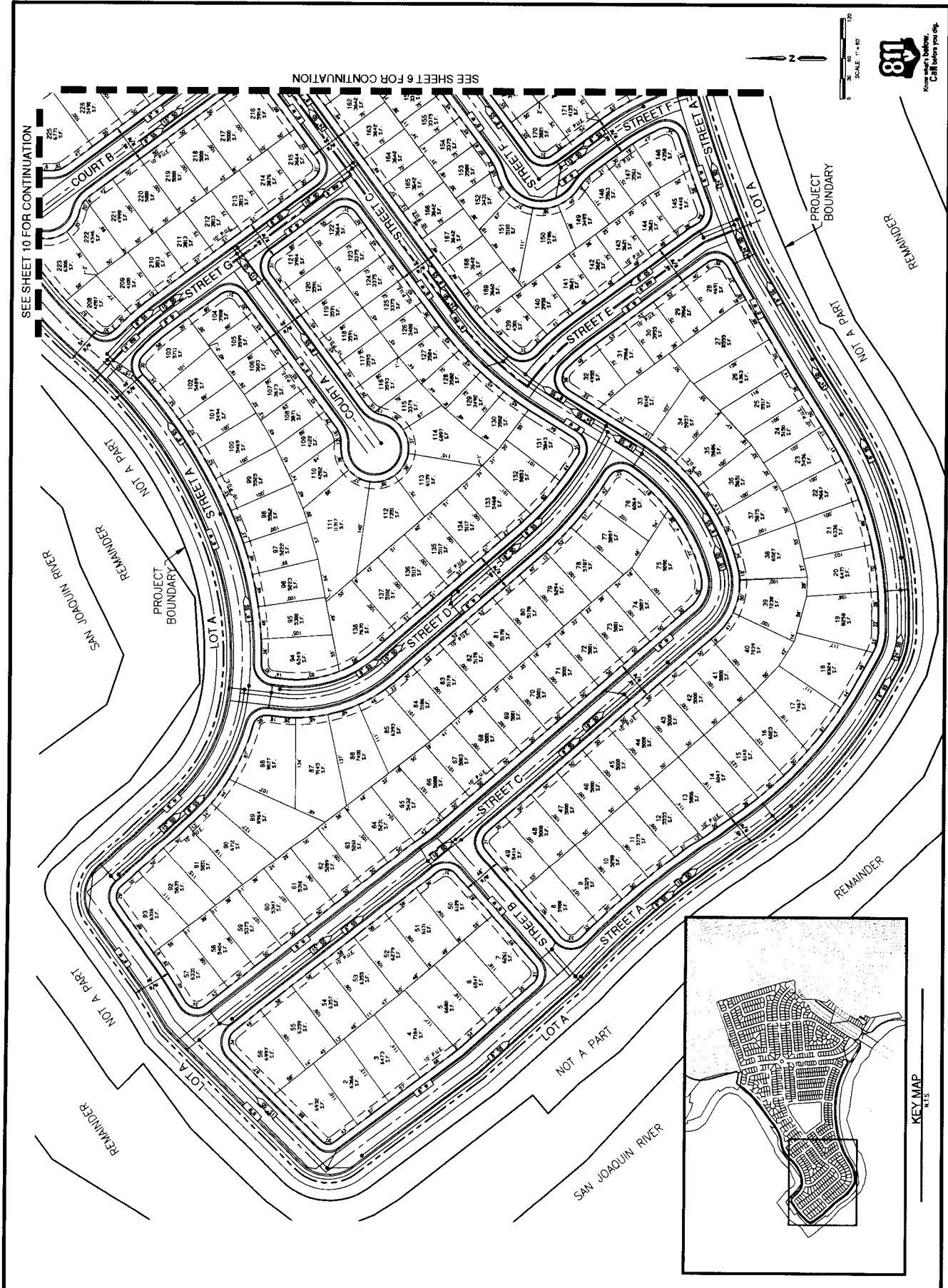
1165 Santa Drive, Suite A
Modesto, CA 95350
oedellingengineering.com

LATHROP, CALIFORNIA
VESTING TENTATIVE MAP
MOSSDALE LANDING WEST

LAYOUT

APPROVED:	
DESIGNED:	UP/D
DRAWN:	UP/D
CHECKED:	UP/D
SCALE:	AS SHOWN
DATE:	12/18/2024
JOB NO.:	35080
FILE NO.:	

SHEET NO. **5** OF **12**



811

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NO.	DATE	REVISION

O'DELL
ENGINEERING
1165 Santee Drive, Suite A
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oedellingengineering.com

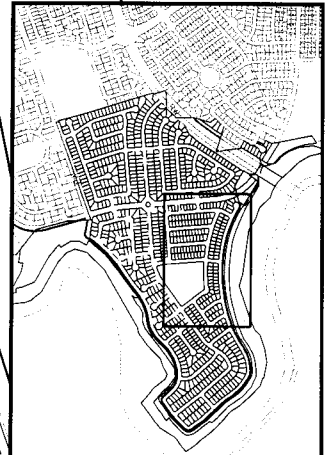
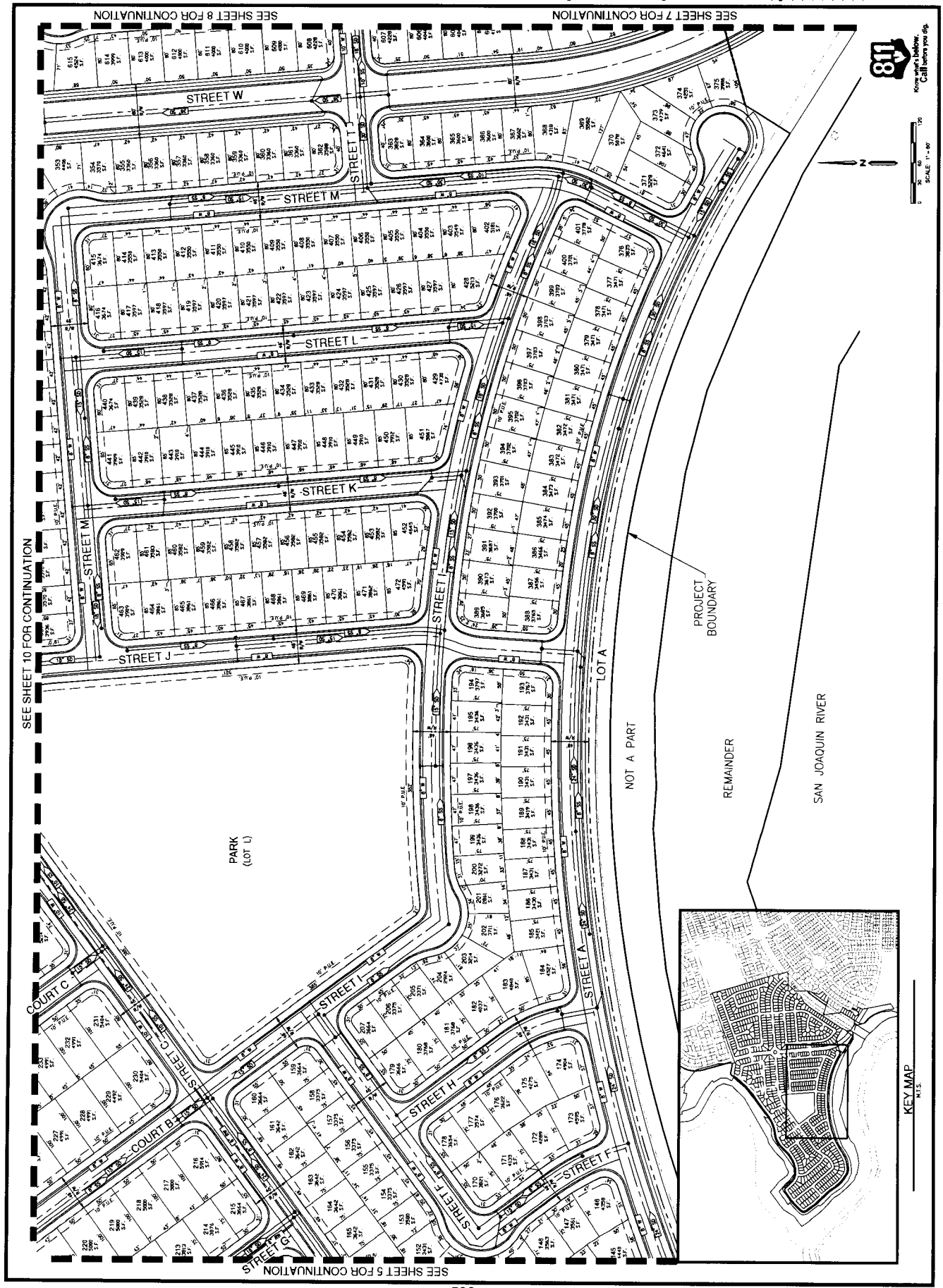
VESTING TENTATIVE MAP MOSSDALE LANDING WEST

LATHROP, CALIFORNIA

LAYOUT

APPROVED:	DATE:
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
SCALE:	DATE:
JOB NO.:	DATE:
FILE NO.:	DATE:

SHEET NO. **6**
OF 12



KEY MAP
N.T.S.



SCALE 1" = 40'

M:\JSSD--Mission Landing\WFF\Planning\Funding\WFF--Mission Landing\Envision Map--JSSD.dwg [Autocad] 12/18/2024

MOSSDALE LANDING WEST
VESTING TENTATIVE MAP
LATHROP, CALIFORNIA

LAYOUT

APPROVED:

DESIGNED	BY/EN

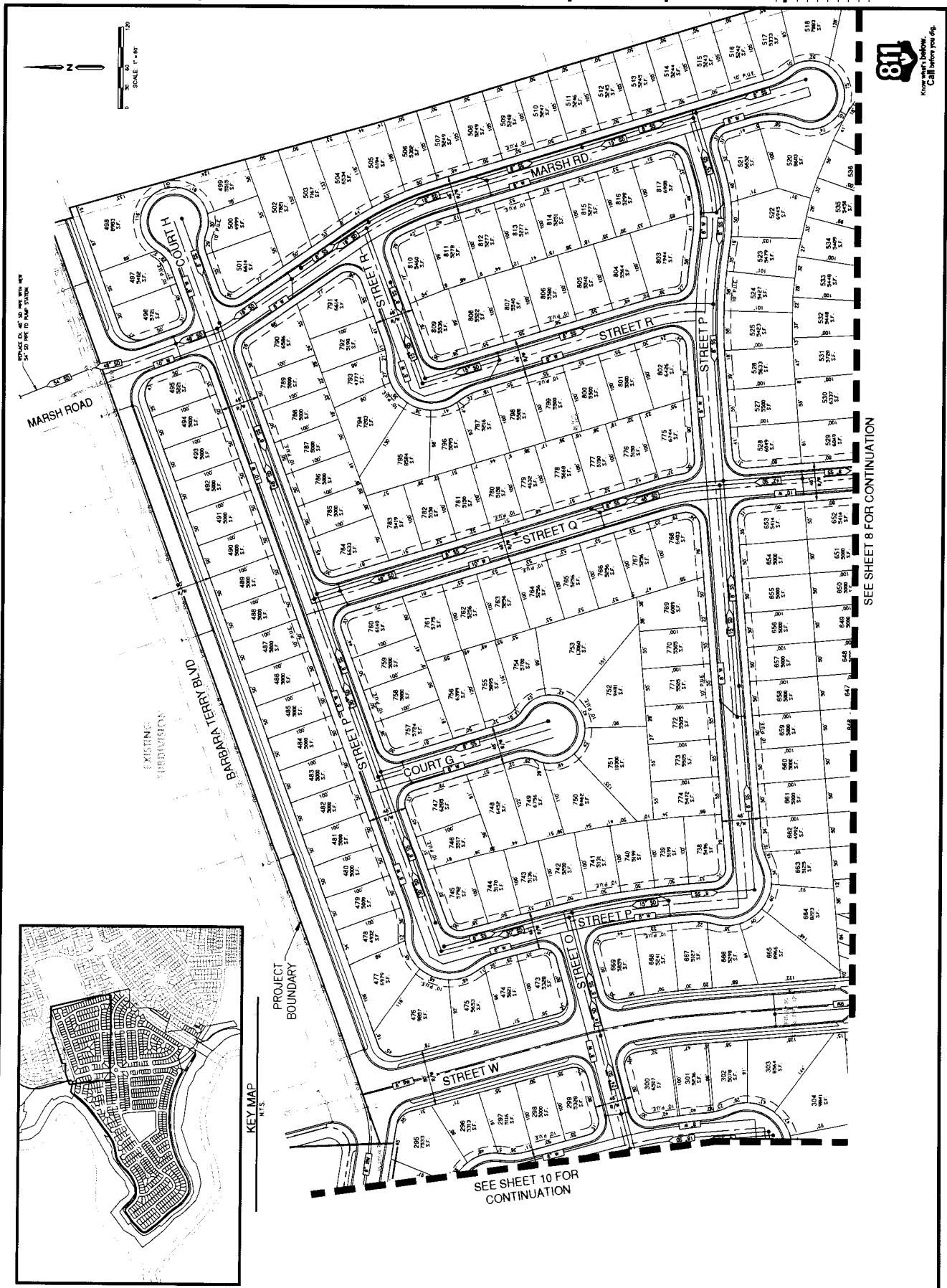
DRAWN	BY/EN

CHECKED	BY

SCALE	AS SHOWN

FILE NO.	PROJECT NO.

SHEET NO. **9** OF **12**



PLAN REVISIONS		
NO.	DATE	REVISION

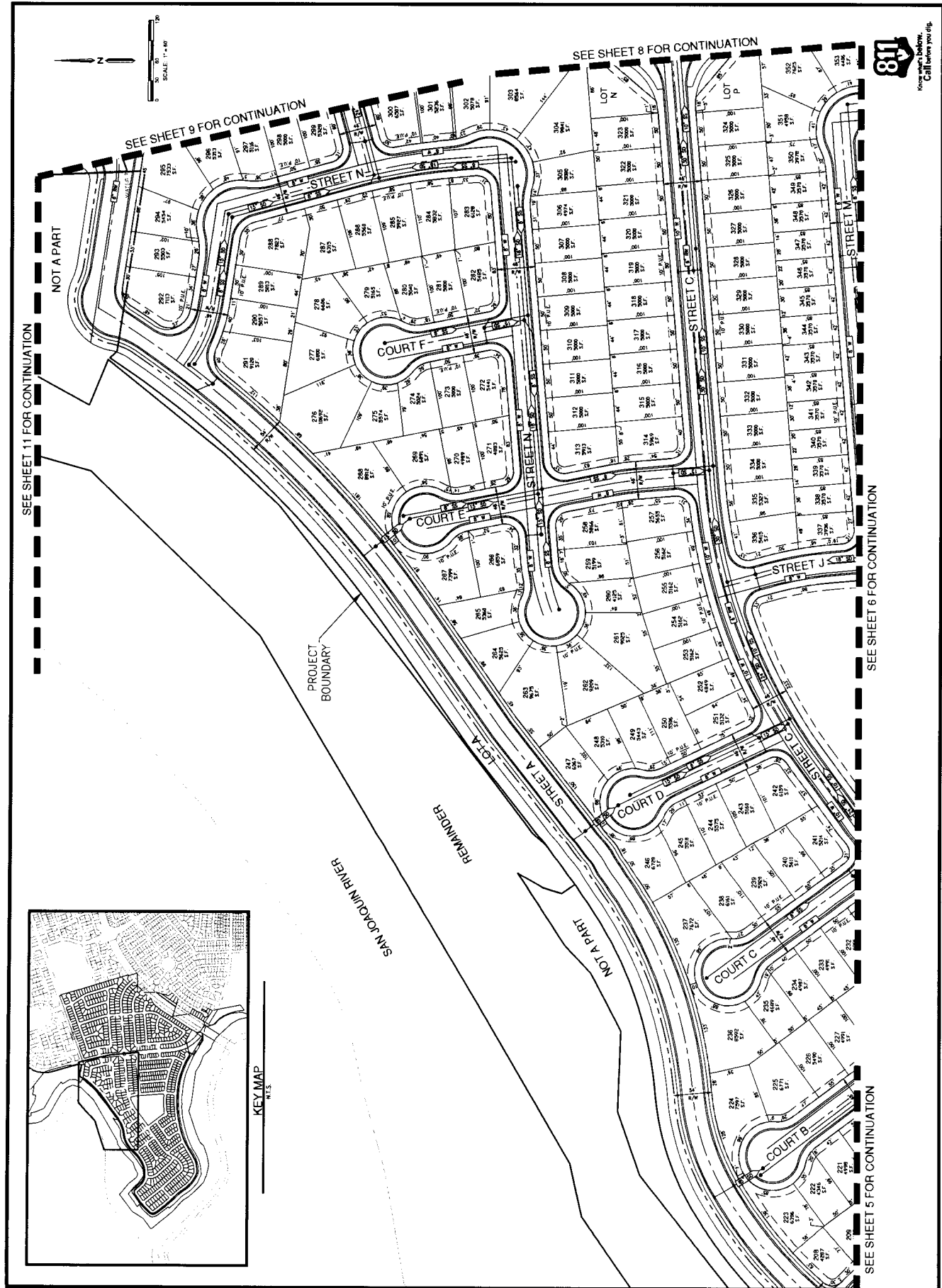
ODELL ENGINEERING
 1165 State Drive, Suite A
 Redwood City, CA 94063
 odelldesign.com

MOSSDALE LANDING WEST
 VESTING TENTATIVE MAP
 LATHROP, CALIFORNIA

LAYOUT

APPROVED	
DESIGNED BY	UD/UD
DRAWN BY	UD/UD
CHECKED BY	UD/UD
SCALE	AS SHOWN
DATE	12/18/2024
JOB NO.	38880
FILE NO.	

SHEET NO. **10**
 OF
12



Community Development Department – Planning Division

Consolidated Conditions of Approval

July 16, 2025

Project Name: Mossdale Landing West
File Number: Vesting Tentative Subdivision Map No. VTM-22-27 (Tract No. 4146)
Project Address: APNs: 191-190-74, -75, -76, -77, -78, 191-340-03, 191-610-02, -22, 191-620-50, and -59

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and/or conditions may be added pending the response to the comments noted below and/or changes to the proposed project. The following comments and conditions of approval are based on the application and diagrams dated December 18, 2024.

The conditions below shall apply to the Vesting Tentative Map (VTM) for the Mossdale Landing West project. The Mossdale Landing West project shall be developed in accordance with the Lathrop General Plan, the Mossdale Landing West Specific Plan, Mitigation Measures identified in the Mossdale Landing West Specific Plan Environmental Impact Report, the Lathrop Municipal Code, and the current City Design and Construction Standards.

The Mossdale Landing West Specific Plan Final Environmental Impact Report (FEIR) with Mitigation Measures specific to development of this project (SCH #2024030835) has been prepared in compliance with the California Environmental Quality Act (CEQA) . The Draft and Final EIR and associated Findings of Fact, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP), are incorporated by reference into this list of conditions (MMRP attached).

General Requirements

1. For purposes of these conditions of approval the following definitions shall apply:
 - a) Applicant shall mean WSBG Investments, LP.
 - b) Lathrop General Plan (GP) shall mean the GP as adopted on September 19, 2022 and all related amendments thereto through the date of approval of VTM 4146, including the Lathrop General Plan Amendment for the Mossdale Landing West project.
 - c) Lathrop Municipal Code (LMC) shall mean the LMC effective as of the date of approval of VTM 4146.
 - d) Mossdale Landing West Specific Plan Final Environmental Impact Report (FEIR) shall mean the FEIR as certified by the Lathrop City Council on _____, 2025

- e) Mossdale Landing West Specific Plan (MLWSP) 2 shall mean the MLWSP as adopted on _____, 2025.
- f) Design & Construction Standards shall mean the City of Lathrop 2024 Design & Construction Standards and Associated Details, as amended.

ON-GOING CONDITIONS

- 2. The applicant shall comply with all documents approved by the City Council and adhere to all verbal representations and exhibits presented by the applicant at the Planning Commission and/or City Council meeting for approval of the Mossdale Landing West project unless subsequently revised by the City.
- 3. In case of a conflict between the various documents, the following order shall prevail: GP, Mitigation Measures for the Mossdale Landing West Specific Plan FEIR, Adopted Fiscal Analysis, Mossdale Landing West Specific Plan, DA, VTM and its Conditions of Approval, LMC, and Design and Construction Standards.
- 4. The applicant shall comply with the Mossdale Landing West Specific Plan Project FEIR. In addition, the applicant shall pay the cost for the City to monitor the Mitigation Measures identified in the Mossdale Landing West Specific Plan FEIR (SCH #2024030835) kept on file in the Community Development Department and the Traffic Monitoring Program (TMP). The requirements contained in the Mitigation Monitoring and Reporting Program (MMRP) and the TMP shall be incorporated into these conditions and constructed in accordance with the MMRP.
- 5. The applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this VTM.
- 6. By accepting the benefits conferred under this VTM, the applicant acknowledges all the conditions imposed and accepts this VTM subject to those conditions with full awareness of the provisions of the Mossdale Landing West Specific Plan, as may be amended from time to time, and the LMC, as applicable.
- 7. The use of the property by the applicant for any activity authorized by this VTM shall constitute acceptance of all of the conditions and obligations imposed by the City on this VTM. The applicant, by said acceptance, waives any challenge as to the validity of these conditions.
- 8. Development shown on the VTM may be phased. Large lot final maps are intended to allow the applicant to sell large parcels to a merchant builder, and are not intended to create buildable lots. For this reason, the large lot final map conditions are a small subset of the small lot final map conditions included herein. Large lot final map conditions include the following:
 - a. The applicant may propose and have approved, a large lot final map over the same or a portion of the Tract 4146 project site, as long as any proposed large lot final map is found to be in substantial compliance with the Tract 4146 VTM map. Such an approval shall not invalidate the Tract 4146 VTM or any of its conditions, mitigations or restrictions adopted as part of its approval.

Subsequent filing of final maps from a large lot VTM may be recorded by the applicant to create larger parcels that may be further subdivided with subsequent small lot final maps that are in substantial conformance with the Tract 4146 and subject to the conditions herein.

