

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

City Council

Sonny Dhaliwal, Mayor

Paul Akinjo

Minnie Diallo

Diane Lazard

Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager

Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

Glenn Gebhardt, City Engineer

Michael King, Public Works Director

Cari James, Finance and Administrative Services Director

Mark Meissner, Community Development Director

Zachary Jones, Parks and Recreation Director

Ryan Biedermann, Chief of Police

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.



DECEMBER 14, 2020 – Regular Meeting Agenda – 7:00 p.m.

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may view the meeting on television and/or online. Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <u>https://www.ci.lathrop.ca.us/citycouncil/page/live-stream</u>

This meeting will be available for public participation by video/teleconference via Cisco Webex at the following link:

4 Event address for attendees (<u>copy and paste link on browser</u>):

https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=e ad83f6f9d19ca81460da3a1f59c13538

- Please register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.
- For audio only: +1-408-418-9388 Access code: 146 416 0028 / No need to callin if using webex audio.

In accordance with Executive Orders listed above, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation is allowed in the following ways:

- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at <u>Tvargas@ci.lathrop.ca.us</u> or by calling (209) 941-7230
- Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- During the meeting, those joining by teleconference (Cisco Webex link listed above), will be allowed to speak prior to the close of public comment on an item, and read into the record during public comment. If you are using this method, send a "chat" message to the City Clerk (meeting host) indicating the item number you wish to speak on.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: <u>citycouncil@ci.lathrop.ca.us</u>

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <u>https://www.ci.lathrop.ca.us/meetings</u>

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, City Clerk City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330 Telephone: (209) 941-7230

CITY OF LATHROP CITY COUNCIL REGULAR MEETING MONDAY, DECEMBER 14, 2020 7:00 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive Lathrop, CA 95330

AGENDA

PLEASE NOTE: There will be no Closed Session. The Regular Meeting will commence at 7:00 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER
- 1.2 ROLL CALL
- 1.3 INVOCATION
- 1.4 PLEDGE OF ALLEGIANCE
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.6 INFORMATIONAL ITEM(S) None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST

2. **PRESENTATIONS - NONE**

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES Approve Minutes for the Regular Council Meeting of November 9, 2020
- 4.3 COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2019/20 Receive Report for Bonded and Non Bonded Community Facilities Districts
- 4.4 APPROVE PROPOSED FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 BIENNIAL BUDGET CALENDAR City Council to Consider and Approve the Proposed Fiscal Year 2021/22 and Fiscal Year 2022/23 Biennial Budget Calendar
- 4.5 DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL Adopt a Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal
- 4.6 RECLASSIFY, ADD AND AMEND JOB CLASSIFICATIONS AND UPDATE GRADE STEP TABLE Adopt a Resolution to Add a Construction Superintendent Job Classification, Update the Maintenance Worker Series and Construction Inspector Job Classifications, Reclassify Staff Positions, and Update the Grade Step Table as of January 1, 2021, in accordance with California Code of Regulations, Title 2, Section 570.5
- 4.7 CREATE CIP PS 21-06 LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT Adopt Resolution Approving the Creation of CIP PS 21-06 Lathrop Road and Harlan Road Intersection Improvements and Approve Related Budget Amendment

- 4.8 AUTHORIZE TEMPORARY ROAD CLOSURE ON LOUISE AVENUE AT HARLAN ROAD Adopt Resolution Authorizing Temporary Road Closure for the Louise Avenue and Harlan Road Intersection for Construction Work Associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01
- 4.9 ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE BUZZ OATES DEVELOPMENT LOCATED AT 17100 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2018-10 Adopt Resolution Accepting Public Improvements for the Buzz Oates Development located at 17100 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2018-10
- 4.10 APPROVE TASK ORDER NO. 19 WITH 4LEAF, INC., FOR PROFESSIONAL CONSULTING SERVICES IN THE BUILDING DIVISION Adopt Resolution Approving Task Order No. 19 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Professional Consulting Services in the Building Division
- 4.11 APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT Adopt Resolution Approving Professional Services Agreements with Robertson-Bryan Inc., KPFF Consulting Engineers, and PACE for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment
- 4.12 APPROVE A SERVICE CONTRACT FOR INTERIOR FURNISHINGS AND DESIGN FOR CIP GG 19-08 POLICE BUILDING Adopt Resolution Approving a Service Contract with DLD Design & Consulting for Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters – CIP GG 19-08 Police Building
- 4.13 APPROVE AXON ENTERPRISE, INC., PURCHASE FOR EQUIPMENT AND SOFTWARE IN THE NEW CITY OF LATHROP POLICE SERVICES BUILDING, CIP GG 19-08 Adopt Resolution Approving a Right of Entry Agreement and Purchase Agreement with Axon Enterprises, Inc., for Temporary Access to the Lathrop Police Stations and the Purchase of Equipment, Software Installation and Maintenance Services in the New City of Lathrop Police Services Building, CIP GG 19-08
- 4.14 INFORMATION TECHNOLOGY PROFESSIONAL OFFSITE DATA BACKUP AND DISASTER RECOVERY SERVICES Adopt Resolution Approving Lease Agreement with HP Integrated Financial Services for Professional Offsite Data Backup and Disaster Recovery Services Provided by Solid Networks

4.15 APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4055 VILLAGE "DD" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS Adopt Resolution Approving Final Map for Tract 4055 Village "DD" within the Lakeside West District, Totaling 42 Single Family Lots, CFD Annexation No. 15, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR QUALIFIED LATHROP RESIDENTS

Council to Consider the Following:

- Hold a Public Hearing; and
- Adopt a Resolution to Accept the CDBG-CV3 Funding and Allocate a Third Round of Emergency General Assistance Grants, Multi-County Agency Funding Requests, City Reimbursement for Program Administration, and Authorize Budget Amendment
- 5.2 REVIEW AND PROVIDE DIRECTION ON PROPOSED ITEMS FOR INCLUSION AS PART OF CIP PK 20-18 SANGALANG PARK IMPROVEMENTS Council to Review and Provide Direction on Proposed Items to be Included as part of CIP PK 20-18 Sangalang Park Improvements
- 5.3 RECEIVE AND OPEN PUBLIC REVIEW PERIOD OF THE LATHROP PARKS AND RECREATION MASTER PLAN Council to Receive the Final Draft of the City of Lathrop Parks and Recreation Master Plan and Open 30-day Period of Public Review and Comment

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALIWAL REFERRAL Appointment of Vice Mayor for 2021
- 6.2 MAYOR DHALIWAL REFERRAL Set Application Deadline for Appointment of One (1) Member to the Parks & Recreation Commission with Term Ending June 30, 2021

6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- Central Valley Executive Committee/LOCC (Akinjo/Vacant)
- Council of Governments (Dhaliwal/Lazard)
- Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)
- Reclamation District 17 Joint Powers Authority (Salvatore)
- San Joaquin Partnership Board of Directors (Salvatore)
- San Joaquin County Commission on Aging (Zavala)
- San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)
- Water Advisory Board (Torres-O'Callaghan/Lazard)
- Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)
- San Joaquin Area Flood Control Agency (Akinjo & Lazard)

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

6. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC, City Clerk

CITY OF LATHROP CITY COUNCIL REGULAR MEETING MONDAY, NOVEMBER 9, 2020 7:00 P.M. COUNCIL CHAMBER, CITY HALL 390 Towne Centre Drive Lathrop, CA 95330

MINUTES

Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed the option to attend public meetings telephonically/teleconference during the COVID-19 pandemic. In accordance with the Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation was allowed, but not mandatory. The meeting was available by Cisco Webex teleconference to the public, as well as reduced capacity in-person participation in accordance with social distancing guidelines.

PLEASE NOTE: There was a Closed Session, which commenced 6:30 p.m. The Regular Meeting reconvened at 7:04 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER Mayor Dhaliwal called the meeting to order at 6:30 p.m.
- 1.2 CLOSED SESSION
 - 1.2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8 Property: 952 River Islands Parkway Agency Negotiator: Stephen J. Salvatore, City Manager Negotiating Parties: County of San Joaquin Under Negotiation: Lease / Use Agreement

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:04 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2; no other reportable action was taken.

1.3	ROLL CALL	Present:	Mayor Dhaliwal; Vice Mayor Salcedo;
			Councilmembers: Akinjo, Lazard and Torres-
			O'Callaghan

Absent: None.

- 1.4 INVOCATION Mayor Dhaliwal led a moment of silence.
- 1.5 PLEDGE OF ALLEGIANCE Vice Mayor Salcedo led the pledge of allegiance.
- 1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

At the request of Mayor Dhaliwal, Parks and Recreation Director Zach Jones announced the Veterans Day Memorial drive-in event at Valverde Park, on November 11, 2020 at 11 a.m. The event will broadcast on 89.1 FM radio station.

- 1.7 INFORMATIONAL ITEM(S) None
- 1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared conflict of interest with Items 4.22 through 4.26, due to her employment with Dell'Osso Farms.

2. **PRESENTATIONS**

2.1 PROCLAMATION – DECLARING NOVEMBER AS SIKH AWARENESS MONTH

Vice Mayor Salcedo, on behalf of the City Council, presented the Proclamation to members of the Sikh community declaring November 2020 as Sikh Awareness Month. Planning Commissioner Ash Ramilay commented on the matter.

2.2 MAYOR'S COMMITTEE REPORT(S) Parks & Recreation Update on Committee Events and Programs

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

• Recreation Classes – In-Person Leisure Classes

Announced in-person leisure classes offered to the public, such as: dance, karate, Zumba and dog obedience. Limited capacity in order to meet CDC guidelines.

• Recreation Classes – Virtual Leisure Classes

Announced virtual leisure classes offered to the public, such as: adult & family paint nights, Kidz Love soccer and Code Ninjas.

• Youth Development Programs

Announced various on-site kid's club programs at Joseph Widmer Elementary and Mossdale Elementary Schools, and the GRIND @LGC Teen Center. • Senior Programs

Provided information on the Brown Bag & Commodities Program, virtual classes and activities for senior citizens.

• November Family Fun

Announced virtual the "Gobble Wobble" Fun Run, scheduled for November 25th – 27th. Announced virtual family game nights, scheduled for Friday nights in November, free online registration.

• Other Upcoming Special Events

Announced upcoming events: Veterans Day Drive-In Event, scheduled for November 11th, 11 a.m. at Valverde Park; Virtual Tree Lighting Event, scheduled for December 1st on City of Lathrop's Facebook Page; Drive Thru Donuts with Santa Event, scheduled for December 5th, registration required; and Christmas Shoebox Parade, registration deadline November 20th.

Parks and Recreation Director Zach Jones also provided an overview of the 2020 Coronavirus Aid Relief and Economic (CARES) Act Grant for the creation of preparedness bundles for Lathrop senior citizens (related to Item 4.12).

Mayor Dhaliwal announced a donation to the City of Lathrop for \$3,000, received from the Church of Christ. Council consensus directed staff to coordinate with the Lathrop Rotary and Lions Club to use the funds for thanksgiving dinners for families in need.

3. CITIZEN'S FORUM

There were no speakers.

4. CONSENT CALENDAR

On a motion by Vice Mayor Salcedo, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, except Items 4.22 through 4.26, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of August 10, 2020.

4.3 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of September 14, 2020.

4.4 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of October 12, 2020.

4.5 SECOND READING AND ADOPTION OF ORDINANCE 20-416 BY TITLE ONLY AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

Waived full reading and adopted **Ordinance 20-416** by title only amending Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code, related to Accessory Dwelling Units and Junior Accessory Dwelling Units. The amendments to the Municipal Code included the following:

- Chapter 17.04 (General Provisions): amended Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure; and
- Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.
- 4.6 SECOND READING AND ADOPTION OF ORDINANCE 20-417 BY TITLE ONLY AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

Waived full reading and adopted **Ordinance 20-417** by title only amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code.

4.7 TREASURER'S REPORT FOR SEPTEMBER 2020

Approved Quarterly Treasurer's Report for September 2020.

4.8 ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

Pulled by Councilmember Akinjo. A question and answer period ensued. Deputy Finance Director Thomas Hedegard provided additional information.

Adopted **Resolution 20-4794** approving the Annual Investment Policy for Fiscal Year 2020/21.

4.9 APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LATHROP AND THE COUNTY OF SAN JOAQUIN REGARDING PARTICIPATION IN THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

Adopted **Resolution 20-4795** approving a Memorandum of Agreement between the City of Lathrop and the County of San Joaquin regarding participation in the countywide unified mass notification system.

4.10 CREATE CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION AND APPROVE APPLICATION FOR STATEWIDE PARK DEVELOPMENT PER CAPITA GRANT PROGRAM

Adopted **Resolution 20-4796** approving the creation of CIP PK 20-02 Milestone Manor Park revitalization, authorized the submission of an application to the Statewide Park Development Per Capita Grant Program and approved related budget amendment.

4.11 APPROVE ADDITIONAL OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK, CIP PK 21-05

Adopted **Resolution 20-4797** approving the placement of two additional pieces of outdoor fitness equipment at Crescent Park and authorized related budget amendments.

4.12 APPROVE A BUDGET AMENDMENT FOR THE CREATION OF 250 EVERY DAY ESSENTIALS AND COVID-19 PREPAREDNESS BUNDLES FOR LATHROP SENIORS

Adopted **Resolution 20-4798** approving a budget amendment for the creation of 250 every day essentials and COVID-19 preparedness bundles for Lathrop Seniors, reimbursed through funding from the 2020 Coronavirus Aid Relief, and Economic Securities (CARES) Act Grant.

4.13 APPROVE AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT

Adopted **Resolution 20-4799** approving Amendment No. 1 with Condor Earth Technologies LLC., to provide additional engineering and administrative support.

4.14 APPROVE TASK ORDER NO. 18 WITH 4LEAF, INC., FOR BUILDING INSPECTION SERVICES

Adopted **Resolution 20-4800** approving Task Order No. 18 pursuant to the Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide professional building inspection services.

4.15 APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT

Adopted **Resolution 20-4801** approving Cooperative Agreement with Caltrans, Amendment No. 1 to the Professional Services Agreement with Mark Thomas, and approved related budget amendment for the CIP PS 06-06 Louise Avenue / Interstate 5 Interchange Project.

4.16 APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

Adopted **Resolution 20-4802** approving budget amendment for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 and approved related budget amendment.

4.17 AWARD A CONTRACT FOR CITY-WIDE TREE MAINTENANCE SERVICES TO WEST COAST ARBORISTS

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided additional information.

Adopted **Resolution 20-4803** awarding a Contract to West Coast Arborists for tree maintenance services for city streets and parks.

4.18 AUTHORIZE CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT

City Clerk Teresa Vargas announced public comment letter dated November 7, 2020, provided by John Harris, representing Tuff Boy Sales, Inc., regarding concerns related to potential traffic impacts to his business.

Adopted **Resolution 20-4804** authorizing the City Manager to sign a Cooperative Agreement with Caltrans and approved a Professional Services Agreement with Mark Thomas for the preparation of the Project Approval & Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project.

4.19 ACCEPT IMPROVEMENTS FOR CIP GG 10-17 RETAINING WALL AND LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE FROM ODYSSEY ENVIRONMENTAL SERVICES, INC.

Adopted **Resolution 20-4805** accepting improvements from Odyssey Environmental Services, Inc. for the CIP GG 10-17 retaining wall and landscaping at Towne Centre Drive and Village Avenue, and authorized the filing of a Notice of Completion and release of contract retention.

4.20 ACCEPT IMPROVEMENTS FOR THE MOSSDALE SOUTH NEIGHBORHOOD PARK CIP PK 19-03 FROM WABO LANDSCAPE & CONSTRUCTION, INC.

Adopted **Resolution 20-4806** accepting improvements from WABO Landscape & Construction, Inc., for the Mossdale South Neighborhood Park, CIP PK 19-03 and filing of a Notice of Completion and release of contract retention.

4.21 ACCEPT IMPROVEMENTS FOR THE GENERATIONS CENTER PARKING LOT PROJECT CIP PK 20-01 FROM MCFADDEN CONSTRUCTION, INC.

Adopted **Resolution 20-4807** accepting Improvements from McFadden Construction, Inc. for the Generations Center Parking Lot CIP PK 20-01 and filing of a Notice of Completion and release of contract retention.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.21), and left the chamber at 7:39 p.m., prior to the vote of Items 4.22 through 4.26, due to declared conflict of interest as noted in Item 1.8.

On a motion by Mayor Dhaliwal, seconded by Councilmember Akinjo, the City Council approved Items 4.22 through 4.26, by the following roll call vote, unless otherwise indicated:

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

4.22 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4000 VILLAGE "BB" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 20-4808** approving Final Map for Tract 4000 Village "BB" within the Lakeside East District, totaling 42 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.23 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 25 LOTS IN TRACT 4002 VILLAGE "AA" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 20-4809** approving Final Map for Tract 4002 Village "AA" within the Lakeside East District, totaling 25 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.24 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 20-4810** approving Final Map for Tract 4016 Village "W" within the Lakeside East District, totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.25 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 20-4811** approving Final Map for Tract 4020 Village "X" within the Lakeside East District, totaling 57 Single Family Lots, City of Lathrop CFD Annexation No. 14, and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.26 APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE "Z" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Pulled by Councilmember Akinjo. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 20-4812** approving Final Map for Tract 4050 Village "Z" within the Lakeside East District, totaling 33 Single Family Lots, City of Lathrop CFD 2013-1 Annexation No. 13, Irrevocable Offer of Dedication, and a Subdivision Improvement Agreement with River Islands Stage 2A.

Councilmember Lazard returned to the chamber/dais after the vote of Items 4.22 through 4.26, at 7:44 p.m. for the remainder of the meeting.

5. SCHEDULED ITEMS – None

6. **COUNCIL COMMUNICATIONS**

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on the status of the current election results, congratulated the elected Council Members and thanked all the candidates for their interest in the City. Councilmember Lazard and Vice Mayor Salcedo thanked those in attendance. Councilmember Torres-O'Callaghan commented on the importance of pedestrian safety for students walking to and from school. Mayor Dhaliwal echoed similar sentiments and wished everyone a happy thanksgiving. City Manager Stephen Salvatore provided a brief update on the City's river discharge permit.

7. **ADJOURNMENT** – there being no further business, Mayor Dhaliwal adjourned the meeting at 7:54 p.m.

Teresa Vargas, CMC

Citý Clerk

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CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:COMMUNITY FACILITIES DISTRICTS ANNUAL BOND
ACCOUNTABILITY REPORT FOR FY 2019/20RECOMMENDATION:Receive Report for Bonded and Non Bonded
Community Facilities Districts

SUMMARY:

As mandated by the California Government Code sections 53411 and 50075.3, City Staff is submitting the Annual Bond Accountability Report for the City's Community Facilities Districts ("CFDs") for FY ended June 30, 2020.

BACKGROUND:

Senate Bill 165 enacted the Local Agency Special Tax Bond Accountability Act. This Act requires the annual preparation of a report containing specific information concerning the use of the proceeds or annual special taxes for CFDs. The Act only applies to bonds issued on or after January 1, 2001 in accordance with Section 53410 of the California Government Code. There are seven CFDs included in the FY 2019/20 annual report, three bonded CFDs and four non-bonded services CFDs shown on separate pages (see Attachment "A" for a detailed listing).

Section 53411 and 50075.3 of the California Government Code requires the chief fiscal officer of the issuing local agency to file the annual report with its governing body no later than January 1 every year.

REASON FOR RECOMMENDATION:

The report will ensure compliance with Sections 53410, 53411 and 50075.3 of the California Government Code.

FISCAL IMPACT:

Staff time to prepare report.

ATTACHMENTS:

A. Annual CFD Report for FY Ending June 30, 2020.

CITY MANAGER'S REPORT PAC DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2019/20

APPROVALS:

Cari Jan

Finance Director

12/1/2020

Date

2-1-2020

Date

Salvador Navarrete City Attorney

THE

Stephen Salvatore City Manager

12.7.2020

Date

CITY OF LATHROP BONDED COMMUNITY FACILITIES DISTRICTS REPORT FOR FY ENDED 6/30/2020

District	Initial Amount Deposited to Improvement Fund or Project Costs (1)	6/30/2020 Balance (2)	Expended Amount	Project Status (3)
CFD 2003-1 (Mossdale Village - Water)	\$6,716,563.00	\$0.00	\$6,716,563.00	Complete
CFD 2003-2 (Joint Wastewater)	\$6,096,532.33	\$0.00	\$6,096,532.33	Complete
CFD 2006-1 (Central Lathrop Specific Plan Infrastructure)	\$37,263,908.50	\$0.00	\$37,263,908.50	Ongoing

Note (1)

For CFD 2006-1 amount excludes \$4,000,000 initially deposited in the Escrow Fund per the Bond Indenture.

Note (2)

For CFD 2006-1, bond were redeemed on January 16, 2019 and the district was closed.

Note (3)

For CFD 2003-2, the project is now complete.

For CFD 2006-1, the Improvement Fund proceeds of the initial issuance are almost completely expended, however the CFD is authorized for an additional \$150 million of special tax bonds and future proceeds are meant to fund a portion of a project within an overall estimated cost (in 2006 dollars) of \$271 million.

CITY OF LATHROP NON-BONDED COMMUNITY FACILITIES DISTRICTS REPORT FOR FY ENDED 6/30/2020

District	7/1/2019 Balance (1)	Special Taxes collected during FY 2019/20 (2)	Expended Amount and Encumbrances (3)	6/30/2020 Balance (4)	Project Status (5)
CFD 04-1					
(Mossdale Services)	\$160,499.84	\$2,318,783.96	\$2,297,033.96	\$182,249.84	Ongoing
CFD 2005-1 (Historic Lathrop Services)	\$45,761.85	\$48,444.41	\$58,725.65	\$35,480.61	Ongoing
CFD 2006-2 (Central Lathrop Specific Plan Services)	-\$168,752.29	\$163,747.87	-\$5,004.42	\$0.00	Ongoing
CFD No. 2013-1 (River Islands)	\$121,732.90	\$971,208.18	\$969,644.83	\$123,296.25	Ongoing
CFD No. 2019-1 (South Lathrop)	\$0.00	\$523,372.56	\$193,983.24	\$329,389.32	Ongoing
CFD No. 2019-2 Central Lathrop Specific)	\$0.00	\$401,216.85	\$403,716.79	-\$2,499.94	Ongoing

Note (1)

Beginning balances include previous year encumbrances carried forward for payment in the subsequent fiscal year.

Note (2)

For CFD 04-1 this amount represents the annual special taxes remitted by the San Joaquin County Auditor-Controller, building permit collections, interest earnings, and a transfer for capital equipment replacement.

For CFD 2005-1 this amount represents the annual special tax amounts remitted by the San Joaquin County Auditor-Controller and interest earnings.

For CFD 2013-1 this amount represents the annual special tax amounts remitted by the San Joaquin County Auditor-Controller and interest earnings.

For CFD 2019-1 this amount represents the annual special tax amounts remitted by the San Joaquin County Auditor-Controller and interest earnings.

For CFD 2019-2 this amount represents the annual special tax amounts remitted by the San Joaquin County Auditor-Controller and interest earnings.

Note (4)

For CFD 2019-2, the negative balance will be recovered with FY20/21 special tax remitted.

Note (5)

All CFDs listed above are intended to provide funding for ongoing, perpetual operations and maintenance services.

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	PROPOSED FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 BIENNIAL BUDGET CALENDAR
RECOMMENDATION:	City Council to Consider and Approve the Proposed Fiscal Year 2021/22 and Fiscal Year 2022/23 Biennial Budget Calendar

SUMMARY:

The City of Lathrop Biennial Budget outlines the City's spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. There are several key dates leading to the budget ad option that require input from the City Council and City Commissions. Coordination is needed to make sure processes move forward as planned, prevent confusion and misinformation, and ensure appropriate stakeholders are involved. With that in mind, Staff proposes the following key dates:

- April 2021 Parks and Recreation Commission reviews Parks Budgets
- April 2021 Planning Commission reviews CIP's for conformity with General Plan
- May 2021 Council sets a Public hearing for Maintenance Districts
- May 2021 Council reviews and prioritizes Capital Improvement Projects (CIP's)
- June 2021 Council holds a public hearing on the Maintenance Districts
- June 21 thru 23, 2021 Council holds budget meetings to review and adopt Proposed Fiscal Year 2021/22 and Fiscal Year 2022/23 Biennial Budget

Staff request that City Council consider approval of the Biennial Budget Calendar (Attachment A) outlining key dates to guide the development of the City's Fiscal Year 2021/22 and Fiscal Year 2022/23 Budget.

BACKGROUND:

Every other year, the City Council is required to adopt a biennial budget and accompanying documents before the July 1 start of the new fiscal year. The City of Lathrop Biennial Budget outlines the City's spending plan and priorities for the coming fiscal years which run from July 1st to June 30th. The City's budget is developed in conjunction with the Council, Stakeholders, City Manager, and all City departments. The budget is then reviewed and approved by City Council. The result is a budget that reflects the community's highest priorities.

Preparation of the budget is coordinated by the Finance Department in collaboration with each City department. The budget process, which typically spans about six months, begins in January in order to ensure a budget is in place by July 1st. As recommended by the National Advisory Council on State and Local Budgeting

CITY MANAGER'S REPORT Page 2 **DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** PROPOSED FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 BIENNIAL **BUDGET CALENDAR**

(NACSLB), the City develops a budget calendar with key dates, budget tasks, and events to prevent misinformation and to ensure stakeholder participation.

The proposed Fiscal Year 2021/22 and Fiscal Year 2022/23 Biennial Budget Calendar is provided in Attachment A. Some of the major budget activities are summarized on the timetable below.

BUDGET ACTIVITY	JAN	FEB	MAR	APR	MAY	JUN
Finance provides guidelines and training	>					
Finance prepares target budget info and personnel costs to departments		>			:	
Department's prepare and submit revenue projections				-		
Department's prepare and submit expenses (Including Measure C expenses)						
Citizen input at public meetings					-	
City Manager reviews Department requests						
City Manager & Departments present proposed biennial budget to Council at public meeting						
City Council adopts Biennial Budget						>

REASON FOR RECOMMENDATION:

Staff recommends approval of the attached Biennial Budget Calendar to ensure all departments and stakeholders are embracing key budget tasks, events, and decisions. This allows everyone to have an opportunity to plan and participate in the budget development process. Additionally, a calendar will facilitate the preparation and approval of a budget before the start of the new fiscal year beginning July 1, 2021.