- b. Each final map shall stand-alone and be self-sufficient as to access, traffic circulation, utilities, physical infrastructure, and land use pattern subject to approval by the City Engineer.
9. If the City is required to enforce any of the conditions of approval, the applicant shall pay all costs. At the City's sole discretion, the City may require a cash deposit to cover enforcement costs as a condition of the approval of any final map.
10. Concurrently with the recordation of the subdivision map, the applicant shall payoff or cause the reapportionment of any existing assessments on the parcels covered by the final map. Community Facility District assessments are understood to be automatically reapportioned each year and do not require payoff at the time of subdivision.
11. Subdivision identification signage, neighborhood identification signage, park signage, model home signage, community off-site subdivision signage, and other real estate sales/leasing signage shall be consistent with MLWSP.
12. In the event clarification is required for these Conditions of Approval, the Community Development Director and the City Engineer shall have the authority to administratively clarify the intent and wording of these Conditions of Approval without the requirement of a public hearing or to refer questions regarding the interpretation of these Conditions of Approval to the City Council. If an applicant takes issue with the clarification provided administratively, the applicant shall have the right to appeal, pursuant to Chapter 17.125 of the LMC. The Community Development Director and City Engineer shall also have the authority to make minor modifications to these Conditions without a public hearing, provided such modifications are made (in writing in the form of a letter or email) at the request of the applicant and are consistent with and in furtherance of the underlying intent of the condition being modified.
13. The Vesting Tentative Subdivision Map shall expire twenty-four (24) months from the date of approval unless a time extension is granted consistent with the policies and procedures of the Lathrop Municipal Code (LMC) and the Subdivision Map Act. Pursuant to Section 16.12.070(A) of the LMC, failure to record a final map within 24 months of the date of approval or conditional approval of the tentative map shall terminate all proceedings; provided, however, that upon application of the subdivider in writing, an extension not exceeding two years may be granted by the planning commission, except as provided under Section 16.12.070(B) and (C). Section 16.12.070(C) states that "upon application of the subdivider filed prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires maybe extended by the planning commission or city council for a period or periods not exceeding a total of six years per the Subdivision Map Act". Pursuant to Section 16.12.070 (D), the date of approval of the tentative map shall be deemed to be the date of adoption of the resolution of the council declaring approval or conditional approval of the tentative map.

Building Services

14. Building code provisions shall apply to the construction, alteration, moving, demolition, repair, maintenance and use of any building or structure within the jurisdiction of the City, except work located primarily in a public way, public utility towers and poles, mechanical equipment not specifically regulated by building code provisions, and hydraulic flood control structures. All projects shall comply with the most current code recognized by the City at the time of their building permit application. All State and local ordinances shall be applicable to current projects.
15. Geotechnical investigation reports shall be submitted for all building permit projects unless waived by the Building Official, if applicable. When required by the Building Official, the potential for soil liquefaction and soil strength loss during earthquakes shall be evaluated during geo-technical investigations. Compaction reports are required for each building pad site and all compaction reports shall be submitted prior to a foundation inspection and in compliance with the soils and geo-technical recommendations.
16. A completed and approved wet fire hydrants system, or other system approved by the Building Official and LMFD, and all-weather roads shall be in place prior to any flammable or combustible material (such as wood) being brought onto the site. The applicant may tie to the water system for fire flow only. The wet fire hydrant system shall be separated from the City water system via appropriate backflow devices until the water system is accepted by the City for maintenance. Fire access road shall meet the LMFD and the San Joaquin County Fire Chief's Fire Access Road Standard. These fire access roads shall continue to be accessible until acceptance of the public streets by the City.

Public Works

17. The applicant shall install mailboxes as required by City Ordinance. The applicant shall submit a mailbox plan (locations and sizes), along with any drop boxes for outgoing mail for all lots prior to each final map approval. The plan shall be approved by the Lathrop Post Office and included with the first submittal of the improvement plans for each phase. The design of the mailboxes shall be consistent with the Mossdale Landing West Specific Plan.
18. The applicant shall meet the requirements of Chapter 15.56, Floodplain Management, LMC and pay all applicable costs for complying with this Chapter, including the design, construction and maintenance of new reconstructed levee systems. (Chapter 15.56, LMC)
19. The applicant shall meet the requirements of Chapter 17.17, 200-Year Flood Protection, LMC and pay all applicable costs for complying with this Chapter, including timely Findings of Adequate Progress and the design, construction and maintenance of new reconstructed levee systems. (Chapter 17.17, LMC)
20. The applicant shall fund their share of through build out, on an annual basis or at such time period as prescribed, and the City shall prepare, a Traffic Monitoring Program (TMP). The TMP shall be used to determine the current status of the need for traffic circulation system operation improvements for each district. The TMP shall be updated on an bi-annual basis, or sooner if new development has been approved within the City limits and is expected to create traffic related impacts not identified in the last TMP.

The TMP shall determine the near term (2-year) and long term (4-year) circulation improvement needs (including on-site circulation improvements, off-site circulation improvements, bridges, interchange improvements and traffic signals) based upon current operating conditions and projected new development in both the 2-year and 4-year horizon.

Planning Services

21. Substantial Conformance with Vesting Tentative Subdivision Map. The Final Map shall be in substantial conformance with the approved Vesting Tentative Subdivision Map as determined by the Community Development Director. Deviations from the approved Vesting Tentative Map that are not considered in substantial conformance include but are not limited to the following:
 - a. Changes to the proposed location of land uses not otherwise consistent with the adopted Mossdale Landing West Specific Plan land use designation;
 - b. Changes to the proposed densities of a development area that are in excess of the density permitted for that specific area as designated in the MLWSP;
 - c. Significant changes to the size and location of open space and recreation areas within a development area that would result in less open space and recreational areas compared to the amount required to satisfy that development area's Quimby Act requirements;
 - d. Significant modifications (such as to alignment or location) to major roadways, such as to major collector or arterial roads where a precise plan line has been adopted;
 - e. Changes that would result in a new significant, adverse, unmitigated environmental impact, or a significant increase in any previously identified impact.
22. A Williamson Act Notice of Non-Renewal for Williamson Act Contract Number 73-C1-73 was recorded on November 29, 2021 (Accessor Parcel Numbers (APNs) 191-190-74 and 191-190-75) (Doc # 2021-197093). Prior to the approval of any Final Map, the Applicant shall adhere to the Williamson Act Notice of Non-Renewal for Williamson Act Contract Number 73-C1-73 or pay the cancellation fee as required by Section 51283 of the California Government Code and a Certificate of Cancellation is recorded.

PRIOR TO GRADING

General Requirements

23. Prior to commencing any rough grading work on-site, a grading permit application, grading plans complying with the provisions of all City requirements and a soils report, shall be submitted and approved by the City Engineer. Prior to commencing any fine grading work on-site, a grading permit application, grading plans complying with the provisions of all City requirements and a soils report, shall be submitted and approved by the Building Official. All foundation details shall be submitted to and approved by the Building Official prior to issuance of any building permit. The grading plans shall incorporate all the recommendations of the soils and geology reports and shall be reviewed and approved by the developer's soils engineer and geologist prior to issuance of a grading permit. The developer's soils engineer shall sign the plans stating that they conform to the soils report recommendations.

Building Services

24. All septic tanks leach fields and related items in any final map area shall be abandoned and destroyed in a manner approved by the Department of Environmental Health Services. All potable water wells shall be destroyed in a manner approved by the Department of Environmental Health Services.
25. The applicant shall obtain a demolition permit for any structure to be demolished. All underground structures shall be abated, back-filled, inspected and approved by San Joaquin County Environmental Health Services or the Building Official as applicable.
26. For any project requiring an on-site inspector to monitor grading, construction and/or development, the applicant shall deposit funds with the City to cover the full cost of an inspector prior to any land disturbance. The City Engineer or Building Official, as appropriate, shall approve the amount and hire the inspector.

Public Works

27. The applicant shall submit a Notice of Intent (NOI) and obtain a general permit for any disturbance of land on the site from the California Regional Water Quality Control Board (RWQCB). (USEPA Phase II of the Clean Water Act, 40 CFR 122.32(a)(1)). A copy of the Storm Water Pollution Prevention Plan (SWPPP) and approved General Permit shall be filed with the City Engineer prior to any construction on the site.
28. Upon completion of site grading, the site shall be in compliance with the conditions of the General Permit and the Storm Water Pollution Prevention Plan (SWPPP). Erosion control measures and devices shall be installed at perimeter openings and slopes. Newly graded surfaces not immediately involved in construction shall have an approved method of erosion control. Building permits shall not be issued until the City Engineer has determined the site is in compliance with the General Permit and the Storm Water Pollution Prevention Plan (SWPPP).
29. Prior to a grading permit for backbone infrastructure, the applicant shall implement the following conditions regulating construction traffic:
 - a. Any construction equipment traffic proposing to utilize River Islands Parkway and Barbara Terry Boulevard shall be approved by the City Engineer in a traffic control plan submitted and reviewed prior to any construction activities. The plan shall include at least two acceptable access points for emergency vehicles and appropriate signage to direct public traffic away from the construction area.
30. The applicant shall implement a dust control program as part of the measures required by the FEIR for air quality control and the requirements of PM 10 and the Best Available Control Measures (BACM) approved by the City Council. The program shall ensure that, at the City Engineer's discretion, a water vehicle for dust control operations is kept readily available at all times during construction. The developer shall provide the City Engineer with the name and telephone number of the person directly responsible for dust control and operation of the water vehicle.

31. Prior to any grading the applicant shall submit a Geotechnical Investigational Report as required by the City Engineer, which includes seasonal groundwater elevations, soil compaction requirements and recommendations for street structural sections, including a street pavement design for all areas including special design recommendations for areas with a high water table requiring sub-drains.
32. Prior to issuance of a grading permit for backbone infrastructure, a Traffic Control and Emergency Access Plan shall be submitted for review and approval of the Lathrop Police Department, LMFD and the City Engineer. The plan shall allow for existing streets currently open to the public to remain open for traffic at all times with adequate detours during construction.

Planning Services

33. The applicant shall alert construction personnel of the possibility of buried cultural resources, human remains and other such cultural resources and shall immediately comply with all requirements contained in the FEIR, including the stoppage of all work, notification of the Native American Heritage Commission and the San Joaquin County Coroner, as applicable.
34. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements for both the State and Federal endangered species act, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).

Public Safety

35. Prior to issuance of each site-grading permit, a fire protection site plan shall be submitted to and accepted by the LMFD. The fire protection site plan shall include access and turnaround areas, yard storage areas, hazardous material use and storage areas and the arrangement and location of underground fire service mains, control valves, fire hydrants unless these facilities have been shown on approve street improvement plans.
36. Prior to issuance of each site-grading permit, a security plan shall be submitted and approved by the Lathrop Police Department. The security plan shall include the location of all security lighting and provide private security at all times when material is on the site or on-going construction activity is occurring.
37. All construction material storage areas shall be fenced with at least a 6-foot high chain link fence with at least two 20-foot gates for emergency vehicle access. The fencing shall be shown on the fire and security protection site plan.

PRIOR TO RECORDATION OF FINAL MAPS

General Requirements

38. Unless otherwise specified in these conditions, the conditions of approval shall apply prior to recordation of each final map. A “final map” shall mean a map that results in residential parcels of an acre or less in area. A “large lot final map” shall mean a map that results in parcels larger than one acre in area, and is intended to create non-buildable parcels.
39. All utilities per final map shall be installed or otherwise bonded for pursuant to the City of Lathrop standards unless otherwise approved by the City engineer.
40. Prior to recordation of any final map, a Fencing and Soundwall Plan shall be submitted to the City Community Development Department for verification of compliance with the Mossdale Landing West Specific Plan. The plan shall include details regarding materials, location, landscaping, and pedestrian access through cul-de-sacs and similar areas.
41. Prior to approval of any final map, including a large lot final map, all intersections shall have sufficient rights of way to incorporate the approved turning movements.
42. The applicant shall pay all application fees, plan check and inspection fees, recordation fees encroachment permit fees, segregation of assessment fees and other applicable miscellaneous fees in effect at the time the fee is paid as required in the Master Fee Schedule or LMC. Pursuant to Section 16.12.080(A) of the LMC, “whenever the city approves or conditionally approves a vesting tentative map, that approval shall confer a vested right to proceed with development in substantial conformance with only those ordinances, policies and standards of the city in effect at the date when the city first determined that the application for a vesting tentative map was determined to be complete and accepted for filing and processing by the city”.
43. Information shall be submitted with each final map to be filed, as to what entity is responsible to own and maintain all publicly owned parcels to be created with the map.
44. The applicant shall make a good faith effort to acquire all required off-site property interest necessary to construct or provide improvements, including but not limited to temporary construction easements required by the City. If the applicant fails to do so, the applicant shall, at least 120 days prior to submittal of the final map for approval, enter into an agreement to complete the improvements, pursuant to Government Code Section 66462, at such time as the City acquires the property interests required for the improvements. The agreement shall provide for payment by applicant of all costs incurred by the City to acquire the off-site property interests. Security for a portion of these costs shall be in the form of a cash deposit in the amount specified in the appraisal report obtained by the City, at applicant’s cost. The City Engineer shall approve the appraiser prior to commencement of the appraisal report.

45. All sewer, water and recycled water facilities shall conform to the Water, Wastewater, and Recycled Water Master Plans (MP), and the Mossdale Landing West Specific Plan. The applicant shall prepare plans for these facilities in accordance with the City of Lathrop Design and Construction Standards, as amended by approved exceptions, in effect at the time the improvement plans are submitted. The plans shall be reviewed and approved by the City Engineer prior to approval of the final map. The submittal shall include any pertinent engineering analysis and design calculations.
46. All water meters shall be within the public right-of-way unless the City Engineer specifically approves exceptions. All water meters shall be designed for remote reading, and shall include any required data collection towers identified by the City. The City shall not maintain water and sewer system lines beyond existing main line stub outs or on private property, unless otherwise agreed to by the City. Access easements shall be given to the City and recorded concurrently with the final map for any exceptions approved by the City Engineer that require access to private property. All residential sewer clean-outs and water meters shall be located outside of the driveway.
47. All parks and other public open spaces shall be equipped with surveillance and connected to the City's surveillance network by fiber optic cable. The placement of surveillance equipment and fiber optic conduits, pull boxes and cabinets shall be shown on the improvement plans.
48. Easements of record may be shown on the vesting tentative map. All easements of record shall be shown on each submitted final map. Lots affected by proposed easements or easements of record, which cannot be relinquished or relocated, may require redesign. All easements for off-site grading and drainage shall be acquired prior to construction on these properties.
49. The applicant shall ensure that provisions are made for each residential lot for dry utilities (e.g., cable, fiber, phone, etc.). The cable or conduit shall be shown on the joint trench improvement plans and constructed before the final lift of asphalt is placed on the adjacent street.
50. The property line on each lot shall be designated with a cross marked on the sidewalk and re-bar at each rear corner and each angle point along the lot lines.
51. Prior to approval of the first final map that requires a homeowners' association, the applicant shall incorporate a homeowners' association consisting of all property owners of lands in the development at the time of incorporation. If not provided by a public agency, the homeowners' association shall be responsible for maintaining all common facilities pertaining to the Home Owners Association, including but not limited to, the association's property, common drive aisles, alleys, lanes, private streets, parking facilities, and landscaping plus landscaping in adjacent public rights-of-way (such as parkway strips or other similar areas), storm drainage facilities within private streets and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and any other functions of a homeowners' association. The homeowners' association shall comply with all NPDES permit Best Management Practices in effect at the time.

Public Works

52. All design, permitting and construction costs for required traffic signals, off-site street improvements and interchange improvements and associated studies identified in the TMP for each district shall be completed or guaranteed in the appropriate final map. All improvements identified in the TMP for each district shall be completed or guaranteed prior to the approval of the last final map for that district. Traffic signals are required for all intersections where the traffic projections indicate that the intersection will meet at least one Manual on Uniform Traffic Control Devices (MUTCD) signal warrant at build out. The cost to design and construct all on-site traffic signals shall be guaranteed with a performance bond (150% of engineer's estimate) and a labor and materials bond (50% of performance bond) with the first subdivision map that requires construction of three legs of the intersection. Off-site traffic signals shall be guaranteed with the next final map after the TMP indicates the need for a traffic signal. Actual construction shall be required when it meets one MUTCD traffic signal warrant. The design of the traffic signal shall be in compliance with the Design & Construction Standards, as amended.
53. Prior to recordation of the first final map north of River Islands Parkway, the applicant shall design and guarantee all improvements recommended by the Traffic Impact Analysis Report created by TJKM dated March 10, 2025, with the Subdivision Improvement Agreement associated with the first final map north of River Islands Parkway. Most of the improvements consist of signal timing modifications, therefore, the applicant shall pay for and assist the City with these modifications.
54. The applicant shall dedicate and guarantee all public streets abutting a park site, natural areas, open space, common area, school site or storm drain basin to their full width in accordance with City standards and the cross sections in VTM 4146 with the approval of the final map for the adjacent development. Sidewalks abutting parks and other open space shall be considered in the street right-of-way and not considered as park or open space acreage. The improvement plans shall clearly indicate any interim or off-site improvements required by City.
55. The applicant shall design and guarantee street signage, street lighting and common area lighting that meet the standards in the Mosssdale Landing West Specific Plan. The applicant shall determine the connection points to the electrical power source for all street lighting and common area lighting. The special street lighting and common area lighting proposed in the Mosssdale Landing West Specific Plan requires submittal of a separate street light plan with the calculations used to determine the lighting levels and locations. The plans and calculations shall be submitted with the street improvement plans and approved by the City Engineer and Community Development Director.
56. If proposed with a Final Map, Private Streets shall adhere to the following:
 - a. Private streets shall be held to public street safety standards. Private streets shall be private facilities unless otherwise approved in the Mosssdale Landing West Specific Plan and shall have private street maintenance, street sweeping and streetlights. Private streets shall have a visible demarcation between the public and private areas and identified with signage that differentiates them from public streets.

The City Engineer shall approve all signage for private facilities with the approval of individual improvement plans for the project. A copy of the recorded covenant required by the LMC shall be submitted to the City Engineer prior to approval of the final map for units served by those facilities.

- b. The applicant shall show the proposed structural sections for all private streets on the site improvement plans and pay the City's plan check and inspection fee for the proposed improvement, including the water, recycled water, sewer and storm drainage facilities in these areas, to assure that the improvements are designed and constructed to City standards.
 - c. Private streets shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces. The applicant shall include a maintenance program for these areas in the CC&R's.
 - d. Safety lighting at the end and at any curve in any private street, alley, lane or place shall be provided for residential units that do not front on a public street. The lighting shall include individual lights on each residential unit and/or streetlights on street light poles. The City Engineer shall approve the lighting plans that include these facilities.
 - e. The applicant shall contact the solid waste franchised hauler and obtain their written approval of the proposed solid waste pickup locations on private streets, alleys, lanes or places. The pickup locations shall not be located in emergency vehicle access easements (20-foot wide fire access lanes). A copy of the written approval from the solid waste franchised hauler shall be submitted with the street improvement plans for City review and approval.
57. Prior to approval of the first final map north of River Islands Parkway, the applicant's engineer shall prepare a Storm Drain Plan for the VTM area in compliance with the Design & Construction Standards for approval by the City Engineer. The Storm Drain Plan shall address all aspects of the storm drain system, including, but not be limited to the following:
- a. Verify that the Storm Drain System meets the 10-year 24-hour storm requirements to maintain 1' freeboard for drainage inlets with and without pumps on and a 100-year 24-hour storm requirements to maintain 8' minimum drive aisle on all streets outside of standing water and a minimum of 1' freeboard from any structures in both the pumps off and 50% peak runoff flow scenarios.
 - b. The design storm used for each component of the system (Street flow, catch basin design, storm drain network design, detention and retention basin design, pump station design, water quality elements design etc.).
 - c. The design storm runoff model used to obtain the amount of runoff (e.g. rational method, unit hydrograph, synthetic hydrograph etc.), including input into the model as related to land use (i.e. runoff coefficients, curve numbers, etc.).
 - d. Estimates of the quantity of inflows into the system from the high ground water table, including assumptions as related to soils and structures.

- e. Estimates of the quantity of inflows into the lake system expected to infiltrate from high water in the adjacent rivers, based on a 100-year storm frequency.
 - f. The hydraulic criteria used for design of each component of the system: catch basins (elevation of the hydraulic grade line at basins, design criteria used for basins in sag and continuous grade, filtration used for water quality etc.), pipe flow criteria, (pipe material, friction factor, infiltration, velocity, minimum slopes etc.), open channel flow design criteria and pump station design criteria.
 - g. The need for a secondary overland flow route (unless an alternative measure is approved by the City Engineer) to mitigate flooding should the system become plugged or malfunction during a storm.
 - h. The storm drain and channel improvements that will be required by the regulatory agencies in the initial phase of construction of the Storm Drain Plan improvements through the levee.
 - i. The need for toe drains to be used along the landside levees frontage, under-curb sub drains along public streets and tile drain systems under detention basins (other than lakes).
 - j. The criteria for proposed storm drain improvements to conform to the requirements imposed on the City under Phase II of the National Pollution Discharge Elimination System (NPDES) Program.
 - k. A maintenance plan for maintaining the storm drain system for the VTM area, particularly storm drain lines that will contain water for long periods of time that includes Best Management Practices (BMPs) such as swales and infiltration basins. That maintenance plan shall identify the limits of ownership and maintenance responsibility of the City.
 - l. A storm water-monitoring plan that insures the long-term health of the water features. The monitoring plan will verify that the BMPs are functioning correctly.,
58. The applicant shall have its engineer verify that the proposed storm drain improvements plans for each final map conforms with the approved Storm Drain Plan prior to submittal to the City. The applicant's engineer must submit written verification with the submittal of the Storm Drain plans of the conformity.
59. The applicant shall comply with all NPDES permit Best Management Practice requirements in effect at the time each final map is approved or as approved by the Regional Water Quality Control Board (RWQCB) through the project's regulatory permits.
60. All usable portions of residential lots shall drain positively to the street. If because of unusual site topography drainage to the street is not possible, lots shall drain directly to a concrete V-ditch, with an inlet provided at each lot. Private storm drainage maintenance easements shall be provided. All lots that back onto a street shall be graded so that all drainage shall be away from the wall.

61. Prior to approval of the first final map north of River Islands Parkway, the applicant's engineer shall prepare a Water System Report or supplemental Water System Report for approval by the City Engineer, with review and recommendation by LMFD. The Water System Report shall address how the proposed water system will be consistent with the City's Design & Construction Standards and current Master Plan Documents for Potable Water Supply, and Distribution. The Water System Report shall include, but not be limited to the following:
- a. The phasing and timing of the construction of the potable water distribution system, location and sizing of proposed booster pump stations and interaction with the City system.
 - b. An analysis of the water storage requirements, including location and sizing of proposed water storage tanks. The analysis shall include the water distribution modeling calculations and results for the proposed system.
 - c. Calculations of project domestic and non-domestic demands by service zone.
 - d. An analysis and justification for any proposed exceptions to the Design and Construction Standards, including the ability to meet peak demands and Fire flows. Exceptions from the design standards for dead end water lines will require approval from the LMFD.
62. The applicant shall have its engineer verify that the proposed water system improvement plans for each final map conforms with the approved Water System Report prior to submittal to the City. The applicant's engineer must submit written verification with the submittal of the Water System plans of the conformity.
63. Prior to approval of the first final map north of River Islands Parkway, the applicant's engineer shall prepare a Recycled Water Facilities Report, as appropriate, for each planning district, for approval by the City Engineer. All recycled water improvements shall be built to standard approved by the City Engineer and in accordance with the Design & Construction Standards and California Department of Health Services, Title 22, Division 4, Water Reclamation Criteria and the American Water Works Association, Guidelines for Distribution of Nonpotable Water. The plan shall identify all recycled water facilities needed to support the development at ultimate build out and includes, but not be limited to the following:
- a. A recycled water system that conforms to the State policy and the California Water Code, Section 13551.
 - b. The economical feasibility of irrigating open spaces with recycled water in accordance with the Recycled Water Master Plan.
64. The applicant shall have its engineer verify that the proposed recycled water improvement plans for each final map conforms with the approved Recycled Water Facilities Report prior to submittal to the City. The applicant's engineer must submit written verification with the submittal of the recycled water plans of the conformity.

65. Prior to approval of the first final map north of River Islands Parkway, the applicant's engineer shall prepare a Sanitary Sewer Collections System Report or supplemental Sanitary Sewer Collections System Report, as appropriate, for each phase, for approval by the City Engineer. The Sanitary Sewer Collection System Report also shall include, but not be limited to the following:
- a. The proposed methods of trench construction and dewatering for the sewer lines that reside below the groundwater table.
 - b. The proposed material types used for the collection system pipelines that will maximize longevity and minimize infiltration.
 - c. Any proposed interim storage and pumping or flushing methods/facilities for initial development.
66. The applicant shall have its engineer verify that the proposed sewer improvement plans for each final map conforms with the approved Sewer Collections System Report prior to submittal to the City. The applicant's engineer must submit written verification with the submittal of the sewer plans of the conformity.
67. Adequate wastewater treatment capacity is not guaranteed. The amount of wastewater treatment capacity shall be determined using the current wastewater generation factor from the City Standards. Wastewater capacity shall be purchased and allocated with each final map, if capacity is available at the time of request. The applicant for each final map shall complete an allocation form assigning wastewater treatment capacity to each parcel prior to City approval of any final map.
68. Adequate water capacity is not guaranteed. The amount of water capacity shall be determined using the current water consumption factor from the City Standards. Water capacity shall be purchased and allocated with each final map, if capacity is available at the time of request. The applicant for each final map shall complete an allocation form assigning water capacity to each parcel prior to City approval of any final map.
69. The applicant shall design and guarantee the storm drainage improvements including but not limited to any pipe upsizing, pump improvements and storm water detention facilities prior to approval of the first final map north of River Islands Parkway. The facilities shall be constructed based on timing of need as determined by the Storm Drain Plan for the VTM.
70. The applicant shall enter into a Subdivision Improvement Agreement with the City for each final map, which shall include guarantees for all public improvements.
71. Where required, the fencing and landscaping for the detention and/or retention basins shall be reviewed and approved by the City Engineer and shall adhere to any applicable design guidelines that may be adopted for the project.

72. The applicant shall dedicate the property either in fee or by easement, as appropriate, and construct the multi-purpose trails, bike lanes, and paths shown on the Mossdale Landing West Specific Plan. The City Engineer shall approve all structural sections, and the overall design must also receive approval from both the Director of Parks and Recreation and the City Engineer. Furthermore, easements or rights-of-way shall be dedicated to the City to guarantee perpetual public access to the multi-purpose trails, bike lanes, and paths. The improvement plans for each final map, applicable to areas on or adjacent to a multi-purpose trail, bike lane, or path, shall clearly illustrate all improvements, including typical cross-sections and construction details.
73. The applicant will coordinate with the local bus system authority to facilitate local bus service in the project and to determine bus stop locations and shelter improvements. The bus turn-outs and shelters shall be shown on the improvement plans and reviewed and approved by the City Engineer. A copy of the written correspondence with the local bus system authority shall be submitted with the first street improvement plans for each map.
74. All new and existing overhead utility lines, excepting transmission lines greater than 34,500 volt-amperes, shall be placed underground in accordance with the LMC, unless the electrical provider is providing temporary overhead lines for construction or other purposes acceptable to the City. Overhead facilities for interconnection purposes shall meet all applicable state and federal laws. Unless above ground facilities are specifically approved by the City Engineer (due to potential problems with high ground water), all electric transformers shall be placed underground (where feasible and to the satisfaction of the City Engineer) for residential developments.
75. Any above ground utility structures and appurtenances (e.g. cable TV boxes, phone splice boxes) shall be installed in a public utilities easement within the applicant's property and a minimum of 10 feet behind street face of curbs. These locations shall be screened with landscaping to the satisfaction of the Community Development Director and in accordance to any approved design guidelines. The landscape screen shall not interfere with the utility companies' or LMFD's access.
76. Cul-de-sacs that abut each other or that are adjacent to parks and open spaces or that include a walkway extending from the cul-de-sac shall be designed with permanent pedestrian and emergency vehicle openings. The openings shall not be fenced or blocked so as to allow emergency access between the two abutting cul-de-sacs and/or adjoining cul-de-sac/park. The walkways shall receive special landscaping treatment and include a hard surface pedestrian walkway. Cul-de-sacs shall be consistent with the Design & Construction Standards and applicable design guidelines for the project. Unless the cul-de-sac is adjacent to a publicly irrigated landscaped area, each opening shall have a separate water meter and a streetlight designed to light the area. The design may include walls or fences on the adjacent parcels to protect their property from trespassers. Masonry walls shall be treated with a special graffiti resistant coating or climbing vines.
77. Electrical and recycled water services shall be provided to all public parks, landscape medians, and other landscape areas in accordance with plans approved by the City Engineer for the purpose of irrigation. City network access shall be provided to all public parks, City maintained facilities and major intersections with fiber optic cable.

78. The applicant shall dedicate parkland. The minimum compliance with this requirement shall be the land dedication required by the State Quimby Act and the City's Park Dedication requirements. The determination of whether a park is classified as "neighborhood" or "community" shall be as identified in Mossdale Landing West Specific Plan.
79. Lot M, Towne Centre Drive, and Street C (from River Islands Parkway to Street I), shall be designed and bonded prior to approval of the first Final Map north of River Islands Parkway.
80. Prior to approval of the first final map north of River Islands Parkway, the Developer shall deed in fee the neighborhood park and linear park parcels, and dedicate right-of-way easements for Lot M, Street C, Towne Centre Drive to the City, and sell the seepage berm parcel to the City at fair market value.
81. Reclamation District 17 (RD 17) is responsible for maintaining and improving the levee system within the Mossdale Tract, which protects the Mossdale Landing West Specific Plan from flood. To satisfy federal design requirements, RD 17 recently constructed cut-off walls under the existing levee system to reduce the seepage gradient. However, the portion of levee that is under Bradshaw's Crossing Bridge (River Islands Parkway) was not improved as access to install the cut-off wall would require removal of the bridge.

Reclamation District 2062 (RD 2062), who is responsible for the maintenance and operation of the levee system on the southwest side of the river, entered into an agreement with the City assuming the responsibility for the cost to provide access for the installation of the cut-off wall or construct an equal alternative to maintain compliance with federal design requirements. The City, Developer, RD 17 and RD 2062 have agreed that constructing a seepage berm on under the future Towne Centre Drive at the southeast corner of the Project is the best equal alternative to removing Bradshaw's Crossing Bridge.

a. Timing and Responsibilities for Towne Centre Drive and Seepage Berm Improvements

i. Prior to Approval of the First Final Map North of River Islands Parkway:

1. The Developer shall provide detailed plans for constructing Towne Centre Drive. These improvement plans shall be reviewed and approved by all stakeholders prior to the execution of the Subdivision Improvement Agreement. The City shall provide approved plans for the construction of the seepage berm to the Developer.
2. The Developer shall enter into a Subdivision Improvement Agreement with the City and provide an engineer's estimate for both Towne Centre Drive and the seepage berm improvements. As part of this Subdivision Improvement Agreement, the Developer shall provide a performance bond (150% of engineer's estimate) and a labor and materials bond (50% of performance bond) to guarantee completion of these improvements.
3. The Developer shall sell the designated parcel of land required for the future seepage berm to the City at a mutually agreed-upon fair market value determined by appraisal.

The sale of this land shall be finalized within 30 days of the execution of the Subdivision Improvement Agreement or other alternative timeline provided within the Subdivision Improvement Agreement at the time of execution. The City shall reimburse Developer for the land of the seepage berm with funds provided to City by RD 2062.

4. RD 2062's role is limited to reimbursing the City for land acquisition and construction costs associated with the seepage berm. RD 2062 shall not be responsible for any costs related to Towne Centre Drive improvements.

ii. Construction Responsibilities and Timeline:

1. The Developer is responsible for constructing both Towne Centre Drive and the seepage berm improvements. RD 2062 will reimburse the City for construction costs related to the seepage berm only. Once funding is received from RD 2062 and all necessary approvals are provided by stakeholders, including permits for constructing the seepage berm and any applicable acceptances, the City will reimburse the Developer 30 days after City acceptance of the seepage berm improvements.
2. Construction of both Towne Centre Drive and the seepage berm improvements must be completed prior to the issuance of the first residential building permit for any lot north of River Islands Parkway within the VTM 4146 boundaries.
3. If the applicable permits from the Central Valley Flood Protection Board for constructing the seepage berm improvements have not been obtained by the City prior to the recordation of the first final map north of River Islands Parkway, the Developer shall complete Towne Centre Drive, from the northern most boundary of VTM 4146 to the southern most boundary of Street T, prior to the issuance of the first residential building permit for any lot north of River Islands Parkway. Towne Centre Drive improvements from the southern most boundary of Street T to the existing end point of Towne Centre Drive and the seepage berm, shall be constructed within 120 days of notification from City that all necessary permit have been obtained and construction may commence.

iii. Inspection and Acceptance:

1. Prior to acceptance by City, all improvements will be inspected by City staff for compliance with approved plans and applicable standards.

82. Timing and Responsibilities for Lot M Improvements

a. Prior to Approval of the First Final Map north of River Islands Parkway:

- i. The Developer shall enter into a Subdivision Improvement Agreement with the City and submit detailed design plans for the completion of Lot M, including all unfinished half-street improvements. These plans shall be prepared in accordance with City of Lathrop Design and Construction Standards and reviewed and approved by the City Engineer prior to the execution of the Subdivision Improvement Agreement.
- ii. As part of the Subdivision Improvement Agreement, the Developer shall provide a performance bond (150% of engineer's estimate) and a labor and materials bond (50% of performance bond) to guarantee completion of these improvements.

b. Construction Responsibilities and Timeline:

- i. Construction of the Lot M improvements shall be completed prior to the issuance of the first residential building permit for any lot north of River Islands Parkway within the VTM 4146 boundaries .

c. Inspection and Acceptance:

- i. Prior to acceptance by City, all improvements will be inspected by City staff for compliance with approved plans and applicable standards.

83. Timing and Responsibilities for Street C Improvements

a. Prior to Approval of the First Final Map North of River Islands Parkway:

- i. The Developer shall provide detailed plans for constructing Street C from the eastern boundary of the VTM to western most boundary of Street I. These improvement plans shall be reviewed and approved by all stakeholders prior to the execution of the Subdivision Improvement Agreement.
- ii. The Developer shall enter into a Subdivision Improvement Agreement with the City and provide an engineer's estimate for Street C. As part of this Subdivision Improvement Agreement, the Developer shall provide a performance bond (150% of engineer's estimate) and a labor and materials bond (50% of performance bond) to guarantee completion of these improvements.

b. Construction Responsibilities and Timeline:

- i. Construction of Street C improvements must be completed prior to the issuance of the first residential building permit for any lot north of River Islands Parkway within the VTM 4146 boundaries.

c. *Inspection and Acceptance:*

- i. Prior to acceptance by City, all improvements will be inspected by City staff for compliance with approved plans and applicable standards.

84. The following statements to all maps within the VTM area:

- a. Owner intends to subdivide the land subject to this map ("Property") with any and all riparian rights or other water interests to which the subject land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, or statutory. Owner does not intend by recording this map to sever the riparian rights of the Property within the boundaries of this map or the surrounding properties. To ensure the municipal water services to the Property, all non-riparian water rights that the undersigned may have within the Property are hereby dedicated to the City of Lathrop. Notwithstanding the above dedication, Owner hereby excepts and reserves unto Owner, its successors and assigns, the right to grant and transfer all or a portion of the riparian rights, the right and power to utilize, convey, remove, treat, and store the riparian rights from the Property, to divert or otherwise utilize such riparian rights on the Property or other property, but without, however any right to enter upon the surface of the Property in the exercise of such rights, and such retention shall not dedicate the riparian rights to any public use. The rights reserved will ultimately be transferred to the homeowner's association, or other private entity to be formed, for the benefit of the owners of the Property.
- b. Any Deed transferring all or any portion of the Property from a Master Developer to Another Developer shall include the following language:
The Grantor does not intend by this conveyance to sever riparian rights of the property, or of the larger property of which this Property was a part. Grantor intends to convey with the Property any and all riparian rights to which the Property is entitled ("Riparian Rights"). Any and all appropriate rights appurtenant or relating to the Property have previously been dedicated to the City of Lathrop. While Grantor intends to transfer the Riparian Rights with the Property, it does not intend by this grant to sever the riparian rights of any surrounding property. With this conveyance Grantor intends to retain to all land surrounding the Property all riparian rights to which those lands are entitled.
- c. Any Deed transferring all or any portion of the Property from a Developer to a Merchant Builder, or from a Merchant Builder to a private landowner or custom builder shall include the following language:
The Grantor does not intend by this conveyance to sever riparian rights of the property, or of the larger property of which this Property was a part. Grantor intends to convey with the Property any and all riparian rights to which the Property is entitled ("Riparian Rights"). Any and all appropriate rights appurtenant or relating to the Property have previously been dedicated to the City of Lathrop. While Grantor intends to transfer the Riparian Rights with the Property, it does not intend by this grant to sever the riparian rights of any surrounding property. With this conveyance Grantor intends to retain to all land surrounding the Property all the riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor hereby excepts and reserves unto Grantor, its successors and assigns, the right to grant and transfer all or a portion of the Riparian Rights, the right and power to utilize, convey, remove, treat, and store the Riparian Rights from the Property, to divert or otherwise utilize such Riparian Rights on the Property or other property, but without, however any right to enter upon the surface of the Property in the exercise of such rights, and such retention shall not dedicate the Riparian Rights to any public use. The reserved rights will be transferred to a homeowners association other private entity to be formed for the benefit of the Grantee.

- d. Any Deed transferring all or any portion of the Property from a Developer to a Homeowner's Association or other private entity created to hold water rights, shall include the following language:

The Grantor does not intend by this conveyance to sever riparian rights of the property, or of the larger property of which this Property was a part. Grantor intends to convey with the Property any and all riparian rights to which the Property is entitled ("Riparian Rights"). Any and all appropriate rights appurtenant or relating to the Property have previously been dedicated to the City of Lathrop. While Grantor intends to transfer the Riparian Rights with the Property, it does not intend by this grant to sever the riparian rights of any surrounding property. With this conveyance Grantor intends to retain to all land surrounding the Property all the riparian rights to which those lands are entitled.

In addition, Grantor hereby grants to Grantee, its successors and assigns, the right to grant and transfer all or a portion of the access to riparian rights in that real property known as _____, and more particularly described in EXHIBIT B ("Development") that Grantor reserved to itself ("Riparian Rights"), including, but not limited to, the right and power to utilize, convey, remove, treat, and store the Riparian Rights from the Development, to divert or otherwise utilize such Riparian Rights on the Development or other property, but without, however any right to enter upon the surface of the lands within the Development in the exercise of such rights, and such retention shall not dedicate the Riparian Rights to any public use.

- e. Any and all CC&Rs recorded on all or any portion of the property shall include the following language:

Declarant and Owner hereby acknowledge that the majority of the Property is riparian to the San Joaquin River and further acknowledge that retention of those riparian rights to all portions of the Property is of the utmost importance to the current and future use and development of [insert name of development]. Consequently, Declarant, Owner, and all other parties bound by this Declaration agree and confirm that it is their intent to convey with each and every portion of the Property all riparian rights to which that Property is entitled, and to keep with any portion of the Property not being conveyed any all riparian rights to which they are entitled. There is no intention by any of the parties bound by this Declaration to sever riparian rights from any parcel of Property within [insert name of development]. Notwithstanding any other provision of this Declaration, any portion of the Property owned by a government entity, including a public school district, and used for governmental purposes, shall not be exempt from this Section of this Declaration.

Planning Division

85. Prior to the approval of the first final map, including a large lot final map, the applicant shall provide funding, in an amount determined by the Community Development Director, to hire consultants or staff to ensure compliance with Mitigation Measures contained in Mitigation Monitoring and Reporting Program (MMRP) for the Mossdale Landing West Specific Plan and the Traffic Monitoring Program (TMP), if applicable.
86. Prior to approval of the first final map, the street name and a theme for all street name signage, including traffic signal signage, street corner signage, directional signs, and other permanent fixtures depicting street names shall be submitted to the Community Development Director for review and approval.
87. Prior to the approval of any final map the applicant shall provide the Community Development Director with a copy any recorded covenants, conditions and restrictions (CC&R's) on the deeds for all lots within the project site, which inform subsequent property owners of the nature and extent of existing agricultural activities, operations, and facilities in the vicinity of the project site. The deed restriction shall also provide notice of the potential conflicts or effects of typical agricultural activities including but not limited to noise, odors, dust, agricultural spraying and burning etc. Furthermore, notice shall be provided that, pursuant to California Civil Code Section 3482.5, typical agricultural activities shall not be considered a nuisance except as otherwise provided in that Civil Code Section and the City's adopted Right to Farm Ordinance.
 - a. Any covenants, conditions, and restrictions (CC&R's) applicable to the project property shall be consistent with the terms of these conditions and the City Code. If there is a conflict between the CC&R's and the City Code or these conditions, the City Code or these conditions shall prevail.
 - b. The CC&R's and disclosure statement shall indicate the following:

“This project is contained within the boundaries of the Mossdale Landing West Specific Plan and as such, is subject to certain design guidelines, development standards and siting techniques which have been incorporated into the required standards for the Mossdale Landing West Specific Plan on file with the Community Development Department.”

Public Safety

88. Any final map for property that include private streets shall show emergency vehicle access easements. All CC&R's shall include provisions prohibiting parking along emergency vehicle access easements, private streets and alleys. The No Parking signs shall be approved by the LMFD. A separate signing and striping plan shall be provided to address on-site stop signs and no parking areas. The City will not be responsible for the maintenance of signs and pavement markings on private property. The CC&R's and/or deed restrictions shall provide for such maintenance of these items.
89. All street names shall be approved by the City, LMFD and Lathrop Police Department prior to the approval of a final map. A list of proposed street names for each final map area shall be submitted during final map review.

Parks

90. Sizes, locations and conceptual layouts of community and neighborhood parks shall be in accordance with the Mossdale Landing West Specific Plan, as amended.
91. Neighborhood parks shall provide amenities that will meet the needs of individuals, families, and small social groups in a passive and mildly active environment. This can be achieved through the construction of play structures, court areas, sports fields, informal play fields and open space, picnic and sitting areas, and wildlife viewing areas. The goal shall be to provide a neighborhood park within ½ mile of each residence.
92. Once completed, the Levee Trail (Multi-purpose) shall not be utilized for construction vehicles other than for levee maintenance and repair. A Phasing Plan shall be reviewed and approved by the Community Development Director, City Engineer and Parks & Recreation Director prior to the approval of the first final map for VTM No. 4146.
93. The neighborhood park shall be constructed in accordance with the triggering mechanisms described below:
 - a. The design shall be approved and a performance bond (150% of engineer's estimate) and labor and materials bond (50% of performance bond) shall be provided prior to the approval of the first final map that is adjacent to the park or the final map that creates the 275th lot, whichever comes first. The design shall be approved by the Parks & Recreation Commission and the City Engineer.
 - b. Construction of the neighborhood park shall commence prior to issuance of the first residential building permit in the first final map that is adjacent to the park or the issuance of the 275th building permit, whichever comes first.
 - c. Construction of the neighborhood park shall be completed prior to issuance of the last residential building permit in the first final map that is adjacent to the park or the issuance of the 550th building permit, whichever comes first.
 - d. The builder of the park shall be eligible for Neighborhood Park capital facility fee credit and reimbursement pursuant to the Lathrop Municipal Code.
94. The Developer/proponent shall enter into a Maintenance Agreement with the City for the maintenance of the Neighborhood Park and Linear Park until the properties within the last Final Map are annexed into the Community Facilities District (CFD) for City infrastructure services, including park maintenance.

95. The linear park, including the portion of Mossdale Landing Community Park within the VTM 4126 boundary, shall be constructed in accordance with the triggering mechanisms described below:
- a. The design shall be completed and bonding shall be provided prior to the approval of the first final map that is adjacent to the park or the final map that creates the 275th lot, whichever comes first. The design shall be approved by the Parks & Recreation Commission.
 - b. Construction of the linear park shall commence prior to issuance of the first Building Permit of any lot north of River Islands Parkway.
 - c. Construction of the linear park shall be completed prior to issuance of the 275th building permit.
 - d. The builder of the park shall be eligible for Community Park capital facility fee credit and reimbursement pursuant to the Lathrop Municipal Code.
96. The applicant shall provide the name(s) the Neighborhood Park prior to the acceptance of improvements by the City or another applicable public agency.
97. The applicant shall ensure that the Project shall meet minimum Quimby Act park acreage requirements in accordance with the Mossdale Landing West Specific Plan.