ATTACHMENTS:

A. Proposed Fiscal Year 2021/22 and Fiscal Year 2022/23 Biennial Budget Calendar

CITY MANAGER'S REPORT Page 3 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING PROPOSED FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 BIENNIAL BUDGET CALENDAR

APPROVALS:

Sandra Frias Sr. Management Analyst

12/2/2020

Date

12 /2 /20 Date

Da

Deputy Finance Director

Thomas Hedegard

Cari James Director of Finance and Administrative Services

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

12/2/2020

Date

2-3-2020

Date

12.7.2020

Date



City of Lathrop

Fiscal Year 2021/22 and Fiscal Year 2022/23

Biennial Budget Calendar

		Janu	iary 2	2021				February 2021					March 2021						April 2021								
S	Μ	Т	W	TH	F	S	S	Μ	Τ	W	TH	F	S	S	Μ	Т	W	TH	F	S	S	Μ	T	W	TH	F	S
					1	2		1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30	

City Council Meeting

Holiday

Date	Action
Dec 2020	Finance Office is responsible for providing departments with information necessary to prepare their budget request.
Jan 2021	Measure C Community Oversight Committee Meeting.
Mar 2021	Finance presents Mid-Year Budget Amendments for FY 2020/21 for City Council consideration.
Mar 2021	Departments prepare and submit maintenance district budgets.
Apr 2021	Parks and Recreation Commission review Recreation's budget requests.
Apr 2021	Finance reviews departments budget requests and prepares a Draft Preliminary Biennial Budget for the City Manager's review. (Including Measure C Expenses)
Apr 2021	City Manager meets with departments and reviews budget request.
Apr 2021	Planning Commission reviews proposed Capital Improvement Projects for conformity to the General Plan.
Apr 2021	Notice of Public Hearing (June 14, 2021) sent to all property owners within district boundaries.
Apr 2021	City Clerk publishes the Notice of Public Hearing for Capital Improvement Projects.



City of Lathrop Fiscal Year 2021/2022 and Fiscal Year 2022/23 Biennial Budget Calendar

		Ар	ril 20)21				May 2021					June 2021						July 2021								
S	м	Т	W	ŤΗ	F	S	S	Μ	Т	¥	TH	F	S	S	М	Т	W	TH	F	S	S	м	Т	W	TH	F	S
				1	2	3							1			1	2	3	4	5					1	2	3
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

City Council Meeting

Holiday

Date Responsible Party

Action

May 2021	City Clerk publishes the 1st Notice of Public Hearing for District Budgets.
May 2021	City Council receives preliminary engineer reports for maintenance districts, adopts resolution of intent to levy, and sets the date of the Public Hearing (June 14, 2021)
May 2021	City Council reviews and prioritizes proposed Capital Improvement Projects.
May 2021	Finance prepared and prints the Fiscal Year 2021/22 and Fiscal Year 2022/23 Preliminary Biennial Budget.
Jun 2021	City Clerk publishes the 2nd Notice of Public Hearing for District Budgets.
Jun 2021	City Council holds a Public Hearing - Ordering the Levy and Collection of Assessments.
Jun 2021	Fiscal Year 2021/22 and Fiscal Year 2022/23 Preliminary Biennal Budget delivered to City Council and made available to the public.
June 21, 2021 thru June 23, 2021	Budget Meetings: City Council reviews and Adopts Final Biennial Budget for FY2021/22 and FY 2022/23.
Aug 2021	Finance prepares and prints Adopted Biennial Budget.
Sep 2021	Fiscal Year 2020/21 Year-End Report with potential amendments to Biennial Budget Year-1
Mar 2022	Fiscal Year 2021/22 Mid-Year Report with potential amendments to Biennial Budget Year-2

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ITEM 4.5

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL
RECOMMENDATION:	Adopt a Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal

SUMMARY:

The City currently has six surplus vehicles and various furniture and equipment that have reached their useful life, have been replaced, or the repair costs exceed their fair market value. Staff recommends these items to be auctioned, donated to a nonprofit organization, recycled with an approved agency, or discarded.

BACKGROUND:

The City of Lathrop updated its policy regarding disposition of surplus property on December 1, 2014 pursuant to Resolution 14-3848 and staff recommends that the items listed on Attachment "B" be declared surplus property in accordance with this policy. All of these items have reached their useful life, have been replaced, or the cost of repair exceeds their value. Each item listed on the attachment has a brief description of the condition of each item. All of the listed items are ready to be declared surplus property for sale, recycling, or disposal.

According to City policy, if the market value of surplus items is greater than \$5,000, the Purchasing Officer shall present the listing of such assets to the City Council for action regarding their declaration as surplus. It has been determined that these items collectively could have a value greater than \$5,000.

Vehicles will be sold at public auction by Nationwide Fleet Services pursuant to an existing contract. Surplus equipment will be discarded or recycled if auction not successful.

REASON FOR RECOMMENDATION:

Pursuant to City policy, at least once a year each Department Head shall conduct a review of inventory, goods and supplies utilized by that department and shall determine what items have become surplus. City staff has gathered a list of surplus items from all departments which are included in Attachment "B". These surplus assets have been reviewed and determined that their collective value could be greater than \$5,000. In addition, once the surplus items are discarded, it will help each department maintain storage space.

CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING THEIR DISPOSAL

FISCAL IMPACT:

Any net revenues from the sale of these items will be returned to the City's general fund.

ATTACHMENTS:

- A. Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal
- B. Surplus Inventory List

CITY MANAGER'S REPORT PAGE 3 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING THEIR DISPOSAL

APPROVALS:

Tanyasha**ka** Rillamas Accountant II

Cari James Director of Finance and Administrative Services

1

Salvador Navarrete City Attorney

2/25

Stephen J. Salvatore City Manager

12/02/2020 Date

Date

12-3-2020

Date

/ **7 · 7 · 2020** Date

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZING THEIR DISPOSAL

WHEREAS, the City of Lathrop has a policy that allows for the disposal of equipment and inventory with City Council approval; and

WHEREAS, the City has surplus vehicles and equipment, which have reached their useful life, are inoperable, or the cost of repairs exceed their value; and

WHEREAS, the City Council has reviewed the list of surplus items in which are to be auctioned, donated to a non-profit organization, recycled, or discarded.

NOW, THEREFORE, BE IT RESOLVED that the City Council declares the items, as listed in Attachment "B", to be surplus property and authorizes the City Manager to dispose of the surplus equipment and inventory.

The foregoing resolution was passed and adopted this 14th day of December, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

Teresa Vargas, City Clerk

ATTACHMENT B Surplus Inventory List December 14, 2020

Surplus Type: Vehicle/Other

Surplus Reason Codes: <u>A</u>-No longer needed <u>B</u>-Reached useful life <u>C</u>-Replaced D-Cost to repair is higher than value <u>E</u>-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept.
С	Vehicle	2005/Jeep/Liberty	IJ4GL48K15W636198	1	PR
С	Vehicle	2006/Dodge/Durango	ID4HB38N56F186674	l	AS
В	Vehicle	2004/Ford/Explorer	IFMZU72K44ZA55129	I	IT
С	Vehicle	2007/Dodge/Durango	ID8HB38N67F566669	1	PR
В	Vehicle	2007/Dodge Durango	ID8HB38N47F566668	I	PW
В	Vehicle	2007/Chevrolet Silverado	IGCEK19Z97Z122708		PW
Α	Electric Heater			1	PW
E	Reciprocating Saw			1	PW
С	Battery Operated Drill			1	PW
A	Saddle Toolbox (Pickup Truck)			1	PW
Α	Side Mount Tool Box Set (For Truck bed)			2	PW
А	Truck Bed Tool Box			2	PW
Α	2008 Silverado Tailgate			I	PW
A	2008 Silverado Bumper			I	PW

ATTACHMENT B Surplus Inventory List December 14, 2020

Surplus Type: Equipment

Surplus Reason Codes: <u>A</u>-No longer needed <u>B</u>-Reached useful life <u>C</u>-Replaced D-Cost to repair is higher than value <u>E</u>-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
D	Shredder			l	CA
Е	Speed Queen Washer & Dryer			I	PW
А	Generator & ATS switch			1	А

Surplus Type: Furniture

Surplus Reason Codes: <u>A</u>-No longer needed <u>B</u>-Reached useful life <u>C</u>-Replaced D-Cost to repair is higher than value <u>E</u>-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
С	File Cabinet-4 Drawer			3	CA
E	Metal Filing Cabinet	Prior to 2005		4	PW
А	Large Metal Cabinets			2	PW
А	Wood Bookshelves			3	PW
A	Round Table			I	PW
А	Standard Padded Chairs			9	PW
А	Wood Desk	······		1	PW
А	Padded Chair w/rollers			1	PW
А	Medium Size File Cabinets			2	PW
А	Desk Lamp/Lights			14	PW

ITEM:	RECLASSIFY, ADD AND AMEND JOB CLASSIFICATIONS AND UPDATE GRADE STEP TABLE
RECOMMENDATION:	Adopt a Resolution to Add a Construction Superintendent Job Classification, Update the Maintenance Worker Series and Construction Inspector Job Classifications, Reclassify Staff Positions, and Update the Grade Step Table as of January 1, 2021, in accordance with California Code of Regulations, Title 2, Section 570.5

SUMMARY:

In accordance with CalPERS requirements, the City Council must adopt a resolution approving the City of Lathrop Salary Schedule each time a change occurs. The State of California has mandated yearly minimum wage increases between January 1, 2017 and January 1, 2023 based on an employer's size. As of January 1, 2021, the California state minimum wage increases to \$14 per hour.

The City of Lathrop publishes it salary ranges in the Council approved salary schedule. Staff has updated the FY 2020/21 Salary Schedule (Attachment B) to reflect the State of California mandated minimum wage changes.

In addition, staff is proposing amendments to the position control roster for City Council consideration. The proposed adjustments include the addition of one (1) fulltime-equivalent position (FTE) and the updating and reclassifying of several job classifications in the Public Works and Parks and Recreation Department's.

BACKGROUND:

The State of California has mandated yearly minimum wage increases between January 1, 2017 and January 1, 2023. The City of Lathrop complies with Statemandated minimum wage increases in accordance with the Employers with 26 Employees or more schedule established by the Department of Industrial Relations. The schedule below shows the increases for the City of Lathrop:

CITY MANAGER'S REPORT PAGE DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING UPDATE JOB DESCRIPTIONS FOR VARIOUS POSITIONS AND UPDATED GRADE STEP TABLE

Schedule for Ca	alifornia Minimum	Wage Rate	Increases Januar	y 1, 2017-2023.
-----------------	-------------------	-----------	------------------	-----------------

Date	Minimum Wage for	
	Employers with	Employers with
	25 Employees or Less	26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

In addition, the Public Works Department and the Parks and Recreation Department have reevaluated their staffing needs to meet service level expectations of the community as the City continues to grow. In order to continue to provide the exceptional service level the community has come to expect, job descriptions may need to be updated to match job duties and additional positions may need to be created. Additionally, changes in workload require a position to be reclassified to better align the scope of the position with the needs of the Division or Department. Staff is requesting changes to various job descriptions within the Parks and Recreation and Public Works Departments to reflect the current needs of the City.

Staff proposes the following changes:

Construction Management Division, Public Works

Updated Job Descriptions:

1. **Construction Superintendent (Attachment D):** Create and fund a Construction Superintendent in the Construction Management Division (Grade 76). The Public Works Department has determined the need for additional skilled staff to support the Construction Division. Staff proposes creating a Construction Superintendent position. The current Utility and Streets Maintenance Superintendent will be reclassified to fill this position. Funding for the Utility and Streets Maintenance Superintendent will be reclassified to fill this position. Funding for the Utility and Streets Maintenance Superintendent will remain, as it is necessary to fill this position in the near future. This position will be funded from development permits in the Construction Management Division (2020-5003). There is sufficient inspection fee revenue in the FY 2020/2021 budget to fund this position.

Annual Cost: \$206,170 - 1.0 FTE

CITY MANAGER'S REPORT PAGE DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING UPDATE JOB DESCRIPTIONS FOR VARIOUS POSITIONS AND UPDATED GRADE STEP TABLE

Reclassifications:

 Reclassify the Senior Construction Inspector (Grade 61) to a newly created Construction Inspector III (Grade 61) (Attachment E). This update reflects changes that more accurately capture the responsibilities of the position. This change will require that one staff member be reclassified to the Construction Inspector III position.
 Annual Cost: No Fiscal Impact

Maintenance Division, Public Works/ Parks & Recreation

The Maintenance Division has been reorganized to better align services provided with supervision and accountability to the Department that is responsible for providing the service. The Parks and Recreation Department will now manage parks and facility maintenance staff while the street maintenance staff will remain in the Public Works Department. With the change in the reporting structure, it is necessary to update the job descriptions to reflect the areas of assigned responsibilities and the necessary trainings and certifications required. The changes will have various impacts as noted below:

Updated Job Descriptions:

- Maintenance Worker I (Attachment F): Update job description and move from Grade 38 to Grade 41 on Grade step table.
 Annual Cost: \$14,268
- Maintenance Worker II (Attachment F): Update job description and move from Grade 42 to Grade 45 on Grade step table.
 Annual Cost: \$20,093
- 3. **Maintenance Worker III (Attachment G):** Reclassify the Senior Maintenance Worker position (Grade 48) to the newly created Maintenance Worker III position (Grade 48). This update reflects changes that more accurately capture the responsibilities of the position. This change will impact one currently filled position which will reclassify the incumbent to the Maintenance Worker III position.

Annual Cost: No Fiscal Impact

4. Maintenance Services Supervisor (Attachment H): Update job description.
 Annual Cost: No Fiscal Impact

CITY MANAGER'S REPORT PAGE DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING UPDATE JOB DESCRIPTIONS FOR VARIOUS POSITIONS AND UPDATED GRADE STEP TABLE

Reclassifications:

- 1. Reclassify one (1) Office Assistant I/II (Grade 35) to an Administrative Assistant I (Grade 41). With the moving of the Parks and Facilities Maintenance Division to the Parks and Recreation Department, additional administrative support will be needed. As a result, staff is requesting that one existing staff member be reclassified to an Administrative Assistant I. **Annual Cost: \$10,000**
- Reclassify one (1) Facility Attendant to a Recreation Leader and update the Recreation Leader (Attachment I) job description. The combining of the job classifications will create one position that can be assigned to various areas of programming to more effectively meet the needs of the department.
 Annual Cost: No Fiscal Impact
- 3. Reclassify one (1) Senior Facility Attendant to a Senior Recreation Leader and update the Senior Recreation Leader (Attachment J) job description. In order to maintain consistency with the class series, the responsibilities of the Senior Facility Attendant will be combined with the Senior Recreation Leader. The changes to the positions will be effective January 1, 2021 to coincide with the minimum wage increase.

Annual Cost: No Fiscal Impact

Grade Step Table

- Adjust the grade step table to meet the minimum wage requirements mandated by the State of California. Currently, the City maintains two grade step tables, one for part-time employees and one for full time employees. With the adjustment to the minimum wage all employees will be moved to one Citywide grade step table and the part-time grade step table will be eliminated.
 Annual Cost: No Fiscal Impact – Included in FY 20/21 Adopted Budget
- Grade/ Step adjustment of Recreation Leader (Grade 17, Part-Time Table) to Recreation Leader (Grade 21, City-wide). Effective January 1, 2021 coinciding with the minimum wage increase.
 Annual Cost: No Fiscal Impact – Included in FY 20/21 Adopted Budget
- Grade/ Step adjustment of Senior Recreation Leader (Grade 24, Part-Time Table) to Senior Recreation Leader (Grade 24, City-wide). Effective January 1, 2021 coinciding with the minimum wage increase.
 Annual Cost: No Fiscal Impact – Included in FY 20/21 Budget
- 4. Grade/ Step adjustment of removing the Senior Center Recreation Coordinator (Grade 38). This is an administrative correction only. The Recreation Coordinator position is accurately listed as Grade 45.

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING UPDATE JOB DESCRIPTIONS FOR VARIOUS POSITIONS AND UPDATED GRADE STEP TABLE

As required by the Memorandum of Understanding, staff has reviewed and discussed these recommendations with Service Employee International Union, Local 1021 (SEIU) and Lathrop Mid-Managers and Confidential Employee's Association (LMCEA).

RECOMMENDATION:

As the City continues to grow, staffing updates are needed to reflect the agency's current structure and future needs. The Public Works and Parks and Recreation Departments have reviewed their current staffing levels and have proposed changes to job descriptions and job duties. Furthermore, with the continued pace of development, the Construction Management Division, is requesting a Construction Superintendent to keep all of the City's project moving forward.

In addition, as stipulated in the California Code of Regulations, Title 2, Section 570.5, the City is required to adopt the Pay Schedule or Grade Step Table to include the increase in the California minimum wage.

FISCAL IMPACT:

The proposed changes will have an annual fiscal impact of \$250,531. The proposed changes affect various departments. The Fiscal Year 2020/21 budget has sufficient funds to cover the proposed changes. The majority of the increase (\$206,170) will be funded from the Construction Management Fund, which is funded by development fees.

ATTACHMENTS:

- A. Resolution
- B. Grade Step Table
- C. Position Control Table
- D. Job Description Construction Superintendent
- E. Job Description Construction Inspector III
- F. Updated Job Description Maintenance Worker I/II
- G. Job Description Maintenance Worker III
- H. Updated Job Description Maintenance Services Supervisor
- I. Updated Job Description Recreation Leader
- J. Updated Job Description Senior Recreation Leader

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING UPDATE JOB DESCRIPTIONS FOR VARIOUS POSITIONS AND UPDATED **GRADE STEP TABLE**

APPROVALS:

Paint

Juliana Burns Human Resources Manager

12/8/2020

Date

12

Michael King **Director of Public Works**

2020 Date

Zach Jones

12-9-2020

Date

Director of Parks and Recreation

<

2020

Cari James Date Director of Finance and Administrative Services

9-2020

Date

Salvador Navarrete **City Attorney**

Stephen J. Salvatore City Manager

12.9.2020

Date

RESOLUTION NO. 20-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ADDITION OF A CONSTRUCTION SUPERINTENDENT JOB CLASSIFICATION, UPDATE THE MAINTENANCE WORKER SERIES AND CONSTRUCTION INSPECTOR JOB CLASSIFICATIONS, RECLASSIFY STAFF POSITIONS, AND UPDATE THE GRADE STEP TABLE AS OF JANUARY 1, 2021, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Lathrop has prepared and submitted to the City Council a biennial budget for the fiscal year commencing July 1, 2020; and

WHEREAS, the State of California mandates yearly minimum wage increases through January 1, 2023; and

WHEREAS, as the City has no exceptions to the mandated change, the City of Lathrop complies with State-mandated minimum wage increases in accordance with the Employers with 26 Employees or More schedule established by the Department of Industrial Relations as follows:

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More				
January 1, 2017	\$10.00/hour	\$10.50/hour				
January 1, 2018	\$10.50/hour	\$11.00/hour				
January 1, 2019	\$11.00/hour	\$12.00/hour				
January 1, 2020	\$12.00/hour	\$13.00/hour				
January 1, 2021	\$13.00/hour	\$14.00/hour				
January 1, 2022	\$14.00/hour	\$15.00/hour				
January 1, 2023	\$15.00/hour					

WHEREAS, the City is required to increase minimum wage to \$14.00/hour on January 1, 2021;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the updated Salary Schedule (Attachment B), Effective January 1, 2021, in accordance with the California Code of Regulations, Title 2, Section 570.5; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the position control amendments as detailed in Attachments C-J (listed below) and as identified in the City Manager's Report.

- C. Position Control Table
- D. Job Description Construction Superintendent
- E. Job Description Construction Inspector III
- F. Updated Job Description Maintenance Worker I/II
- G. Job Description Maintenance Worker III
- H. Updated Job Description Maintenance Services Supervisor
- I. Updated Job Description Recreation Leader
- J. Updated Job Description Senior Recreation Leader

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

CITY OF LATHROP

*FOR REFERENCE USE ONLY

GRADE-STEP TABLE Eff. 12/15/20 and 1/1/21 as noted

GRADE	CLASSIFICATION	UNIT		S	STEP 1	S	TEP 2		STEP 3	5	STEP 4	5	STEP 5
20			hourly	\$	14.17	\$	14.88	\$	15.63	\$	16.41	\$	17.23
			bi-weekly		1,134		1.191		1,250		1,313		1.378
			monthly		2,457		2,580		2,709		2,844		2,986
			annual		29,481		30,955		32,503		34,128		35,834
21	RECREATION LEADER (1/1/2021)	UNREP/SEIU	hourly	\$	14.53	\$	15.25	\$	16.02	\$	16.82	\$	17.66
	EACILITY ATTENDENT_Effective 1/1/2021		bi-weekly		1,162		1,220		1,281		1,345		1,413
			monthly		2,518		2,644		2,776		2.915		3,061
			annual		30,218	<u> </u>	31,729		33,315		34.981		36.730
22			hourly	\$	14.89	\$	15.64	\$	16.42	\$	17.24	\$	18.10
			bi-weekly		1,191		1.251		1,313		1,379		1,448
			monthly		2,581		2,710		2,846		2,988		3,137
			annual		30,972		32.521		34.147	<u>т</u>	35.854	\$	37.647
23			hourly	\$	15.26	\$	16.03	\$	16.83	\$	17.67	3	18.55
			bi-weekly		1,221		1,282		1,346		1,414 3,063		1,484 3,216
			monthly		2,646		2,778		2,917		36,752		38,589
			annual		31,748		33.335	\$	35,002	\$	18.11	\$	19.02
24	SENIOR FACILITY ATTENDANT	SEIU	hourly	\$	15.65 1,252	\$	16.43 1,314	3	17.25	۹ ا	1,449	, P	1,521
1	SENIOR RECREATION LEADER	SEIU	bi-weekly		2,712		2,847		2,990		3,139		3,296
1			monthly		32,542		34,169		35,877		37,671		39,555
			annual	\$	16.04	\$	16.84	\$	17.68	\$	18.56	\$	19.49
25			hourly bi-weckly	l °	1,283	۱°	1,347	Γ ^φ	1,414	Ψ	1,485	Ψ	1,559
			monthly		2,780		2.919		3,065		3,218		3,379
			annual		33,355		35.023		36,774		38,613		40,544
			hourly	\$	16.44		17.26	\$	18.12	\$	19.03	\$	19.98
26			bi-weckly	*	1,315	l *	1,381	ľ	1.450	Ť	1,522	1	1,598
			monthly		2,849		2,992		3,141		3,298		3,463
			annual		34,189		35,898		37,693		39,578		41,557
27			hourly	\$	16.85	\$	17.69	\$	18.57	\$	19.50	\$	20.48
21			bi-weekly	l *	1,348	Ť	1,415		1,486		1,560		1,638
			monthly		2,920		3,066		3,220		3,381		3,550
			annual		35,044		36,796		38,636		40,567		42,596
28			hourly	\$	17.27	\$	18.13	\$	19.04	\$	19.99	\$	20.99
20			bi-weekly		1,382		1,451		1,523		1,599		1,679
			monthly		2,993		3,143		3,300		3.465		3,638
			annual		35,920		37,715		39,601		41,581		43,660
29			hourly	\$	17.70	\$	18.59	\$	19.52	\$	20.49	\$	21.52
			bi-weekly		1,416	[1,487		1,561		1,639	1	1,721
			monthly		3,068	[3,222		3,383		3,552		3,729
			annual		36,818	1 :	38,659		40,592		42,621		44,752
30			hourly	\$	18.14	\$	19.05	\$	20.00	\$	21.00	\$	22.05
1			bi-weekly		1,451	1	1,524		1,600	1	1,680		1,764
			monthly		3,145		3,302		3,467	1	3,641		3.823
			annual		37,738	-	39,625		41,606		43,687		45,871
31			hourly	\$	18.60	\$	19.53	\$	20.50	\$	21.53	\$	22.60
1			bi-weekly		1,488		1,562		1,640		1,722		1,808
			monthly	1	3,223		3,385		3,554		3,732		3,918
			annual	-	38,682	+	40.616	6	42,647	e	44.779	¢	47,018
32	OFFICE ASSISTANT I	SEIU	hourly	\$	19.06	\$	20.01	\$	21.02	\$	22.07	\$	23.17
1			bi-weekly		1.525		1,601	l	1,681		1,765		1,854
			monthly		3,304		3,469		3,643		3,825		4,016
			annual	-	39,649	-	41,631	\$	43,713 21.54	\$	45,898	\$	48,193
33			hourly	\$	19.54	\$	20.52	1		>	22.62	Ъ.	
1			bi-weekly		1,563		1,641		1,723 3,734		1,809	1	1,900 4,116
			monthly		3,387		3,556				3,920		
			annual	6	40,640	+	42,672	6	44,805	¢	47.045	\$	49,398
34			hourly bi weekly	\$	20.03	\$	21.03 1.682	\$	22.08 1,766	\$	23.18 1,855	Ф	24. <i>3</i> 4 1,947
1			bi-weekly monthly		1,602 3,471		1,682 3,645		3,827		4,018		4,219
1			1 -		3,471 41,656		3,043 43,739	1	45,925		48,222	1	50,633
		l	annual		+1,000	<u> </u>	75,139	1	73,723	1	TU,LLL	I	30,033