Finance

98. Prior to the approval of any Final Map, the Applicant shall update the Fiscal Impact Study prepared by EPS to the satisfaction of the City and LMFD.
99. Prior to the recordation of any Final Map, the properties within the project shall create a new Community Facilities District for facilities services (i.e., City infrastructure and public safety services) to be maintained by the City and LMFD as part of the project development. The developer/proponent shall be responsible for submitting all CFD creation application materials and documents to the City's Finance Director.
100. Prior to the recordation of any Final Map, the properties within the project shall annex into the Community Facilities District for facilities (i.e., City infrastructure and public safety services) to be maintained by the City and LMFD as part of the project development. The developer/proponent shall be responsible for submitting all annexation application materials and documents to the City's Finance Director.

PRIOR TO BUILDING PERMIT

General Requirements

101. Unless otherwise specified in these conditions, the conditions shall apply to each building permit.

102. The applicant shall receive credit against the appropriate CFF fee for the construction of improvements included in the CFF fee study that are constructed or guaranteed by the applicant.
103. This project is subject to Current Capital Facility Fees (CFF). If the fee is paid prior to the issuance of the building permit, the fee shall be the fee in effect at that time. Unless the applicant has a credit for a CFF fee, payment of applicable CFF fees shall be made prior to issuance of a building permit including but not limited to: Regional Transportation Impact Fee, Local Transportation Fee, In-Lieu Park Fee, Culture & Leisure Fee, City Services Fee, Administration Fee, and water and sewer fees, if applicable. For purposes of this condition, guarantee by the applicant of construction of a facility noted in the CFF fee study shall constitute a credit for that CFF fee for the cost of that facility, to the extent that the cost was included in the CFF fee study.
104. The applicant shall have a management consultant firm review the maintenance and operating functions of any proposed homeowners' association, if applicable. The firm shall be responsible for preparing a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the association and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
105. The declaration of covenants, conditions and restrictions (CC&R's) filed for each development with private streets shall be prominently displayed in the project sales office at all times. The CC&R's shall apply equally to both owners and renters. The CC&R's shall be written to require renters to comply with the regulations of the CC&R's, and a copy of the CC&R's shall be given to each renter. The CC&R's shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&R's shall include a pavement maintenance program for on-site pavement.

Building Services

106. No building or structure regulated by the City, which requires a building permit, shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate permit for each building or structure has been obtained.
107. Each dwelling unit shall be provided with at least one electrical hook-up in the rear or side yards in a location approved by the Building Official.

Public Works

108. If the public street(s) adjacent to the parcel in which a building permit is applied have been accepted by the City at the time the building permit application is submitted, the applicant shall apply for an encroachment permit. The applicant shall provide a warranty bond equal to 10% of the accepted value of the street pavement, curb, gutter, sidewalk, landscaping, streetlights and fire hydrants to guarantee the condition of the public infrastructure during the building process.

109. Prior to the issuance of the first building permit north of River Islands Parkway, the Developer shall fund a capital facility fee study and establish fees based on engineers estimate for the Neighborhood Park, Community/Linear Park, Community Park Land In-Lieu, Regional Storm Drain, Lot M, Street C, and Towne Centre Drive.
110. Prior to the issuance of the first building permit north of River Islands Parkway, the Developer shall create an off-site improvement capital facility fee to pay the fair share percentage as determined by the Traffic Impact Analysis by TJKM, dated March 10, 2025.

Planning Division

111. The applicant shall comply with the acoustical analysis requirement for residential projects and show that the interior noise levels will achieve the requirements of Title 24. Buildings shall be constructed to meet all such requirements.
112. Signage shall be in compliance with the Mossdale Landing West Specific Plan, including but not limited to Model Home Signage, Community Off-Site Subdivision Signage, and other real estate sales/leasing signage.
113. Design and placement of walls and fences for each district shall be in accordance with the standards in the Mossdale Landing West Specific Plan and applicable design guidelines and shall be approved by the Community Development Director. Walls and fences may be phased for each development in the project.
114. The design and placement of Community and Neighborhood Gateway monument signs and street furniture as specified in the Mossdale Landing West Specific Plan and applicable design guidelines shall be reviewed and approved by the Community Development Director and installed prior to first building permit of the subdivision. All Community and Neighborhood Gateway monument signs and street furniture in the public right-of-way shall be included on the street improvement plans and approved by the Community Development Director and City Engineer.
115. The major gateway at Street C and River Islands Parkway shall be constructed and landscaped as illustrated in the MLWSP prior to the issuance of the first Building Permit of the subdivision north of River Islands Parkway.

Public Safety

116. The project shall conform to the current adopted edition of the California Fire Code and all related standards. The applicant shall pay to the LMFD applicable fire service fees and assessments required for its share of fire district facilities and services required to serve its project and shall comply with all public safety conditions.
117. The City shall not issue building permits until the applicant has demonstrated, based on modeling, that the project provides adequate minimum fire flows as required by the LMFD and the California Fire Code.
118. All hydrants shall meet City standards with locations and fire flow requirements determined by the LMFD.

119. A Knox Box security box shall be provided on all locked public areas. Applications are available at the LMFD offices.
120. A Fire Department access road shall be provided at all times, including during construction in accordance with the California Fire Code. The access road may be included with the Traffic Control and Emergency Access Plan required for review and approval of LMFD and other agencies.

PRIOR TO BUILDING OCCUPANCY

Building Services

121. The Building Services Division shall make a final inspection of each permitted structure after the finish grading is completed and the building is ready for occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has finalized the building permit.
122. All residential dwellings shall display illuminated street numbers in a prominent location in such a position that the numbers are easily visible to approaching emergency vehicles from both directions. The numbers shall be of a contrasting color to the background to which they are attached and four (4) inches minimum in height.

Public Works

123. All buildings shall be connected to public water and sewer systems prior to occupancy. Water and sewer service accounts shall be set up with the Finance Department for each structure with a building permit. Water line jumpers or using water that is not metered is strictly prohibited.
124. Prior to installation by the applicant within the public right of way, plant species, location, container size, quality and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer for consistency with the approved construction plans. All plant replacements shall be to an equal or better standard than originally approved.
125. The applicant shall remove and replace any existing improvements that are damaged during construction. Any degradation to pavement conditions along existing streets open to the public that is reasonably related to project construction traffic shall be fully repaired to the satisfaction of the City Engineer at the applicant's cost.

Planning Services

126. All landscaping shall be in accordance with the Mossdale Landing West Specific Plan and applicable design guidelines. Compliance with this condition shall include a landscaping and irrigation plan, with location, variety, irrigation, and other information necessary to determine compliance with requirements. These items shall be submitted and approved by the Community Development Director and the City Engineer at the recommendation of the Parks and Recreation Director.

Public Safety

127. All alleys, private streets, stub streets and driveways less than 28-feet wide serving more than one lot designated as Fire Lanes shall be posted “No Parking – Fire Lane” with signs and/or red curb markings approved by the LMFD. The CC&R’s shall include this requirement for any residential unit served by a lane.
128. The applicant shall maintain access for public safety vehicles at the following areas unless alternative arrangements are made for any temporary closure:
 - a. Spartan Way at Barbara Terry Boulevard
 - b. Barbara Terry Boulevard at McKee Boulevard
 - c. Street C at River Islands Parkway
129. Prior to issuance of each building permit, the project applicant shall pay its applicable Regional Transportation Impact Fees (RTIF – June 2018) for its fair share contribution for the construction of regional roadway and intersection improvements identified in the RTIF program, including the River Islands Parkway / I-5 Interchange.

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

TABLE 4.0-1: MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
AGRICULTURAL RESOURCES				
Impact 3.2-1: The proposed Specific Plan would result in the conversion of Farmlands, including Prime Farmland, Unique Farmland, and Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses.	Mitigation Measure 3.2-1: Prior to the conversion of important farmland in the Development Area, the Project proponents shall participate in the City of Lathrop agricultural mitigation program and the SJMSCP by paying the established fees on a per-acre basis for the loss of important farmland. Fees paid toward the City of Lathrop's program shall include half of the mitigation fee to be paid to the Central Valley Farm Trust (CVFT). The CVFT shall use these funds to purchase conservation easements on agricultural lands to fulfill the compensatory mitigation. The other half of the mitigation fee will be collected by the City of Lathrop and may be passed to the CVFT or other trust, or may be retained by the City of Lathrop to be applied to local easements or other agricultural mitigation. Fees paid toward the SJMSCP shall be in accordance with the fees established at the time they are paid. The SJCOG shall use these funds to purchase conservatory easements on agricultural habitat lands to fulfill the compensatory mitigation. Written proof of payment to SJCOG and CVFT shall be provided to the City.	City of Lathrop Planning Division San Joaquin Council of Governments	Prior to the conversion of important farmland in the Development Area	
BIOLOGICAL RESOURCES				
Impact 3.4-1: Implementation of the proposed Project, with mitigation, would not have substantial direct or indirect effects on special-status invertebrate species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of an animal community, or a drop in population levels below self-sustaining levels.	Mitigation Measure 3.4-1: The Project applicant shall implement the following measure to avoid or minimize impacts on special-status bumble bees: A qualified biologist(s) shall conduct a preconstruction survey with 7 days of the commencement of work. If special-status bees of any species are observed, they shall be photographed for identification. If construction begins between March 1 and November 1, the ground shall also be searched during the survey for active bumble bee colonies. If bee colonies are identified, these colonies shall be demarcated with a flagged avoidance buffer, as determined by a qualified biologist, and shall be avoided during the active season from March 1 through November 1, or until the qualified biologist has determined that the colony is no longer active or until the colony is relocated.	City of Lathrop Planning Division Qualified biologist	Within 7 days of the commencement of work	
	Mitigation Measure 3.4-2: Prior to commencement of any grading activities, the Project proponent shall obtain coverage under the SJMSCP to mitigate for habitat impacts to covered special-status species. Coverage involves compensation for habitat impacts on covered species through	City of Lathrop Planning Division	Prior to commencement of any grading	

MITIGATION MONITORING AND REPORTING PROGRAM 4.0

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	implementation of incidental take and minimization measures (ITMMs) and payment of fees for conversion of lands that may provide habitat for covered special-status species. These fees are used to preserve and/or create habitat in preserves to be managed in perpetuity. Obtaining coverage for a Project includes incidental take authorization (permits) under the Endangered Species Act Section 10(a), California Fish and Game Code Section 2081, and the MBTA. Coverage under the SJMSCP would fully mitigate all habitat impacts on covered special-status species. Implement Mitigation Measure 3.4-2 .	San Joaquin Council of Governments	activities	
Impact 3.4-2: Implementation of the proposed Project, with mitigation, would not have substantial direct or indirect effects on special-status reptile and amphibian species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the range of a listed species, elimination of a reptile or amphibian community, or a drop in population levels below self-sustaining levels.	Mitigation Measure 3.4-3: The Project applicant shall implement the following measure to avoid or minimize impacts on California glossy snake: Prior to the commencement of construction activities, but not more than two (2) days before ground clearance, a qualified biologist shall conduct pre-construction surveys of the Project site for California glossy snake (<i>Elegans occidentalis</i>). If individuals of this species are discovered, a qualified biologist shall capture and translocate individuals to similar habitat in the general vicinity of the Project site. The translocation process shall be conducted until it is determined that all California glossy snake have been removed from the disturbance boundary. The candidate sites for relocation shall be identified before construction and shall be selected based on the size and type of habitat present, the potential for negative interactions with resident species, and the species' range. A final report identifying the number of animals moved and any mortality identified during the relocation event shall be completed at the end of construction. The disturbance zone shall be cleared of vegetation as soon after clearance of these species as possible to ensure the species do not re-enter the disturbance area. As part of the worker environmental training awareness program, Project personnel shall be trained to identify this species, its natural history, its habitat, and protective measures. Implement Mitigation Measure 3.4-2 .	See Mitigation Measure 3.4-2 City of Lathrop Planning Division Qualified biologist	See Mitigation Measure 3.4-2 Prior to the commencement of construction activities, but not more than two (2) days before ground clearance	
Impact 3.4-3: Implementation of the proposed Project, with mitigation, would not have substantial direct or indirect effects on special-status bird species, including through substantial reduction of habitat, substantial reduction of the number or restriction in the		See Mitigation Measure 3.4-2	See Mitigation Measure 3.4-2	

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
range of a listed species, elimination of a bird community, or a drop in population levels below self-sustaining levels.				
Impact 3.4-4: Implementation of the proposed Project, with mitigation, would not have substantial direct or indirect effects on special-status mammal species, including through substantial reduction of habitat, substantial reduction of the number or restriction of the range of a listed species, elimination of a mammal community, or a drop in population levels below self-sustaining levels.	Implement Mitigation Measure 3.4-2. Mitigation Measure 3.4-4: The Project applicant shall implement the following measure to avoid or minimize impacts on special-status bat species: • Prior to grading of each phase, the Project applicant shall conduct a survey of the area to be graded for bat roosts, and if present, the Project applicant shall implement the following measures to avoid or minimize impacts on special-status bats: ○ If removal of suitable roosting areas (i.e., buildings, trees, shrubs, bridges, etc.) must occur during the bat pupping season (April 1 through July 31), surveys for active maternity roosts shall be conducted by a qualified biologist. The surveys shall be conducted from dusk until dark. ○ If a special-status bat maternity roost is located, appropriate buffers around the roost sites shall be determined by a qualified biologist and implemented to avoid destruction or abandonment of the roost resulting from habitat removal or other project activities. The size of the buffer shall depend on the species, roost location, and specific construction activities to be performed in the vicinity. No project activity shall commence within the buffer areas until the end of the pupping season (August 1) or until a qualified biologist confirms the maternity roost is no longer active. If a non-maternal roost is located, eviction and exclusion techniques shall be conducted as recommended by the qualified biologist. Methods may include opening the roosting area to change the air flow and lighting, installing one-way doors, or other appropriate methods that allow the bats to exit and find a new roost. After eviction is believed to be completed, acoustic monitoring, and an evening emergence survey shall be performed by the qualified biologist to ensure eviction is complete. For tree removal, a two-step tree removal process involving removal of all branches that do not provide roosting habitat on the first day, and then the next day cutting down the remaining portion of the tree.	See Mitigation Measure 3.4-2 City of Lathrop Planning Division Qualified biologist	See Mitigation Measure 3.4-2 Prior to grading of each phase	

MITIGATION MONITORING AND REPORTING PROGRAM 4.0

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
Impact 3.4-10: Implementation of the proposed Project, with mitigation, would not conflict with an adopted Habitat Conservation Plan.	Implement Mitigation Measure 3.4-2 .	See Mitigation Measure 3.4-2	See Mitigation Measure 3.4-2	
CULTURAL AND TRIBAL RESOURCES				
Impact 3.5-1: Implementation of the proposed Project, with mitigation, would not cause a substantial adverse change to a significant historical resource, as defined in CEQA Guidelines §15064.5.	Mitigation Measure 3.5-1: Prior to any ground-disturbing activities in the area of the Project site which may contain a prehistoric site (as shown in the confidential appendix included as part of the confidential version of the Cultural Resources Assessment for the Mossdale Landing West Project, Peak & Associates, Inc., March 18, 2024; refer to as Appendix C.1, Cultural Resources Assessment), the Project proponent shall develop and implement an Archaeological Monitoring Program, whereby the Project proponents shall retain the services of an experienced archaeologist who will be present on-site to observe ground-disturbing activities requiring grubbing, grading, trenching, or excavation in the area of the Project site which may contain a prehistoric site. The Archaeological Monitor will be given access to inspect all ground surface and subsurface modifications, excavations, installations, equipment parking, and any other construction-related activities on the area of the Project site which may contain a prehistoric site. The archaeological monitoring will consist of on-the-ground and close observation by an experienced archaeologist for any kind of archaeological or cultural remains that might be exposed during ground-disturbing construction activities. Construction activities in the area of the Project site which may contain a prehistoric site will be monitored by following the construction equipment as it removes or modifies soils and vegetation, and may involve walking cuts or excavations after the machinery has passed, or standing to the side and observing the soil removal activity. The archaeologist on-site will be given "stop work authority" so that in the event that they observe a change in soil conditions and/or artifacts or structural remains, they shall bring all construction activities within a 200-foot radius of the area to a stop so that they may further assess the find. Further ground disturbances in the vicinity of the find will remain stopped while an assessment is underway and until the archaeologist on-site can provide recommendations for treatment of the discovery. If a potentially significant find cannot be avoided by the Project, the retained archaeologist, who meets the Secretary of the Interior's Professional Qualifications Standards, will develop an evaluation plan in consultation with the City that contains a research design to guide assessments of the resource's significance and	City of Lathrop Planning Division Qualified archaeologist	Prior to any ground-disturbing activities in the area of the Project site which may contain a prehistoric site (as shown in the confidential appendix included as part of the confidential version of the Cultural Resources Assessment for the Mossdale Landing West Project, Peak & Associates, Inc., March 18, 2024; refer to as Appendix C.1, Cultural Resources Assessment)	

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	scientific potential. Mitigation Measure 3.5-2: Prior to any ground-disturbing activities on any portion of the Project site, a qualified archaeologist and native American monitor shall conduct pre-construction worker cultural resources sensitivity training. The training session shall focus on the recognition of the types of historical and cultural, including Native American, resources that could be encountered, procedures to be followed if resources are found, and pertinent laws protecting these resources. Those in attendance shall be recorded, with records maintained on-site. Any new workers that were not part of the initial training shall be required to undergo a new training session.	City of Lathrop Planning Division Qualified archaeologist Native American monitor	Prior to any ground-disturbing activities on any portion of the Project site	
Impact 3.5-2: Implementation of the proposed Project, with mitigation, would not cause a substantial adverse change to a significant cultural resource, as defined in CEQA Guidelines §15064.5.	Implement Mitigation Measures 3.5-1 and 3.5-2.	See Mitigation Measures 3.5-1 and 3.5-2	See Mitigation Measures 3.5-1 and 3.5-2	
Impact 3.5-4: Implementation of the proposed Project, with mitigation, would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074.	Implement Mitigation Measures 3.5-1 and 3.5-2. Mitigation Measure 3.5-3: Prior to any ground-disturbing activities in the area of the Project site which may contain a prehistoric site (as shown in the confidential appendix included as part of the confidential version of the Cultural Resources Assessment for the Mossdale Landing West Project, Peak & Associates, Inc., March 18, 2024; refer to as Appendix C.1, Cultural Resources Assessment), the Project proponent shall retain a Native American Monitor. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" in the area of the Project site which may contain a prehistoric site. "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. Upon discovery of any tribal cultural resources (TCRs), all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Native American Monitor. The monitor shall recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic	See Mitigation Measures 3.5-1 and 3.5-2 City of Lathrop Planning Division Native American monitor	See Mitigation Measures 3.5-1 and 3.5-2 Prior to any ground-disturbing activities in the area of the Project site which may contain a prehistoric site (as shown in the confidential appendix included as part of the confidential version of the Cultural Resources	

MITIGATION MONITORING AND REPORTING PROGRAM 4.0

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	purposes.		Assessment for the Mossdale Landing West Project, Peak & Associates, Inc., March 18, 2024; refer to as Appendix C.1, Cultural Resources Assessment)	
HAZARDS AND HAZARDOUS MATERIALS				
Impact 3.8-2: Implementation of the proposed Project, with mitigation, would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	Mitigation Measure 3.8-1: In the event that hazardous materials are encountered during construction, a Soils Management Plan (SMP) shall be submitted and approved by the San Joaquin County Department of Environmental Health. The SMP shall establish management practices for handling hazardous materials, including fuels, paints, cleaners, solvents, etc., during construction. The approved SMP shall be posted and maintained onsite during construction activities and all construction personnel shall acknowledge that they have reviewed and understand the plan. Mitigation Measure 3.8-2: Prior to initiation of any ground disturbance activities, evenly distributed soil samples shall be conducted throughout the Project site for analysis of pesticides and heavy metals. Additionally, soil sampling in the vicinity of the existing on-site oil or gas well in the southeastern portion of the Project site (as shown on the California Department of Conservation Well Finder tool, available at: https://maps.conservation.ca.gov/doggr/wellfinder/) shall be conducted for analysis of hydrocarbons. The samples shall be submitted for laboratory analysis of hydrocarbons, pesticides and heavy metals per DTSC and EPA protocols. The results of the soil sampling shall be submitted to the City of Lathrop and the San Joaquin County Environmental Health Department. If elevated levels of hydrocarbons, pesticides or heavy metals are detected during the laboratory analysis of the soils, a soil cleanup and remediation plan shall be prepared and implemented prior to the commencement of grading activities. Mitigation Measure 3.8-3: Prior to initiation of any ground disturbance activities within 50 feet of a well, the applicant shall hire a licensed well	City of Lathrop Planning Division San Joaquin County Department of Environmental Health City of Lathrop Planning Division San Joaquin County Department of Environmental Health City of Lathrop Planning	In the event that hazardous materials are encountered during construction Prior to initiation of any ground disturbance activities Prior to initiation of any	

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

ENVIRONMENTAL IMPACT	MITIGATION MEASURE	MONITORING RESPONSIBILITY	TIMING	VERIFICATION (DATE/INITIALS)
	contractor to obtain a well destruction permit from the San Joaquin County Environmental Health Department, and properly abandon and destruct the onsite well(s), pursuant to review and approval of the City Engineer and the San Joaquin County Environmental Health Department.	Division San Joaquin County Department of Environmental Health	ground disturbance activities within 50 feet of a well	
Noise				
Impact 3.11-1: The Project, with mitigation, would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.	Mitigation Measure 3.11-1: The following measures shall be implemented during construction of the Project: - Construction activities (excluding activities that would result in a safety concern to the public or construction workers) shall be limited to between the hours of 7:00 a.m. and 10:00 p.m. Sunday through Thursday and between 9:00 a.m. and 11:00 p.m. on Friday, Saturday, and legal holidays. - Construction equipment shall be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. Equipment engine shrouds shall be closed during equipment operation. - When not in use, motorized construction equipment shall not be left idling for more than 5 minutes. - Stationary equipment (power generators, compressors, etc.) shall be located at the farthest practical distance from nearby noise-sensitive land uses or sufficiently shielded to reduce noise-related impacts. These requirements shall be noted in the improvements plans prior to approval by the City's Public Works Department.	City of Lathrop Planning Division	Prior to approval of improvement plans	

RECORDING REQUESTED BY:

City of Lathrop

WHEN RECORDED, MAIL TO:

City of Lathrop
 Community Development Department
 390 Towne Centre Drive
 City of Lathrop, CA

Re: Assessor's Parcel No. 191-190-74
 and 191-190-75

For Recorder's Use Only

**CERTIFICATE OF TENTATIVE
 CANCELLATION OF LAND CONSERVATION
 CONTRACT 73-C1-73
 (Government Code § 51282, 52183.4)**

NOTICE IS HEREBY GIVEN that WSBG Investments, L.P., a California limited partnership, current owner of the land described in Land Conservation Contract No. 73-C1-73 has been granted tentative approval for cancellation.