CITY OF LATHROP GRADE-STEP TABLE

*FOR REFERENCE USE ONLY

GRADE-STEP TABLE Eff. 12/15/20 and 1/1/21 as noted

		UNIT			STEP 1	STEP 2		STEP 3	5	STEP 4		STEP 5
GRADE	CLASSIFICATION	SEIU	hourly	\$	20.53	\$ 21.55	\$	22.63	\$	23.76	\$	24.95
35	OFFICE ASSISTANT II	3610	bi-weekly	L .	1,642	1,724	•	1,811		1.901		1,996
		Į	monthly		3.558	3,736		3,923		4,119		4,325
		1	annual		42.698	44,832		47,074		49,428		51,899
			hourly	\$	21.04	\$ 22.09	\$	23.20	\$	24.36	\$	25.58
36			bi-weekly	۲¢	1,683	1,767	*	1,856		1,949		2,046
			monthly		3,647	3,829		4,021	í	4,222		4,433
			annual		43,765	45,953		48,251		50,663		53,196
				\$	21.57	\$ 22.64	\$	23.78	\$	24.97	\$	26.21
37	ANIMAL SERVICES ASSISTANT	SEIU	hourly	Γ.Φ	1,725	1,812	Ψ	1,902		1,997	, Ť	2,097
	RECREATION SPECIALIST	SEIU	bi-weekly		3,738	3,925		4,121	ł	4,327		4,544
			monthly			47,101		49,457		51,929	ĺ	54,526
			annual		44,859		\$	24.37	\$	25.59	\$	26.87
38	ACCOUNTING SPECIALIST I	SEIU	hourly	\$	22.11		5	1,950		2,047	J U	2,150
	MAINTENANCE WORKER I	SEIU	bi-weckly		1,768	1,857			ĺ	4,436		4,657
	WATER METER READER I	SEIU	monthly		3,832	4,023		4,224	Í			
	SENIOR CENTER RECREATION COORDINATOR	SELU	annual		45,980	48,280		50.693	-	53,228	r a	55,890
39			hourly	\$	22.66	\$ 23.79	\$	24.98	\$	26.23	\$	27.54
			bi-weekly		1.813	1,903		1.998		2,098		2,203
			monthly		3,927	4,124		4,330		4.547		4,774
			annual		47,130	49,486		51,960	L	54,558		57,286
40			hourly	\$	23.23	\$ 24.39	\$	25.61	\$	26.89	\$	28.23
••			bi-weekly		1,858	1,951		2,048	ł	2,151		2,258
			monthly		4,026	4,227		4,438		4,660		4,893
			annual		48,308	50,724		53,260		55,923		58,719
41	ADMINISTRATIVE ASSISTANT I	SEIU	hourly	\$	23.81	\$ 25.00	\$	26.25	\$	27.56	\$	28.94
41	4	SEIU	bi-weekly		1,904	2,000		2,100		2,205		2,315
	UTILITY OPERATOR 1	SEIU	monthly		4,126	4,333		4,549		4,777		5,016
	MAINTENANCE WORKER I	3640	annual		49,516	51,991		54,591	ļ	57,321		60,187
		CEUL		\$	24.40	\$ 25.62	\$	26.90	\$	28.25	\$	29.66
42	ACCOUNTING SPECIALIST II	SEIU	hourly	l °	1,952	2,050	"	2,152	ľ	2,260	ľ	2,373
	MAINTENANCE WORKER II	SEIU	bi-weekly					4,663		4,896		5,141
	WATER METER READER II	SEIU	monthly		4,229	4,441				58,753		61,691
			annual		50,753	53,291		55.956	\$	28.95	\$	30.40
43			hourly	\$	25.01	\$ 26.26	\$	27.57	3		1	
			bi-weckly		2,001	2,101		2,206		2,316		2,432
			monthly		4,335	4,552		4,780	İ	5,018		5,269
			annual	_	52,022	54,623		57,354	Ļ	60,222	<u> </u>	63,233
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$	25.64	\$ 26.92	\$	28.26	\$	29.68	\$	31.16
			bi-weekly		2,051	2,153		2,261		2,374		2.493
			monthly		4,444	4,666		4,899		5,144		5,401
			annual		53,323	55,989		58,788		61,728		64,814
45	ADMINISTRATIVE ASSISTANT II	SEIU	hourly	\$	26.28	\$ 27.59	\$	28.97	\$	30.42	\$	31.94
	RECREATION COORDINATOR	SEIU	bi-weekly		2,102	2,207		2,318		2,433		2,555
	UTILITY OPERATOR II	SEIU	monthly		4,555	4,782		5,021		5,273		5,536
	MAINTENANCE WORKER II	SEIU	annual		54,656	57,389		60,258		63,271		66,434
46	ANIMAL SERVICES OFFICER	SEIU	hourly	\$	26.93		\$	29.69	\$	31.18	\$	32.74
-0			bi-weekly		2,155	2,262		2,376		2,494		2,619
			monthly	1	4,669	4,902		5,147		5,404		5,675
		1	annual		56,023	58,824		61,765		64,853		68,096
	DEDMIT TECHNICIAN	SEIU	hourly	\$	27.61	\$ 28.99	\$	30.44	\$			
47	PERMIT TECHNICIAN	SEIU	bi-weekly	l "	2,209	2,319	*	2,435		2,557		2,685
	ADMINISTRATIVE TECHNICIAN 1	1			4,785	5,024		5,276		5,539		5,816
	ADMINISTRATIVE ASSISTANT III	SEIU	monthly					63,308		66,474	1	69,797
			annual	-	57,423	60,294	6		<u> </u>			
48	SENIOR MAINTENANCE WORKER MAINTENANCE WORKER III	SEIU	hourly	\$	28.30		\$				°	2,752
1	SOLID WASTE&RESOURCE CONSERV. COORD.	SEIU	bi-weekly		2.264	2,377		2,496	1	2,621		,
ļ	1		monthly		4,905	5,150	1	5,408		5,678		5,962
			annual		58,859	61,802		64,892		68,136		71,543
				*	20.00	0 20 11	- m	21 00	6	22 50	ተ	
49	ACCOUNTING TECHNICIAN	SEIU	hourly	\$	29.00	\$ 30.46					1	
49	ACCOUNTING TECHNICIAN	SEIU	hourly bi-weekly	\$	2,320	2,436		2,558		2,686		2,820
49	ACCOUNTING TECHNICIAN	SEIU	hourly	\$	2,320 5,027	2,436 5,279		2,558 5.543		2,686 5,820		2,820 6,111
49	ACCOUNTING TECHNICIAN	SEIU	hourly bi-weekly	\$	2,320	2.436 5,279 63,346		2,558 5.543 66,514		2,686 5,820 69,839		2,820 6,111 73,331
49	ACCOUNTING TECHNICIAN	SEIU	hourly bi-weekly monthly	\$	2,320 5,027 60,330	2.436 5,279 63.346		2,558 5.543 66,514		2,686 5,820 <u>69,839</u> <u>34.42</u>	\$	2,820 6,111 73,331 36,14
			hourly bi-weekly monthly annual		2,320 5,027 60,330	2.436 5,279 63.346 \$ 31.22	\$	2,558 5.543 66,514	\$	2,686 5,820 69,839	\$	2,820 6,111 73,331 36,14
	ENGINEERING TECHNICIAN I	SEIU	hourly bi-weekly monthly annual hourly		2,320 5,027 60,330 29.73	2,436 5,279 63,346 \$ 31.22 2,497	\$	2,558 5.543 66,514 32.78	\$	2,686 5,820 <u>69,839</u> <u>34.42</u>	\$	2,820 6,111 73,331

CITY OF LATHROP GRADE-STEP TABLE

*FOR REFERENCE USE ONLY

Eff. 12/15/20 and 1/1/21 as noted

52 RECCONTAINTY SETU bi-weekly BUILDING INSPECTOR I SETU monthly CODE COMPLIANCE OFFICER I SETU monthly 53 CONSTRUCTION INSPECTOR I SETU hourly \$ LEGAL SECRETARY EXEMPT monthly annual 54 ENGINEERING TECHNICIAN II SETU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly	2,438 5,282 63,384 \$ 31.23 2,499 5,414 64,969 \$ 32.02 2,561	\$ 32.00 2,560 5,546 66,554 \$ 32.80 2,624 5,685 68,217	STEP 3 \$ 33.60 2,688 5.823 69.881 \$ 34.44 2,755 5,969	STEP 4 \$ 35.28 2.822 6,115 73,375 \$ 36.16	STEP 5 \$ 37.04 2.963 6.420 77,044
31 CRIME & INTELLECTIVE ASSISTANT LMCEA bi-weekly ADMINISTRATIVE ASSISTANT SEIU monthly ADMINISTRATIVE TECHNICIAN II SEIU hourly \$ 52 ACCOUNTANT I SEIU hourly \$ BUILDING INSPECTOR I SEIU bi-weekly \$ CODE COMPLIANCE OFFICER I SEIU monthly annual 53 CONSTRUCTION INSPECTOR I SEIU hourly \$ bi-weekly LEGAL SECRETARY EXEMPT monthly annual 54 ENGINEERING TECHNICIAN II SEIU hourly \$ 54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly \$	2,438 5,282 63,384 \$ 31.23 2,499 5,414 64,969 \$ 32.02 2,561	2,560 5,546 66,554 \$ 32.80 2,624 5,685 68,217	2,688 5.823 69,881 \$ 34.44 2,755	6,115 73,375	6,420
ADMINISTRATIVE TECHNICIAN II SEIU monthly 52 ACCOUNTANT I SEIU hourly \$ 52 ACCOUNTANT I SEIU bourly \$ BUILDING INSPECTOR I SEIU bi-weekly monthly CODE COMPLIANCE OFFICER I SEIU monthly annual 53 CONSTRUCTION INSPECTOR I SEIU hourly \$ bi-weekly LEGAL SECRETARY SEIU hourly \$ 54 ENGINEERING TECHNICIAN II SEIU hourly \$ 54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly	5,282 63,384 \$ 31.23 2,499 5,414 64,969 \$ 32.02 2,561	5,546 66,554 \$ 32.80 2,624 5,685 68,217	5,823 69,881 \$ 34.44 2,755	73,375	
selection annual 52 ACCOUNTANT I BUILDING INSPECTOR I CODE COMPLIANCE OFFICER I SEIU bi-weekly annual 53 CONSTRUCTION INSPECTOR I LEGAL SECRETARY SEIU 54 ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT LMCEA	63,384 \$ 31.23 2,499 5,414 64,969 \$ 32.02 2,561	66,554 \$ 32.80 2,624 5,685 68,217	69,881 \$ 34.44 2,755		77.044
52 ACCOUNTANT I SEIU hourly \$ BUILDING INSPECTOR I SEIU bi-weekly bi-weekly CODE COMPLIANCE OFFICER I SEIU monthly annual 53 CONSTRUCTION INSPECTOR I SEIU hourly \$ LEGAL SECRETARY EXEMPT monthly annual 54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly \$	\$ 31.23 2,499 5,414 64,969 \$ 32.02 2,561	\$ 32.80 2,624 5,685 68,217	\$ 34.44 2.755		
52 ACCOUNTINET SETU bi-weekly BUILDING INSPECTOR I SETU bi-weekly CODE COMPLIANCE OFFICER I SETU monthly 53 CONSTRUCTION INSPECTOR I SETU hourly LEGAL SECRETARY EXEMPT monthly 54 ENGINEERING TECHNICIAN II SETU hourly 54 ENGINEERING TECHNICIAN II SETU hourly EXECUTIVE ASSISTANT LMCEA bi-weekly	2,499 5,414 64,969 \$ 32.02 2,561	5,685 68,217			\$ 37.97
CODE COMPLIANCE OFFICER I SEIU monthly annual 53 CONSTRUCTION INSPECTOR I SEIU hourly \$ LEGAL SECRETARY EXEMPT monthly annual \$ 54 ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT SEIU hourly \$	5,414 64,969 \$ 32.02 2,561	5,685 68,217	5,969	2,893	3,037
53 CONSTRUCTION INSPECTOR I annual 53 CONSTRUCTION INSPECTOR I bi-weekly LEGAL SECRETARY EXEMPT monthly 54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly	64,969 \$ 32.02 2,561	68,217		6,267	6.581
53 CONSTRUCTION INSPECTOR I SEIU hourly \$ bi-weekly bi-weekly bi-weekly LEGAL SECRETARY EXEMPT monthly 54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly	\$ 32.02 2,561		71,628	75,209	78,970
5.1 CONSTRUCTION INSTRUCTION I bi-weekly LEGAL SECRETARY EXEMPT monthly 54 ENGINEERING TECHNICIAN II SEIU hourly EXECUTIVE ASSISTANT LMCEA bi-weekly	2,561	\$ 33.62	\$ 35.30	\$ 37.06	\$ 38.92
LEGAL SECRETARY EXEMPT monthly annual 54 ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT SEIU hourly \$		2,689	2,824	2.965	3,113
54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCFA bi-weekly	5,549	5,827	6,118	6,424	6,745
54 ENGINEERING TECHNICIAN II SEIU hourly \$ EXECUTIVE ASSISTANT LMCEA bi-weekly	66,593	69,923	73,419	77,090	80,944
EXECUTIVE ASSISTANT LMCEA bi-weekly	\$ 32.82	\$ 34.46	\$ 36.18	\$ 37.99	\$ 39.89
Endeernering	2,625	2,757	2,894	3,039	3,191
monthly	5,688	5,973	6,271	6,585	6,914
annual	68,258	71,671	75,254	79,017	82,968
	\$ 33.64	\$ 35.32	\$ 37.08	\$ 38.94	\$ 40.89
BUILDING INSPECTOR II SEIU bi-weekly	2,691	2,825	2,967	3,115	3,271
CODE COMPLIANCE OFFICER II SEIU monthly	5,830	6,122	6,428	6,749	7,087
SENIOR ACCOUNTING TECHNICIAN SEIU annual	69,964	73,463	77,136	80,992	85,042
	\$ 34.48		\$ 38.01	\$ 39.91	\$ 41.91
MANAGEMENT ANALYST I (CONFIDENTIAL) LMCEA bi-weekly	2,758	2,896	3,041	3,193	3,353
monthly	5,976	6.275	6.589	6,918	7,264
annual	71,714	75,299	79,064	83,017	87,168
	\$ 35.34	\$ 37.11	\$ 38.96	\$ 40.91	\$ 42.96
bi-weekly	2,827	2,969	3,117	3,273	3,436
LEGAL ASSISTANT EXEMPT monthly	6,125	6,432	6,753	7,091	7,446
PARKS & RECREATION SUPERVISOR LMCEA annual	73,506	77.181	81.040	85,092	89,347
	\$ 36.22	\$ 38.03	\$ 39.94	\$ 41.93	
JUNIOR ENGINEER SEIU bi-weekly	2,898	3.043	3,195	3,355	3.522
SENIOR ENGINEERING TECHNICIAN SEIU monthly	6,279	6.593	6,922	7,268	7,632
annual	75,344	79,111	83,066	87,220	91,581
59 BUILDING INSPECTOR III SEIU hourly \$	\$ 37.13	\$ 38.98	\$ 40.93	\$ 42.98	\$ 45.13
CHIEF UTILITY OPERATOR SEIU bi-weekly	2,970	3,119	3.275	3,438	3,610
CODE COMPLIANCE OFFICER III SEIU monthly	6,436	6,757	7,095	7,450	7,823
MAINTENANCE SERVICES SUPERVISOR LMCEA annual	77,227	81,089	85,143	89,400	93,870
UTILITY OPERATOR III SEIU					
60 EXECUTIVE ASSISTANT TO THE CITY MANAGER LMCEA hourly \$	\$ 38.06	\$ 39.96	\$ 41.96	\$ 44.06	\$ 46.26
HUMAN RESOURCES MANAGER EXEMPT bi-weekly	3,045	3,197	3,357	3,524	3,701
MANAGEMENT ANALYST II (CONFIDENTIAL) LMCEA monthly	6.597	6,926	7.273	7,636	8,018
INFORMATION TECHNOLOGY ENGINEER I LMCEA annual	79,159	83,116	87,272	91,636	96.218
61 POLICE SERVICES MANAGER LMCEA hourly \$	\$ 39.01	\$ 40.96	\$ 43.01	\$ 45.16	\$ 47.41
SR CONSTRUCTION INSPECTOR CONSTRUCTION INSPECTOR III LMCEA bi-weekly	3,121	3,277	3,441	3,613	3,793
UTILITY MAINTENANCE SUPERVISOR LMCEA monthly	6,761	7,099	7,454	7,827	8,219
annual	81,137	85.194	89,454	93,926	98,623
62 WASTEWATER TREATMENT PLANT SUPERVISOR LMCEA hourly \$	\$ 39.98	\$ 41.98	\$ 44.08	\$ 46.29	\$ 48.60
bi-weckly	3,199	3,359	3,527	3,703	3,888
monthly	6.930	7.277	7,641	8,023	8,424
annual	83,165	87,324	91.690	96,274	101,088
63 SENIOR BUILDING INSPECTOR SEIU hourly \$	\$ 40.98	\$ 43.03	\$ 45.18	\$ 47.44	\$ 49.82
bi-weckly	3,279	3,443	3.615	3,795	3,985
monthly	7,104	7,459	7,832	8,223	
annual	85,245	89,507	93,982	98,682	
	\$ 42.01	\$ 44.11	\$ 46.31	\$ 48.63	
ASSISTANT ENGINEER SEIU bi-weekly	3,361	3,529	3,705	3,890	4,085
PARKS AND RECREATION ADMINISTRATOR SEIU monthly	7,281	7,645	8,028	8,429	
annual	87,376	91,744	96,332	101,148	
	\$ 43.06	\$ 45.21	\$ 47.47	\$ 49.84	
SENIOR ACCOUNTANT LMCEA bi-weekly	3,445	3,617	3,798	3,988	
	7,463	7,837	8,228	8,640	
monthly	89,560	94,038	98,740	103,677	108.861

CITY OF LATHROP

***FOR REFERENCE USE ONLY**

GRADE-STEP TABLE Eff. 12/15/20 and 1/1/21 as noted

GRADE	CLASSIFICATION	UNIT			STEP 1	STEP 2		STEP 3		STEP 4	2	STEP 5
66			hourly	\$	44.13	\$ 46.34	\$	48.66	\$	51.09	\$	53.65
			bi-weekly		3,531	3,707		3,893		4,087		4,292
			monthly		7,650	8,032		8,434		8,856		9.299
			annual		91,799	96,389		101,209	-	106,269		111,582
67	CODE COMPLIANCE SUPERVISOR	LMCEA	hourly	\$	45.24	\$ 47.50	\$	49.87	\$	52.37	\$	54.99
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	bi-weekly		3,619	3,800		3.990		4,189		4,399
	SENIOR PLANNER	LMCEA	monthly		7,841	8,233		8.645		9,077		9,531
	SENIOR MANAGEMENT ANALYST	LMCEA	annual		94,094	98,799		103,739		108,926		114,372
	SPECIAL DISTRICTS MANAGER	LMCEA										
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$	46.37	\$ 48.69	\$	51.12	\$	53.68	\$	56.36
			bi-weekly		3,709	3,895		4,090		4,294		4,509
			monthly		8,037	8,439		8,861		9,304		9,769
			annual		96,446	101,268	¢	106.332	-	111,648		117,231
69	UTILITY PLANT SUPERVISOR	LMCEA	hourly	\$		\$ 49.90	\$	52.40	\$	55.02	\$	57.77
			bi-weekly		3,802	3,992		4,192		4,402		4,622 10,014
			monthly		8.238	8.650 103.800		9,083		9,537 114,440		10,014
		05111	annual	\$	98,858 48.72	\$ 51.15	\$	<u>108,991</u> 53.71	\$	56.39	\$	59.21
70	ASSOCIATE ENGINEER	SEIU	hourly bi-weekly		48.72	4,092	L a	4,297		4,512	φ	4.737
			monthly		3,897 8,444	8,866		4,297 9,310		9.775		10,264
			annual		101,329	106,396		111,716		117,301		123,166
71		LMCEA	hourly	\$		\$ 52.43	\$	55.05	\$	57.80	\$	60.70
71	PARKS AND RECREATION SUPERINTENDENT	LMCEA	bi-weekly	J ^o	3,995	4,194	Ψ	4,404	Ψ	4,624	Ψ	4.856
	INFORMATION TECHNOLOGY ENGINEER III	LMCLA	monthly		8,655	9,088		9,542		10,024		10,520
			annual		103,863	109,056		114,509		120,234		126,246
72	PRINCIPAL PLANNER	LMCEA	hourly	\$	51.18	\$ 53.74	\$	56.43	\$	59.25	\$	62.21
12	rkingifal flanner	LINCLA	bi-weekly		4,095	4,299	ΙΨ	4,514	*	4,740	L &	4,977
			monthly		8,872	9,315		9.781		10,270		10,783
			annual		106,459	111,782		117,371		123,240		129,402
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$	52.46	\$ 55.08	\$		\$	60.73	\$	63.77
15		Diretin	bi-weekly		4,197	4,407	l [*]	4,627	ľ	4,858	Ť	5.101
			monthly		9,093	9,548		10,025		10,527		11,053
			annual		109,120	114,576		120,305		126,320		132,636
74	CITY CLERK	EXEMPT	hourly	\$	53.77	\$ 56.46	\$		\$	62.25	\$	65.36
	SENIOR CIVIL ENGINEER	LMCEA	bi-weekly	1	4,302	4,517		4,743		4,980		5,229
	SENIOR ENGINEER	LMCEA	monthly		9,321	9,787		10,276		10.790		11.329
	FINANCE MANAGER	LMCEA	annual		111,849	117.441		123,313		129,479	{	135,953
75			hourly	\$	55.12	\$ 57.87	\$	60.77	\$	63.81	\$	67.00
			bi-weekly		4,409	4,630		4,861		5,104		5,360
			monthly		9,554	10.031		10,533		11,060		11,613
			annual		114,645	120,377	L	126,396		132,716		139,352
76	ACCOUNTING MANAGER	LMCEA	hourly	\$	56.50	\$ 59.32	\$		\$	65.40	\$	68.67
	CONSTRUCTION SUPERINTENDENT	LMCEA	bi-weekly		4,520	4,746		4,983		5,232		5,494
	PARKS PROJECT MANAGER	LMCEA	monthly		9,793	10.282		10.796		11,336		11,903
	PROJECTS MANAGER	LMCEA	annual		117,511	123,386	1	129,555		136,033		142,835
	UTILITIES & STREET MAINTENANCE SUPERINTENDENT				57.01			(2.04		(7.04		70.00
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$		\$ 60.80	\$		\$	67.04	\$	70.39
	CHIEF BUILIDNG OFFICIAL	UNREP	bi-weekly		4,633	4,864		5,107		5,363		5,631
			monthly		10,037	10,539		11,066		11.619		12,200
			annual	-	120,448	126,470	_	132,794		139,434		146,405
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$		\$ 62.32	\$	65.44	\$	68.71	\$	72.15
			bi-weekly		4,748	4,986		5.235		5,497		5,772
			monthly		10,288	10,803		11.343		11,910		12,506
70	FONOMIC DEVELODMENT A DAUNIETD ATOD		annual	۰	123,460	129,633	6	136,114	-	142,920		72.05
79	ECONOMIC DEVELOPMENT ADMINISTRATOR	LMCEA	hourly	\$		\$ 63.88	\$	67.08 5.366	\$	70.43	\$	73.95
	LAND DEVELOPMENT MANAGER	LMCEA	bi-weekly		4.867	5,111		5,366	ŀ	5,634		5,916
			monthly		10,546	11,073		11,626		12,208		12,818
20	ASSISTANT COMMUNICY DEVELOPMENT DIRECTOR	INCEA	annual		126.546	132,873		139,517	+	146,493		75.80
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR	LMCEA	hourly	\$		\$ 65.48	\$		\$	72.19	\$	75.80
	CHIEF PLANNING OFFICIAL	LMCEA	bi-weekly		4,989	5,238		5,500		5,775		6,064
	PRINCIPAL ENGINEER	LMCEA	monthly		10,809	11,350		11,917		12,513		13.139
		1	annual	L	129,710	136,195	L	143,005		150,155	L	157,663

CITY OF LATHROP GRADE-STEP TABLE

***FOR REFERENCE USE ONLY**

Eff. 12/15/20 and 1/1/21 as noted

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
81	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 63.92	\$ 67.12	\$ 70.47	\$ 74.00	\$ 77.69
01	CHIEF INFORMATION OFFICER	EXEMPT	bi-weekly	5,114	5,369	5,638	5,920	6,216
			monthly	11,079	11,633	12,215	12,826	13,467
			annual	132,953	139,601	146,581	153,910	161,605
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 65.52	\$ 68.79	\$ 72.23	\$ 75.84	\$ 79.64
02			bi-weekly	5.241	5,503	5,779	6,068	6,371
			monthly	11,356	11,924	12,520	13,146	13,804
			annual	136,276	143,090	150.245	157,757	165,645
83	DIRECTOR OF HUMAN RESOURCES	EXEMPT	hourly	\$ 67.16	\$ 70.51	\$ 74.04	\$ 77.74	\$ 81.63
0.5			bi-weekly	5.372	5,641	5,923	6,219	6,530
			monthly	11,640	12,222	12,833	13.475	14,149
			annual	139,683	146,668	154,001	161,701	169,786
84			hourly	\$ 68.83	\$ 72.28	\$ 75.89	\$ 79.68	\$ 83.67
			bi-weekly	5,507	5,782	6.071	6,375	6,693
			monthly	11.931	12,528	13,154	13,812	14,503
			annual	143,175	150,334	157,851	165,743	174,030
85	DIRECTOR OF PARKS & RECREATION	EXEMPT	hourly	\$ 70.56	\$ 74.08	\$ 77.79	\$ 81.68	\$ 85.76
			bi-weekly	5,644	5,927	6,223	6,534	6.861
			monthly	12,230	12,841	13,483	14.157	14.865
			annual	146,754	154.092	161,797	169,887	178,381
86	DIRECTOR OF ADMINISTRATIVE SERVICES	EXEMPT	hourly	\$ 72.32	\$ 75.93	\$ 79.73	\$ 83.72	\$ 87.90
			bi-weckly	5,786	6,075	6.379	6,697	7.032
			monthly	12,535	13,162	13,820	14,511	15,237
			annual	150,423	157,944	165,842	174,134	182,840
87	DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS	EXEMPT	hourly	\$ 74.13	\$ 77.83	\$ 81.73	\$ 85.81	\$ 90.10
	DIRECTOR OF FINANCE	EXEMPT	bi-weckly	5.930	6,227	6,538	6,865	7,208
			monthly	12,849	13,491	14.166	14,874	15,618
			annual	154,184	161,894	169,988	178,488	187,412
88	DIRECTOR OF COMMUNITY DEVELOPMENT	EXEMPT	hourly	\$ 75.98	\$ 79.78	\$ 83.77	\$ 87.96	\$ 92.35
	DIRECTOR OF PUBLIC WORKS	EXEMPT	bi-weekly	6.078	6,382	6,701	7,037	7,388
			monthly	13,170	13,828	14,520	15,246	16,008
			annual	158,039	165,941	174,238	182,950	192,097
89	CITY ENGINEER	EXEMPT	hourly	\$ 77.88	\$ 81.77	\$ 85.86	\$ 90.16	\$ 94.66
			bi-weekly	6,230	6,542	6,869	7.212	7,573
			monthly	13,499	14,174	14.883	15,627	16,408
			annual	161,990	170,089	178,594	187,524	196,900
90			hourly	\$ 79.83	\$ 83.82	\$ 88.01	\$ 92.41	\$ 97.03
			bi-weekly	6,380	6,705	7,041	7,393	7,762
			monthly	13,837	14,528	15.255	16,018	16,819
			annual	166,040	174,342	183.059	192,212	201,823
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 81.82				1
			bi-weekly	6,540	- E	7,217	7,578	7,956
			monthly	14,183	1	15,636	16,418	17,239
			annual	170,19	178,700	187,635	197,017	206,868
CONTR	ACT						•	
	CITY ATTORNEY	EXEMPT	annual	\$ 220,69				
	CITY MANAGER	EXEMPT	annual	\$ 234,588				
						4		1

Changes

Updated title from Sr. Construction Inspector to Construction Inspector III; Uupdated title from Sr. Maintenance Worker to Maintenance Worker III.