A certificate of cancellation of contract for this parcel will be issued and recorded only if the following conditions are satisfied:

1. Payment of the cancellation fee to the San Joaquin County Treasury in the amount of \$3,500,000, as determined pursuant to California Government Code Section 51283. Unless the fee is paid or a certificate of cancellation of contract within one year of the date of the recording of this certificate of tentative cancellation, the cancellation fee shall be recomputed as of the date of the notice described in Government Code Section 51283.4(b) or the date the landowner requests a recomputation pursuant to Government Code Section 51283.4(a).

IN WITNESS WHEREOF, this certificate of tentative cancellation of land conservation contract is hereby approved and executed on _____.

City of Lathrop

By: _____

ATTEST:

Clerk, _____

Approved as to Form and Content:

By: _____

[Notarization Required]

EXHIBIT A

Legal Description of the Property



EXHIBIT "A"

LAND DESCRIPTION

The land referred to in this Report is situated in the County of San Joaquin, City of Lathrop, State of California, and is described as follows:

Parcel One:

A tract of land situated in Section Twenty-Eight (28), and Section Thirty-Three (33), Township One (1) South, Range Six (6) East, Mount Diablo Base and Meridian, described as follows:

COMMENCING at the Southeast corner of said Section 33; thence Northerly along Section line, 1405.3 feet to a stake; thence continuing along Section line, North 2° 40' 00" West 1945.8 feet to a point designated "A"; thence South 64° 36' 00" West 775.1 feet to a point designated "B"; thence South 70° 46' 00" West 445.2 feet to a point designated "C"; thence North 10° 56' 00" West 83.4 feet to a steel axle at oak tree at the **TRUE POINT OF BEGINNING** of the following described 230 acre tract;

thence South 10° 56' 00" East 533.0 feet to a steel axle in the North line of Cattle Lane;

thence along a fence on the North line of Cattle lane South 53° 27' 00" West 231.5 feet to a steel axle designated "D" in the levee on the right bank of the San Joaquin River;

thence meandering the center line of said levee, downstream as follows:

North 00° 49' 00" East 9 feet;

North 23° 24' 00" West 410 feet;

North 45° 31' 00" West 320 feet;

North 61° 30' 00" West 790 feet;

North 76° 44' 00" West 740 feet;

South 73° 41' 00" West 490 feet;

South 63° 49' 00" West 530 feet;

North 84° 57' 00" West 370 feet;

North 56° 53' 00" West 350 feet;

North 35° 18' 00" West 300 feet;

North 46° 09' 00" West 520 feet;

EXHIBIT "A"

North 33° 58' 00" West 310 feet;

North 58° 53' 00" East 210 feet;

North 34° 24' 00" East 300 feet to a point designated "1";

thence continuing along said levee, North 50° 30' 00" East 310 feet;

South 54° 58' 00" East 260 feet;

South 43° 30' 00" East 240 feet;

North 89° 18' 00" East 150 feet;

North 52° 56' 00" East 570 feet;

North 64° 21' 00" East 500 feet to a point designated "2";

thence continuing along said levee, North 47° 57' 00" East 390 feet;

North 56° 16' 00" East 400 feet;

North 21° 01' 00" East 340 feet;

North 40° 56' 00" West 280 feet;

North 60° 05' 00" West 440 feet;

North 21° 43' 00" West 360 feet;

North 51° 58' 00" East 250 feet;

South 70° 30' 00" East 380 feet;

North 63° 07' 00" East 20 feet to a steel axle designated "E";

thence leaving the San Joaquin River Levee, South 52° 08' 00" East 436.9 feet to a steel axle that is 30 feet West of the center of an irrigation ditch;

thence along a line that is parallel to and 30 feet West of the center of an irrigation ditch as follows:

South 15° 43' 00" East 463.2 feet to a steel axle;

South 2° 49' 00" East 323.7 feet to a steel axle in the center of a drain ditch;

EXHIBIT "A"

thence along the center of said drain ditch, North 69° 20' 00" East 1429.0 feet to a point in the center of a drainage canal;

thence along center of said drainage canal as follows:

South 16° 04' 00" East 497.9 feet;

South 17° 30' 00" East 1105.0 feet;

thence leaving said drainage canal, South 86° 06' 00" West along the center of a small drain, 386.4 feet to a steel axle;

thence South 1° 01' 00" East along a check border, 370.7 feet to a steel axle;

thence South 15° 43' 00" West 440.3 feet to a steel axle;

thence North 73° 20' 00" West 364.2 feet to a steel axle;

thence South 9° 06' 00" East 833.1 feet to the true point of beginning.

Also a strip of land lying between the above described center line of the levee from said points "D" to "E" and the right bank of the San Joaquin River.

EXCEPTING THEREFROM, that portion thereof which lies within the lines of **Parcel Three** hereinafter described.

ALSO EXCEPTING THEREFROM, the interest conveyed to the City of Lathrop, a municipal corporation in the Deed recorded March 21, 2016, as Document No. 2016-031395.

ALSO EXCEPTING THEREFROM those portions conveyed to the Reclamation District No. 17 by Grant Deed recorded February 4, 2021 as Document No. 2021-020732.

ALSO EXCEPTING THEREFROM those portions conveyed to the city of Lathrop, a municipal corporation, as River Islands Parkway, **Parcels A, B and C**, within that final order of condemnation, recorded January 5, 2015, in document number 2015-000750 of Official Records, in the office of the County Recorder of San Joaquin County.

Parcel Two:

A right of way for roadway purposes 32.00 feet wide, lying South of and adjacent to the line from points "A" to "B" to "C", as designated in Parcel 1 above, said right of way extending from the Westerly end of the public road known as Johnson Ferry Road to point "C" in the Easterly Line of the above described Parcel 1.

EXHIBIT "A"

Parcel Three:

Beginning at the point designated "1" in Parcel One above;

running thence along the levee the following courses and distances;

North 50° 30' 00" East 310 feet; South 54° 58' 00" East 260 feet; South 43° 30' 00" East 240 feet; North 89° 18' 00" East 150 feet; North 52° 56' 00" East 570 feet; and North 64° 21' 00" East 500 feet to the point designated "2" therein;

thence leaving the levee and running South 25° 39' 00" East 300 feet; thence South 52° 56' 00" West 1229.6 feet; thence North 54° 58' 00" West 1003.4 feet to said point "1".

Together with a strip of land lying between the above described center line of the levee between points "1" and "2" and the right bank of the San Joaquin River.

EXCEPTING THEREFROM those portions conveyed to the Reclamation District No. 17 by Grant Deed recorded February 4, 2021 as Document No. 2021-020732.

A PLAT OF THE ABOVE DESCRIBED PARCEL(S) OF LAND IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

Stephen Pyle

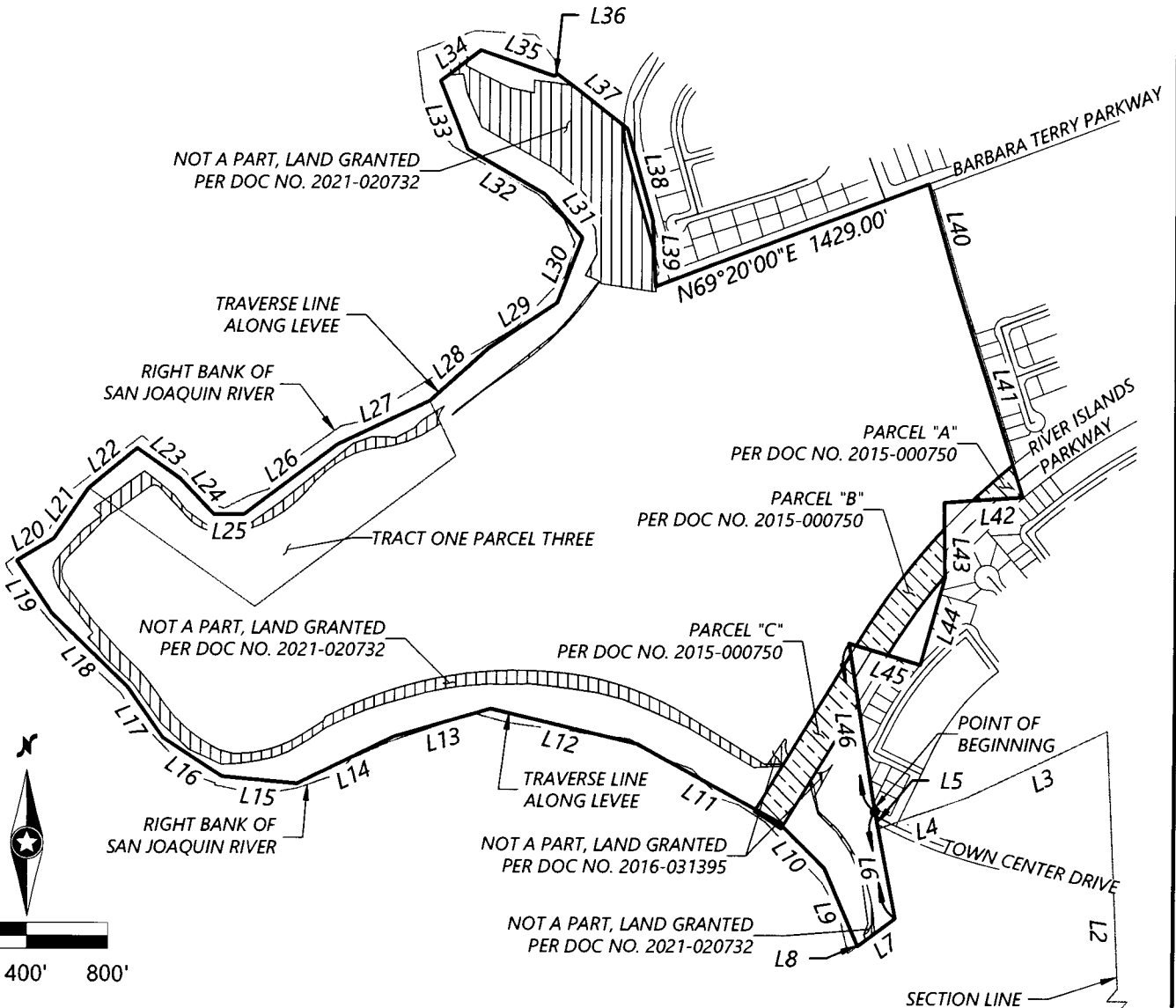
Stephen J. Pyle
Professional Land Surveyor
California No. 8385



May 15, 2025

Date

EXHIBIT "B"



LEGEND

CENTER LINE

RIGHT BANK OF SAN JOAQUIN RIVER

PROPERTY LINE

ADJACENT PROPERTY LINE

FEE OWNED BY OTHERS

EXCEPTED OUT



2025-05-13
SECTION 28 & 33,
T1S, R6E, M.D.B.M.

ABBREVIATIONS

DOC NO. DOCUMENT NUMBER

DESIGNED:	N/A
DRAWN:	CRJ
CHECKED:	SJP
JOB NUMBER:	38980
SCALE:	1" = 800'

Westwood

Phone (559) 451-0395 7110 N Fresno Street, Suite 160
Fresno, CA 93720
westwoodps.com
Westwood Professional Services, Inc.

SHEET NUMBER:

1

OF

2

DATE: 2025-05-15

EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N0°00'00"E	1405.30'
L2	N2°40'00"W	1945.80'
L3	S64°36'00"W	775.10'
L4	S70°46'00"W	445.20'
L5	N10°56'00"W	83.40'
L6	S10°56'00"E	533.00'
L7	S53°27'00"W	231.50'
L8	N0°49'00"E	9.00'
L9	N23°24'00"W	410.00'
L10	N45°31'00"W	320.00'
L11	N61°30'00"W	790.00'
L12	N76°44'00"W	740.00'
L13	S73°41'00"W	490.00'
L14	S63°49'00"W	530.00'
L15	N84°57'00"W	370.00'
L16	N56°53'00"W	350.00'
L17	N35°18'00"W	300.00'
L18	N46°09'00"W	520.00'
L19	N33°58'00"W	310.00'
L20	N58°53'00"E	210.00'
L21	N34°24'00"E	300.00'
L22	N50°30'00"E	310.00'
L23	S54°58'00"E	260.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	S43°30'00"E	240.00'
L25	N89°18'00"E	150.00'
L26	N52°56'00"E	570.00'
L27	N64°21'00"E	500.00'
L28	N47°57'00"E	390.00'
L29	N56°16'00"E	400.00'
L30	N21°01'00"E	340.00'
L31	N40°56'00"W	280.00'
L32	N60°05'00"W	440.00'
L33	N21°43'00"W	360.00'
L34	N51°58'00"E	250.00'
L35	S70°30'00"E	380.00'
L36	N63°07'00"E	20.00'
L37	S52°08'00"E	436.90'
L38	S15°43'00"E	463.20'
L39	S2°49'00"E	323.70'
L40	S16°04'00"E	497.90'
L41	S17°30'00"E	1105.00'
L42	S86°06'00"W	386.40'
L43	S1°01'00"E	370.70'
L44	S15°43'00"W	440.30'
L45	N73°20'00"W	364.20'
L46	S9°06'00"E	833.10'

Y:\Jobs\38980-Mossdale West\Survey\MapDwg\38980-PLAT-PARKWAY EXCEPTION.dwg 13:26:15 05/15/2025

DESIGNED: N/A
 DRAWN: CRJ
 CHECKED: SJP
 JOB NUMBER: 38980
 SCALE: N/A

Westwood

Phone (559) 451-0395 7110 N Fresno Street, Suite 160
 Fresno, CA 93720
westwoodps.com

Westwood Professional Services, Inc.

SHEET NUMBER:

2

OF

2

DATE: 2025-05-15



SAN JOAQUIN
— COUNTY —
Greatness grows here.

Office of the Assessor-Recorder-County Clerk

Steve J. Bestolarides, Assessor-Recorder-County Clerk

Karyn Johnson, Assistant Assessor-Recorder-County Clerk

February 21, 2025

City of Lathrop Community Development Department
Attention: Planning Division, David Niskanen (Contract Planner)
390 Towne Centre Drive
Lathrop, CA 95330

Re: Formal Review

- Williamson Act Contract Cancellation Value for APN(s): **191-190-74 and 191-190-75**

To Whom It May Concern:

Pursuant to Section 51283(a) of the Government Code, we certify the "Current Market Value" of the subject parcels noted above, as of October 17, 2024, is:

APN(s): 191-190-74 and 191-190-75
Revised Market Value: \$28,000,000
(Twenty-Eight Million Dollars)

Applying the 12.5 percent cancellation rate indicates a cancellation fee, as follows:

$$\text{\$28,000,000} \times 0.125 = \text{\$3,500,000}$$

If I can be of any further assistance, please feel free to contact me at 209-468-2630.

Respectfully,

A handwritten signature in black ink, appearing to read "Bouavanh Somphoune", with a long horizontal line extending to the right.

Bouavanh Somphoune,
Principal Appraiser

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-6**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT
REPORT (SCH #2024030835), CEQA FINDINGS OF FACT, STATEMENT OF
OVERRIDING CONSIDERATIONS AND MITIGATION MEASURES/MONITORING
PLAN FOR THE MOSSDALE LANDING WEST PROJECT (FILE NO. GPA-22-23,
REZ-22-24, SPA-22-25, VTM-22-27, AND AGC-22-28)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan SPA-22-25, Vesting Tentative Subdivision Map VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of a 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and a levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, on December 13, 2023, the City sent letters to the tribes on the Native American Contact list that the City received from the Native American Heritage Commission pursuant to Public Resources Code Section 21080.3.1. The letters notified the tribes that the project was being addressed under CEQA and included a description of the project, location, and Lead Agency contact. The City received a response from the Confederated Villages of Lisjan requesting information. No tribe formally requested consultation with the City pursuant to AB52; and

WHEREAS, a Notice of Preparation of the Mossdale Landing West Project was mailed to all responsible agencies and submitted to the State Clearinghouse on March 22, 2024, pursuant to Public Resources Code Section 21080.4 and CEQA Guidelines Section 15082; and

WHEREAS, the Draft Environmental Impact Report (DEIR) for the Mossdale Landing West Project as prepared in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq.; and

WHEREAS, in accordance with Public Resources Code Section 21000 et. seq. and CEQA Guidelines Section 15000 et. seq., the City of Lathrop prepared and circulated for a 45-day public review period the DEIR for the Mossdale Landing West Project, beginning on January 9, 2025 and ending on February 24, 2025, that evaluated potential environmental effects of the proposed Mossdale Landing West Project; and

WHEREAS, notice inviting comments on the DEIR was given in accordance with CEQA Guidelines Section 15085; and

WHEREAS, the City of Lathrop received nine (9) written comments on the DEIR and responses to those comments were prepared in the form of the Final Environmental Impact Report (FEIR), dated April, 2025 (incorporated by reference herein); and

WHEREAS, pursuant to Public Resources Code Section 21082.5, the City of Lathrop provided notice regarding the availability of the FEIR and circulated the proposed responses to comments to public agencies and interested parties submitting comments on the DEIR; and

WHEREAS, the Planning Commission has independently reviewed and analyzed the Final Environmental Impact Report for the Mossdale Landing West Project and considered the information contained therein and all comments, written and oral, received at the public hearing on the FEIR prior to approving this resolution and recommending action on the Mossdale Landing West Project. All these documents and evidence herein incorporated by reference into this Resolution; and

WHEREAS, the FEIR identified certain significant and potentially significant adverse effects on the environment caused by the Mossdale Landing West Project. It is the intent of the Planning Commission that the mitigation measures contained in the DEIR are implementation measures for the development of the Mossdale Landing West Project; and

WHEREAS, the Planning Commission desires, in accordance with CEQA, to declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social and other considerations for approving the Mossdale Landing West Project, that the Planning Commission believes justify the occurrence of those impacts; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, the Planning Commission has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on findings included herein, and based on substantial evidence in the administrative record of proceedings, recommends City Council certification of the Final Environmental Impact Report (consisting of the DEIR and FEIR) (SCH #2024030835), as referenced in the Planning Commission Staff Report as Attachments 8 & 9, including the “CEQA Findings of Fact and Statement of Overriding Considerations”, as referenced as Exhibit A to this Resolution, and subject to the “Mitigation Monitoring Reporting Plan” (MMRP) as referenced in the Planning Commission Staff Report as Attachment 9 (FEIR) and Attachment 15 (Consolidated Conditions of Approval), incorporated by reference herein

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

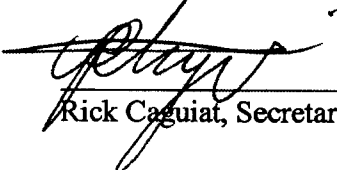
ABSENT: Jackson

ABSTAIN: None



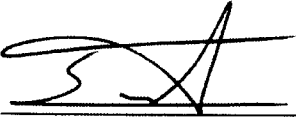
Paul Camarena, Vice Chair

ATTEST:



Rick Caguiat, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Exhibit A

CEQA Findings of Fact and Statement of Overriding Considerations

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-7**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THE CITY COUNCIL TO ADOPT A GENERAL PLAN
AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR THE MOSSDALE
LANDING WEST PROJECT (GPA-22-23)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan SPA-22-25, Vesting Tentative Subdivision Map VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and a levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Section 65358 of the California Government Code provides for the amendment of all or part of an adopted General Plan; and

WHEREAS, the City has complied with the requirements of the Government Code (Government Code Section 65300 et. seq.), the current State of California General Plan Guidelines, and the City's applicable ordinances and resolutions with respect to approval of the proposed Mossdale Landing West General Plan Amendment (GPA); and

WHEREAS, pursuant to Government Code Section 65090, notice of the Planning Commission hearing was published in accordance with State Law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the Planning Commission's public hearing; and

WHEREAS, prior to recommending adoption of the GPA, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before recommending approval of the GPA, the Planning Commission reviewed and considered the information contained in the Final EIR for the Mossdale Landing West Project (SCH #2024030835), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Mossdale Landing West which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the proposed GPA is an amendment to the adopted 2022 Lathrop General Plan, which was adopted on September 19, 2022; and

WHEREAS, the proposed GPA consists of amendments to the City of Lathrop General Plan Map, as shown in Attachment 13 of the Planning Commission Staff Report incorporated by reference herein; and

WHEREAS, State Planning Law and the Lathrop Municipal Code require the Planning Commission to provide a recommendation for a General Plan Amendment to the City Council by Resolution; and

WHEREAS, notice of the proposed GPA was provided pursuant to California Government Code Section 65352.3 and 65352.4 (General Plan review by California Native American tribes). Notice was mailed out to California Native American tribes on a list provided by the California Native American Heritage Commission (NAHC) on December 13, 2023; and

WHEREAS, the City received responses from Wilton Rancheria and Confederated Villages of Lisjan. The Confederated Villages of Lisjan requested a copy of the records search and to be included on notifications for the Project. The City provided a response to the tribe. The Wilton Rancheria requested consultation, and a meeting was held on January 30, 2024. During consultation, the Wilton Rancheria stated that the tribe's internal records show that the Project site is located within the historic resource. The Wilton Rancheria recommended that the tribe be part of the survey for the Cultural Study by Peak & Associates and referenced that the tribe does on-site monitoring and Cultural Sensitivity (discussions with construction staff) prior to construction. The consultation as concluded on June 12, 2024. No further comments were received related to the proposed GPA; and

WHEREAS, no written or oral comments were received relating to the proposed General Plan Amendment for the Mossdale Landing West Project; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, the Planning Commission has utilized its own independent judgement in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby recommends the City Council make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain GPA, as shown in Attachment 13 of the Planning Commission Staff Report, relative to the proposed development of the Mossdale Landing West Project; and

Section 2. General Plan Amendment Findings. The Planning Commission finds and determines as follows:

1. The proposed GPA will amend the General Plan Land Use Map adopted September 19, 2022, as amended through 2024, to reflect the proposed Singh Petroleum Project land uses.
2. The proposed GPA is in the public interest of the people of the City of Lathrop as set for in more detail in the Statement of Overriding Considerations in the CEQA Resolution, herein incorporated by reference.
3. The proposed General Plan Land Use Map Amendment would implement the following Policies contained in the General Plan in support of the proposed land use designations:
 - a. *"Policy LU-1.1: Support a full spectrum of conveniently located residential, commercial, industrial, public, and quasi-public uses that support business development regional transportation objectives and the livability of residential neighborhoods."*
The proposed project includes the development of residential uses and public uses which would support livability of residential neighborhoods within the City of Lathrop by providing park and residential uses in an area of the City designated for residential uses.