Move Maintenance Worker I from Grade 38 to 41; Maintenance Worker II from Grade 42 to 45.

Removed Sr. Center Recreation Coordinator (Administrative correction. Recreation Coordinator is on Grade 45).

Elinimated Non-PERS schedule to accommodate the minimum wage requirements effective 1/1/21.

Facility Attendant was combined with Recreation Leader job description and moved from the Non-PERS Grade 21 to Grade 20 effective 1/1/21.

Senior Facility Attendant was removed from the Grade Step Table (combined job description with Sr. Recreation Leader)

Added Construction Superintendent to Grade 76

* Step calculations in this workbook are formula driven, thus, causing minimal decimal differences when compared to the salaries shown in the financial software, New World System. Also, the Grade Step Table does not reflect special salary arrangements adopted for Y-Rated classifications. To obtain Y-Rated salaries, please contact the Human Resources Department.

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	Amended	Amended	Amended	Amended
	3/9/2020	7/13/2020	9/14/20	12/14/20
ADMINISTRATIVE SERVICES				
Animal Services				
Animal Services Assistant	1.00	1.00	1.00	1.00
Animal Services Officer	1.00	1.00	1.00	1.00
Director of Finance	0.05	0.05	0.05	0.05
Senior Animal Services Officer	1.00	1.00	1.00	1.00
Total	3.05	3.05	3.05	3.05
Human Resources				
Director of Finance	0.45	0.45	0.45	0.45
Human Resources Manager	1.00	1.00	1.00	1.00
Total	1.45	1.45	1.45	1.45
ADMINISTRATIVE SERVICES - Total	4.50	4.50	4.50	4.50
CITY ATTORNEY				
City Attorney				
Administrative Assistant I/II/III	2.00	2.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	1.00	1.00
Total	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00
CITY CLERK				
City Clerk				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
City Clerk	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50
CITY MANAGER				
City Manager				
City Clerk	0.50	0.50	0.50	0.50
City Engineer	0.15	0.15	0.15	0.15
City Manager	1.00	1.00	1.00	1.00
Economic Development Administrator	1.00	1.00	1.00	1.00
Executive Assistant	0.05	0.05	0.05	0.05
Total	2.70	2.70	2.70	2.70
CITY MANAGER - Total	2.70	2.70	2.70	2.70

	Amended 3/9/2020	Amended 7/13/2020	Amended 9/14/20	Amended 12/14/20
COMMUNITY DEVELOPMENT				
Planning				
Accounting Manager	0.07	0.07	0.07	0.07
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Associate Planner	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	4.40	4.40	4.40	4.40
COMMUNITY DEVELOPMENT - Total	4.40	4.40	4.40	4.40
FINANCE				
Finance				
Accountant I/II	1.00	1.00	1.00	1.00
Accounting Manager	0.82	0.82	0.82	0.82
Accounting Specialist I/II/Technician	5.00	5.00	5.00	5.00
Administrative Technician I/II	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00
Director of Finance	0.50	0.50	0.50	0.50
Finance Manager	1.00	1.00	1.00	1.00
Management Analyst II	0.50	0.50	0.50	0.50
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00
Total	12.82	12.82	12.82	12.82
Information Technology				
Accounting Manager	0.11	0.11	0.11	0.11
Chief Information Officer	1.00	1.00	1.00	1.00
GIS Specialist I/II	1.00	1.00	0.00	0.00
Information Technology Engineer I/II/III	0.00	0.00	3.00	3.00
Information Technology Manager	0.00	0.00	0.00	0.00
Programmer Analyst	1.00	1.00	0.00	0.00
Total	3.11	3.11	4.11	4.11
FINANCE - Total	15.93	15.93	16.93	16.93

	Amended 3/9/2020	Amended 7/13/2020	Amended 9/14/20	Amended 12/14/20
MEASURE C				
Essential City Services				
Facility Attendant	0.45	0.45	0.45	0.00
Office Assistant I/II	1.00	1.00	1.00	1.00
Parks and Recreation Superintendent	1.00	1.00	1.00	1.00
Recreation Leader	0.45	0.45	0.45	0.90
Senior Facility Attendent	1.00	1.00	1.00	0.00
Senior Recreation Leader	0.00	0.00	0.00	1.00
Total	3.90	3.90	3.90	3.90
Essential City Services - Contract Staff				
Deputy Sheriff II	1.00	1.00	1.00	1.00
Deputy Sheriff II for Community Impact	1.00	1.00	1.00	1.00
Deputy Sheriff II for Investigations	1.00	1.00	1.00	1.00
Deputy Sheriff II for School Resource Off	1.00	1.00	1.00	1.00
Deputy Sheriff II Patrol	0.50	0.50	0.50	0.50
Sergeant to serve as Supervisor	1.00	1.00	1.00	1.00
Total	5.50	5.50	5.50	5.50
Lathrop Manteca Fire District				
Battalion Chiefs	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	17.38	17.38
PARKS AND RECREATION				
Parks and Recreation				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Director of Parks and Recreation	1.00	1.00	1.00	1.00
Facility Attendant	1.35	1.35	1.35	0.00
Management Analyst I/II	0.25	0.25	0.25	0.25
Recreation Coordinator	3.00	3.00	3.00	3.00
Recreation Leaders	7.65	16.65	16.65	18.00
Recreation Supervisor	2.00	2.00	2.00	2.00
Senior Recreation Leaders	2.00	3.35	3.35	3.35
Total	18.25	28.60	28.60	28.60
PARKS AND RECREATION - Total	18.25	28.60	28.60	28.60

	Amended 3/9/2020	Amended 7/13/2020	Amended 9/14/20	Amended 12/14/20
PUBLIC SAFETY				
Administration				
Management Analyst I/II	1.00	1.00	1.00	1.00
Police Office Manager	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00
Contract Staff				
Chief of Police	1.00	1.00	1.00	1.00
Deputy Sheriff II for Com Resource Off	1.00	1.00	1.00	1.00
Deputy Sheriff II for Investigations	1.00	1.00	1.00	1.00
Deputy Sheriff II for Patrol	16.50	16.50	16.50	16.50
Deputy Sheriff II for School Resource Off	1.00	1.00	1.00	1.00
Lieutenant to serve as Supervisor	0.00	0.00	1.00	1.00
Sergeant to serve as Supervisor	2.00	2.00	1.00	1.00
Total	22.50	22.50	22.50	22.50
PUBLIC SAFETY - Total	25.50	25.50	25.50	25.50
PUBLIC WORKS				
Building				
Administrative Assistant I/II/II	0.33	0.33	0.33	0.33
Building Inspector I/II/III	2.00	2.00	2.00	2.00
Chief Building Official	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	0.00	0.00	1.00	1.00
Permit Technician	1.00	1.00	2.00	2.00
Total	4.33	4.33	6.33	6.33
Code Compliance Division				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Code Compliance Officer I/II/III	1.00	1.00	1.00	1.00
Code Compliance Supervisor	0.75	0.75	0.75	0.75
Total	2.75	2.75	2.75	2.75

	Amended 3/9/2020	Amended 7/13/2020	Amended 9/14/20	Amended 12/14/20
Public Works				
Administrative Assistant I/II	2.34	2.34	2.34	2.34
Assistant Engineer	1.00	1.00	1.00	1.00
Associate Engineer	1.00	2.00	2.00	2.00
City Engineer	0.85	0.85	0.85	0.85
Construction Inspector I/II	2.00	2.00	2.00	2.00
Construction Inspector III	0.00	0.00	0.00	1.00
Construction Superintendent	0.00	0.00	0.00	1.00
Director of Public Works	1.00	1.00	1.00	1.00
Executive Assistant	0.95	0.95	0.95	0.95
Maintenance Services Supervisor	1.00	1.00	1.00	1.00
Maintenance Worker I/II	6.00	6.00	6.00	6.00
Maintenance Worker III	0.00	0.00	0.00	3.00
Management Analyst I/II	0.25	0.25	0.25	0.25
Meter Reader	1.00	1.00	1.00	1.00
Principal Engineer	1.00	0.00	0.00	0.00
Public Works Superintendent	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Civil Engineer	1.00	1.00	1.00	1.00
Senior Construction Inspector	1.00	1.00	1.00	0.00
Senior Construction Manager	1.00	1.00	1.00	1.00
Senior Maintenance Worker	2.00	2.00	3.00	0.00
Senior Management Analyst	0.00	0.00	0.00	0.00
Utility Operator I/II/III	5.00	5.00	5.00	5.00
Water Treatment Plant Manager	1.00	1.00	1.00	1.00
Total	31.39	31.39	32.39	33.39
PUBLIC WORKS - Total	38.47	38.47	41.47	42.47
Grand Total	131.63	141.98	145.98	146.98
Total City Staff Positions	95.65	106.00	110.00	111.00
Total Contractual Positions	35.98	35.98	35.98	35.98
Total funded Positions	131.63	141.98	145.98	146.98

CITY OF LATHROP

CONSTRUCTION SUPERINTENDENT

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

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

DISTINGUISHING CHARACTERISTICS:

The **Construction Superintendent** is a senior level position within the Construction Management Division of the Public Works Department; and exercises responsibility for planning, organizing and directing the work activities of the division and CIPs. The incumbent performs the more complex design and construction of CIPs, reviews project plans for design conformance and accuracy, and performs complex construction inspections requiring considerable knowledge of land development, planning, design standards and the regulations, construction and maintenance. This classification is distinguished from the next higher classification of Senior Construction Management Division.

SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the Senior Construction Manager, Public Works Director, or designee. May exercise- direct and indirect supervision over assigned professional, technical and functional construction inspection staff in the absence of the Senior Construction Manager.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Responsible for assisting the Senior Construction Manager in all construction projects and managing the work progress, inspections, repair or alteration work on major projects as it relates to citywide construction and CIP projects including street, parks, gutter, curb, sidewalk, parking lots, water and sewer systems, storm drain construction, underground improvements, lighting systems, landscaping, landscaping irrigation systems and facilities; performs and oversees the final inspection upon completion of projects.
- Provides high level technical support to the Senior Construction Manager and shares responsibility for all construction related activities and services; coordinates activities with City officials, departments, contractors, outside agencies, organizations and the public; provides complex staff assistance to the Senior Construction Manager and Public Works Department as needed; attends City Council and other public meetings as necessary.
- Assists with overseeing and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved Department budget; discusses and resolves budget issues with appropriate staff; implements

Construction Superintendent Page 2

adjustments as necessary.

- Evaluates and inspects traffic control plans, field traffic control and construction sites for safety, construction schedules, and construction workmanship; responsible for the preparation and updating of Standard Operating Procedures (SOPs).
- Observes, reviews, monitors and documents the work of contractors according to established procedures, including management of all project correspondence (incoming and outgoing oral and written communications, Requests for Propertient of all project (Rh1, o), memos, letters, submittals, change orders, contracts, and progress payments).
- Assures projects are constructed in accordance with the approved budget and schedule, plans and specifications; coordinates and manages City sub-contractors and consultants including special inspections for construction projects.
- Develops implements and maintains departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures project goals are achieved.
- Provides responsible and complex staff support to the Senior Construction Manager, City Engineer, Director of Public Works, City Manager, or their designee; develops recommendations for policies, laws, ordinances, resolutions, and programs related to construction and inspection activities.
- If assigned staff: assist in the selection, training, supervision and evaluation for all assigned staff; provides and/or coordinates staff training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of assigned department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations.
- Plans, directs, coordinates and participates in activities related to construction management/inspections and CIP s; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.
- Performs other duties as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Construction Superintendent Page 3

QUALIFICATIONS: (*The following are minimal qualifications necessary for entry into the classification.*)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Construction Superintendent. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible construction inspection experience in the public right-of-way, and a high school diploma or equivalent, supplemented by specialized coursework in pre-engineering or construction rechardles that an experience.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS (The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

Construction materials such as concrete, asphalt and piping; principles, practices, methods and materials used in public works construction; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including - computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; read, understand and interpret construction plans and specifications; inspect and analyze construction procedures and interpret code violations; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate a variety of tools used in construction inspection; operate an office computer and a variety of word processing and software applications.

Historical Data:

Adopted: December 14, 2020 by Resolution 20-_____ Bargaining Unit: LMCEA; FLSA Status: Exempt

CITY OF LATHROP

SENIOR CONSTRUCTION INSPECTOR III

(PUBLIC WORKS)

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general supervision, performs <u>the full array of duties assigned in theall</u> Construction Inspector <u>seriesduties</u>, including the most complex para-professional engineering, office and field work involving inspection in the public right-of-way, field testing and surveying; <u>serves as provides lead direction and</u> work instruction to assigned construction inspection staff; acts as a technical expert and serves as lead in <u>assigned_field_providing in-office</u>-customer service to the public and other departments; provides responsible <u>professionalstaff</u> assistance to the <u>Construction Superintendent</u>, <u>Senior Construction Manager</u>, <u>City Engineer</u> or the Director of Public Works/<u>City Engineer</u>; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Senior Construction Inspector III is the advanced journey levellead class inresponsible for coordinating the Construction Inspector series in which incumbents activities of assigned construction inspection staff and for the performance of both routine and complex duties within the work unit. Incumbents are considered highly skilled in making inspections and enforcing codes and regulations, and are responsible for inspecting, observing, measuring and testing materials utilized in construction of public facilities, such as streets, parks, storm drains, sidewalks, water, wastewater, street lighting, facilities and other construction, to assure compliance with City standards, codes and specifications. This class is distinguished from the next lower classification of Construction Inspector II by the performance of the most complex and difficult duties of the work unit and the exercise of higher-levellead responsibilities.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the <u>Senior Construction Manager</u>, <u>Principal Engineer or</u> Director of Public Works, or designee. Incumbents in this class do not routinely exercise/City Engineer. Exercise functional and technical supervision over lower level classes.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- <u>Assists ins planning, coordinating, prioritizing, Plans, coordinates, prioritizes, monitors and participates</u> in the work of assigned to the construction inspection <u>divisionstaff</u>; discusses job progress with <u>supervisorinspectors</u> and ensures that inspections are performed according to City standards; <u>may assist</u> in providing provides motivation and training to new employees for assigned personnel; monitors work <u>sites and projectsactivities</u> to ensure safe work practices, work quality and accuracy; assists in the evaluation of job performance.
- Performs the most complex inspections of the construction, repair or alteration work on major capital

SENIOR CONSTRUCTION INSPECTOR III Page 2

<u>improvement and infrastructure</u> projects; observes and measures materials used in street, parks, gutter, curb, sidewalk, parking lots, water and sewer systems, storm drain construction, underground improvements, street lighting systems, landscaping, landscaping irrigation systems, facilities and other City <u>Capital Improvementcapital</u> projects; takes samples and arranges for laboratory tests; performs final inspection upon completion of project.

- Prepares and processes progress payments for contractors; prepares daily construction reports; maintains general job records; reviews plans and specifications of assigned projects; responds to complaints related to construction activities at the counter and over the phone.
- Prepares a variety of <u>formal construction</u> reports and <u>activity</u> logs; submits <u>biweeklymonthly</u> time reports; <u>developer project billing and</u> drafts letters to contractors.
- Demonstrates a full understanding of applicable <u>laws</u>, policies, procedures and work methods associated with assigned duties; assists as survey party member; responds to questions and concerns from the general public.
- Serves as a technical advisor to City <u>management</u> staff and officials, public <u>utility</u> agencies, and members of the public; <u>serves as a liaisonprovides staff support</u> to <u>developers and construction groups</u> assigned to privateboards and <u>public capital projects</u> commissions; serves as a resource for other inspectors in all codes and their application.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Prime power duties as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (*The following are minimal qualifications necessary for entry into the classification.*)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior**-Construction Inspector III. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible construction

SENIOR CONSTRUCTION INSPECTOR III Page 3

inspection experience in the public right-of-way, and a high school diploma or equivalent, supplemented by specialized coursework in pre-engineering or construction technology.

License/Certificate:-----

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS (*The following are a representative sample of the KAS's necessary to perform essential duties of the position.*)

Knowledge of:

Construction materials such as concrete, asphalt and piping; principles, practices, methods and materials used in public works construction; methods and techniques of project <u>managementsupervision</u>, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and techniques of techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan ind, organize <u>assumments to meet dealines</u>, intert and realised in a write dealine in material dealines, make adjustments to standard operating procedures as necessary to improve organizational effectiveness; read, understand and interpret construction plans and specifications; inspect and analyze construction procedures and interpret code violations; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate a variety of tools used in construction inspection; operate an office computer and a variety of word processing and software applications.

CITY OF LATHROP MAINTENANCE WORKER I/II

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general supervision, <u>depending on assigned Department/Division</u> learns to perform and performs the full array of <u>routine and complex tasks and</u> duties <u>assigned to classes within</u> the Mantenance Worker, including skilled and semi-skilled work in streets, storm drain basins, parks, buildings and public facilities; assists other Public Works <u>and or Parks & Recreation crewsmaintenance units</u> when assigned; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

Maintenance Worker I

The **Maintenance Worker I** is the entry-level class in the Maintenance Worker series that allows the incumbent to develop journey level knowledge and abilities. -Initially, <u>depending on Department/Division</u> <u>assignments, incumbents perform skilled work</u> under immediate supervision; incumbents perform the more routine and less complex assignments within an established procedural framework, where there are minimal consequences of error, including a wide variety of maintenance and construction tasks in streets, parks, buildings and public facilities. Incumbents are expected to perform the full scope of assigned duties. This classification is alternatively staffed with Maintenance Worker II and incumbents may advance to the higher level after gaining experience, and demonstrating a level of proficiency that meets the qualifications of the higher-level classification.

Maintenance Worker II

The **Maintenance Worker II** is the journey level class in the Maintenance Worker series. Depending on Department/Division assignments, in which incumbents are expected to independently perform the full scope of assigned duties. Incumbents perform a full range of duties related to the operation, maintenance and repair of the City's streets, parks, buildings and public facilities. This classification differs from the next lower classification of Maintenance Worker I by the greater complexity of the assignments received, and the greater independence with which an incumbent is expected to operate. This classification is distinguished from the next higher classification of Maintenance Worker III in that the latter is an advanced journey level class responsible for the most difficult and complex skilled and semi-skilled work within the assigned Department/Division.

SUPERVISION RECEIVED/EXERCISED:

Depending on assigned Department/Division receives direction and reports to Maintenance Worker I Receives immediate supervision from the Director of Public Works or the Director of Parks & Recreation or his/her designee. If the Department/Division has a dedicated Maintenance Services Supervisor, incumbents may receive direction and report to this position.- Incumbents in this class do not routinely exercise supervision-

Maintenance Worker II

Updated by Resolution 20-

SENIOR-MAINTENANCE WORKER III Page 2

- Assists <u>assigned</u>the Maintenance Supervisor with evaluating <u>projects</u>service and equipment needs, and in developing work methods and procedures; assists in prioritizing requests for service and scheduling work; assists in the development of plans to meet future service needs.
- Ensures the quality and safety of work assignments in progress and upon completion; conducts daily inspections of work in progress; provides leadership, instruction and training to improve work standards, methods and procedures.
- <u>Serves as technical expertSupervises</u> and participates in the operation and upkeep of construction and maintenance equipment and/or machinery, including construction vehicles, power tools and equipment; assists in the training of <u>new staffassigned personnel</u>; ensures adherence to safe work methods, procedures and practices; conducts and participates in safety meetings; identifies training opportunities and needs for assigned Department/Division; makes recommendations to higher level staff; participates in the evaluation of assigned maintenance personnel.
- Investigates service requests and complaints made by the public; works with appropriate City staff to resolve issues; explains priorities, programs and policies to the public when required; responds to emergency calls from the public and other agencies, and takes appropriate action.
- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; evaluates assigned work projects; estimates time, materials and equipment necessary for the successful completion of the project; acquires necessary resources as is appropriate; prepares and maintains records of labor, equipment and material used; writes reports and correspondence on work performed.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Responsible for maintaining hazardous materials and supply inventory in an organized, clean, and safe configuration; provides inventory reports on a monthly basis for budgeting purposes and regulatory reporting.
- Conduct daily/weekly/monthly, etc. inspections of the facility, including all hazardous materials.
- Perform ongoing maintenance, completes corrective actions to maintain waste facilities and equipment in safe working condition in accordance with Permit conditions.
- Follow procedures for waste management and hazardous material or chemical handling, including sampling, weighing, and storing chemical containers; provides reports on a monthly basis for regulatory reporting.
- Follow prescribed safety procedures and complexe with state and federal laws regulating hazardous materials handling, hazardous waste management, and proper disposal methods.
- Participate in hazardous material and waste management training and professional development activities, including necessary certification.
- Assists with assigned Capital Improvement Projects as it relates to work in streets, storm drain basins, parks, buildings and public facilities.
- a composition intervals assigned.

- When assigned to Roads & Streets: Performs high level skilled street maintenance tasks involving the repair, maintenance and construction of curbs, gutters, sidewalks, streets, roadways, storm drains, pavement, and related facilities; removes debris from roads, drains, pedestrian walkways and public areas; performs weed abatement and graffiti removal; assists in the installation, maintenance and inspection of City signs, road markings, striping, and delineators; performs concrete sidewalk, curb, gutter, and ramp installation and repair; performs temporary and permanent pothole repairs and crack sealing; paints curbs; installs and repairs guardrails and barricades; mows and abates weeds on rights-of-way; sprays herbicides; conducts litter removal throughout the City.
- When assigned to Buildings and Public Facilities: Performs the full range of custodial dutics, including vacuuming, mopping, waxing and buffing floors; shampoos carpets; washes windows and performs miscellaneous custodial duties; performs interior and exterior painting and staining; performs maintenance, diagnostic and minor carpentry, plumbing and electrical work; assists in the assembly and moving of office furniture and equipment.
- When assigned to Parks: Performs high level skilled maintenance, repair, construction and installation work in parks, landscape areas, and recreational facilities; cleans and maintains grounds, paved areas, paths and walkways; picks up trash and litter; opens, cleans and maintains all restrooms; installs, repairs and maintains irrigation systems; adjusts, repairs and replaces timing mechanisms; inspects playground materials as assigned to ensure equipment is ready for public use; performs weed control, shrub planting and trimming; mixes and applies herbicides and pesticides in a safe manner; operates and maintains a variety of hand and power landscaping tools and equipment.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants, and may be exposed to mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, enter confined spaces, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior-Maintenance Worker_III**. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in the construction, repair and maintenance of streets, parks or buildings and grounds, and a high

school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license. For some vehicles, possession of a class B California driver's license might be required. Possession of a Pesticide Applicator's certificate issued by the state of California is desirable.

Training Requirements:

<u>All Classes</u>

- Initial training-- CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
 - Annual Refresher CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
- <u>CPR/First Aid/AED, Blood Borne Pathogens</u>
- Defensive Driving Course
- Traffic Control/Flagger

When Assigned to Parks

- Playground Inspection Training Certification Courses
- PAPA Pesticide Application Certification/Review, CA. Department of Pesticide Regulation
 Training
- Certified Irrigator Repair Certificate

When Assigned to Buildings and Public Facilities

General Electrical Workshop Course - Basics to Troubleshooting

When Assigned to Roads & Streets

- PAPA Pesticide Application Certification/Review, CA. Department of Pesticide Regulation
 Training
- Certified Irrigator Repair Certificate

SENIOR-MAINTENANCE WORKER III Page 5

KNOWLEDGE/ABILITIES/SKILLS: (*The following are a representative sample of the KAS's necessary to perform essential duties of the position.*)

Knowledge of:

Modern principles, practices, techniques and materials used in the maintenance, construction and repair of streets, parks, building and grounds; operational characteristics of specialized construction and maintenance tools and equipment; characteristics and safe application methods of herbicides and pesticides; principles and practices of project development and cost estimating; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; basic principles of mathematics and record keeping; occupational hazards and standard safety practices.

Ability to:

Oversee, lead and perform construction, maintenance and repair activities related to the City's streets, parks, buildings and grounds; safely operate a variety of tools and equipment used in construction and maintenance activities; estimate time and materials for completion of projects; read and interpret blueprints; work independently in the absence of supervision; perform the more complex and difficult maintenance activities; perform heavy manual labor; plan, organize and direct the work of subordinate staff; respond to after hours call-outs as assigned; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

<u>Skill to:</u>

Safely and effectively, operate a variety of maintenance and construction equipment, tools and materials; operate an office computer and a variety of software applications.

CITY OF LATHROP SENIOR MAINTENANCE WORKER III

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general supervision, depending on assigned Department/Division, direction, leads, oversees, reviews and performs the full array of work activities and duties assigned to the Maintenance Worker seriesmaintenance crews, including the most difficult and complex skilled and semi-skilled work construction, maintenance and repair activities in streets, storm drain basins, parks, buildings and public facilities; assists other Public Works and or Parks & Recreation crews when assigned; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; serves as technical expert in assigned fi providing customer service to the public and other departments; provides responsible professional assistance to the Director of Public Works, the Director of Parks & Recreation or his/her designceassumes responsibility for the more difficult and complex tasks; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The Senior Maintenance Worker III is the advanced journey level classification in the Maintenance Worker series. Depending on Department/Division assignments, incumbentsIncumbents perform skilled work in the construction, maintenance and repair of streets, parks, buildings and public facilities, and provide lead direction and training to assigned crews. -This classification is distinguished from the next higher classification of Maintenance Services Supervisor in that the latter is a supervisory level class responsible for overseeing an assigned maintenance function within the Department/Division.

SUPERVISION RECEIVED/EXERCISED:

Depending on assigned Department/Division. receives direction and reports to the Director of Public Works or the Director of Parks & Recreation or his/her designee. If the Department/Division has a dedicated Maintenance Services Supervisor, incumbents may receive direction and report to this position. Incumbents in this class do not routinely exercise supervision over lower level classes; may oversee work assignments performed by contract/contractor.

Receives direction from the Maintenance Services Supervisor or higher level management staff. Exercises technical and functional supervision over assigned maintenance staff.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

• <u>Assists is planning, coordinating, prioritizing, and participates in the work assigned to the maintenance</u> <u>divisionLeads, oversees, reviews and performs the work of staff</u> responsible for the construction, maintenance and repair of streets, parks, buildings and public facilities; operates and inspects City streets, parks and facilities to identify maintenance needs; <u>assists in the developmentdevelops</u> and implements <u>projecterew</u> assignments; <u>provides expert level assistance to assists</u> maintenance staff in troubleshooting and performing the more complex maintenance and repair activities.

SENIOR MAINTENANCE WORKER III Page 2

- Assists <u>assigned</u>the Maintenance Supervisor with evaluating <u>projectsservice</u> and equipment needs, and in developing work methods and procedures; assists in prioritizing requests for service and scheduling work; assists in the development of plans to meet future service needs.
- Ensures the quality and safety of work assignments in progress and upon completion; conducts daily inspections of work in progress; provides leadership, instruction and training to improve work standards, methods and procedures.
- <u>Serves as technical expertSupervises</u> and participates in the operation and upkeep of construction and maintenance equipment and/or machinery, including construction vehicles, power tools and equipment; assists in the training of <u>new staffassigned personnel</u>; ensures adherence to safe work methods, procedures and practices; conducts and participates in safety meetings; identifies training opportunities and needs for assigned Department/Division; makes recommendations to higher level staff; participates in the evaluation of assigned maintenance personnel.
- Investigates service requests and complaints made by the public; works with appropriate City staff to resolve issues; explains priorities, programs and policies to the public when required; responds to emergency calls from the public and other agencies, and takes appropriate action.
- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties; evaluates assigned work projects; estimates time, materials and equipment necessary for the successful completion of the project; acquires necessary resources as is appropriate; prepares and maintains records of labor, equipment and material used; writes reports and correspondence on work performed.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Responsible for maintaining hazardous materials and supply inventory in an organized, clean, and safe configuration; provides inventory reports on a monthly basis for budgeting purposes and regulatory reporting.
- Conduct daily/weekly/monthly, etc. inspections of the facility, including all hazardous materials.
- Perform- ongoing maintenance, complete- corrective actions to maintain waste facilities and equipment in safe working condition in accordance with Permit conditions.
- Follow procedures for waste management and hazardous material or chemical handling, including sampling, weighing, and storing chemical containers; provides reports on a monthly basis for regulatory reporting.
- Follow prescribed safety procedures and completer with state and federal laws regulating hazardous materials handling, hazardous waste management, and proper disposal methods.
- Participate in hazardous material and waste management training and professional development activities, including necessary certification.
- Assists with assigned Capital Improvement Projects as it relates to work in streets, storm drain basins, parks, buildings and public facilities.
- thereforms order duties as assigned.

- When assigned to Roads & Streets: Performs high level skilled street maintenance tasks involving the repair, maintenance and construction of curbs, gutters, sidewalks, streets, roadways, storm drains, pavement, and related facilities; removes debris from roads, drains, pedestrian walkways and public areas; performs weed abatement and graffiti removal; assists in the installation, maintenance and inspection of City signs, road markings, striping, and delineators; performs concrete sidewalk, curb, gutter, and ramp installation and repair; performs temporary and permanent pothole repairs and crack sealing; paints curbs; installs and repairs guardrails and barricades; mows and abates weeds on rights-of-way; sprays herbicides; conducts litter removal throughout the City.
- When assigned to Buildings and Public Facilities: Performs the full range of custodial duties, including vacuuming, mopping, waxing and buffing floors; shampoos carpets; washes windows and performs miscellaneous custodial duties; performs interior and exterior painting and staining; performs maintenance, diagnostic and minor carpentry, plumbing and electrical work; assists in the assembly and moving of office furniture and equipment.
- When assigned to Parks: Performs high level skilled maintenance, repair, construction and installation work in parks, landscape areas, and recreational facilities; cleans and maintains grounds, paved areas, paths and walkways; picks up trash and litter; opens, cleans and maintains all restrooms; installs, repairs and maintains irrigation systems; adjusts, repairs and replaces timing mechanisms; inspects playground materials as assigned to ensure equipment is ready for public use; performs weed control, shrub planting and trimming; mixes and applies herbicides and pesticides in a safe manner; operates and maintains a variety of hand and power landscaping tools and equipment.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants, and may be exposed to mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, enter confined spaces, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions and often work with constant interruptions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (*The following are minimal qualifications necessary for entry into the classification.*)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior**-Maintenance Worker_III. A typical way of obtaining the required qualifications is to possess the equivalent of three years of increasingly responsible experience in the construction, repair and maintenance of streets, parks or buildings and grounds, and a high

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school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license. For some vehicles, possession of a class B California driver's license might be required. Possession of a Pesticide Applicator's certificate issued by the state of California is desirable.

Training Requirements:

All Classes

- Initial training-- CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
 - Annual Refresher CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
- <u>CPR/First Aid/AED, Blood Borne Pathogens</u>
- Defensive Driving Course
- Traffic Control/Flagger

When Assigned to Parks

- Playground Inspection Training Certification Courses
- PAPA Pesticide Application Certification/Review, CA. Department of Pesticide Regulation
 Training
- Certified Irrigator Repair Certificate

When Assigned to Buildings and Public Facilities

General Electrical Workshop Course - Basics to Troubleshooting

When Assigned to Roads & Streets

- PAPA Pesticide Application Certification/Review, CA. Department of Pesticide Regulation
 Training
- Certified Irrigator Repair Certificate

SENIOR MAINTENANCE WORKER III Page 5

KNOWLEDGE/ABILITIES/SKILLS: (*The following are a representative sample of the KAS's necessary to perform essential duties of the position.*)

Knowledge of:

Modern principles, practices, techniques and materials used in the maintenance, construction and repair of streets, parks, building and grounds; operational characteristics of specialized construction and maintenance tools and equipment; characteristics and safe application methods of herbicides and pesticides; principles and practices of project development and cost estimating; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; basic principles of mathematics and record keeping; occupational hazards and standard safety practices.

Ability to:

Oversee, lead and perform construction, maintenance and repair activities related to the City's streets, parks, buildings and grounds; safely operate a variety of tools and equipment used in construction and maintenance activities; estimate time and materials for completion of projects; read and interpret blueprints; work independently in the absence of supervision; perform the more complex and difficult maintenance activities; perform heavy manual labor; plan, organize and direct the work of subordinate staff; respond to after hours call-outs as assigned; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Safely and effectively operate a variety of maintenance and construction equipment, tools and materials; operate an office computer and a variety of software applications.

CITY OF LATHROP MAINTENANCE SERVICES SUPERVISOR

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

<u>Under direction, depending on assigned Department/Division performs the full array of the most difficult</u> and complex skilled and semi-skilled work assigned to the Maintenance Worker series, includingUnder direction, supervisinger, coordinangler, directings and evaluatingers the work of staff involved in parks maintenance, street maintenance, facility maintenance, and facility custodial activities; assists in the research and implementation of new programs and projects; ensures safe work practices, work quality and accuracy; maintains appropriate work_and_project_records which may include timecards, contract management, tool and supply inventory and work orders; serves as a technical expert in assigned field tasks and a resource for assigned staff; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

Depending on assigned Department/Division the Maintenance Services Supervisor is the supervisory level classification responsible for overseeing an assigned maintenance function within the Parks and Recreation Department or the Public Works Department, including planning and scheduling staff assignments, and-monitoring work production and performing complex skilled work in the construction, maintenance and repair of streets, parks, buildings and public facilities, and provide lead direction and training to assigned crews... The incumbent provides ongoing monitoring of service delivery, and responds to customer complaints and concerns. This classification is distinguished from the next higher classification of the Utility and Streets Maintenance Superintendent in that the latter is responsible for the management of multiple operational and maintenance units within the Department.

SUPERVISION RECEIVED/EXERCISED:

Depending on assigned Department Division, if assigned to Public Works rReceives direction from the Utility and Streets Maintenance Superintendent, Public Works Director, or his lassigned. If assigned to Parks and Recreation, receives directions from the Parks and Recreation Superintendent. Parks and Recreation Director, or his lassigned and recreation over assigned staff; may oversee work assignments performed by contract/contractor.-

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Plans, prioritizes, assigns, supervises and reviews the work of staff involved in the construction, maintenance and repair of City streets, parks, buildings and facilities; implements safety programs and ensures safe work practices, work quality and accuracy; oversees and monitors maintenance work and activities provided by outside contractors.
- Participates in the development and implementation of goals, objectives, policies and procedures; evaluates work methods and procedures for improving unit performance and meeting goals; ensures that goals are achieved; assists in the research and implementation of new programs.

MAINTENANCE SERVICES SUPERVISOR Page 2

- Participates in the selection and training of maintenance personnel; assumes responsibility for motivating and evaluating assigned personnel; provides or arranges for necessary training; initiates discipline procedures as is appropriate.
- Develops and monitors schedules, methods and procedures for performing assigned duties; conducts daily inspections of work in progress; monitors work activities to ensure safe work practices, work quality and customer service; ensures compliance with applicable rules, policies and procedures; maintains appropriate work records and documents; prepares statistical and/or analytical reports on operations as necessary.
- Participates in the development of the maintenance services budget; assists in monitoring the approved budget; coordinates with outside vendors for various supplies and services; oversees and maintains the inventory, maintenance and operating condition of departmental tools, equipment and supplies; requisitions and orders needed materials, parts and equipment; responsible for tracking inventory of tools and supplies and providing inventory reports for budget purposes to the department's assigned Management Analyst or Finance Manager; responsible for tracking warranty items and submitting proper claims when necessary for repairs.²⁷
- Evaluates and recommends work projects and activities; estimates time, materials and equipment necessary for successful completion of work; identifies and reviews resource needs with appropriate management staff; allocates resources accordingly; schedules work with outside contractors and developers; attends pre-construction meetings.
- Participates in all maintenance activities, including sprinkler installation and repair, street maintenance, facility repairs and facility custodial activities; inspects streets, parks and facilities and identifies maintenance needs; supervises and assists in the application of herbicides and pesticides; supervises and participates in the operation of construction and maintenance equipment and/or machinery including construction vehicles, power tools and equipment.
- <u>Coordinates, schedules and procures fleet maintenance service appointments and repairs for City fleet</u> vehicles and heavy equipment; procures and applies proper purchasing procedures when selecting service repairs or purchasing replacement equipment; tracks mileage and provides reports of vehicles and equipment ready for surplus.
- Addresses and responds to customer service questions, inquiries and concerns; establishes and maintains a customer service orientation within the <u>assigned UunitUnit</u>.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Responsible for overseeing adherence of maintaining hazardous materials and supply inventory in an organized, clean, and safe configuration; responsible for maintaining hazardous materials and supply inventory in an organized, clean, and safe configuration; provides inventory reports on a monthly basis for budgeting purposes and regulatory reporting. -

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MAINTENANCE SERVICES SUPERVISOR Page 3

- Ensure daily/weekly/monthly, etc. inspections of the facility are conducted, including all hazardous materials and hazardous waste; in absence of available staff conduct daily/weekly/monthly, etc. inspections of the facility, including all hazardous materials.
 - Ensure ongoing maintenance and complete corrective actions are performed to maintain waste facilities and equipment in safe working condition in accordance with Permit conditions; in <u>absence of available staff conduct ongoing maintenance</u>, complete corrective actions to maintain waste facilities and equipment in safe working condition in accordance with Permit conditions.
- Follow procedures for waste management and hazardous material or chemical handling, including sampling, weighing, and storing chemical containers; provides reports on a monthly basis for regulatory reporting.-
- Follow prescribed safety procedures and comply with state and federal laws regulating hazardous materials handling, hazardous waste management, and proper disposal methods.
- Participate in hazardous material and waste management training and professional development activities, including necessary certification.
- Assists with assigned Capital Improvement Projects as it relates to work in streets, storm drain basins, parks, buildings and public facilities.
 - · Perform-other duties as assigned
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- When assigned to Roads & Streets: Serves as technical expert in assigned field; performs high level skilled street maintenance tasks involving the repair, maintenance and construction of curbs, gutters, sidewalks, streets, roadways, storm drains, pavement, and related facilities; removes debris from roads, drains, pedestrian walkways and public areas; performs weed abatement and graffiti removal; assists in the installation, maintenance and inspection of City signs, road markings, striping, and delineators; performs concrete sidewalk, curb, gutter, and ramp installation and repair; performs temporary and permanent pothole repairs and crack sealing; paints curbs; installs and repairs guardrails and barricades; mows and abates weeds on rights-of-way; sprays herbicides; conducts litter removal throughout the City.
- When assigned to Buildings and Public Facilities: Serves as technical expert in assigned field; performs the full range of custodial duties, including vacuuming, mopping, waxing and buffing floors; shampoos carpets; washes windows and performs miscellaneous custodial duties; performs interior and exterior painting and staining; performs maintenance, diagnostic and minor carpentry, plumbing and electrical work; assists in the assembly and moving of office furniture and equipment.
- When assigned to Parks: Serves as technical expert in assigned field; performs high level skilled maintenance, repair, construction and installation work in parks, landscape areas, and recreational facilities; cleans and maintains grounds, paved areas, paths and walkways; picks up trash and litter; opens, cleans and maintains all restrooms; installs, repairs and maintains irrigation systems; adjusts, repairs and replaces timing mechanisms; inspects playground materials as assigned to ensure equipment is ready for public use; performs weed control, shrub planting and trimming; mixes and applies herbicides and pesticides in a safe manner; operates and maintains a variety of hand and power

landscaping tools and equipment.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants, and may be exposed to mechanical hazards. The nature of the work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, enter confined spaces, drive motorized vehicles and heavy equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions. The incumbent may be required to respond to after hours emergency call-outs and perform routine standby duties.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (*The following are minimal qualifications necessary for entry into the classification.*)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Maintenance Services Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience in street, parks or facilities maintenance, including two years of lead or supervisory experience, and a high school diploma or equivalent. Supplemental coursework or specialized training in construction, grounds maintenance or facilities maintenance is desirable.

License/Certificate:

Possession of, or ability to obtain a Class C California driver's license. Possession of, or ability to obtain, a Pesticide Applicator's Certificate issued by the State of California.

Training Requirements:

- Initial training CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
- Annual Refresher CA Title 22 Hazardous Waste Generator Training (4 hour), Site Specific Emergency Response Contingency Plan Action Guide Training (2 hour), HAZCOM Training (2 hour).
- <u>CPR/First Aid/AED, Blood Borne Pathogens</u>

MAINTENANCE SERVICES SUPERVISOR Page 5

Defensive Driving Course

Traffic Control/Flagger

When Assigned to Parks

- Playground Inspection Training Certification Courses
- PAPA / Possession of, or ability to obtain, a Pesticide Application Certification/Review, CA.
 Department of Pesticide Regulation Training Pesticide Applicator's Certificate issued by the State of California. Certified Irrigator Repair Certificate

When Assigned to Buildings and Public Facilities

General Electrical Workshop Course - Basics to Troubleshooting

When Assigned to Roads & Streets

- <u>PAPA/ Pesticide Application Certification/Review, CA. Department of Pesticide Regulation</u>
 <u>Training</u>
- Certified Irrigator Repair Certificate

KNOWLEDGE/**ABILITIES**/**SKILLS**: (*The following are a representative sample of the KAS's necessary to perform essential duties of the position.*)

Knowledge of:

Modern principles and practices of street, parks and facilities maintenance and repair; operational characteristics of specialized construction, landscaping and maintenance tools and equipment; characteristics of irrigation systems, timers and controls; principles and practices of project development and cost estimating; principles and practices of budget development and administration; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; basic principles of mathematics and record keeping; occupational hazards and standard safety practices.

Ability to:

Supervise and direct the operations and activities of assigned maintenance units in the Public Works Department; plan, organize and direct the work of subordinate staff; safely operate a variety of tools and equipment used in construction, maintenance and repair; estimate time and materials for completion of projects; coordinate and conduct training programs for staff; respond to issues and concerns from the community; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

<u>Skill to:</u>

Safely and effectively operate a variety of maintenance and construction equipment, tools and materials; operate an office computer and a variety of software applications.

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CITY OF LATHROP

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RECREATION LEADER

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. -Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under close supervision, the **Recreation Leader** assists in conducting a wide variety of recreational and educational activities, <u>monitors events</u>, <u>and classes</u>, <u>and programs</u> including but not limited to before and after school programs for youth, teen programs, senior activities, leisure enrichment classes, youth and adult sports, city special events, as well as providing administrative support and customer service at City facilities <u>and performs a variety of custodial duties</u>.

DISTINGUISHING CHARACTERISTICS:

The **Recreation Leader** is the entry level support class responsible for providing support to recreation staff for the implementation of a wide variety of recreation classes and programs and is responsible for general custodial and facility related concerns.— This classification is distinguished from the next higher level of Senior Recreation Leader in that the latter acts with greater independence, plans program content, and provides lead supervision or and has the responsibility for more than one center.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Recreation Supervisor and/or Recreation Coordinator. May receive lead and/or functional supervision from a Senior Recreation Leader. Incumbents in this may be required class do not to routinely exercise assisted supervision of programs or facilities. -

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

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- Oversees participants and volunteers in a recreation program, activity or facility;
- Provides assistance to customers inquiring about or using the- City-'s facility ies; monitors facility rentals and classes; answers phones and directs the public;
- Perform routine custodial duties such as sweeping, scrubbing, washing windows, cleaning restrooms, removing waste materials and garbage, and vacuuming carpets;
- Provides direction and assistance in resolving rental issues and, facility-/-classroom problems
- Maintains program discipline;

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- Accompanies participant groups at special events or on program outings;
- Monitors the facility during the duration of scheduled rental periods, scheduled classes or city programs; ensures compliance with all facility rules and regulations, anticipates and resolves issues quickly;
- Provides feedback regarding program development and activity schedule;
- Develops and distributes promotional and marketing information and assists the public with questions and problems;
- Opens, closes, secures and maintains a safe program environment <u>at City facilities</u> and facility; conducts <u>routine walk around</u>-safety checks;
- •—Sets up <u>and</u>or prepares tables, chairs, equipment, and supplies for programs or scheduled activities;
- Assist <u>renters</u>, <u>visitors</u>, <u>with</u> and <u>maintains</u> records and <u>instructors</u> with equipment <u>setup/function and general service requests</u>;
- Completes inventory of necessary program supplies;
- Completes facility cleaning checklist during assigned shifts and notes items of concern to supervisor;
- <u>Completes participant counts and updates intoprepares</u> attendance <u>logs; reports;</u>
- Attends mandatory pre-service and in-service training and meetings;
- Answer phones; accept payments for program registration or facility reservations;
- Answer program related questions and provide exceptional customer service;
- Actively participates Performs other duties of a similar nature or level.
- Participates in-all program activities, including games, sports, arts and crafts, field trips and homework time; provides supervision for the participants during all times; actively communicates with -program participants¹/₂.

ESSENTIAL FUNCTIONS (Continued)

- Monitors activities; disciplines program participants as needed; speaks with <u>participants, or</u> parents <u>of program participants as necessary</u> regarding their concerns and complaints;.
- Attends monthly program meetings; provides ideas for program content; assists with implementation programming; -
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is

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required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

<u>QUALIFICATIONS</u>:— (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation Leader**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience implementing recreation programs or events, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR<u>, First</u> <u>Aid, AED, Sexual Harassment and Mandated Reporter</u> certification.

KNOWLEDGE/ABILITIES/SKILLS: (The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

General recreation programming and activities for all ages; general customer service, child development and age appropriate activities and projects; facility monitoring, basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping, report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Assist with planning, coordination and implementation of a variety of Citywide recreation programs rental and special events, including preparing activities and projects; interact with children, adults, seniors and provide a safe and nurturing environment; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate standard recreation tools and equipment; operate an office computer and a variety of word processing and software applications.

HOURS:

Recreation Leaders will work both traditional and non-traditional hours including weekends and nights. The work load and availability of hours for these positions varies throughout the year.

CITY OF LATHROP

SENIOR RECREATION LEADER

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications <u>may not include all</u> duties performed by individuals within a classification. In addition, specifications are intended to outline the <u>minimum</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general supervision, plans, develops, <u>monitors</u> and implements <u>childcare-recreation</u> programs <u>and</u> <u>facility usage.</u>, which may include a before and after school program and day camp; works directly with the children; plans activities and program content; assists with the Summer Food Program; <u>Assists Recreation</u> <u>Supervisor in planning, organizing, scheduling recreation programs and the use of city facilities, performs other related duties as required assigned</u>.

DISTINGUISHING CHARACTERISTICS:

The **Senior Recreation Leader** is the advanced journey level support classification in the Parks and Recreation department in which the incumbents are expected to independently perform the full scope of assigned duties. The incumbent performs a full range of program coordination and facility responsibilities₂₃ including planning and developing activities and games for the childcare programs. This class is distinguished from the next higher classification of Recreation Coordinator in that the latter has overall responsibility for an assigned program area.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a Recreation Supervisor. May exercise technical and functional supervision over assigned lower staff.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Plans, develops and implements <u>childcare recreational programs and facility usage</u>, which <u>may</u> include a before and after school programs and day camps; works directly with <u>the childrenprogram participants</u>; <u>Opens and closes the operations of the parks and recreation facilities regularly and performs custodial maintenance work as needed, or emergency work.plans activities and program content involving weekly themes; assists with the Summer Food Program which provides free breakfast and lunch to children.
 </u>
- Communicates with children and parents; participates in all activities, including games, crafts and homework time; redirects behavior as necessary; supervises playtimecustomers, program participants and contractors.
- Prepares and, tracks paperwork associated with programs and facility usage.
- Monitors records for program and facility usage permits; takes payments from customers; notifies supervisors and customers of pending permit paperwork, and past due accounts.

Updated by Resolution 20-___

SENIOR RECREATION LEADER Page 2

- Sets up for program activities daily; cleans up after all activities; orders all necessary supplies for program activities; organizes and plans special events or holiday activities.
- Monitors and maintains records for the hours children participate in programs; takereceives payments from parentscustomers; check-verify and ad-applyies payments made by program participants; notifies supervisor and parents of past due accounts; maintains daily participant counts.
- **.**....
- Assists with hiring, training and supervising part time staff;

schedules part time staff according to forecasted needs to ensure necessary ration of staff to children; prepares time sheets for payroll; monitors part time staff hours.

- Assists with training and oversight of part time employees.
- Monitors facility usage on weeknights, weekends, evenings, and holidays.
- Informs customers of local laws, policies and procedures pertaining to facility use and safety, and ensure that users are in compliance.
- Assists Recreation Supervisor in organizing, scheduling and evaluating both indoor and outdoor facility conditions.
- Provides clerical support, program registration, answer telephones, and maintain correspondence with other divisions or departments.
- Sets up tables, chairs, and necessary equipment for recreation programs and facility rentals.
- Assists with Summer Food Program, which includes ordering meals from Manteca Unified School District, monitoring and tracking the number of meals ordered, ensuring that the meals are distributed properly and that all program guidelines are followed; prepares monthly claim for the state reimbursement of the food program.
- Performs minor first aide; fills out incident reports; notifiescalls parents if injury or illness necessitates.
- Establishes positive working relationships with <u>the general-public, program participants, representatives</u> of community organizations, state/local agencies and associations, <u>c</u>City management and staff., and the public
- Performs routine facility safety checks. to ensure the safety of patrons.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, refuse, papers, and documents, and other items weighing up to 25 pounds also is required.

Updated by Resolution 20-_

SENIOR RECREATION LEADER Page 3

Additionally, the incumbent in this As needed, this positon may work outdoors in wet, hot or cold position works in all weather conditions, including wet, hot and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Senior Recreation Leader**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience implementing recreation programs or events, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification.

KNOWLEDGE/**ABILITIES**/**SKILLS:** (*The following are a representative sample of the KAS's necessary to perform essential duties of the position.*)

Knowledge of:

Modern principles and practices of developing and implementing childcare programs; children's programming and activities; child development and age appropriate activities and projects; <u>B</u>basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

<u>Prepare</u>, manage, track paperwork associated with recreation programs and facility usagePlan and implement before and after school programs and the day camp program, including preparing activities and projects; interact with children and provide a safe and nurturing environment; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate standard recreation tools and equipment; operate an office computer and a variety of word processing and software applications.

HOURS:

Updated by Resolution 20-____

SENIOR RECREATION LEADER Page 4

The Senior Recreation Leader will work a traditional, non-traditional, and split-shift hours including weekdays, weekends, evenings, and holidays.

Updated by Resolution 20-____

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CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	CREATE CIP PS 21-06 LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT
RECOMMENDATION:	Adopt Resolution Approving the Creation of CIP PS 21-06 Lathrop Road and Harlan Road Intersection Improvements and Approve Related Budget Amendment

SUMMARY:

Creation of a new Capital Improvement Project (CIP) PS 21-06 for Lathrop Road and Harlan Road Intersection Improvements is needed to correct existing traffic control deficiencies. CIP PS 21-06 will be acting on the recommendation from the Traffic Impact Report for CFT NV Developments, LLC (CFT) – Phase 2 (Panda Express-Sonic-Dutch Brothers), provided by the Crane Transportation Group and included as Attachment "C", which identified certain corrections that need to be made to the existing intersection.

Staff is requesting that City Council approve the creation of CIP PS 21-06 with a total initial budget of \$100,000. The creation of this CIP and allocation of funds will allow staff to move forward with engineering design and construction.

BACKGROUND:

The intersection of Lathrop Road and Harlan Road currently has some traffic circulation and control deficiencies. The proposed project will provide the following:

- Two exclusive left turn lanes and a combined through/right turn lane on northbound Harlan Road.
- Removal of the raised island median on Harlan Road south of W. Lathrop Road at the entrance to the existing northbound left turn lane and the Burger King-O'Reilly's driveway.
- Extension of the left turn lane on the eastbound W. Lathrop Road approach to Harlan Road by at least 75 feet.

The existing conditions do not provide adequate storage for the traffic, which creates excessive delay. Providing two long left-turn lanes on Harlan Road and a longer left turn lane on Lathrop Road will allow for proper storage of vehicles without disrupting and blocking the through traffic on both Lathrop and Harlan Roads.

CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING CREATE CIP PS 21-06 LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT

The Lathrop Road/Harlan Road traffic signal will be coordinated with the Lathrop Road/Cambridge Drive and Lathrop Road/Fifth Street traffic signals in conjunction with the improvements completed under CIP PS 21-06, which will promote efficient traffic flow through the Lathrop Road corridor.

REASON FOR RECOMMENDATION:

Creation of a new Capital Improvement Project (CIP) PS 21-06 for Lathrop Road and Harlan Road Intersection Improvements is needed to provide proper traffic circulation and correct existing deficiencies. The creation of this CIP and allocation of funds will allow staff to move forward with engineering design and construction.