- b. *"Policy LU-1.9: Promote equitable land use patterns to ensure that all residents in neighborhoods have access to community amenities and transportation choices, and have safe places to walk and bike."*

The proposed project provides public amenities which would benefit all residents in the Project vicinity, as well as future project residents. The Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along the proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River.

Additionally, two (2) bus stops are proposed along Street W. Further, the proposed project would include community amenities, such as a linear park, neighborhood park, and open space.

- c. *"Policy LU-3.1: Support regional efforts that promote higher densities and intensities near major transit and travel facilities, and reduce regional vehicle miles traveled by supporting active modes of transportation including walking, biking, and public transit."*

The Project site is designated for Low Density uses in the City's General Plan and would provide Low Density, Public and Open Space uses. While the proposed project does not include higher density uses, the Project site is also not located near major transit facilities. The Project site is in an area of the City which contains existing low density residential uses. Further, as noted above, the Project includes facilities for active modes of transportation, including walking, biking, and public transit.

- d. *"Policy LU-4.2: Emphasize efforts to reduce vehicle miles traveled (VMT) by supporting land use patterns and site designs that promote active modes of transportation, and public transit."*

According to the Mossdale Landing West DEIR, the Project's VMT per capita value of 16.29 is higher than the citywide threshold of 15.44. However, the Project design reflects many features that help reduce VMT. To ensure the Project would result in a VMT per capita which is below the threshold, a decrease of 6.14 percent (or 1.01 VMT per capita) would be required for the Project. With the proposed project design features, the Project's VMT per capita would be more than 15 percent below the Citywide average for the total home-based residential VMT per capita statistic; therefore, impacts related to VMT would be less than significant.

- e. *“Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities.”*

The proposed project is a new development which is compatible with surrounding and adjacent buildings and public spaces. The existing land adjacent to the Project site includes mainly residential uses. The proposed residential and public uses would be constructed in a similar form and scale as the existing residential uses within the City.

- f. *“Policy LU-5.6: In considering land use change requests, consider factors such as compatibility with surrounding uses in terms of privacy, noise, and changes in traffic levels.”*

The Plan Area is designated as LD, Low Density Residential by the City’s General Plan Land Use Map. The proposed project will include a General Plan Amendment from LD, Low Density Residential to P, Parks, and O, Open Space. The Project site is located in an area of the City with similar surrounding land uses as the proposed project.

- g. *“Policy LU-7.1: Encourage San Joaquin County to retain existing agricultural land use designations in areas outside of the Lathrop SOI.”*

The Project site is located within the City Limits and would not conflict with this General Plan Policy.

- h. *“Policy LU-7.2: Support the continuation of agricultural operations and activities on lands adjacent to the SOI and within the City’s Area of Influence.”*

The Project site is located within the City Limits. While Prime Farmland which contains agricultural uses is located north of the Project site, the Project includes a buffer along the San Joaquin River. The proposed project also includes adequate measures to buffer project uses from adjacent agricultural uses and would reduce adverse effects on neighboring agricultural uses, while supporting ongoing agricultural operations in areas within and surrounding the proposed project.

- i. *“Policy CIR-1.2: Complete Streets. Consider all modes of travel in planning, design, and construction of all transportation projects to create safer, more livable, and more inviting environments for pedestrians, bicyclists, motorists, and public transit users of all ages and capabilities.”*

The Project provides facilities and amenities which serve all modes of transportation. As discussed previously, the Specific Plan will include bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

- j. *“Policy CIR-2.2: Improve safety conditions, efficiency, and comfort for bicyclists and pedestrians by providing shade trees and controlling traffic speeds for implementing narrow lanes or other traffic calming measures.”*

The Specific Plan will include bicycle and pedestrian facilities in order to improve safety for bicyclists and pedestrians. Additionally, trees will be provided throughout the site, including proposed roadways, along sidewalks, and within the proposed park areas. Further, traffic calming measures such as enhanced paving and/or colored paving at crosswalks and landscape parkway strips separating vehicle traffic from the pedestrian sidewalk may be used to help reduce traffic speeds at the intersection. All intersections and street sections would be reviewed by the City and designed to comply with typical City Standards.

- k. *“Policy RR-2.1: Open Space Boundaries. Maintain existing open space lands within the City by carefully considering the impact of new development in established open space areas.”*

The Project site is not designated as Open Space by the City. The proposed project would result in land uses that are generally consistent with the land use designation of the Project site. More specifically, the Project proposes construction of residential, park and open space uses. The area along the San Joaquin River would be designated for Open Space uses.

Section 3. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said GPA on permanent public display in the Community Development Department of the City of Lathrop.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends the City Council approve the proposed General Plan Amendment.

Section 5. Based on the City’s letter to the Wilton Rancheria tribe, dated June 12, 2024, providing further opportunity for the tribe to consult pursuant to Senate Bill 18 and that no further comments were received from the tribe relating to the proposed General Plan Amendment, the City finds that the consultation with the tribe has concluded.

Section 6. The Planning Commission recommends the City Council find that, because the Neighborhood Park Parcel is to be utilized as ‘dual-use’ (Neighborhood Park and stormwater basin), that the final location and configuration will be determined during the Final Map and Improvement Plan phase.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council adopt the General Plan Land Use Map Amendment, as illustrated and incorporated by reference as Attachment 11 of the Planning Commission Staff Report.

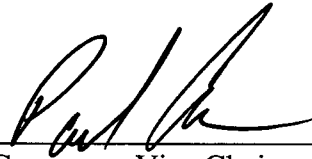
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

ABSENT: Jackson

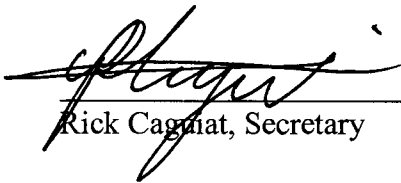
ABSTAIN: None



Paul Camarena, Vice Chair

ATTEST:

APPROVED AS TO FORM:



Rick Cagniat, Secretary



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-8**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING
THE MOSSDALE LANDING WEST SPECIFIC PLAN FOR THE MOSSDALE
LANDING WEST PROJECT (SPA-22-25)**

WHEREAS, Section 65450 et. Seq. of the California Government Code provides for the preparation and adoption of Specific Plans by general law cities for implementation of all or part of an adopted General Plan; and

WHEREAS, Section 65453 of the California Government Code provides that a Specific Plan may be adopted or amended by either Resolution or Ordinance as provided by the local jurisdiction; and

WHEREAS, pursuant to Government Code Section 65090, notice of the Planning Commission hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the Planning Commission's public hearing; and

WHEREAS, prior to recommending approval of the Mossdale Landing West Specific Plan, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before recommending approval of the Mossdale Landing West Specific Plan, the Planning Commission reviewed and considered the information contained in the Final EIR for the Mossdale Landing West Project (SCH #2024030835), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Mossdale Landing West which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the proposed Mossdale Landing West Specific Plan is a stand-alone document for the Mossdale Landing West Project; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby recommend the City Council make the following findings:

Section 1. This Resolution incorporate, and by this reference makes a part hereof, that certain Mossdale Landing West Specific Plan, as shown in Attachment 12 of the Planning Commission Staff Report, relative to the proposed development of the Mossdale Landing West Project on certain real property consisting of approximately 225.86 acres located in the City of Lathrop.

Section 2. Specific Plan Findings. Pursuant to State Planning and Zoning Law, the Planning Commission finds and determines as follows:

1. The 1996 West Lathrop Specific Plan adopted pursuant to Ordinance No. 96-133 as amended in 2003 by Ordinance No. 03-216 shall be in full force and effect on that portion of West Lathrop Specific Plan covering the Mossdale Tract, River Islands and South East Stewart Tract.
2. The 1996 West Lathrop Specific Plan, as amended through 2025 is consistent with the objectives, policies, general land uses, and programs specified in the General Plan because it promotes flexibility and innovation in residential land use through the use of planned unit development zoning and planning techniques that will provide a balanced community.
3. The Mossdale Landing West Specific Plan is consistent with the objectives and policies identified in the 1996 West Lathrop Specific Plan, as amended through 2025, by implementing the proposed residential, park and open space land uses.
4. The Mossdale Landing West Specific Plan is consistent with the objectives, policies, implementation actions, and land uses identified in the City's General Plan. The Mossdale Landing West Specific Plan is consistent with the following General Plan Policies:

- a. *“Policy LU-1.9: Promote equitable land use patterns to ensure that all residents in neighborhoods have access to community amenities and transportation choices, and have safe places to walk and bike.”*

The proposed project provides public amenities which would benefit all residents in the Project vicinity, as well as future project residents.

The Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes will be provided along the proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W. Further, the proposed project would include community amenities, such as a linear park, neighborhood park, and open space.

- b. *“Policy LU-2.1: Recognize that the city is made up of many distinct planning areas (City Proper, Central Lathrop, Lathrop Gateway, South Lathrop, West Lathrop Specific Plan (Mosssdale Village, River Islands and Stewart Tract)) and continue to support special planning area documents within the city including specific plans and master planned development agreements as warranted that guide development in the city.”*

The Mosssdale Landing West Specific Plan would support the development of the proposed project area by defining land uses, development standards, architectural guidelines, etc.

- c. *“Policy LU-2.2: Utilize Specific Plans (West Lathrop Specific Plan, Central Lathrop Specific Plan, South Lathrop Specific Plan, and Lathrop Gateway Specific Plan) to guide development within Lathrop’s special planning areas. Properties located within Specific Plan areas shall conform to the underlying Specific Plan’s land use, and development standards.”*

The Mosssdale Landing West Specific Plan would guide development within the project area, including residential and park uses.

- d. *“Policy LU-5.1: Require new development to be compatible and complementary to existing development. Where appropriate and feasible, promote connections between neighborhoods and services and facilities.”*

The proposed project is a new development which is compatible with surrounding and adjacent buildings and public spaces. The existing land adjacent to the Project site includes mainly residential uses. The proposed residential and public uses would be constructed in a similar form and scale as the existing residential uses within the City.

- e. *“Policy CIR-1.2: Complete Streets. Consider all modes of travel in planning, design, and construction of all transportation projects to create safer, more livable, and more inviting environments for pedestrians, bicyclists, motorists, and public transit users of all ages and capabilities.”*

The Project provides facilities and amenities which serve all modes of transportation. As discussed previously, the Specific Plan includes bicycle, pedestrian, and transit facilities to increase access to transportation choices and increase safety for walking and biking. Pedestrian walkways would be provided along all local streets. Class II bike lanes would be provided along proposed arterial and collector streets. A multi-use trail with a Class I bike path would be provided along the San Joaquin River. Additionally, two (2) bus stops are proposed along Street W.

- f. *“Policy CIR-2.2: Improve safety conditions, efficiency, and comfort for bicyclists and pedestrians by providing shade trees and controlling traffic speeds for implementing narrow lanes or other traffic calming measures.”*

The Specific Plan will include bicycle and pedestrian facilities in order to improve safety for bicyclists and pedestrians. Additionally, trees will be provided throughout the site, including proposed roadways, along sidewalks, and within the proposed park areas. Further, traffic calming measures such as enhanced paving and/or colored paving at crosswalks and landscape parkway strips separating vehicle traffic from the pedestrian sidewalk may be used to help reduce traffic speeds at the intersection. All intersections and street sections would be reviewed by the City and designed to comply with typical City Standards.

- g. *“Policy RR-2.1: Open Space Boundaries. Maintain existing open space lands within the City by carefully considering the impact of new development in established open space areas.”*

The Project site is not designated as Open Space by the City. The proposed project would result in land uses that are generally consistent with the land use designation of the Project site. More specifically, the Project proposes construction of residential, park and open space uses. The area along the San Joaquin River would be designated for Open Space uses.

- 5. The Mossdale Landing West Specific Plan is consistent with the objectives, policies, general land uses, and implementation actions specified in the General Plan Circulation Element because it ensures that streets and highways will be constructed in accordance with the traffic monitoring program to serve the new development.
- 6. The Mossdale Landing West Specific Plan is consistent with the goals, policies, objectives and programs of the General Plan because it will promote orderly development of the plan area through a flexible phasing plan which is tied to the provisions supporting infrastructure capacity in the construction of infrastructure improvements.

The Mossdale Landing West Specific Plan provides for the construction of roadways to provide improved access to the project and adjacent properties, and the extension of utilities infrastructure such as water, sanitary sewer and storm drainage facilities necessary to accommodate the project.

7. The Mossdale Landing West Specific Plan with goals, policies, objectives and programs the General Plan Public Safety Element because it ensures that all new buildings construction shall conform to the latest seismic requirements of the uniform building code as a minimum standard, gives priority to support of police protection and to fire suppression, and implements practices and regulations which avoid hazardous land use relationships.

Section 4. Upon adoption by the City Council, the Mossdale Landing West Specific Plan applies only to the Mossdale Landing West Project and does not change the adopted West Lathrop Specific Plan as it applies to the balance of the WLSP area.

Section 5. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said Mossdale Landing West Specific Plan on permanent public display in the Community Development Department in the City of Lathrop.

Section 6. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends to the City Council approve the Mossdale Landing West Specific Plan. This documents shall be substantially in the form on file with the City Clerk.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council adopt Mossdale Landing West Specific Plan, as illustrated and incorporated by reference as Attachment 10 of the Planning Commission Staff Report.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

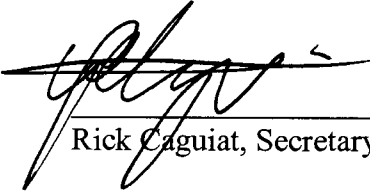
ABSENT: Jackson

ABSTAIN: None



Paul Camarena, Vice Chair

ATTEST:



Rick Caguiat, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-9**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING
THE ZONING MAP AND ZONING CODE TEXT FOR THE MOSSDALE LANDING
WEST PROJECT (REZ-22-24)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan SPA-22-25, Vesting Tentative Subdivision Map VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and a levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code provides for the review and recommendation of the City's Planning Commission on all zoning amendments; and

WHEREAS, pursuant to Government Code Section 65090, notice of the Planning Commission hearing was published in accordance with State law in at least one newspaper of general circulation within the City of Lathrop at least twenty (20) calendar days before the Planning Commission's public hearing; and

WHEREAS, the zoning amendments to accommodate the Mossdale Landing West Specific Plan applies only to the Mossdale Landing West Project and does not in any way apply to the West Lathrop Specific Plan Project; and

WHEREAS, prior to recommending adoption of the Zoning Map and Zoning Code Text Amendments, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before recommending approval of the Zoning Map and Zoning Code Text Amendments, the Planning Commission reviewed and considered the information contained in the Final EIR for the Mossdale Landing West Project (SCH #2024030835), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Mossdale Landing West which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, the Planning Commission has reviewed the Zoning Map changes and Zoning Code Text Amendments and conducted a public hearing; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby recommend the City Council make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain Zoning Map and Zoning Code Text Amendments, as shown in Attachments 12 and 13 of the Planning Commission Staff Report, relative to the proposed development of the Mossdale Landing West Project.

Section 2. Zoning Amendment Findings. Pursuant to Chapter 17.124 of the City of Lathrop Municipal Code, the Planning Commission finds and determines as follows:

1. The proposed zoning amendments are consistent with the objectives, policies, implementation actions, and general land use as specified in the City's General Plan, as amended Planning Commission General Plan Amendment Resolution No. 25-7. The proposed zoning amendments for the Mossdale Landing West Specific Plan provide zoning standards for the Mossdale Landing West development area to allow for urban development standards consistent with the General Plan.

2. Zoning amendments for the Mossdale Landing West Project are consistent with the objectives, policies, implementation actions, and general land uses in the West Lathrop Specific Plan because they establish the Mossdale Landing West zoning standards for the Mossdale Landing West development area.
3. The proposed zoning amendments are consistent with the purpose and objectives of the City of Lathrop zoning ordinance and with the Mossdale Village combining district because: (1) the amendments provide a zone plan to guide the physical development of the Mossdale Landing West development area in such a manner as to achieve the general arrangement of land uses described and depicted in the General Plan; and, (2) they foster a wholesale, serviceable and attractive living environment, beneficial development areas which exhibit non-conflicting patterns of use, and the stability of existing land uses which conform with the objectives, policies, principles and standards of the General Plan; and, (3) they prevent excessive population densities and overcrowding of land with structures; and, (4) they promote a safe, effective traffic circulation system, the provisions of adequate off street parking, and appropriate location of community facilities; and, (5) they protect enhanced real property values and the city's natural assets; and, (6) they ensure unimpeded development of such new urban expansion that is logical, desirable and in conformance with the objectives and policies of the General Plan; and, (7) they provide and protect open space in accordance with policies of the Recreation and Resources Element of the General Plan

Section 3. Upon adoption by the City Council, the Ordinance implementing the suggested Zoning Map apply only to the Mossdale Landing West Project and does not change the adopted as it applies to the Zoning Map as they apply to the West Lathrop Specific Plan.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends the City Council adopt an Ordinance implementing the suggested Zoning Map and Zoning Code Text Amendments. These documents shall be substantially in the form on file with the City Clerk.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council adopt the proposed Zoning Map Amendment and Zoning Text Amendments, as illustrated and incorporated by referenced as Attachments 12 and 13, respectively, of the Planning Commission Staff Report.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

ABSENT: Jackson

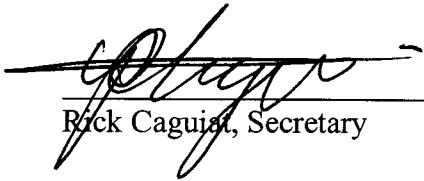
ABSTAIN: None



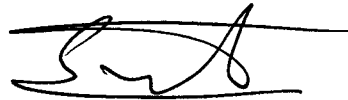
Paul Camarena, Vice Chair

ATTEST:

APPROVED AS TO FORM:



Rick Caguia, Secretary



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-10**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THE CITY COUNCIL APPROVE VESTING TENTATIVE
SUBDIVISION MAP TRACT 4146 FOR THE MOSSDALE LANDING WEST PROJECT
(VTM-22-27)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan SPA-22-25, Vesting Tentative Subdivision Map VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and a levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Chapter 16.12 of the Lathrop Municipal Code requires the review and approval of the Planning Commission and recommendation to the City Council of all Vesting Tentative Subdivision Maps; and

WHEREAS, prior to recommending approval of Vesting Tentative Subdivision Map Tract No. 4146, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before recommending approval of Vesting Tentative Subdivision Map Tract No. 4146, the Planning Commission reviewed and considered the information contained in the Final EIR for the Mossdale Landing West Project (SCH #2024030835), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Mossdale Landing West which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, the Planning Commission has utilized its own independent judgment in reviewing the proposed VTM in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby recommend the City Council make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, that certain VTM 4146 for the Mossdale Landing West Project, as shown in Attachment 16 of the Planning Commission Staff Report, relative to the proposed development of the Mossdale Landing West Project.

Section 2. Vesting Tentative Subdivision Map Findings. Pursuant to sections 66473.5 and 66474 of the Subdivision Map Act in Chapters 16.12.010 through 16.12.080 of the Lathrop Municipal Code, the Planning Commission finds and determines as follows:

1. *The proposed map is consistent with the General Plan.* The Vesting Tentative Subdivision Map Tract No. 4146 for the Mossdale Landing West Project is consistent with the objectives, policies, implementation actions, and general land uses specified in the City's General Plan, as amended by General Plan Amendment Resolution No. 25-7. The proposed VTM 4146 for the Mossdale Landing West property provides for the development of the project site in accordance with the General Plan Land Use Designations and Policies suggested in the City's General Plan. The VTM for the Mossdale Landing West property will ensure the creation of a master plan development integrating residential, park and open space uses.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* The Vesting Tentative Subdivision Map Tract No. 4146 for the Mossdale Landing West Project is consistent with the standards for the RL-MV, Low Density Residential, P-MV, Park, and OS-MV, Open Space Zoning Districts. The uses proposed in the Mossdale Landing West Project are compatible with the surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
3. *The site is physically suitable for the proposed density of development.* The Vesting Tentative Subdivision Map Tract No. 4146 of the Mossdale Landing West Project is consistent with the applicable provisions of the Mossdale Landing West Specific Plan, including the development standards relative to minimum lot sizes.

As conditioned, the project will also comply with the City's General Plan, Zoning Ordinance, and various federal, state, and local standards applicable to the project. The Conditions of Approval address Planning, Building, Public Works, Police, and Fire Department requirements.

4. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* The site is physically suitable for the types of densities of development proposed for the Mossdale Landing West Project property because the proposed development is planned to enhance the site's natural form and environmental attributes and the proposed project is designed to avoid areas of potential geologic instability, sensitive vegetation and wildlife resources, and significant cultural resources. No active faults are mapped across the project site by the California Geologic Survey or the United States Geological Survey. With respect to sensitive vegetation and wildlife resources and significant cultural resources, extensive open space habitat conservation areas are included in the project design to avoid or mitigate impacts to such resources.

The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substance or substantially or unavoidably injured fish or wildlife or their habitat because all potential impacts related to terrestrial biology and fisheries have been mitigated to less than significant levels as set forth specifically in the Final EIR. Specific measures incorporated into the Mossdale Landing West Project include participation in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.

5. *The design of the subdivision or type of improvements will not cause serious public health problems.* The design of the subdivision or type of improvements is not likely to cause serious public health problems because the Mossdale Landing West Project will not involve the use, storage, or disposal of hazardous materials nor engage in hazardous activities. The Mossdale Landing West project incorporates extensive landscape buffers in addition to natural buffers (e.g., San Joaquin River) to ensure the development will also be buffered from adjacent agricultural uses. The design of the subdivision includes the development of adequate water, sewer, fire, police and solid waste services within the Mossdale Landing West project.
6. *The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision or the type of improvements will not conflict with easements, acquired by public at large, for access through or use of, property within the proposed subdivision.

Section 3. The City Council, acting as the land use agency, adopted Resolution No. 25-5734 based on substantial evidence in the record, adopted Adequate Progress Findings towards providing a 200-year Urban Level of Flood Protection in the Reclamation District 17.