FISCAL IMPACT:

The total estimated cost to improve current traffic deficiencies on Lathrop Road and Harlan Road is \$100,000. Funds are available in the Street Reserve Account. Staff requests City Council approve the creation of CIP PS 21-06 and a budget amendment transferring \$100,000 from the General Fund – Street Reserves Account (1010) to the Streets CIP Fund (3310) as follows:

Increase Transfer Out 1010-9900-990-9010		\$100,000
<u>Increase Transfer In</u> 3310-9900-393-0000	PS 21-06	\$100,000
Increase Expenditures 3310-8000-420-12-00	PS 21-06	\$100,000
Decrease Reserve 1010-251-03-00		\$100,000

ATTACHMENTS:

- A. Resolution Approving the Creation of CIP PS 21-06 Lathrop Road and Harlan Road Intersection Improvements and Approve Related Budget Amendment
- B. Vicinity Map
- C. Traffic Impact Report, for CFT Phase 2 (Panda Express-Sonic-Dutch Brothers), project in the City of Lathrop, CA., prepared by the Crane Transportation Group

CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING CREATE CIP PS 21-06 LATHROP ROAD AND HARLAN ROAD INTERSECTION **IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT**

APPROVALS:

Bellal Nabizadah Junior Engineer

Brad Taylor Associate Engineer

Michael King^C Public Works Director

Cań Finance & Administrative Services Director

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

<u>11/23/202()</u> Date

11/23/2020 Date

11/24/2020 Date

12/1/2020 Date

12-1-2020

Date

12.7.2020 Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CIP PS 21-06 LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, the proposed project will provide the following at the intersection of Lathrop Road and Harlan Road:

• Two exclusive left turn lanes and a combined through/right turn lane on northbound Harlan Road.

• Removal of the raised island median on Harlan Road south of W. Lathrop Road at the entrance to the existing northbound left turn lane and the Burger King-O'Reilly's driveway.

• Extension of the length of the left turn lane on the eastbound W. Lathrop Road approach to Harlan Road by at least 75 feet; and

WHEREAS, staff is requesting that Council approve the creation of CIP PS 21-06 Lathrop Road and Harlan Road Intersection Improvements and related budget amendment as detailed below:

Increase Transfer Out 1010-9900-990-9010		\$100,000
Increase Transfer In 3310-9900-393-0000	PS 21-06	\$100,000
Increase Expenditures 3310-8000-420-12-00	PS 21-06	\$100,000
Decrease Reserve 1010-251-03-00		\$100,000

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP PS 21-06 Lathrop Road and Harlan Road Intersection Improvements; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Lathrop does hereby authorize the budget amendment to the following accounts:

Increase Transfer Out 1010-9900-990-9010		\$100,000
Increase Transfer In 3310-9900-393-0000	PS 21-06	\$100,000
Increase Expenditures 3310-8000-420-12-00	PS 21-06	\$100,000
Decrease Reserve 1010-251-03-00		\$100,000

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

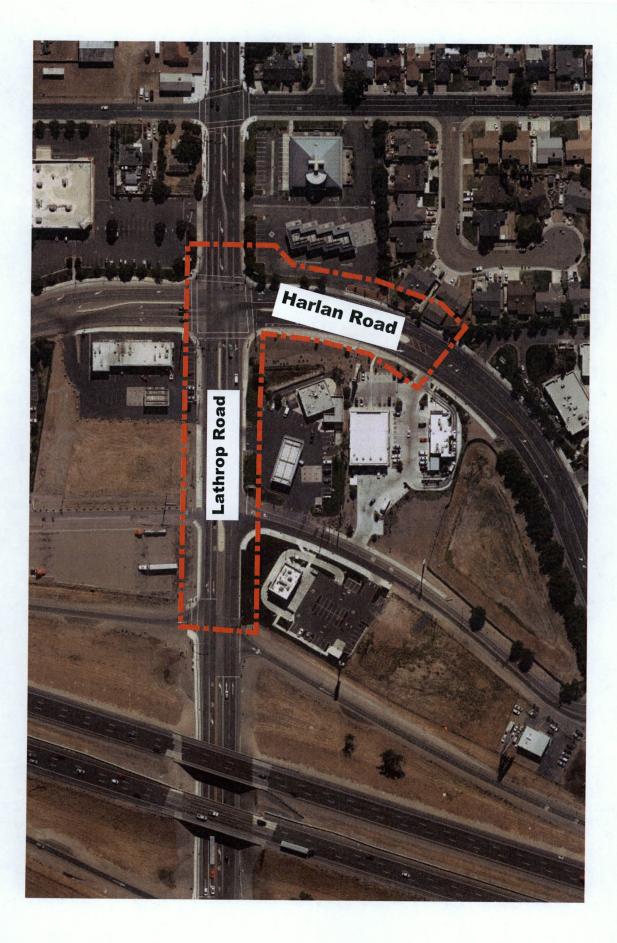
Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



TRAFFIC IMPACT REPORT

CFT – PHASE 2 (Panda Express-Sonic-Dutch Brothers) PROJECT IN THE CITY OF LATHROP, CA

December 9, 2019

Prepared for: THE CITY OF LATHROP

Prepared by: Mark D. Crane, P.E. California Registered Traffic Engineer (#1381) CRANE TRANSPORTATION GROUP 2621 E. Windrim Court Elk Grove, CA 95758 (916) 647-3406 cranetransgroup@gmail.com

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## I. INTRODUCTION

This report has been prepared at the request of the City of Lathrop to determine the potential circulation impacts due to development of a Panda Express restaurant (with drive through window), a Sonic fast food restaurant (with drive through window) and a Dutch Brothers coffee facility (with drive through window) on adjacent parcels just south of W. Lathrop Road and between Old Harlan Road and the I-5 freeway (see **Figures 1** and **2**). Impacts have been determined for existing and year 2022 horizons (the cumulative year in the City's TMP circulation system improvement program) at West Lathrop Road intersections between the I-5 interchange and New Harlan Road as well as at Harlan Road/Old Harlan Road just south of the project area. Analysis has included level of service and delay at each intersection, vehicle queuing on critical approaches to select intersections and the possibility that some project traffic may use the Burger King-O'Reilly's Auto Parts parking lot (just east of Old Harlan Road and the project) for access to Harlan Road. In addition, each on-site circulation plan has been evaluated in the context of city code criteria and adequacy of expected drive through operation. Finally, recommendations have been made to improve all existing deficiencies or as well as all potential impacts due to the project.

## **II. SUMMARY OF FINDINGS**

## A. WITHOUT PROJECT CONDITIONS

#### 1. EXISTING

- All analysis intersections are operating at acceptable levels of service and delay during the AM and PM peak traffic hours.
- There is unacceptable vehicle storage at the W. Lathrop Road/Harlan Road intersection for left turn queues on the eastbound W. Lathrop Road and northbound Harlan Road approaches, primarily during the PM peak traffic period. In addition, traffic on the eastbound Harlan Road approach to W. Lathrop Road frequently backs up to and through the Old Harlan Road intersection, primarily during the PM peak period.
- The unsignalized Harlan Road/Old Harlan Road intersection just south of the project site does not have AM or PM peak hour volumes meeting Caltrans peak hour signal Warrant #3 volume criteria.

12/6/19 Lathrop CFT Phase 2 Report Page 1 MARK D. CRANE, P.E. • CRANE TRANSPORTATION GROUP

#### 2. CUMULATIVE (YEAR 2022)

- All analysis intersections would be operating at acceptable levels of service and delay during the AM and PM peak hours.
- Unacceptable vehicle queues would lengthen at the W. Lathrop Road/Harlan Road intersection for left turns on the eastbound W. Lathrop Road approach and on the northbound Harlan Road approach, primarily during the PM peak period. Eastbound W. Lathrop Road backups from Harlan Road would also increase in length intermittently to the I-5 NB Ramps intersection.
- There would only be minor queues (3 cars or less) on the northbound Old Harlan Road approach to W. Lathrop Road.
- The unsignalized Harlan Road/Old Harlan Road intersection just south of the project would not have AM or PM peak hour volumes meeting Caltrans peak hour signal Warrant #3 volume criteria.

## **B. PROJECT IMPACTS**

## **1. TRIP GENERATION**

All three of the proposed facilities would be expected to capture a significant amount of traffic from the adjacent I-5 Freeway as well as W. Lathrop Road, Harlan Road and Old Harlan Road. While the total two-way traffic on the three project driveways combined is projected to be about 200 vehicles during the AM commute period peak traffic hour and about 210 vehicles during the PM commute period peak traffic hour, about 140 to 150 of these trips would be captured from existing traffic flow. While customers captured from I-5 would add new traffic flow to the local street system, those captured from the adjacent or nearby surface streets would just reroute their trips to/from Old Harlan Road south of W. Lathrop Road.

### 2. EXISTING + PROJECT OFF-SITE TRAFFIC IMPACTS

- All analysis intersections would maintain acceptable levels of service and delay with the addition of project traffic during the AM and PM peak hours.
- Existing unacceptable queuing on the approaches to the W. Lathrop Road/Harlan Road intersection would not be increased significantly due to project traffic. However, the project would result in extremely long 95th percentile queues on the NB Old Harlan Road approach to W. Lathrop Road (up to 200 feet or 8 vehicles) during the PM peak traffic hour. This backup would result in some drivers cutting through both the Chevron Gas station and

Burger King-O'Reilly's Auto Parts properties in order to find alternate routes to bypass the congestion.

- Internal circulation for both the Panda Express and Sonic restaurants meets City code criteria and should operate acceptably.
- The Dutch Brothers drive through lane(s) should have acceptable storage to accommodate anticipated queues based upon survey results at 3 other Dutch Brothers facilities in the region (Stockton, Lodi and Oakley). The only potential issue of conflict will be due to the Dutch Brothers drive through lane entrance being much closer to the Sonic driveway connection to Old Harlan Road than to the Dutch Brothers driveway connection. It is likely that the Sonic driveway will accommodate a third or more of the inbound Dutch Brothers traffic.

#### 3. CUMULATIVE (YEAR 2022) + PROJECT OFF-SITE TRAFFIC IMPACTS

- There will be no new impacts due to project traffic in 2022 compared to existing conditions.
- All intersections will continue to operate acceptably with the addition of project traffic during the AM and PM peak hours.
- There will be no significant extensions of queuing on intersection approaches already experiencing unacceptable queuing. The lengthy 95th percentile queue on the NB Old Harlan Road approach to W. Lathrop Road will extend back to 425 feet, further encouraging some drivers in the queue to use the Chevron and Burger King-O'Reilly's Auto properties as alternative travel routes.

#### 4. PEDESTRIAN AND TRANSIT IMPACTS

• The three project facilities will likely attract some customers from the local neighborhood, some pedestrians (many high school students) now walking on the sidewalk on the north side of W. Lathrop Road, and some employees using the two regional transit routes that have stops at the W. Lathrop Road/Harlan Road intersection. However, while a sidewalk will be provided along the project's Old Harlan Road frontage, none will be provided on the south side of W. Lathrop Road east or west of Old Harlan Road. This will force pedestrians to walk in the street or through the Chevron and Burger King properties to access the three facilities. Also, it is likely that pedestrians on the north side of W. Lathrop Road will cross the street at a variety of locations (none with crosswalks) to access the facilities.

## C. RECOMMENDATIONS

#### 1. EXISTING WITHOUT PROJECT (CITY RESPONSIBILITY)

- Reconfigure the northbound Harlan Road approach to W. Lathrop Road to provide two exclusive left turn lanes and a combined through/right turn lane.
- Remove the raised island median on Harlan road south of W. Lathrop Road at the entrance to the existing northbound left turn lane. Continue this existing turn lane south to the Burger King-O'Reilly's driveway.
- Extend the length of the left turn lane on the eastbound W. Lathrop Road approach to Harlan Road by at least 75 feet.
- Retime the W. Lathrop Road/Harlan Road signal and coordinate timing with the W. Lathrop Road/Cambridge Drive signal.

#### 2. PROJECT (EXISTING AND CUMULATIVE)

- Realign the Old Harlan Road connection to Harlan Road (just south of the project) about 100 feet to the north and provide two lanes on the Old Harlan Road approach: one for left turns and one for right turns. In conjunction with this measure, restripe the median of Harlan Road just south of the new intersection to provide defined back-to-back left turn lanes one for northbound left turns into Old Harlan Road, and one for southbound left turns into the driveway providing access into the Lathrop Crossing shopping center on the east side of Harlan Road.
- Provide signs adjacent to the exit lanes at each of the three project driveways showing an arrow pointing to the right and a message stating I-5 access turn right. In conjunction with this measure, also provide a sign on the southbound Old Harlan Road approach to Harlan Road with an arrow pointing left and a message stating I-5 access turn left.
- Provide sidewalks on the south side of W. Lathrop Road extending east and west of Old Harlan Road (from the I-5 Ramps intersection to the Chevron driveway).
- Provide a crosswalk at the W. Lathrop Road/I-5 NB Ramps intersection crossing W. Lathrop Road just east of the intersection. Provide pedestrian walk/don't walk signals in conjunction with the crosswalk.
- In order to ensure that Dutch Brothers customers do not congest the Sonic driveway during peak activity times, it may be necessary for Dutch Brothers to provide moveable orange cones across the internal Dutch Brothers-Sonic parking lots connection.

- Based upon input from Chevron, Burger King or O'Reilly's Auto, if there is a perceived use of either property by cut-through traffic from the project:
  - a. The City shall conduct an independent survey to see the extent of the issue.
  - b. If there is a problem, the City shall work with one or both property owners to develop measures to further reduce or eliminate cut-through traffic.
  - c. This survey shall be funded by the project applicant

## **III. PROJECT DESCRIPTION AND LOCATION**

The proposed project is comprised of two restaurants with drive through lanes and a coffee service facility with a drive through lane and limited inside seating and service. Facilities are (listed north to south):

- Panda Express (2200 square feet) with a drive through lane
- Sonic drive in (1608 square feet) with a drive through lane
- Dutch Brothers coffee service (862 square feet) with a drive through lane

Locations are schematically shown on **Figure 2**, while the site plan is presented in **Figure 3**. Each facility will have single driveway connection to the west side of Old Harlan Road and there will also be single internal driveway connections between Panda Express and Sonic and between Sonic and Dutch Brothers. There are no changes proposed to the local circulation system by this project.

## IV. SCOPE OF SERVICES (Approved by City staff)

## A. BASE ASSUMPTION

All three developments (Panda Express, Sonic & Dutch Brothers) are considered as one project for off site evaluation purposes.

## **B.** ANALYSIS LOCATIONS

#### Intersection Level of Service & Queuing

- W. Lathrop Road/I-5 Southbound Ramps
- W. Lathrop Road/I-5 Northbound Ramps
- W. Lathrop Road/Old Harlan Road
- W. Lathrop Road/New Harlan Road
- Old Harlan Road/New Harlan Road

## C. TIME PERIODS TO BE STUDIED

• Weekday AM and PM commute peak traffic hours

# D. TRAFFIC COUNT LOCATIONS – WEEKDAY 7:00-9:00 AM & 3:00-6:00 PM (ALL VEHICLES, TRUCKS, PEDS, BIKES).

Counts will be conducted when all schools are open.

- W. Lathrop Road/I-5 Southbound Ramps
- W. Lathrop Road/I-5 Northbound Ramps
- W. Lathrop Road/Old Harlan Road
- W. Lathrop Road/New Harlan Road
- Old Harlan Road/New Harlan Road
- Old Harlan Road/Driveways serving Burger King & Chevron gas station
- W. Lathrop Road/Chevron gas station driveway
- New Harlan Road/Burger King driveway
- Drive-thru lanes at three Dutch Brothers operations (Lodi, Stockton, Oakley) trip generation and queuing, two days each

Counts will include observations of vehicle queuing on the northbound Old and New Harlan Road approaches to W. Lathrop Road, the eastbound W. Lathrop Road approach to New Harlan Road and the W. Lathrop Road westbound left turn lane approach to the I-5 Southbound On Ramp.

## E. HORIZON YEARS & ANALYSIS SCENARIOS

- Existing
- Existing + Project
- Year 2022
- Year 2022 + Project

## F. CUMULATIVE (YEAR 2022) VOLUMES

Year 2022 AM & PM peak hour volumes will be obtained from the 2019 TMP study for the following locations.

- W. Lathrop Road/I-5 Southbound Ramps
- W. Lathrop Road/I-5 Northbound Ramps
- W. Lathrop Road/New Harlan Road

Year 2022 projections at all other analysis locations will be developed based upon existing volume interrelationships. In addition, a determination will be made how much development on the project site was included in the 2022 TMP projections. Adjustments will be made to provide true 2022 Without Project and 2022 + Project projections.

## G. PROJECT TRIP GENERATION & DISTRIBUTION

Project trip generation for the Panda Express & Sonic drive-in will be based upon trip rates from the Institute of Transportation Engineers, Trip Generation Manual, 10th Edition, by the Institute of Transportation Engineers, 2017, while trip generation for the Dutch Brothers operation will be based upon three surveys of AM & PM peak period trip generation and order line queuing conducted by Crane Transportation Group. Dutch Brothers surveys will be conducted for two days each at facilities in Stockton, Lodi and Oakley. The percentage of passby and diverted link capture of existing traffic associated with the three Lathrop restaurants will be discussed with and approved by City staff.

Project traffic will be distributed based upon local traffic flow patterns, in particular to/from the Burger King restaurant's driveways along New & Old Harlan Road.

## H. INTERSECTION EVALUATION

#### Signalized

• Level of service and 95th percentile queuing using Synchro-SIM traffic analysis software program. Queuing projections for 2022 and "with project" conditions will be based upon the calibrated relationship of surveyed 95th percentile queuing at analysis intersections compared to Synchro theoretical projections.

#### Unsignalized

- Level of Service stop sign controlled approach
- Peak hour signal warrant (Caltrans volume Warrant #3)

## I. INTERNAL CIRCULATION

Internal circulation plans for each of the three developments will be reviewed in the context of City Code criteria and good traffic engineering practice. Of particular concern will be vehicle queuing on the approach to the drive-thru lane at Dutch Brothers Coffee. Surveys at the Stockton, Lodi and Oakley Dutch Brothers operations will tabulate order line queuing for the 7:00-9:00 AM and 3:00-6:00 PM hours for the two survey days at each location.

## J. PROJECT VEHICLE DIVERSION THROUGH BURGER KING SITE

Concern has been raised by the Burger King restaurant on the east side of Old Harlan Road about project traffic passing through their site to access New Harlan Road, particularly if there is extensive queuing on the northbound Old Harlan Road approach to W. Lathrop Road. This potential impact will be evaluated.

## V. ENVIRONMENTAL SETTING

## A. EXISTING CONDITIONS

#### 1. ROADWAYS & FREEWAYS

*Interstate 5 (I-5)* is a six-lane freeway located just west of the project site. It extends northerly to Stockton, Sacramento and to the Oregon border; and southerly to a connection with I-205 (the most direct freeway connection to the San Francisco Bay Area) as well as Los Angeles and other southern California cities. I-5 has a tight diamond interchange with Louise Avenue, with both ramp intersections being signal controlled.

*West Lathrop Road* is a four-lane arterial street in the project area. The posted speed limit is 35 miles per hour. It extends easterly into the City of Manteca and an interchange with the SR 99 freeway and westerly to an interchange with the I-5 freeway (just west of the project site).

W. Lathrop Road changes name to Spartan Way just west of I-5. In the project area there are signalized intersections with the I-5 North and South bound ramps, Harlan Road and Cambridge Drive. Old Harlan Road intersects the north and south sides of W. Lathrop Road about halfway between the I-5 Northbound ramps and Harlan Road signalized intersections. A raised median along W. Lathrop Road in this area limits movements to right turns in/out only between W. Lathrop Road and Old Harlan Road.

*Harlan Road* is a 2- to 4-lane arterial running along the east side of the I-5 freeway. The posted speed limit is 40 miles per hour. Just south of W. Lathrop Road there are two northbound lanes and two southbound lanes that merge to a single lane north of Old Harlan Road. There is also a median continuous two-way left turn lane.

*Old Harlan Road* is a two-lane street extending one block between W. Lathrop Road and Harlan Road (both north and south of W. Lathrop Road). There is no posted speed limit. The section south of W. Lathrop Road adjacent to the project site is stop sign controlled on its northbound approach to W. Lathrop Road (where right turns only to/from W. Lathrop Road are allowed) and on its southbound approach to Harlan Road (where all turn movements are allowed except left turns from Old Harlan Road to northbound Harlan Road).

Figure 4 presents existing intersection geometrics and control at all analysis locales.

#### 2. EXISTING (WITHOUT PROJECT) PEAK HOUR VOLUMES

Weekday AM and PM commute period (7:00-9:00 AM and 3:00-6:00 PM) traffic counts were conducted at all analysis intersections on Thursday, October 3, 2019. It was determined that the specific peak hours at the vast majority of intersections were between 7:00 and 8:00 AM and between 5:00 and 6:00 PM. Resultant AM and PM peak hour volumes are presented in **Figures 5** and **6**.

#### 3. INTERSECTION LEVEL OF SERVICE & DELAY

#### a. Analysis Methodology

Transportation engineers and planners commonly use a grading system called level of service (LOS) to measure and describe the operational status of the local roadway network. LOS is a description of the quality of a roadway facility's operation, ranging from LOS A (indicating free flow traffic conditions with little or no delay) to LOS F (representing oversaturated conditions where traffic flows exceed design capacity, resulting in long queues and delays). Intersections, rather than roadway segments between intersections, are almost always the capacity controlling locations for any circulation system.

*Signalized Intersections.* For signalized intersections, the Year 2017 6th Edition *Highway Capacity Manual* (Transportation Research Board, National Research Council) methodology was utilized. With this methodology, operations are defined by the level of service and average control delay per vehicle (measured in seconds) for the entire intersection. For a signalized intersection, control delay is the portion of the total delay attributed to traffic signal operation. This includes delay associated with deceleration, acceleration, stopping, and moving up in the queue. **Table 1** summarizes the relationship between delay and LOS for signalized intersections.

*Unsignalized Intersections.* For unsignalized (all-way stop-controlled and side-street stopcontrolled) intersections, the Year 2017 6th Edition *Highway Capacity Manual* (Transportation Research Board, National Research Council) methodology for unsignalized intersections was utilized. For side-street stop-controlled intersections, operations are defined by the level of service and average control delay per vehicle (measured in seconds), with delay reported for the stop sign controlled approaches or turn movements. For all-way stop-controlled intersections, operations are defined by the average control delay for the entire intersection (measured in seconds per vehicle). The delay at an unsignalized intersection incorporates delay associated with deceleration, acceleration, stopping, and moving up in the queue. **Table 2** summarizes the relationship between delay and LOS for unsignalized intersections.

#### b. Minimum Acceptable Operation – City of Lathrop

*Signalized & All Way Stop Intersections:* Level of Service D is the poorest acceptable overall intersection operation.

*Unsignalized Intersections (side street stop sign controlled):* Level of Service E is the poorest acceptable side street stop sign controlled approach operation.

#### c. Existing Without Project Intersection Level of Service Operation

**Table 3** shows that all analysis intersections are currently operating at acceptable levels of service during the weekday AM and PM commute peak hours. The W. Lathrop Road/Harlan Road signalized intersection has a LOS C operation during both the AM and PM peak hours. At the I-5 interchange the W. Lathrop Road/Southbound Ramps intersection is also operating acceptably at LOS C during both peak hours, while the W. Lathrop Road/I-5 Northbound Ramps intersection is operating at an acceptable LOS C during the AM peak hour and LOS B during the PM peak hour. At the unsignalized Harlan Road/Old Harlan Road intersection south of the site, the stop sign controlled Old Harlan Road approach is operating at an acceptable LOS B during both peak hours. Intersection level of service worksheets are presented in **Appendix A**.

#### 4. EXISTING (WITHOUT PROJECT) 95TH PERCENTILE VEHICLE QUEUING

#### a. Analysis Methodology

Field surveys were conducted during AM and PM peak periods (under direction of Crane Transportation Group) of maximum queues every signal cycle at the following locations:

- W. Lathrop Road/Harlan Road
  - W. Lathrop Road
    - Eastbound left turn
    - Eastbound through and right turn movements
  - o Harlan Road
    - Northbound left turn
    - Northbound through and right turn movements
- W. Lathrop Road/Old Harlan Road
  - Old Harlan Road stop sign controlled northbound right turn
- W. Lathrop Road/I-5 Southbound Ramps
  - $\circ$   $\,$  W. Lathrop Road westbound left turn (to Southbound On Ramp)  $\,$

Maximum queues for each 15-minute time period are presented in Appendix B.

#### b. Queuing Results

#### Acceptable Queuing

As shown, maximum queues were always well within available storage in the left turn lane on the westbound W. Lathrop Road approach to the I-5 Southbound On Ramp. Also, queues on the northbound Old Harlan Road approach to W. Lathrop Road were limited, ranging from 1 to 2 vehicles during any 15-minute period.

#### **Unacceptable Queuing**

**Table 4** shows that at the W. Lathrop Road/Harlan Road intersection the left turn lane on the northbound Harlan Road approach to W. Lathrop Road had a maximum queue demand exceeding the available 235 foot left turn lane storage length during all 15-minute periods from 3:00 to 6:00 PM, and all but one 15-minute period from 7:00 to 9:00 AM. On the eastbound W. Lathrop Road approach to Harlan Road the maximum queue demand for the 320 foot left turn lane exceeded or met available storage for all but two 15-minute time periods between 3:00 and 6:00 PM, while there was only one 15-minute period from 7:00 to 9:00 PM where demand met or exceeded storage. The W. Lathrop Road through and through/right turn lane queues on the eastbound approach to Harlan Road backed up to and through the Old Harlan Road intersection about half the time during the 3:00 to 6:00 PM period, but not at all from 7:00 to 9:00 AM. (See **Figure 7**) It should be noted that the "Maximum" queues described above were usually longer than the "95th percentile" queues used for evaluation purposes.

#### 5. INTERSECTION SIGNAL WARRANT EVALUATION

#### a. Analysis Methodology

Traffic signals are used to provide an orderly flow of traffic through an intersection. Many times they are needed to offer side street traffic an opportunity to access a major road where high volumes and/or high vehicle speeds block crossing or turn movements. They do not, however, increase the capacity of an intersection (i.e., increase the overall intersection's ability to accommodate additional vehicles) and, in fact, often slightly reduce the number of total vehicles that can pass through an intersection in a given period of time. Signals can also cause an increase in traffic accidents if installed at inappropriate locations.

There are 10 possible tests for determining whether a traffic signal should be considered for installation. These tests, called "warrants", consider criteria such as actual traffic volume, pedestrian volume, presence of school children, and accident history. The intersection volume data together with the available collision histories were compared to warrants contained in the *Manual on Uniform Traffic Control Devices* (MUTCD), Federal Highway Administration,

2012, and the *Manual on Unified Traffic Control Devices* Federal Highway Administration, 2003 California Supplement (2014) Revision 3, which has been adopted by the State of California as a replacement for *Caltrans Traffic Manual*. Section 4C of the MUTCD provides guidelines, or warrants, which may indicate need for a traffic signal at an unsignalized intersection. As indicated in the MUTCD, satisfaction of one or more warrants does not necessarily require immediate installation of a traffic signal. It is merely an indication that the local jurisdiction should begin monitoring conditions at that location and that a signal may ultimately be required.

Warrant 3, the peak hour volume warrant, is often used as an initial check of signalization needs since peak hour volume data is typically available and this warrant is usually the first one to be met. Warrant 3 is based on a logarithmic curve and takes only the hour with the highest volume of the day into account. Please see **Appendix C** for the warrant chart.

#### b. Existing Warrant Evaluation

• **Table 5** shows that existing AM and PM peak hour volumes at the unsignalized Harlan Road/Old Harlan Road intersection do not meet Caltrans Signal Warrant #3 volume criteria levels.

#### 6. TRANSIT SERVICE

There are two San Joaquin Regional Transit Routes serving the project area: Route 90 running along W. Lathrop Road and Route 97 running along Harlan Road. (See **Figure 8**.) Each route is briefly detailed below.

Route 90 – Runs between Stockton and Tracy Monday to Friday Bus stops - Eastbound: east of Harlan Road at Cambridge Drive - Westbound: just west of Harlan Road

Route 97 – Runs between Stockton and Tracy Monday to Friday Bus stops - Northbound: just north of W. Lathrop Road - Southbound: just south of W. Lathrop Road

There are sidewalks at each transit stop, but no shelters. Also, there is no existing sidewalk system in place along the south side of W. Lathrop Road connecting the bus stops to Old Harlan Road.

#### 7. PEDESTRIAN & BICYCLE FACILITIES

#### a. Pedestrian

Sidewalks are in place in the project area along the following streets (see Figure 9):

- Old Harlan Road west side adjacent to the project site
- Old Harlan Road east side adjacent to the Burger King O'Reilly Auto Property
- Harlan Road (south of W. Lathrop Road) west side adjacent to the Burger King O'Reilly Auto Property north to W. Lathrop Road
- Harlan Road (south of W. Lathrop Road) east side continuous
- W. Lathrop Road north side continuous from Harlan Road west through the I-5 interchange to Lathrop High School
- W. Lathrop Road south side from Harlan Road west to the Chevron gas station driveway

**Figure 10** shows that the largest number of pedestrians in the project area during both the AM and PM peak hours was along the north side of W. Lathrop Road: up to 20 pedestrians walking westbound during the AM commute peak hour and 16 pedestrians (some westbound and some eastbound) during the PM commute peak hour. There were only 3 pedestrians along the south side of the street - during the PM peak hour. Along Old Harlan Road there were no pedestrians during the AM peak hour and only 2 during the PM peak hour.

#### b. Bicycles

There are Class II striped and signed bicycle lanes along both sides of Harlan Road just north and south of W. Lathrop Road. The southbound bicycle lane along the west side of the street ends several hundred feet south of W. Lathrop Road. There are no bicycle lanes along either W. Lathrop Road or Old Harlan Road (see **Figure 9**).

**Figure 11** shows that along W. Lathrop Road at Old Harlan Road the number of bike riders was 8 during the AM peak hour and 2 during the PM peak hour, while along Harlan Road at Old Harlan Road the number of bike riders was 0 during the AM peak hour and 5 during the PM peak hour. There were no bike riders along Old Harlan Road during the AM peak hour and 5 during the PM peak hour.

# **B.** CUMULATIVE (WITHOUT PROJECT) CONDITIONS

#### 1. HORIZON YEAR

The cumulative horizon year for project analysis in this study as directed by City staff was 2022.

#### 2. CUMULATIVE (WITHOUT PROJECT) PEAK HOUR VOLUMES

The source of cumulative weekday AM and PM peak hour (without project) volumes was the 2018 TMP study for the City of Lathrop by Crane Transportation Group, which developed volume projections for the years 2020 and 2022. At City direction year 2022 projections were used as the cumulative horizon for this study. **Figures 12** and **13** present resultant cumulative (without project) weekday AM and PM peak hour volumes.

# 3. CUMULATIVE (WITHOUT PROJECT) YEAR 2022 ROADWAY NETWORK

No circulation system improvements are programmed in the project area by 2022*

#### 4. CUMULATIVE (WITHOUT PROJECT) YEAR 2022 INTERSECTION LEVEL OF SERVICE & DELAY

**Table 3** shows that by 2022 all analysis intersections will be operating at acceptable levels of service during both the AM and PM peak traffic hours. The W. Lathrop Road/Harlan Road and W. Lathrop Road/I-5 Northbound Ramps signalized intersections will be operating at an acceptable LOS C during both peak hours, while the I-5 Southbound Ramps signalized intersection will be operating at an acceptable LOS D during the AM peak hour and LOS C during the PM peak hour. At the unsignalized Harlan Road/Old Harlan Road intersection the Old Harlan Road stop sign controlled approach will be operating at an acceptable LOS B during both peak hours.

#### 5. CUMULATIVE (WITHOUT PROJECT) 95TH PERCENTILE VEHICLE QUEUING AT THE W. LATHROP ROAD/I-5 INTERCHANGE

**Table 6** shows that by 2022, 95th percentile unacceptable queuing at the W. LathropRoad/Harlan Road intersection in the eastbound approach and northbound approach left turn

^{*}Mr. Glenn Gebhardt – City Engineer, October 2019.

lanes will be further lengthened. In addition, the frequency of the eastbound W. Lathrop Road through and through/right turn lanes backing up to and past Old Harlan Road will be increased during the PM peak hour. Along W. Lathrop Road at the I-5 interchange the 95th percentile queuing in the left turn lane on the westbound approach to the southbound on ramp should be within available storage during both commute peak hours. Also, 95th percentile queues on the northbound Old Harlan Road approach to W. Lathrop Road will increase by 1 vehicle during both peak hours (up to 2 vehicles during the AM peak hour and 3 vehicles during the PM peak hour). See **Figure 14**.

# 6. CUMULATIVE (WITHOUT PROJECT) SIGNAL WARRANT EVALUATION

**Table 5** shows that the unsignalized Harlan Road/Old Harlan Road intersection will not have AM or PM peak hour volumes meeting Caltrans Peak Hour Warrant #3 volume criteria levels by 2022.

# VI. PROJECT IMPACTS

## A. EVALUATION CRITERIA (as approved by the City Engineer)

The addition of project traffic would result in unacceptable operation if:

#### 1. SIGNALIZED OR ALL-WAY-STOP INTERSECTIONS

- Without Project acceptable LOS A, B, C or D operation is degraded to LOS E or F. or
- Without Project unacceptable LOS E or F operation has vehicle control delay increased by 5 seconds or greater.

#### 2. UNSIGNALIZED SIDE STREET STOP SIGN CONTROLLED INTERSECTIONS

• Without Project acceptable LOS A, B, C, D or E operation of the stop sign controlled intersection approach is degraded to LOS F operation and the intersection meets peak hour signal Warrant #3 volume criteria levels (with the project).

or

• Without Project unacceptable LOS F operation of the stop sign controlled approach has vehicle control delay increased by 5 seconds or greater and the intersection meets peak hour signal Warrant #3 volume criteria levels (with the project).

#### 3. SIGNAL WARRANTS

• Without Project volumes at an unsignalized intersection do not meet Caltrans peak hour Warrant #3 volume criteria and the addition of project traffic increases volumes to meet Warrant #3 volume criteria levels.

or

• Without Project volumes at an unsignalized intersection already meet Caltrans peak hour Warrant #3 volume criteria and the addition of project traffic increases total volumes passing through the intersection by 2 percent or greater.

or

• Without Project peak hour 95th percentile queuing in the lane approaching a stop sign controlled intersection will be increased by 100 feet or more and will likely result in traffic diversion to alternate routes.

# 4. 95TH PERCENTILE VEHICLE QUEUING (BASED UPON SYNCHRO SIMTRAFFIC SOFTWARE)

• Without Project peak hour 95th percentile queuing in the lanes approaching a signalized intersection is less than available storage and the addition of project traffic increases the 95th percentile queue to exceed available storage in one or more of the approach lanes.

or

• Without Project peak hour 95th percentile queuing in one or more of the lanes approaching a signalized intersection is already greater than available storage and the addition of project traffic to the entire intersection increases the 95th percentile queuing in any of the lanes operating unacceptably by greater than 20 feet.

#### 5. PEDESTRIAN & BICYCLE RIDERS

• The addition of project traffic will result in significant safety impacts to local pedestrian and/or bicycle circulation, or will not provide acceptable on- or off-site pedestrian or bicycle facilities for employees or customers.

#### 6. SAFETY

• If, in the opinion of the registered traffic engineer conducting the study, the addition of project traffic or a design feature of the project will result in a significant circulation system safety impact.

## **B. PROJECT TRIP GENERATION**

#### **1. METHODOLOGY**

Trip generation projections were developed individually for the three restaurant facilities. Trip rates for the Panda Express and Sonic restaurants with drive through windows were obtained from the traffic engineering professions standard source of trip rate data, Trip Generation Manual 10th Edition by the Institute of Transportation Engineers (ITE), 2017. Trip rates for Dutch Brothers were obtained based upon trip generation surveys at three existing Dutch Brothers operations in the region: Stockton, Lodi and Oakley. Dutch Brothers trip rate survey results were tabulated and then compared to ITE trip rates for coffee/donut shops with drive through windows (with and without indoor seating). Please see **Appendix D** for a comparison of trip rates. After review of the findings it was determined in consultation with City staff that the trip rates from the Stockton facility would provide a conservative projection of the trips expected from the

proposed Lathrop facility. It should be noted that the Panda Express restaurant will not be open during the 7-8 AM commute peak traffic hour.

#### 2. GROSS TRIP GENERATION VERSUS NET NEW AREA TRAFFIC

**Table 7** presents the gross AM and PM peak hour trip generation that would be expected from the Panda Express, Sonic and Dutch Brothers operations. These projections reflect the traffic expected on each facility's driveway. However, they do not reflect existing traffic that each restaurant will attract from the I-5 freeway or from the ambient traffic already traveling along W. Lathrop Road, Harlan Road and Old Harlan Road (passby or diverted link trip capture).

**Table 8** presents the percentage of traffic each operation would be expected to capture from the I-5 freeway versus the local streets. Results were worked out in consultation with City staff. As shown, freeway capture was projected to range from 45% for Dutch Brothers down to 25% for Panda Express, while local street system capture was projected to be 30 to 35% for all three operations. Resultant net new local area traffic then ranged from 20% for Dutch Brothers up to 45% for Panda Express.

#### 3. VOLUMES

**Table 9** presents the sum of gross, captured and net new area traffic from the three restaurants.Results are summarized as follows.

Project Trip Generation Scenario	TWO WAY TRIPS				
	AM PEAK HOUR	PM PEAK HOUR			
Gross Trip Generation	201	210			
Trips Captured from I-5 freeway or nearby streets	152	142			
Net new trips attracted from remainder of Lathrop or north Manteca	49	68			

# C. PROJECT TRIP DISTRIBUTION

AM and PM peak hour traffic from each of the three facilities was distributed to the local roadway network as shown in **Appendix D**, while the total project peak hour traffic increments are presented in **Figures 15** and **16** for AM and PM peak hour conditions, respectively. Net new traffic was distributed primarily to/from nearby residential areas, while diverted link trip capture from Harlan Road and W. Lathrop Road favored vehicle flow with ease of access to Old Harlan Road adjacent to the site. Passby capture was just from Old Harlan Road. Distribution of all outbound traffic back to the I-5 freeway or to west of I-5 was assumed via northbound Old Harlan Road and then a U turn to westbound W. Lathrop Road. This would be the most direct route back to the I-5 interchange and for evaluation purposes would result in the most potentially significant operational impacts.

**Figures 17** and **18** present resultant Existing + Project AM and PM peak hour volumes, while **Figures 19** and **20** present resultant year 2022 AM and PM peak hour volumes.

# D. EXISTING + PROJECT OFF-SITE TRAFFIC IMPACTS

#### **IMPACT 1: Intersection Level of Service**

**Table 3** shows that all analysis intersections would maintain acceptable AM and PM peak hour levels of service with the addition of project traffic. *No improvements required.* 

#### IMPACT 2: 95th Percentile Vehicle Queuing

**Table 4** shows that the addition of project traffic would result in one queuing impact (see Figure 21):

• The PM peak hour 95th percentile queue on the northbound Old Harlan Road approach to W. Lathrop Road would be increased by more than 100 feet (up to 120 feet - or 5 vehicles). Minor diversion of some backed up drivers through the Chevron or Burger King-O'Reilly Auto parcels could be possible. *Improvements recommended*.

#### **IMPACT 3: Intersection Signal Warrant**

**Table 5** shows that the addition of project traffic to the Harlan Road/Old Harlan Roadintersection would not increase AM or PM peak hour volumes to meet or exceed Caltrans PeakHour Warrant #3 volume criteria levels. No improvements required.

# E. CUMULATIVE + PROJECT OFF-SITE TRAFFIC IMPACTS

#### **IMPACT 4:** Intersection Level of Service

**Table 3** shows that all analysis intersections would maintain acceptable AM and PM peak hour levels of service with the addition of project traffic. *No improvements required.* 

#### IMPACT 5: 95th Percentile Vehicle Queuing

**Table 6** shows that the addition of project traffic would result in one queuing impact (see Figure 22):

• The PM peak hour 95th percentile queue on the northbound Old Harlan Road approach to W. Lathrop Road would be increased by more than 100 feet (360 feet or 18 vehicles). Major diversion of backed up drivers through the Chevron and Burger King-O'Reilly's Auto parcels would be expected. In addition, some project drivers would travel south on Old Harlan Road and make an illegal left turn to proceed north on Harlan Road to the W. Lathrop Road intersection. *Improvements recommended*.

#### **IMPACT 6: Intersection Signal Warrants**

**Table 5** shows that the addition of project traffic to the Harlan Road/Old Harlan Roadintersection would not increase AM or PM peak hour volumes to meet or exceed Caltrans PeakHour Warrant #3 volume criteria levels. No improvements required.

# F. NON-TRAFFIC IMPACTS

#### **IMPACT 7: Transit Impacts**

Transit stops for San Joaquin Regional Transit Routes 90 and 97 are located in close proximity to the W. Lathrop Road/Harlan Road intersection. However, while there will be a sidewalk along the project's Old Harlan Road frontage there is no sidewalk extending to the east along the south side of W. Lathrop Road along the Chevron gas station frontage to Old Harlan Road, or a crosswalk across the south leg of Old Harlan Road at its connection to W. Lathrop Road. Therefore, all project transit users would be required to cross Old Harlan Road at a variety of locations and walk through either the Chevron service area or the Burger King parking lot as part of their trip between the project facilities and any of the bus stops. *Improvements recommended*.

#### **IMPACT 8:** Pedestrian Impacts

A sidewalk will be provided along the project's Old Harlan Road frontage. However, no sidewalk is being provided along the project's W. Lathrop Road frontage. Based upon discussion with City staff it is likely that Lathrop High School students walking along the north side of W. Lathrop Road (where a sidewalk is provided) will patronize one or more of the project facilities, particularly Dutch Brothers and Sonic. Since a crosswalk of W. Lathrop Road nearest the project is at the Harlan Road signal, it is likely that some students will cross W. Lathrop Road at the I-5 Northbound Ramps signalized intersection to the west (where there is no crosswalk) or at Old Harlan Road, where there is also no crosswalk, but a raised median. Crossings at both locations without crosswalks presents safety issues. Also, if a crosswalk is provided at the I-5 Northbound Ramps intersection and Old Harlan Road. In addition, the lack of a sidewalk on the south side of W. Lathrop Road just east of Old Harlan Road (see Transit Impacts above) will force all residents of the neighborhood east of Harlan Road who want to walk to any of the project facilities to use the Chevron service area or Burger King parking lot as travel routes. *Improvements recommended*.

#### **IMPACT 9: Bicycle Impacts**

Bicycle racks will be provided at each of the three facilities (based upon City code criteria requirements). Bike riders will have access to the partial set of Class II bicycle lanes along Harlan Road via Old Harlan Road (or via the Burger King parking lot). *No improvements required.* 

#### **IMPACT 10: Dutch Brothers Drive Through Window Queues**

Surveys were conducted from 7:00-9:00 AM and 3:00-6:00 PM at three Dutch Brothers operations of drive through window queue lengths. Surveys were conducted for two days each at locations in Stockton, Lodi and Oakley. **Appendix E** presents detailed survey results. Maximum queues at all three locations never exceeded 13 vehicles from 7:00-9:00 AM, nor 10 vehicles from 3:00-6:00 PM. Based upon the Dutch Brothers site plan for Lathrop (see **Figure 23**), they will have room for 16 vehicles to queue in their drive through lanes. Therefore, proposed storage should be acceptable. The only minor issue with the Dutch Brothers drive through lanes entrance is that it is much closer to the Sonic driveway along Old Harlan Road than to the Dutch Brothers driveway. It is likely that at least a third of Dutch Brothers customers will use the Sonic driveway for inbound access. There could be intermittent periods from 7:00-9:00 AM when minor congestion could result at the Sonic-Dutch Brothers internal parking lot connection. *Improvements recommended*.

#### **IMPACT 11:** Project Internal Circulation

Circulation flow through all three properties meets City code criteria and appears acceptable, with the one exception listed in IMPACT 10 regarding use if the Sonic driveway by many inbound customers to Dutch Brothers. *No additional improvements required*.

# VII. RECOMMENDED IMPROVEMENTS

#### 1. EXISTING WITHOUT PROJECT (City Responsibility) - See Figure 24

- Reconfigure the northbound Harlan Road approach to W. Lathrop Road to provide two exclusive left turn lanes and a combined through/right turn lane.
- Remove the raised island median on Harlan road south of W. Lathrop Road at the entrance to the existing northbound left turn lane. Continue this existing turn lane south to the Burger King-O'Reilly's driveway.
- Extend the length of the left turn lane on the eastbound W. Lathrop Road approach to Harlan Road by at least 75 feet.
- Retime the W. Lathrop Road/Harlan Road signal and coordinate timing with the W. Lathrop Road/Cambridge signal.

#### 2. PROJECT (EXISTING AND CUMULATIVE) - See Figure 25

- Realign the Old Harlan Road connection to Harlan Road (just south of the project) about 100 feet to the north and provide two lanes on the Old Harlan Road approach: one for left turns and one for right turns. In conjunction with this measure, restripe the median of Harlan Road just south of the new intersection to provide defined back-to-back left turn lanes one for northbound left turns into Old Harlan Road, and one for southbound left turns into the driveway providing access into the Lathrop Crossing shopping center on the east side of Harlan Road.
- Provide signs adjacent to the exit lanes at each of the three project driveways showing an arrow pointing to the right and a message stating I-5 access turn right. In conjunction with this measure, also provide a sign on the southbound Old Harlan Road approach to Harlan Road with an arrow pointing left and a message stating I-5 access turn left.
- Provide sidewalks on the south side of W. Lathrop Road extending east and west of Old Harlan Road (from the I-5 Ramps intersection to the Chevron driveway).
- Provide a crosswalk at the W. Lathrop Road/I-5 NB Ramps intersection crossing W. Lathrop Road just east of the intersection. Provide pedestrian walk/don't walk signals in conjunction with the crosswalk.
- In order to ensure that Dutch Brothers customers do not congest the Sonic driveway during peak activity times, it may be necessary for Dutch Brothers to provide moveable orange cones across the internal Dutch Brothers-Sonic parking lots connection.

- Based upon input from Chevron, Burger King or O'Reilly's Auto if there is a perceived use of either property by cut-through traffic from the project:
  - a. The City shall conduct an independent survey to see the extent of the issue.
  - b. If there is a problem, the City shall work with one or both property owners to develop measures to further reduce or eliminate cut-through traffic.
  - c. This survey shall be funded by the project applicant.

Tables

# SIGNALIZED INTERSECTION LOS CRITERIA

Level of Service	Description	Average Control Delay (Seconds Per Vehicle)
А	Operations with very low delay occurring with favorable progression and/or short cycle lengths.	≤ 10.0
В	Operations with low delay occurring with good progression and/or short cycle lengths.	10.0 to 20.0
С	Operations with average delays resulting from fair progression and/or longer cycle lengths. Individual cycle failures begin to appear.	20.0 to 35.0
D	Operations with longer delays due to a combination of unfavorable progression, long cycle lengths, and/or high volume-to-capacity (V/C) ratios. Many vehicles stop and individual cycle failures are noticeable.	35.0 to 55.0
E	Operations with high delay values indicating poor progression, long cycle lengths, and high V/C ratios. Individual cycle failures are frequent occurrences. This is considered to be the limit of acceptable delay.	55.0 to 80.0
F	Operation with delays unacceptable to most drivers occurring due to oversaturation, poor progression, or very long cycle lengths.	> 80.0

Source: Year 2017 6th Edition Highway Capacity Manual (Transportation Research Board).

#### TABLE 2

## UNSIGNALIZED INTERSECTION LOS CRITERIA

Level of Service	DESCRIPTION	Average Control Delay (Seconds Per Vehicle)
А	Little or no delays	$\leq 10.0$
В	Short traffic delays	10.0 to 15.0
С	Average traffic delays	15.0 to 25.0
D	Long traffic delays	25.0 to 35.0
Е	Very long traffic delays	35.0 to 50.0
F	Extreme traffic delays with intersection capacity exceeded (for an all-way stop), or with approach/turn movement capacity exceeded (for a side street stop controlled intersection)	> 50.0

Source: Year 2017 6th Edition Highway Capacity Manual (Transportation Research Board).

#### INTERSECTION LEVEL OF SERVICE WITH AND WITHOUT PROJECT

#### **EXISTING (YEAR 2019)**

	AM PEA	K HOUR	PM PEA	K HOUR	
INTERSECTION	W/O PROJECT	WITH PROJECT	W/O PROJECT	WITH PROJECT	
W. LATHROP RD/SB I-5 RAMPS	C-34.3 ⁽¹⁾	D-37.3	C-32.3	C-32.8	
W. LATHROP RD/NB I-5 RAMPS	C-25.7 ⁽¹⁾	C-28.0	B-16.2	B-18.8	
W. LATHROP RD/HARLAN RD	C-23.3 ⁽¹⁾	C-23.6	C-25.5	C-26.1	
HARLAN RD/OLD HARLAN RD	B-10.0 ⁽²⁾	B-10.3	B-11.3	B-11.6	

#### **CUMULATIVE (YEAR 2022)**

	AM PEA	K HOUR	PM PEAK HOUR		
INTERSECTION	W/O PROJECT	WITH PROJECT	W/O PROJECT	WITH PROJECT	
W. LATHROP RD/SB I-5 RAMPS	D-38.9 ⁽¹⁾	D-41.3	C-34.4	D-37.3	
W. LATHROP RD/NB I-5 RAMPS	C-30.7 ⁽¹⁾	C-33.4	C-31.8	C-34.7	
W. LATHROP RD/HARLAN RD	C-25.2 ⁽¹⁾	C-25.5	C-29.3	C-30.3	
HARLAN RD/OLD HARLAN RD	B-10.3 ⁽²⁾	B-10.5	B-11.9	B-12.3	

Signalized level of service – control delay in seconds.

Side street stop sign control - NB right turn level of service/delay in seconds.

• Year 2017 6th Edition Highway Capacity Manual (Transportation Research Board) Methodology

• Synchro Level of Service software

Source: Crane Transportation Group

## EXISTING 95TH PERCENTILE TURN LANE QUEUING* WITH & WITHOUT PROJECT

	QUEUE (in Feet)							
	AM PEAK	HOUR	PM PEAK	HOUR				
LOCATION	W/O PROJECT (Field Surveyed)	WITH PROJECT	W/O PROJECT (Field Surveyed)	WITH PROJECT				
W. LATHROP RD/HARLAN RD								
EBL	260 (320) ⁽¹⁾	280	340 (320) ⁽¹⁾	360				
ЕВТ	160 (330-530) ⁽²⁾	180	480 (330-530) ⁽²⁾	500				
NBL	320 (235) ⁽¹⁾	320	$(235)^{(1)}$	340				
NBT	160	160	200	200				
W.LATHROP/OLD HARLAN RD NBR	20	60	40	160**				
W.LATHROP RD/I-5 SB RAMPS WBL	180 (420) ⁽¹⁾	200	240 (420) ⁽¹⁾	260				

* Queuing results broken down into 20-foot segments.

** Theoretical result only. Assumes all NB vehicles on Old Harlan Rd wait to turn right at W. Lathrop Rd. It is likely some vehicles in this queue will use the Chevron and Burger King parking service aisles to access Harlan Rd and W. Lathrop Rd.  $^{(1)} = (320) =$  Storage distance (feet).

 $^{(2)}$  = (330-530) = Storage length to Old Harlan Rd/I-5 NB Ramps.

Synchro software queuing results for +project conditions.

*Source:* Field Surveys under direction of Crane Transportation Group Wednesday October 3, 2019. Compiled by Crane Transportation Group

#### **INTERSECTION SIGNAL WARRANT EVALUATION**

#### (Do Volumes Meet Caltrans Warrant #3 Volume Criteria Levels?)

#### Harlan Road/Old Harlan Road

(South of W. Lathrop Road)

AM PEA	AK HOUR	PM PEAK HOUR			
WITHOUT PROJECT	WITH PROJECT	WITHOUT PROJECT	WITH PROJECT		
NO	NO	NO	NO		

### EXISTING (2019)

#### CUMULATIVE (2022)

AM PEA	K HOUR	PM PEAK HOUR			
WITHOUT PROJECT	WITH PROJECT	WITHOUT PROJECT	WITH PROJECT		
NO	NO	NO	NO		

Source: Crane Transportation Group

#### CUMULATIVE YEAR 2022 95TH PERCENTILE TURN LANE QUEUING WITH & WITHOUT PROJECT

	QUEUE (in Feet)							
		AM PEAK	HOUR		PM PEAK	HOUR		
LOCATION		PROJECT d Surveyed)	WITH PROJECT		) PROJECT ld Surveyed)	WITH PROJECT		
W. LATHROP RD/HARLAN RD								
EBL	280	(320) ⁽¹⁾	300	400	(320) ⁽¹⁾	400		
EBT	220	(330-530) ⁽²⁾	240	580	$(330-530)^{(2)}$	580		
NBL	340	(235) ⁽¹⁾	340	340	(235) ⁽¹⁾	340		
NBT	180		180	240		240		
W.LATHROP/OLD HARLAN RD NBR	40		80	60		60		
W.LATHROP RD/I-5 SB RAMPS WBL	180	(420) ⁽¹⁾	200	240	(420) ⁽¹⁾	240		

* Queuing results broken down into 20-foot segments.

** Theoretical result only. Assumes all NB vehicles on Old Harlan Rd wait to turn right at W. Lathrop Rd. It is likely some vehicles in this queue will use the Chevron and Burger King parking service aisles to access Harlan Rd and W. Lathrop Rd.  $^{(1)} = (320) =$  Storage distance (feet).