Section 4. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends to the City Council approve the Vesting Tentative Subdivision Map Tract No. 4146, dated on December 18, 2024, for the Mossdale Landing West Project subject to the Conditions of Approval and Mitigation Monitoring and Reporting Plan (MMRP) referenced as Attachment 15 of the Planning Commission Staff Report. This document shall be substantially in the form on file with the City Clerk.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council approve Vesting Tentative Subdivision Map Tract 4146, dated December 18, 2024, for the Mossdale Landing West Project, as illustrated and incorporated by referenced as Attachment 14 of the Planning Commission Staff Report, subject to the conditions referenced as Attachment 15 of the Planning Commission Staff Report.

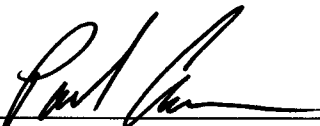
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

ABSENT: Jackson

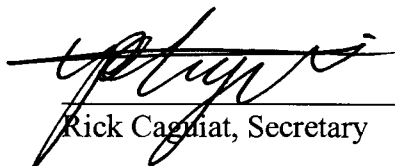
ABSTAIN: None



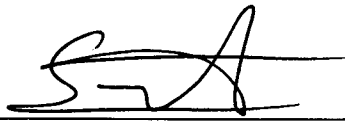
Paul Camarena, Vice Chair

ATTEST:

APPROVED AS TO FORM:



Rick Cagniat, Secretary



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-11**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL ADOPT FINDINGS RELATED TO TENTATIVE
APPROVAL OF CANCELLATION OF CALIFORNIA LAND CONSERVATION
CONTRACT NUMBER 73-C1-73 (AGC-22-28)**

WHEREAS, the Mossdale Landing West Project includes General Plan Amendment No. GPA-22-23, Rezone No. REZ-22-24, Specific Plan SPA-22-25, Vesting Tentative Subdivision Map VTM-22-27, and Williamson Act Cancellation No. AGC-22-28; and

WHEREAS, the Mossdale Landing West Project includes the subdivision of 167.42-acre development area into 829 single-family residential lots and public-designated uses that are made up of a linear park, a neighborhood park, open space, and a levee slope easement. There is also a remainder of approximately 38.2-acres of undeveloped land. The entire Mossdale Landing Specific Plan is comprised of approximately 225.86-acres and includes the whole of the proposed project, including the 167.42-acre development area, and land along the San Joaquin River, which would not be developed as part of the proposed project; and

WHEREAS, the Mossdale Landing West Project is comprised of the following Assessor's Parcel Numbers: 191-190-74, -75, -76, -77, -78, 191-610-02, -22, 191-620-50, and -59; and

WHEREAS, Section 51280 et. seq. of the California Government Code authorizes a city or county to cancel Williamson Act contracts as to all or any part of the land subject to a contract; and

WHEREAS, Chapter 128, *Williamson Act Contracts* of the Lathrop Municipal Code authorizes the City of Lathrop to cancel Williamson Act contracts as to all or any part of the land subject to a contract with the City; and

WHEREAS, WSBG Investments, LP ("WSBG") proposes development of the Mossdale Landing West Project on approximately 225.86 acres owned or controlled by WSBG and located in the City of Lathrop in accordance with the Lathrop General Plan; and

WHEREAS, on December 26, 1972, WSBG's predecessor, Joaquin W. Silveira and Barbara Olive Silveira, and the County of San Joaquin (the "County") entered into California Land Conservation Contract No. 73-C1-73 pursuant to the Williamson Act (Government Code Section 51000 et. seq.) on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720); and

WHEREAS, pursuant to California Government Code Section 51243, the City became the successor to San Joaquin County for the purposes of the WSBG's Williamson Act Contract and is the appropriate entity to act upon this request to cancel the Contract; and

WHEREAS, on November 29, 2021, WSBG served a Notice of Non-Renewal pursuant to California Government Code Section 51245, and now petitions the City for cancellation of the Williamson Act Contract pursuant to California Government Code Section 51282, for the entirety of the property subject to the Williamson Act Contract identified as APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720); and

WHEREAS, a Notice of Public Hearing was advertised in the Manteca Bulletin on June 26, 2025. Staff also mailed the public hearing notice on June 26, 2025 to notify all property owners located within a 300-foot radius from the Mossdale Landing West boundary. Additional public hearing notices were mailed to property owners within the Park West Neighborhood and the neighborhood east of the Mossdale Landing West boundary, beyond the 300 ft. requirement to notify adjacent neighborhoods. In addition, the Public Notice was emailed to the City's Public Hearing subscribers and interested parties on June 26, 2025 and posted at three (3) locations accessible to the public; and

WHEREAS, prior to recommending approval of the cancellation of the Williamson Act Contract, the Planning Commission adopted a Resolution, recommending that the City Council adopt a Resolution Certifying the Final Environmental Impact Report (FEIR) (SCH #2024030835), CEQA Findings of Fact, Statement of Overriding Considerations and Mitigation Measures/Monitoring Plan for the Mossdale Landing West Project in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, before recommending approval of the cancellation of the Williamson Act Contract, the Planning Commission reviewed and considered the information contained in the Final EIR for the Mossdale Landing West Project (SCH #2024030835), and finds that mitigation measures identified in the Final EIR have been imposed on and incorporated in the Mossdale Landing West which serve to mitigate or avoid the significant environmental effects, that certain mitigation measures are within the responsibility and jurisdiction of another public agency and such change can and should be adopted by such other agency, that specific economic, social and other considerations make infeasible the project alternatives that would avoid or mitigate the environmental impacts and that social, economic, and other benefits outweigh the environmental impacts that cannot be fully mitigated; and

WHEREAS, the Planning Commission has utilized its own independent judgment in adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop does hereby recommend the City Council make the following findings:

Section 1. This Resolution incorporates, and by this reference makes a part hereof, the Notice of Non-Renewal dated November 29, 2021 and Petition for Cancellation of the Williamson Act Contract, substantially in the form on file with the City Clerk, relative to the proposed development of the Mossdale Landing West Project on certain real property located in the City of Lathrop, as specified above.

Section 2. Contract Cancellation Findings. The Planning Commission makes the following findings pursuant to California Government Code Section 51282(b):

1. *That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Section 51245 of the Government Code.* The property owner has a Williamson Act Notice of Non-Renewal (WNR-21-162), recorded on November 29, 2021 (Document #2021-197093) for the real property under Contract.
2. *That cancellation is not likely to result in the removal of adjacent lands from agricultural use.* The proposed cancellation is for approximately 202.25 acres on APNs 191-190-74 and 191-190-75 (formerly APNs 191-190-010 and -720 and is substantially surrounded by urban development. The surrounding land uses include the San Joaquin River and associated tributaries to the north, west, and south, and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the north, east, and south. The closest agricultural uses are to the west, across the San Joaquin River and located within San Joaquin County. It is unlikely that agricultural uses would be removed as a result of the proposed cancellation due to the location and proximity to the proposed project site.
3. *That cancellation is for an alternative use which is consistent with the applicable provisions of the City or County General Plan.* The proposed project includes the subdivision of the development area into 829 single-family residential lots consistent with the City's General Plan and Municipal Code. The Project site has a General Plan Land Use Designation of LD, Low Density Residential, P, Park, and OS, Open Space and is located within the RL-MV, Low Density Residential and P-MV, Park Zoning Districts. The proposed project includes a General Plan Amendment to modify the General Plan Land Use Map to match the land use configuration for the proposed project and would include LD, Low Density Residential, P, Park, and OS, Open Space designations. The proposed project is consistent with the Goals, Policies and Implementation Actions of the City's General Plan.
4. *That cancellation will not result in discontinuous patterns of urban development.* The project site is substantially surrounded by urban development. As noted above, the surrounding land uses include the San Joaquin River and associated tributaries to the north, west and south, and Mossdale Landing, a mixed-use master planned community with largely single-family residences to the north, east, and south. The development of the proposed project will not result in a discontinuous pattern of urban development. The proposed development would implement the planned land uses contemplated in the West Lathrop Specific Plan and the City's General Plan.

5. *That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.*

There are no proximate noncontracted land which is both available and suitable for the development of the proposed project. The project site is substantially surrounded by urban development, including Mossdale Landing, a mixed-use master planned community with largely single-family residences and the planned Ethel Allen Elementary School at the intersection of Barbara Terry Boulevard and McKee Boulevard.

Section 3. Williamson Act Cancellation Conditions and Contingencies. Pursuant to the provisions of Government Code Section 51283.4, the Planning Commission recommends the City Council establish the following conditions and contingencies, and to declare that a certificate of cancellation of contract with respect to the subject parcels will be issued and recorded within 30 days after being notified by the landowner that each and all of the condition and contingencies is satisfied:

1. Payment of the cancellation fee to the San Joaquin County Treasury in the amount of \$3,500,000, as determined pursuant to California Government Code Section 51283. Unless the fee is paid or a certificate of cancellation of contract within one year of the date of the recording of this certificate of tentative cancellation, the cancellation fee shall be recomputed as of the date of the notice described in Government Code Section 51283.4(b) or the date the landowner requests a recomputation pursuant to Government Code Section 51283.4(a).

Section 4. The real property to which the Tentative Certificate of Cancellation applies is situated in the City of Lathrop, County of San Joaquin, State of California, and is described as follows:

APNs: 191-190-74 and 191-190-75, Containing 202.25 acres, more or less

Section 5. Upon approval of the Tentative Certificate of Cancellation, the City Council shall execute the form of the Certificate of Tentative Cancellation by the City Attorney and Community Development Department, as illustrated and incorporated by reference as Attachment 16 of the Planning Commission Staff Report, and cause it to be filed for record, all in accordance with Government Code Section 51283.4(a).

Section 6. Based on the findings set forth in this Resolution, the CEQA Resolution, and the evidence in the Staff Report, the Planning Commission hereby recommends the City Council approve the Tentative Certificate of Cancellation.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings, its above findings, including the staff report and associated attachments, pursuant to its independent review and consideration, does hereby recommend the City Council approve the Certificate of Tentative Cancellation, as illustrated and incorporated by reference as Attachment 16 of the Planning Commission Staff Report, and to certify the amount of the cancellation fee which the landowner shall pay to the County Treasurer in accordance with Government Code Section 51283(b), as illustrated and incorporated by reference as Attachment 17 of the Planning Commission Staff Report.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Regular Meeting on the 16th day of July, 2025 by the following vote:

AYES: Camarena, Ishihara, Zaca, Ralmilay

NOES: None

ABSENT: Jackson

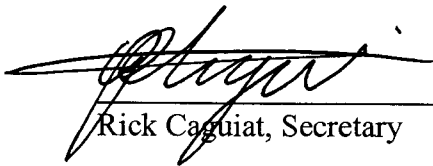
ABSTAIN: None



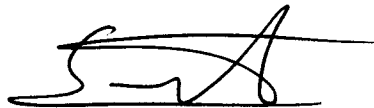
Paul Camarena, Vice Chair

ATTEST:

APPROVED AS TO FORM:



Rick Caguiat, Secretary



Salvador Navarrete, City Attorney



MANTECA UNIFIED SCHOOL DISTRICT

— MANTECA — LATHROP — FRENCH CAMP — WESTON RANCH —

ATTACHMENT " 19 "

2271 W. Louise Avenue
Manteca, CA 95337
(209) 825-3200
www.mantecausd.net

Assistant Superintendent - Business Services
Victoria Brunn | vbrunn@musd.net

Board of Education

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Denise Mathews

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Superintendent

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Deputy Superintendent

Roger Gocher

Superintendent's Cabinet

Clara Schmiedt

Assistant Superintendent

Melanie Green

Assistant Superintendent

Victoria Brunn

Assistant Superintendent

Jody Burriss, Ed.D.

Senior Director

Special Education

July 9, 2025

VIA E-MAIL (PLANNING@CI.LATHROP.CA.US) & U.S. MAIL

City of Lathrop
Planning Commission
390 Towne Centre Drive
Lathrop, CA 95330

Re: Mossdale Landing West Project

On behalf of Manteca Unified School District, I would like to provide this letter of support for the Mossdale Landing West Project. As you are aware, for the school district to maintain necessary funds for students in the classroom, a partnership with local developers is critical. The project proponent is an example of this type of partnership. Mr. Surjit Chahal understands the challenges the District faces in building adequate school facilities without additional funding beyond the statutory developer fees.

The project proponents have entered into a Letter of Intent (LOI) to execute a Mitigated Agreement and annex it into a Community Facilities District (CFD) for the benefit of providing funding for the construction of school facilities. This project involves subdividing 167.42 acres into 829 single-family residential lots, along with public-designated uses that include a linear park, neighborhood park, open space, and a levee slope easement. Without the commitment from developers, like Mr. Chahal, in the form of a CFD and/or mitigated agreements, school construction to accommodate the students generated is not feasible.

We are hopeful that the public, as well as the City Council, will continue to appreciate property owners and builders such as those involved in this project as an example of the financial commitment made by them to support schools. We are optimistic that the City Council will share the same expectations for future residential developments.

Sincerely,

Victoria Brunn
Assistant Superintendent
Manteca Unified School District

CITY MANAGER'S REPORT AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) AND CONSIDER ADOPTION OF A RESOLUTION OF NECESSITY TO ACQUIRE REAL PROPERTY LOCATED AT 134 ROTH ROAD OWNED BY INDERPAL SINGH (APN 196-020-04) BY EMINENT DOMAIN**

RECOMMENDATION: **City Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt Resolution of Necessity of the City of Lathrop to Acquire Real Property in Connection with the Harlan Road Realignment, CIP PS 14-04; Make Findings and Determinations; and Authorize Eminent Domain Proceedings (134 Roth Road owned by Inderpal Singh, APN 196-020-04)**

SUMMARY:

Capital Improvement Project (CIP) PS 14-04 for Harlan Road Realignment (Project) was created to realign Harlan Road and increase the distance between Interstate 5 (I-5) and the intersection of Harlan Road and Roth Road to accommodate future interchange improvements. Implementation of the Project will require acquisition of a portion of property located at 134 Roth Road (APN 196-020-04), owned by Inderpal Singh. Specifically, the Project necessitates the acquisition of 14,432 square feet in fee ownership, 3,296 square feet in permanent public utility easement interests, and 3,135 square feet in temporary construction easement, as detailed in Attachment B.

In conformance to Government Code Section 7267.2, the City extended a formal offer to Mr. Singh on November 5, 2024, for the acquisition in fee and a public utility easement over a portion of the property. The offer, in the amount of \$569,000, was based on an independent appraisal report. Subsequently, the City and its appointed engineering consultant, Dokken Engineering, Inc. (Dokken Engineering), received a counteroffer from Mr. Singh requesting that the City purchase the entire parcel for \$5,000,000. Since acquisition of the entire parcel is not necessary to meet the project's requirements, the City declined the counteroffer. On March 2, 2025, Mr. Singh submitted a second counteroffer, proposing a reduced amount of \$3,000,000 for the entire parcel.

Despite the City's good faith efforts to negotiate for only the property needed, each counteroffer from Mr. Singh was provided without any accompanying documentation to substantiate the claimed valuation. On July 24, 2025, an impasse letter (Attachment C) was sent to Mr. Singh via mail and email, informing Mr. Singh of the City's intent to consider a Resolution of Necessity. Pursuant to Code of Civil

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY LOCATED AT 134 ROTH ROAD OWNED BY IINDERPAL SINGH (APN 196-020-04) BY EMINENT DOMAIN**

Procedure section 1240.010 and Government Code section 25350.5, the City of Lathrop is authorized to acquire, by eminent domain, real or personal property necessary.

Staff requests that Council adopt a Resolution of Necessity authorizing the City of Lathrop to acquire real property in connection with the Harlan Road Realignment Project, CIP PS 14-04; make the required findings and determinations; and authorize the initiation of eminent domain proceedings for the property located at 134 Roth Road, owned by Inderpal Singh (APN 196-020-04).

BACKGROUND:

New development projects are projected to cause the I-5/Roth Road interchange to operate at an unacceptable level of service. Acquisition of property rights pursuant to the Harlan Road Realignment Project, CIP PS 14-04 is a prerequisite to the construction of any future interchange improvements. The Project will realign Harlan Road by shifting its alignment and signalizing its intersection with Roth Road. Dokken Engineering completed the Project environmental phase and was contracted to continue with project design and right-of-way acquisitions. In August 2024, City Council authorized staff and Dokken Engineering to initiate negotiations for the necessary right-of-way acquisitions.

The acquisition of a portion of the property located at 134 Roth Road (APN 196-020-04) is necessary to construct the Harlan Road realignment, including associated utilities and proposed project improvements. On November 5, 2024, Dokken Engineering, on behalf of the City, presented a fair market value offer of just compensation to the property owner, Mr. Singh, in the amount of \$569,000. This offer was based on a certified appraisal report for the acquisition of 14,432 square feet in fee, permanent public utility easement totaling 3,296 square feet, and 3,135 square feet in temporary construction easement. In response, Mr. Singh submitted a counteroffer requesting full acquisition of the entire property for \$5,000,000. Since the entire parcel is not required for the project, the City rejected the proposal. On March 2, 2025, Mr. Singh submitted a second counteroffer seeking \$3,000,000 for the entire property. Dokken Engineering repeated their description of the scope of the project, the specific land requirements, and the valuation methodology used in the appraisal; however, negotiations remain unsuccessful.

On July 24, 2025, Dokken Engineering notified the property owner that a public hearing was scheduled for August 11, 2025, during which the City Council would consider the adoption of a Resolution of Necessity.

The following issues are presented for consideration at this hearing:

- a) Whether the public interest and necessity require the Project; and

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY LOCATED AT 134 ROTH ROAD OWNED BY Inderpal Singh (APN 196-020-04) BY EMINENT DOMAIN**

- b) Whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
- c) Whether the property sought to be acquired is necessary for the Project.

The eminent domain process for acquiring the required property includes the following steps: (1) issuance of a Notice of Hearing to adopt a Resolution of Necessity, this notice was provided by the City and Dokken Engineering on July 24, 2025; (2) adoption of the Resolution of Necessity by the City Council; (3) filing an eminent domain action with the court; and (4) obtaining possession of the property through a court-issued Order of Possession. It is recommended that negotiations with the property owner continue throughout the process, including after possession has been secured. If a settlement cannot be reached, both parties retain the right to have just compensation determined by a jury.

Staff recommends that City Council initiate eminent proceedings at this time to acquire the specified portion of the property located at 134 Roth Road, owned by Inderpal Singh, as shown and described in Attachment B.

REASON FOR RECOMMENDATION:

The Project is consistent with the Harlan Road Precise Plan and is required prior to improvements to the Roth Rd and I-5 interchange. To effectively construct the Project and adequately accommodate existing and future development, timely acquisition of the necessary right-of-way is essential. The proposed realignment has been planned to minimize impacts on private property and to utilize existing public right-of-way to the greatest extent possible.

FISCAL IMPACT:

Sufficient funds have been allocated within the Harlan Road Realignment, CIP PS 14-04 for the proposed property acquisition cost of \$569,000 that includes 14,432 square feet of property in fee, 3,296 square feet of permanent public utility easement interests, and 3,135 square feet in temporary construction easement located at 134 Roth Road.

ATTACHMENTS:

- A. Resolution of Necessity of the City of Lathrop to Acquire Real Property in Connection with the Harlan Road Realignment, CIP PS 14-04; Make Findings and Determinations; and Authorize Eminent Proceedings (134 Roth Road owned by Inderpal Singh, APN 196-020-04)
- B. Right-of-Way Acquisitions Exhibit for 134 Roth Road (APN 196-020-04)
- C. Final Notice to Property Owner of 134 Roth Road (APN 196-020-04)

CITY MANAGER'S REPORT

PAGE 4

AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING

RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY LOCATED AT 134 ROTH ROAD OWNED BY INDERPAL SINGH (APN 196-020-04) BY EMINENT DOMAIN

APPROVALS:



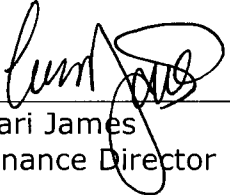
Angel Abarca
Assistant Engineer

7 / 25 / 2025
Date



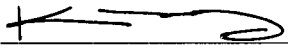
Brad Taylor
City Engineer

8/4/2025
Date



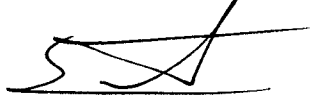
Cari James
Finance Director

7/31/2025
Date



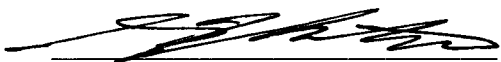
Michael King
Assistant City Manager

7.25.2025
Date



Salvador Navarrete
City Attorney

7.29.2025
Date



Stephen J. Salvatore
City Manager

8.5.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP FINDING AND DETERMINING THAT PUBLIC NECESSITY REQUIRES THE ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS FOR A PUBLIC PROJECT AND DIRECTING THE ACQUISITION OF SAID REAL PROPERTY INTERESTS BY EMINENT DOMAIN PROCEEDINGS FOR THE HARLAN ROAD REALIGNMENT PROJECT (CIP PS 14-04)

WHEREAS, Capital Improvement Project (CIP) PS 14-04 for Harlan Road Realignment (Project) was created to realign Harlan Road and increase the distance between Interstate 5 (I-5) and the intersection of Harlan Road and Roth Road to accommodate future interchange improvements; and

WHEREAS, implementation of the Project will require acquisition of a portion of property located at 134 Roth Road (APN 196-020-04), owned by Inderpal Singh. Specifically, the Project necessitates the acquisition of 14,432 square feet in fee ownership, 3,296 square feet in permanent public utility easement interests, and 3,135 square feet in temporary construction easement; and

WHEREAS, in conformance to Government Code Section 7267.2, the City extended a formal offer to Mr. Singh on November 5, 2024, for the acquisition in fee, public utility easement, and temporary construction easement over a portion of the property; and

WHEREAS, the offer, in the amount of \$569,000, was based on an independent appraisal report. Subsequently, the City and its appointed engineering consultant, Dokken Engineering, Inc. (Dokken Engineering), received a counteroffer from Mr. Singh requesting the City purchase the entire parcel for \$5,000,000; and

WHEREAS, acquisition of the entire parcel is not necessary to meet the project's requirements; therefore, the City declined the counteroffer; and

WHEREAS, on March 2, 2025, Mr. Singh submitted a second counteroffer, proposing a reduced amount of \$3,000,000 for the acquisition of the entire parcel; and

WHEREAS, despite the City's good faith efforts to negotiate for only the property needed, each counteroffer from Mr. Singh was provided without any accompanying documentation to substantiate the claimed valuation; and

WHEREAS, on July 24, 2025, an impasse letter was sent to Mr. Singh via mail and email, informing Mr. Singh of the City's intent to consider adoption of a Resolution of Necessity; and

WHEREAS, pursuant to Code of Civil Procedure section 1240.010 and Government Code section 25350.5, the City of Lathrop is authorized to acquire, by eminent domain, real or personal property necessary as an exercise of its powers; and

WHEREAS, notice has been properly given to all whose name and address appear on the last equalized County Assessment Roll as required by and according to the provisions of Section 1245.235 of the *California Code of Civil Procedure*, and a public hearing has been held at which all persons whose property may be acquired by eminent domain have been given a reasonable opportunity to appear and be heard by the City Council on the matters set forth in *Code of Civil Procedure* sections 1240.030 and 1240.510, and the City Council did hear and consider all the evidence presented; and

WHEREAS, staff requests that Council adopt a Resolution of Necessity authorizing the City of Lathrop to acquire real property in connection with the Harlan Road Realignment Project, CIP PS 14-04; make the required findings and determinations; and authorize the initiation of eminent domain proceedings for the property located at 134 Roth Road, owned by Inderpal Singh (APN 196-020-04); and

WHEREAS, due consideration of all oral and documentary evidence introduced has been given.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lathrop that the following finding determinations are made:

1. That the public interest and necessity require the acquisition of the real property interests described in attachment B of the City Manager's Report, for the purpose of constructing the Harlan Road Realignment Project, CIP PS 14-04; and
2. That the property to be acquired and the project to be developed are planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. That the property sought to be acquired is necessary for the proposed project; and
4. That the offer required by section 7267.2 of the *Government Code* has been made to the property owner of record.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby authorize the initiation of eminent domain proceedings for the property located at 134 Roth Road, owned by Inderpal Singh (APN 196-020-04).

The foregoing resolution was passed and adopted this 11th day of August 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

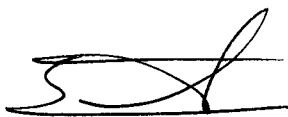
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

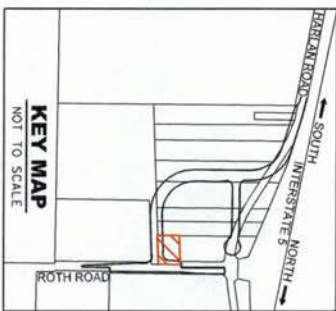


Salvador Navarrete, City Attorney

LEGEND:

- EXISTING RIGHT OF WAY/PROPERTY LINE
- EXISTING EASEMENT
- EXISTING CONDITIONS
- PROPOSED IMPROVEMENTS
- PROPOSED RIGHT OF WAY EASEMENT
- PROPOSED PUBLIC UTILITY EASEMENT AND SLOPE EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- TREE TO BE REMOVED
- UTILITY POLE TO BE RELOCATED INTO PUE
- PUBLIC UTILITY EASEMENT AND SLOPE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

APN	PROPERTY OWNER	SQFT	REMARKS
196-020-04	PAL INDERPAL	43,550	GROSS PARCEL SIZE
		14,432	GRANT OF PUBLIC RIGHT OF WAY EASEMENT
		3,296	PUBLIC UTILITY EASEMENT AND SLOPE EASEMENT
		3,135	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
		29,196	REMNANT AREA



APN: 196-020-04
ADDRESS: 134 ROTH RD
OWNER: PAL INDERPAL

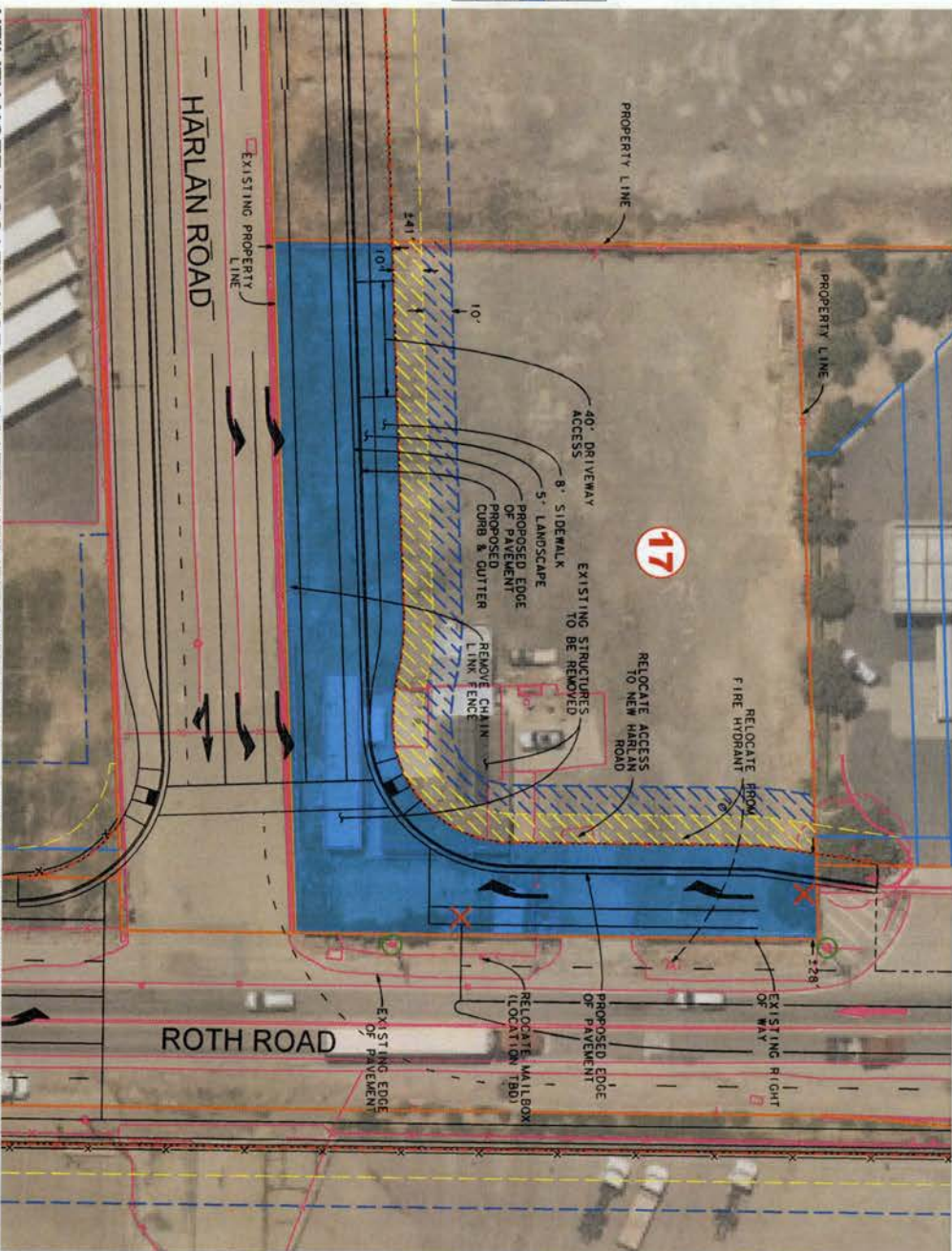
PRELIMINARY

THIS 'PROPERTY OWNER EXHIBIT' IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.

UTILITY NOTE: LOCATION OF RELOCATED UTILITIES WITHIN THE PUE TO BE DETERMINED DURING COORDINATION WITH THE UTILITY COMPANIES.

SCALE: 1"=40'

3/11/2024



DE DOKKEN
 ENGINEERING

HARLAN ROAD REALIGNMENT AT ROTH ROAD

1110 BLUE RAVINE ROAD SUITE 200, FOLSOM CA. 916-858-0642

APN 196-020-04

17



July 24, 2025

Inderpal Singh
134 Roth Road
Lathrop, CA 95330

RE: Harlan Road Realignment at Roth Road – CIP PS 14-04 Project
Property Address: 134 Roth Rd, Lathrop, CA 95330
APN: 196-020-04

FINAL NOTICE

Dear Property Owners:

Subject: Harlan Road Realignment at Roth Road – CIP PS 14-04 Project

We appreciate your time and engagement during the right of way acquisition process for the Harlan Road Realignment at Roth Road – CIP PS 14-04 Project. As you are aware, the proposed project is a public infrastructure improvement effort intended to reduce congestion and support future traffic operations at the I-5/Roth Road interchange. The project will shift the intersection and realign Harlan Road to create space for future improvements while maintaining access to nearby properties. The project requires a permanent right of way easement, a permanent public utility and slope easement, and a temporary construction easement and your property is one of those affected.

Over the past 8 months, our team has made several good faith attempts to reach a voluntary agreement for the acquisition of the necessary property rights. These efforts have included:

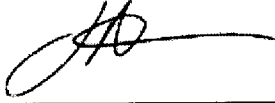
- Providing you with an appraisal-based offer package dated 11/5/2024;
- Responding to your questions and concerns regarding the offer; and
- Making ourselves available for meetings, discussions, and negotiations.

Despite these efforts, we have not been able to secure an agreement for the acquisition of the required property rights and have unfortunately reached an impasse in our negotiations. As the project has established that the property is essential, our firm will recommend that the City initiate the Resolution of Necessity (RON) process to facilitate the progression of the project. Enclosed, you will find the "Your Property/Your Transportation Project Informational Brochure," which was included in your initial offer package. This document contains important information regarding the condemnation process and related legal proceedings. If our firm receives no further communication by August 08, 2025, the City will proceed to issue the RON hearing letter, which will outline your rights to attend and respond.

I am genuinely committed to collaborating with you to achieve a fair and satisfactory settlement that is beneficial for both parties involved.

Should you wish to discuss this matter further or have any questions, please do not hesitate to reach out to me at (916) 542-8624.

Sincerely,



Jason Andrews, SR/WA
Senior Right of Way Agent
DRE# 1722818
Dokken Engineering

Cc: City of Lathrop

Attached: Exhibit 8-EX-16

Your Property/Your Transportation Project Informational Brochure

ITEM 5.3

CITY MANAGER'S REPORT AUGUST 11, 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:

During the July 14, 2025 City Council meeting, Council requested that staff evaluate the signage of street segments adjacent to parks with the intent of increasing pedestrian safety. The proposed amended Ordinance (Attachment A) sets a conditional speed limit for when children are present on streets adjacent to public parks with playgrounds.

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:

On July 14, 2025, during the City Council Regular Meeting, City Council requested staff conduct additional research related to speed reduction of street segments adjacent to parks. Pursuant to California Vehicle Code (CVC) Section 22357.1, law enforcement can enforce a prima facie speed limit of 25 mph adjacent to any children's playground in a public park but only when children are expected to use the facilities and when signs giving notice of the speed limit are posted on regulatory signs.

The proposed Ordinance will allow for the placement and enforcement of 25 mph speed limit signs that are effective when children are present on any street segment that is adjacent to a public park with a children's playground.

AUGUST 11, 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

REASON FOR RECOMMENDATION:

The proposed Ordinance amendment to Section 10.08.030 of the LMC will allow reduced speed limits on street segments that are adjacent to a public park with a children's playground.

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

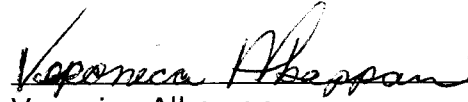
CITY MANAGER'S REPORT

PAGE 3

AUGUST 11, 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:



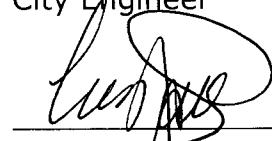
Veronica Albarran
Junior Engineer

07/31/2025
Date



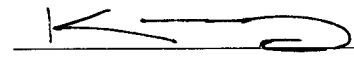
Brad Taylor
City Engineer

8/4/2025
Date



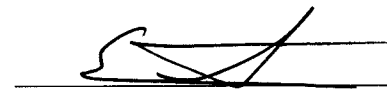
Cari James
Finance Director

1/31/2025
Date



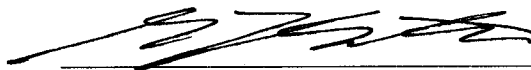
Michael King
Assistant City Manager

7.25.2025
Date



Salvador Navarrete
City Attorney

7.21.2025
Date



Stephen J. Salvatore
City Manager

8.5.25
Date

ORDINANCE NO. 25-**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**

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22357.1, law enforcement can enforce a prima facie speed limit of 25 mph adjacent to any children's playground in a public park but only when children are expected to use the facilities and when signs giving notice of the speed limit are posted on regulatory signs; and

WHEREAS, staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.08.030 titled "Speed Limits" to allow for the placement and enforcement of 25 mph speed limit signs that are effective when children are present on any street segment that is adjacent to a public park with a children's playground; and

WHEREAS, staff request that the City Council consider amending LMC Section 10.08.030, 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 10.08.030 entitled "Speed Limits" 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 introduced at a regular meeting of the City Council of the City of Lathrop on the 11th day of August 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:

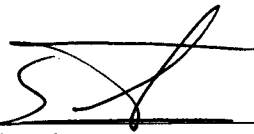
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

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 10.08 SPEED LIMITS

[...]

10.08.030 Speed Limits

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	Limits
Golden Valley Parkway	Spartan Way to Stanford Crossing
Golden Valley Parkway	Stanford Crossing to River Islands Parkway
Lathrop Road	Fifth Street to East City Limits
McKinley Avenue	Louise Avenue to Yosemite Avenue

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

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

Speed Limits – Chapter 10.08.030 Mark-Up

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

Street	Limits
Barbara Terry Boulevard	Stanford Crossing to Adobe Way
D'Arcy Parkway	Yosemite Avenue to Christopher Way
D'Arcy Parkway	Christopher Way to Harlan Road
Dos Reis Road	Manthey Road to East School Zone
Harlan Road	Lathrop Road to Louise Avenue
Louise Avenue	Interstate 5 to Harlan Road
Manthey Road	Lathrop Road to Dos Reis Road
Manthey Road	Mossdale County Park to Stewart Road
River Islands Parkway EB	Golden Valley Parkway to Interstate 5
Roth Road	Interstate 5 to East City Limits
Yosemite Court	Yosemite Avenue to End

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

Street	Limits
Barbara Terry Boulevard	Spartan Way to McKee Boulevard
Barbara Terry Boulevard	McKee Boulevard to Adobe Way
Business Park Court	Yosemite Avenue to End
Brookhurst Boulevard	Manthey Road to Golden Valley Parkway
Brookhurst Boulevard	Golden Valley Parkway to McKee Boulevard
Brookhurst Boulevard	McKee Boulevard to Golden Spike Trail
Dell'Osso Drive	Mulholland Drive to River Islands Parkway
Christopher Way	D'Arcy Parkway to End of Road
Dos Reis Road	East School Zone to West School Zone
Dos Reis Road	West School Zone to Dos Reis Park
Golden Spike Trail	Towne Centre Drive to Brookhurst Boulevard
Lakeside Drive	Stewart Road to Vega Park Roundabout
Lakeside Drive	Vega Park Roundabout to Somerston Parkway
Lakeside Drive	Somerston Parkway to Dell'Osso Drive
Lathrop Road	Interstate 5 to Rev Maurice Cotton Drive
Lathrop Road	Rev Maurice Cotton Drive to Fifth Street
McKee Boulevard	Brookhurst Boulevard to Towne Centre Drive
McKee Boulevard	Towne Centre Drive to Johnson Ferry
McKee Boulevard	Johnson Ferry to River Islands Parkway
McKee Boulevard	River Islands Parkway to Barbara Terry Boulevard
Murphy Parkway	Tesla Drive to D'Arcy Parkway
Murphy Parkway	D'Arcy Parkway to End of Road
Riverfront Drive	Somerston Parkway to Bosch Avenue
Seventh Street	J Street to Thomsen Road
Somerston Parkway	Riverfront Drive to River Islands Parkway
Stanford Crossing	Barbara Terry Boulevard to Golden Valley Parkway
Stanford Crossing	Spartan Way to Barbara Terry Boulevard

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

Street	Limits
Academy Drive	Somerston Parkway to Broadmoor Way
Barbara Terry Boulevard	Stanford Crossing to Central Pacific Street
Commercial Street	Marina Drive to Academy Drive
Inland Passage Way	Sadler Oak Drive to Open Range Avenue
Opal Street	Stonebridge Lane to Deerwood Way
Opal Street	Deerwood Way to Slate Street

Speed Limits – Chapter 10.08.030 Mark-Up

Sadler Oak Drive
Slate Street
Slate Street
Wylin Boulevard

Manthey Road to Inland Passage Way
Harlan Road to Deerwood Way
Deerwood Way to Stonebridge Lane
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	Limits
Academy Drive	River Bend Drive to Somerson Parkway
Cambridge Drive	Lathrop Road to Louise Avenue
Fifth Street	K Street to O Street
J Street	Harlan Road to Cambridge Drive
J Street	Cambridge Drive to Fifth Street
Johnson Ferry Road	Colonial Trail to McKee Boulevard
Johnson Ferry Road	McKee Boulevard to Golden Spike Trail
Karsen Lane	Mulholland Drive to Riverfront Drive
Lathrop Road	Interstate 5 to Golden Valley Parkway
Marina Drive	River Bend Drive to Somerston Parkway
Marina Drive	Somerston Parkway to Taft Drive
O Street	Harlan Road to Seventh Street
Spartan Way	Golden Valley Parkway to Generations Center
Spartan Way	Generations Center to Lathrop High School
Spartan Way	Lathrop High School to Stanford Crossing
Spartan Way	Stanford Crossing to Barbara Terry Boulevard
Stewart Road	Manthey Road to South River Bend
Stonebridge Lane	Harlan Road to Opal Street
Stonebridge Lane	Opal Street to Slate Street
Thomsen Road	Harlan Road to Grayson Road
Thomsen Road	Grayson Road to Halmar Lane
Thomsen Road	Halmar Lane to Seventh Street
Towne Centre Drive	Golden Valley Parkway to McKee Boulevard
Towne Centre Drive	McKee Boulevard to Village Avenue

- G. 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. Any roadway segment adjacent to a children's playground that meets the requirements defined in CVC Section 22357.1 shall have a prima facie speed limit of 25 mph when children are present.

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPOINTMENT OF VOTING DELEGATE/ALTERNATE
FOR THE 2025 LEAGUE OF CALIFORNIA CITIES
ANNUAL CONFERENCE**

RECOMMENDATION: **Approve Appointment of the City's Voting Delegate
and Alternate for the 2025 League of California
Cities Annual Conference, October 8-10, 2025, at
the Long Beach Convention Center**

BACKGROUND:

Each year, the League of California Cities (League) holds an Annual Conference and business meeting to decide League policy for the upcoming year. This year, the Conference will be held at the Long Beach Convention Center in Long Beach, California, October 8-10, 2025.

League membership considers and takes action on Resolutions that establish League policy. In order for cities to vote at the Annual Business Meeting, the City Council of each corresponding member jurisdiction must designate a voting delegate. Each city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official. Additionally, all delegates must be registered to attend the Annual Conference.

Mayor Akinjo, Vice Mayor Torres-O'Callaghan, and Councilmember Diallo have registered for this year's Annual Conference. The League requires Cities to assign a voting delegate and up to two (2) alternate(s). Therefore, staff is requesting that the City Council discuss and formally approve a voting delegate and up to two (2) alternate(s) to participate in the General Assembly at the 2025 League Annual Conference representing the City of Lathrop.

The deadline to submit Resolutions to the League is 60 days prior to the opening of the Annual Conference which is August 9, 2025. The general Resolutions to be voted on during the Conference are expected to be distributed to city officials and posted on the League website site. However, if none are submitted, a petitioned Resolution can still be submitted during the Annual Conference and would need to be considered and voted on during the business meeting.

Information regarding the 2025 Annual Conference schedule can be found on the League website at:

<https://www.calcities.org/detail-pages/event/2025/10/08/default-calendar/annual-conference-and-expo>.

Information regarding the Resolutions and the General Assembly can be found on the League website at:

<https://www.calcities.org/advocacy/resolutions-and-the-general-assembly>.

**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2025 LEAGUE ANNUAL CONFERENCE**

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REASON FOR RECOMMENDATION:

The Resolutions process and the approval by the General Assembly during the Annual Conference become the official League of California Cities policy. Therefore, by participating the City remains informed and participates in the policy decision-making process for the League of California Cities.

FISCAL IMPACT:

Sufficient funds are available in the City Council Training & Travel expense account for Fiscal Year 2025-26. Typically, funds are set aside for Councilmembers to attend this event in person at an estimate cost of \$3,600, per person, which may include:

- Conference Registration Fee \$675
- Hotel – approximately \$485 per night (x4 nights)
- Meals – approximate \$100 per day
- Airfare - \$500
- Transportation - \$100

This trip is subject to reimbursements and allowance set in the new Travel Policy adopted by Resolution No. 22-5112, unless amended by Council action.

ATTACHMENTS:

A. 2025 Voting Delegate Packet

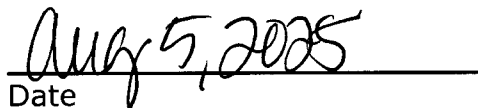
**CITY MANAGER'S REPORT
AUGUST 11, 2025 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2025 LEAGUE ANNUAL CONFERENCE**

PAGE 3

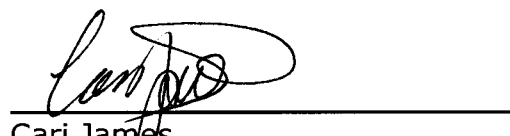
APPROVALS:



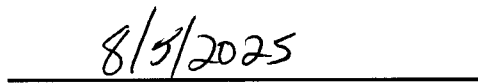
Teresa Vargas
Government Services Director/
City Clerk



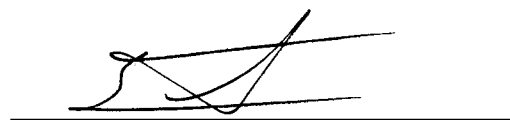
Date



Cari James
Finance Director



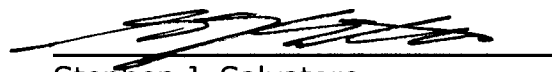
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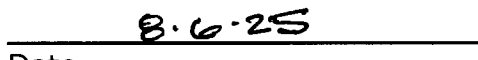
Salvador Navarrete
City Attorney



Date



Stephen J. Salvatore
City Manager



Date



Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: **DESIGNATION OF VOTING DELEGATES AND ALTERNATES**
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.



LEAGUE OF
**CALIFORNIA
CITIES**

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).

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