 $^{(2)}$  = (330-530) = Storage length to Old Harlan Rd/I-5 NB Ramps.

Synchro software queuing results for +project conditions.

*Source:* Field Surveys under direction of Crane Transportation Group Wednesday October 3, 2019. Compiled by Crane Transportation Group

## **Project Gross Trip Generation**

#### **DUTCH BROTHERS**

(With Drive Through)

	AM P	EAK H	OUR TI	RIPS	PM PEAK HOUR TRIPS			
SIZE (Square Ft)	IN	Ν ΟΙ		T	IN		Ουτ	
(Square Pt)	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol
862	77.8	67	77.8	67	48.2	42	48.2	42

#### PANDA EXPRESS

(With Drive Through)

	AM P	EAK H	IOUR TH	RIPS	PM PEAK HOUR TRIPS			
SIZE (Square Ft)	IN	N 00		T	IN		OUT	
	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol
2200	N/A*	2	N/A*	0	17.0	38	15.67	35

*Not open for breakfast

# **SONIC** (With Drive Through)

	AM PEAK HOUR TRIPS				PM PEAK HOUR TRIPS				
SIZE (Square Ft)	II	N	οι	T IN		N	ου	J <b>T</b>	
(oquare r t)	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	Rate/ Sq Ft	Vol	
1608	20.5	33	19.7	32	17.0	28	15.67	25	

Trip Rate Source for Dutch Brothers: Surveys of Existing Dutch Brothers operations in Stockton and Lodi, California. - See Appendix E.

Trip Rate Source for Panda Express and Sonic: Trip Generation Manual 10th Edition by the Institute of Transportation Engineers, 2017.

Compiled by: Crane Transportation Group

# **Project Passby and Diverted Link Trip Capture**

	I-5 Freeway Diverted Trips	Local Street System Passby Capture & Diverted Link Trips	Primary Trips
<b>Dutch Brothers</b>	45%	35%	20%
Panda Express	25%	30%	45%
Sonic	35%	30%	35%

Sources: Trip Generation Handbook by the Institute of Transportation Engineers 2017 Lathrop City Staff

Crane Transportation Group

#### (3 Facilities)

# **Total Project Gross Trip Generation**

#### Total of Inbound and Outbound Trips on 3 Project Driveways

AM PEAK HOUR TRIPS		PM PEAK HOUR TRIPS		TRIPS	
IN	OUT	Total 2 way	IN	OUT	Total 2 way
102	99	201	108	102	210

Total Project Trips Attracted from Freeway or Ambient Traffic on nearby streets

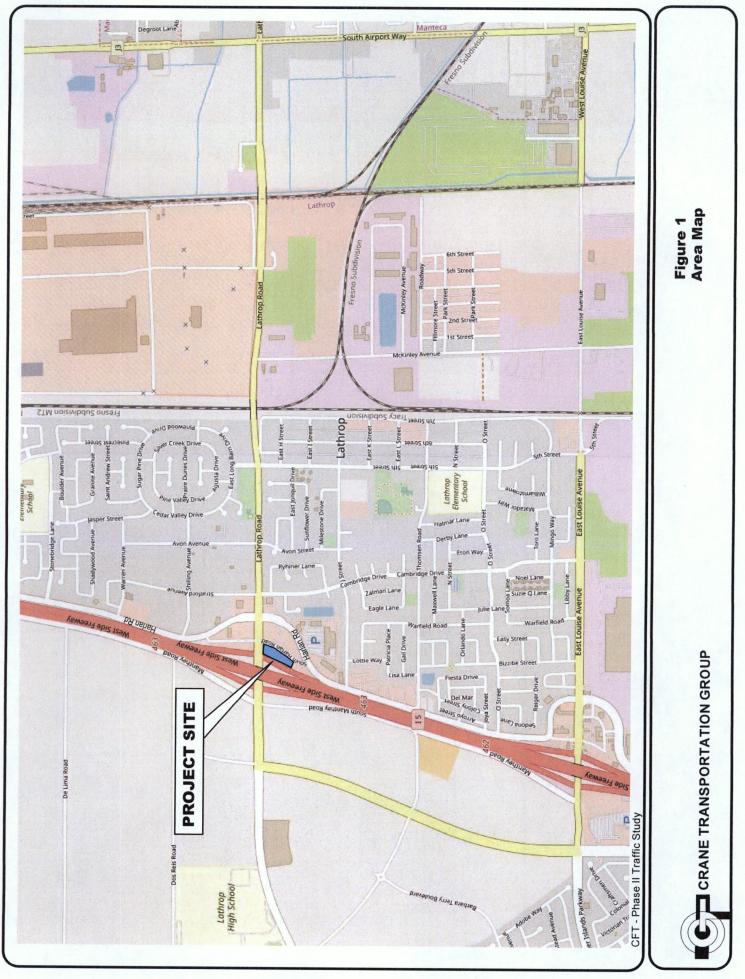
AM PEAK HOUR TRIPS		PM PEAK HOUR TRIPS			
IN	OUT	Total 2 way	IN	OUT	Total 2 way
77	75	150	73	69	142

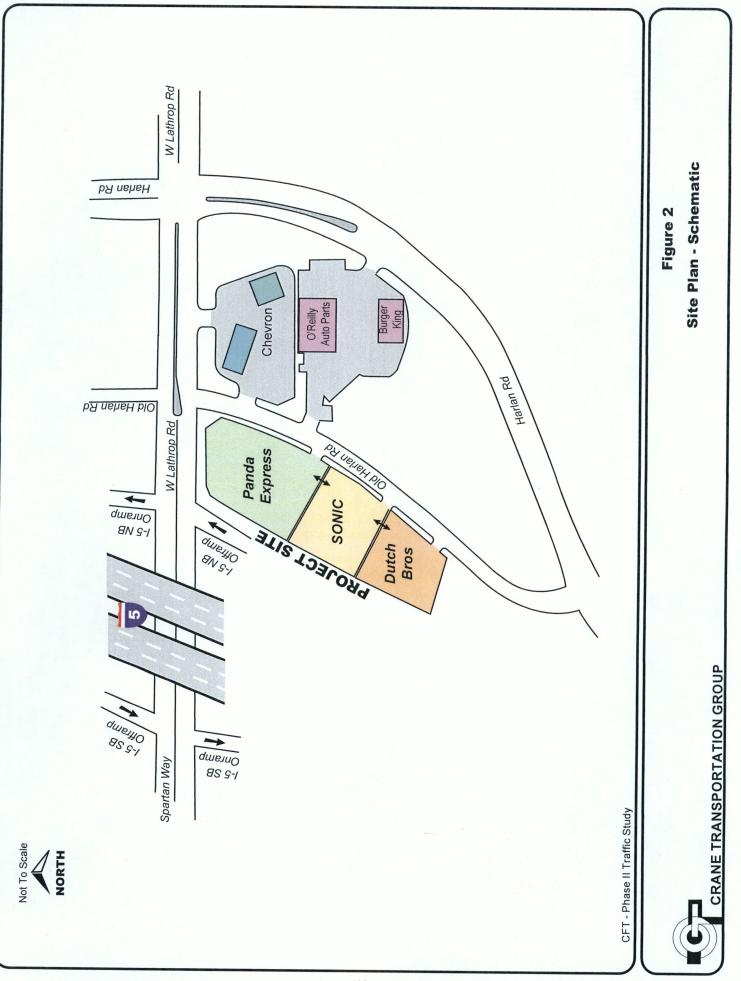
Net new Project Trips being Attracted to Development Area from other section of Lathrop or Manteca

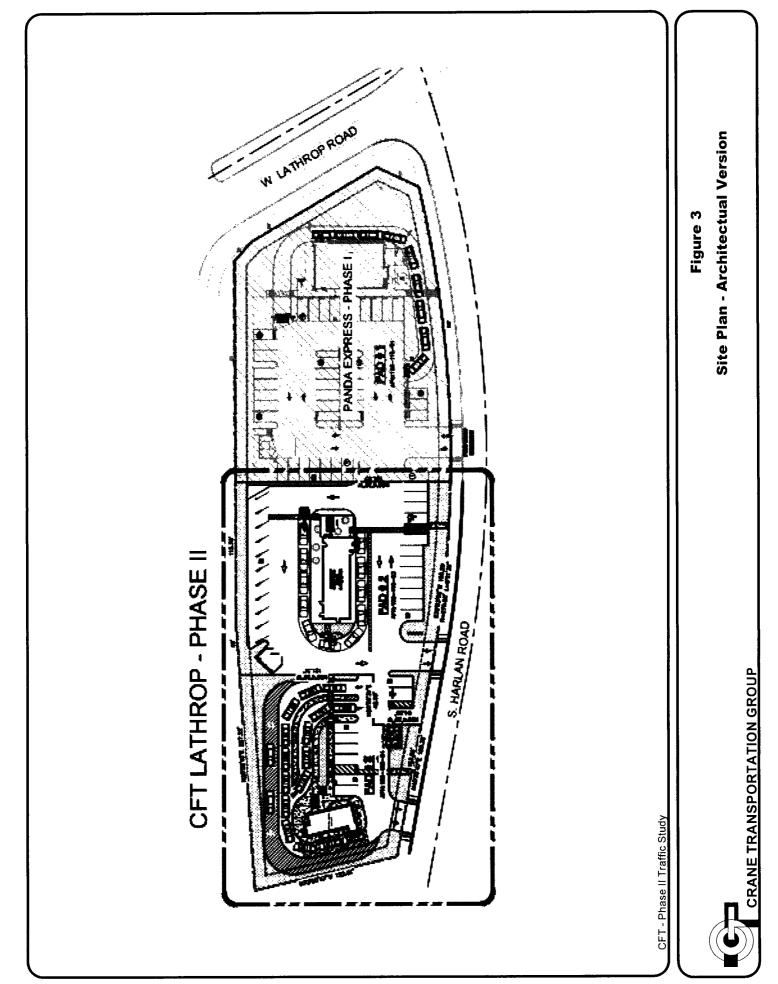
AM PEAK HOUR TRIPS		PM PEAK HOUR TRIPS			
IN	OUT	Total 2 way	IN	OUT	Total 2 way
25	24	49	35	33	68

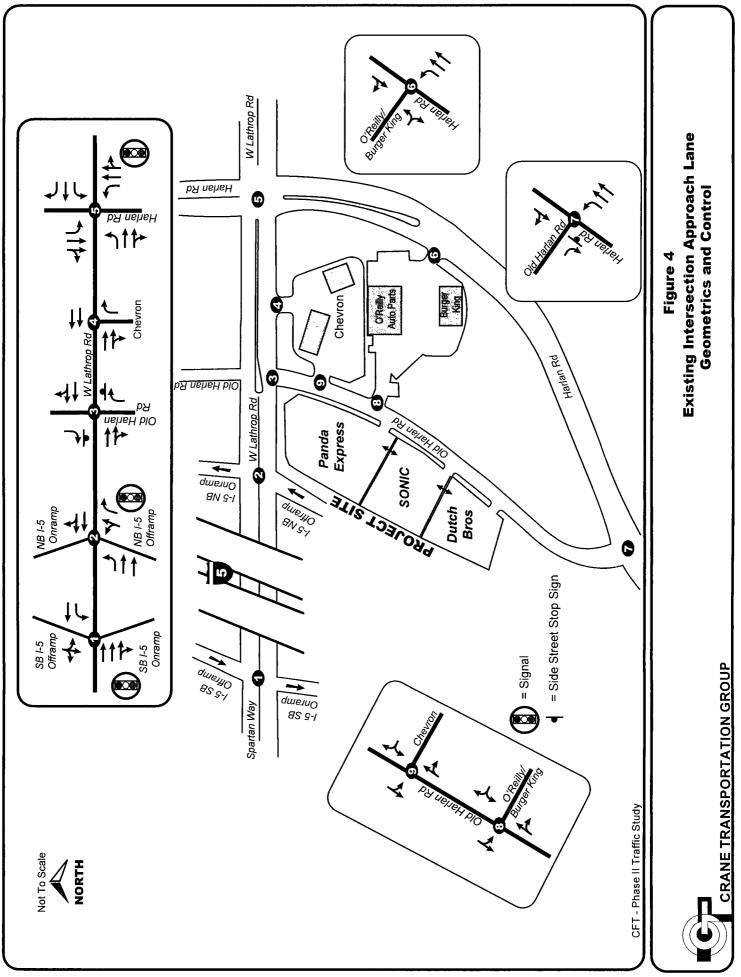
Compiled by: Crane Transportation Group.

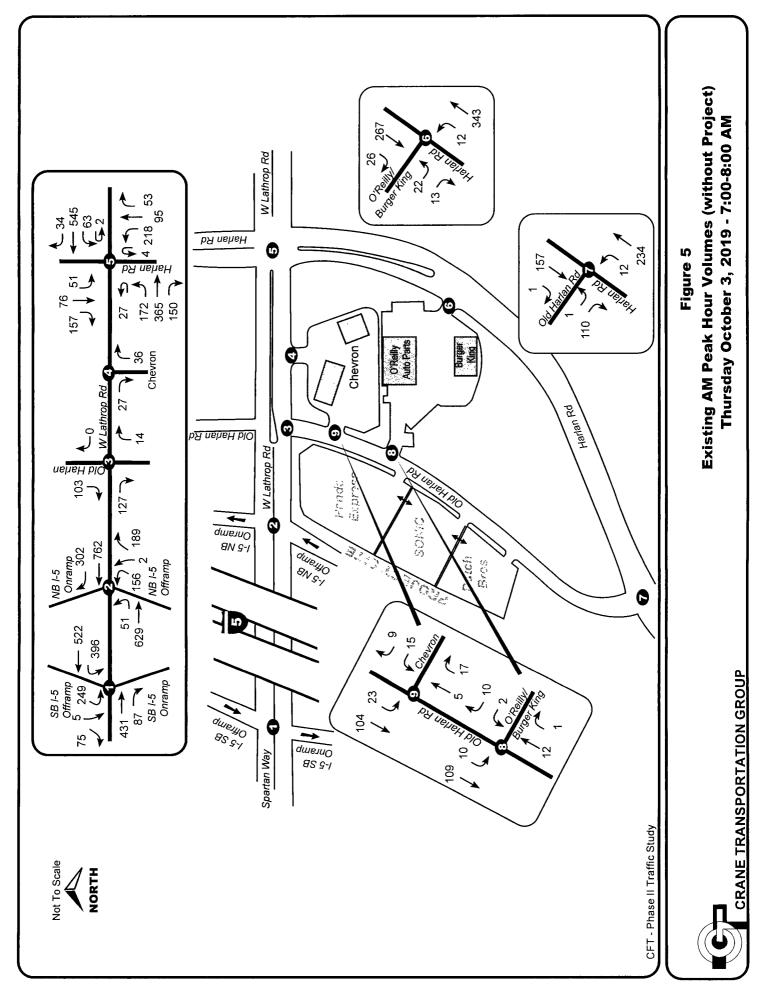
# Figures

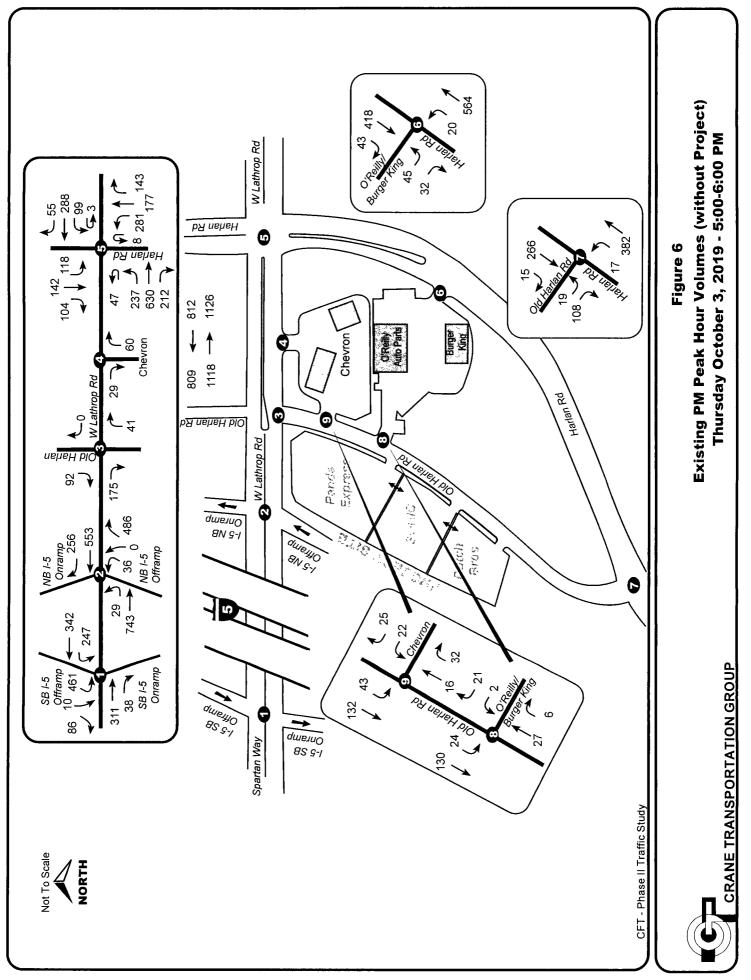


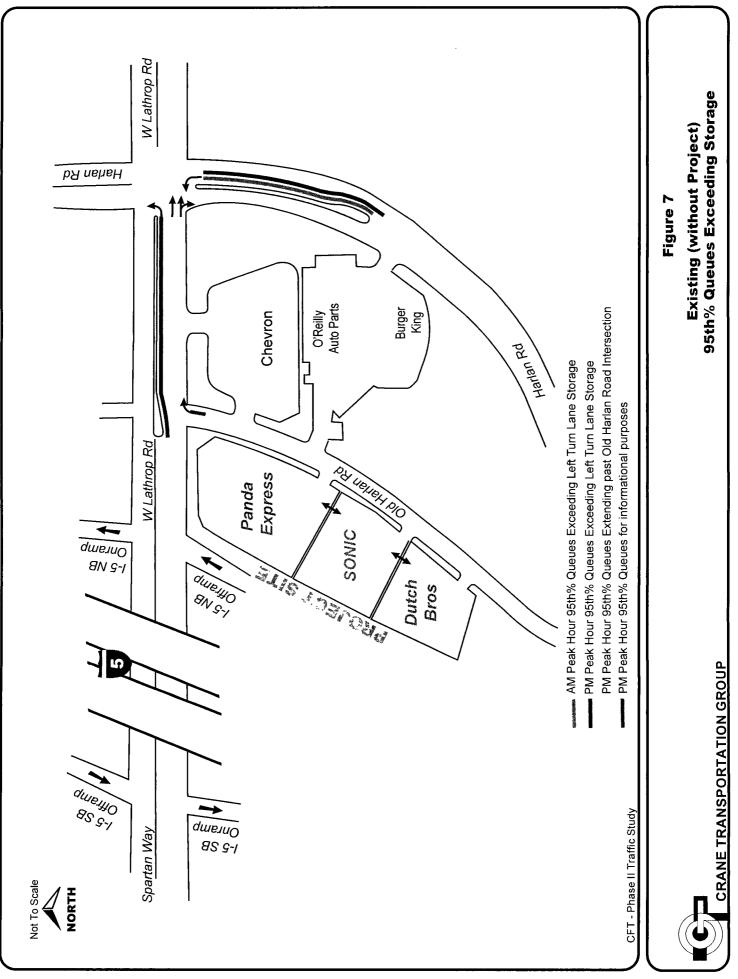


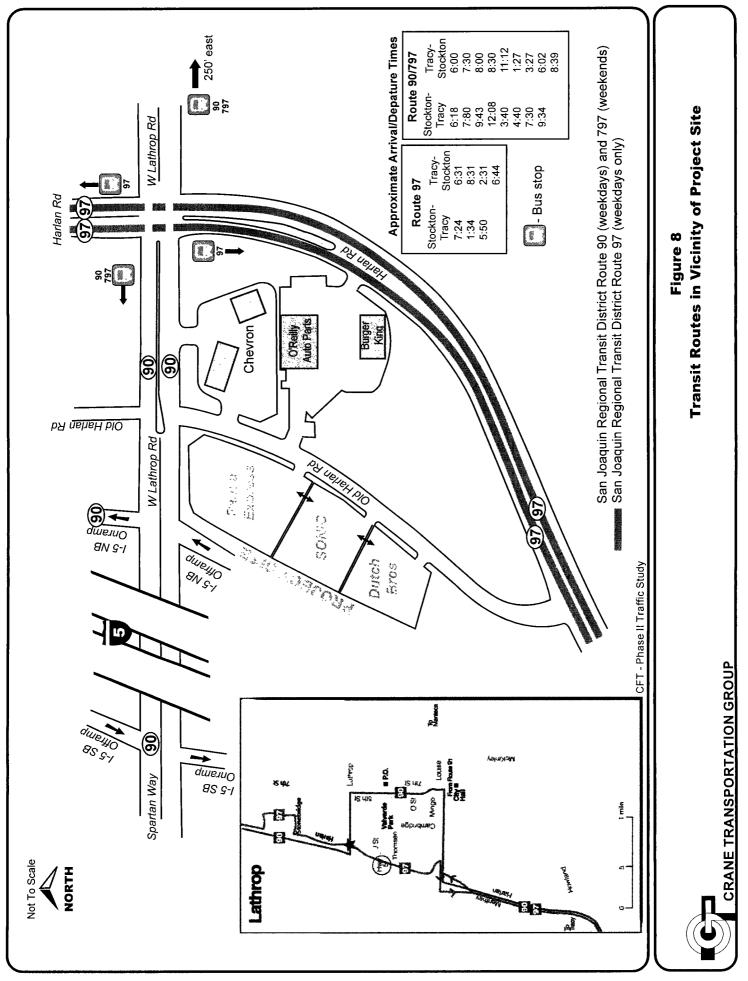


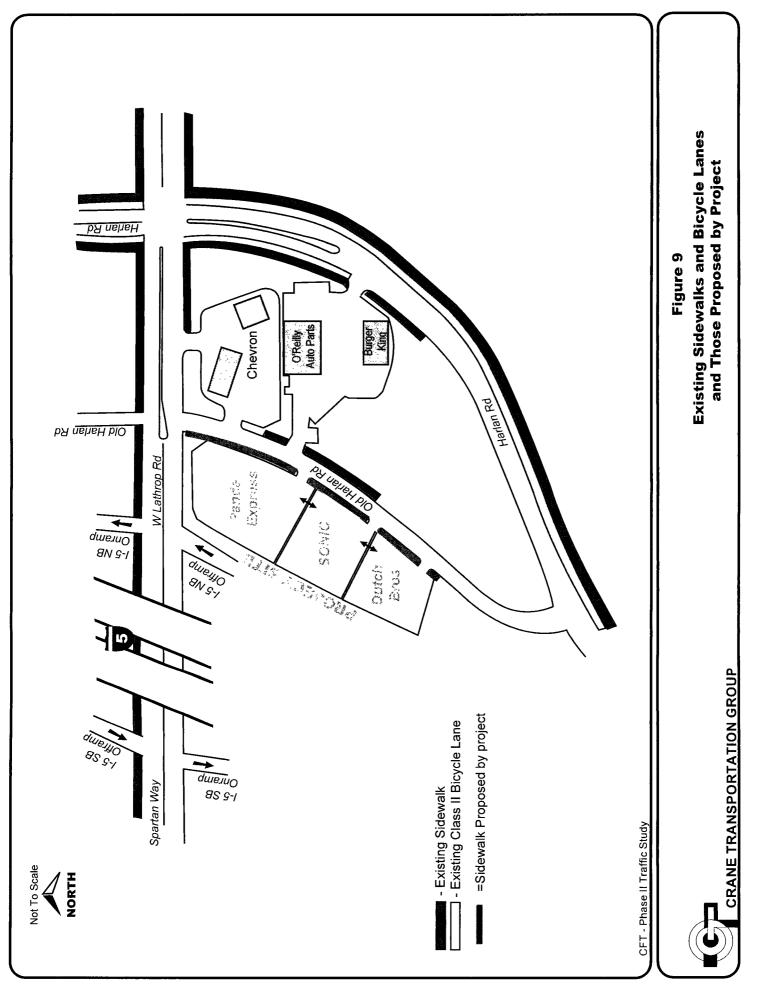


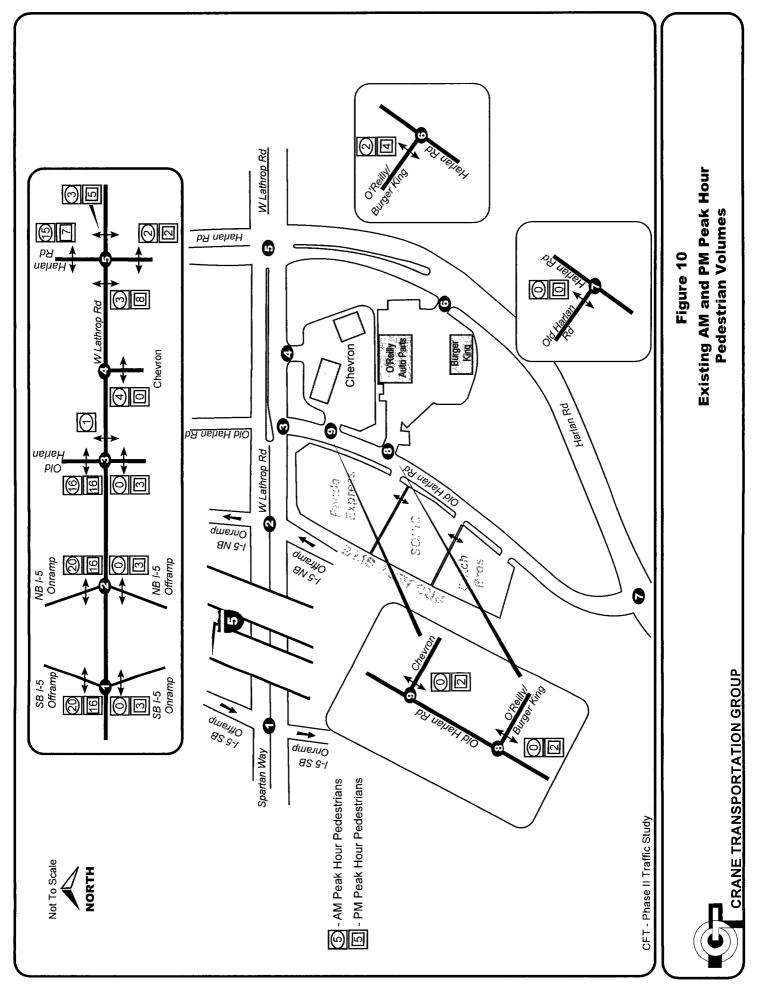


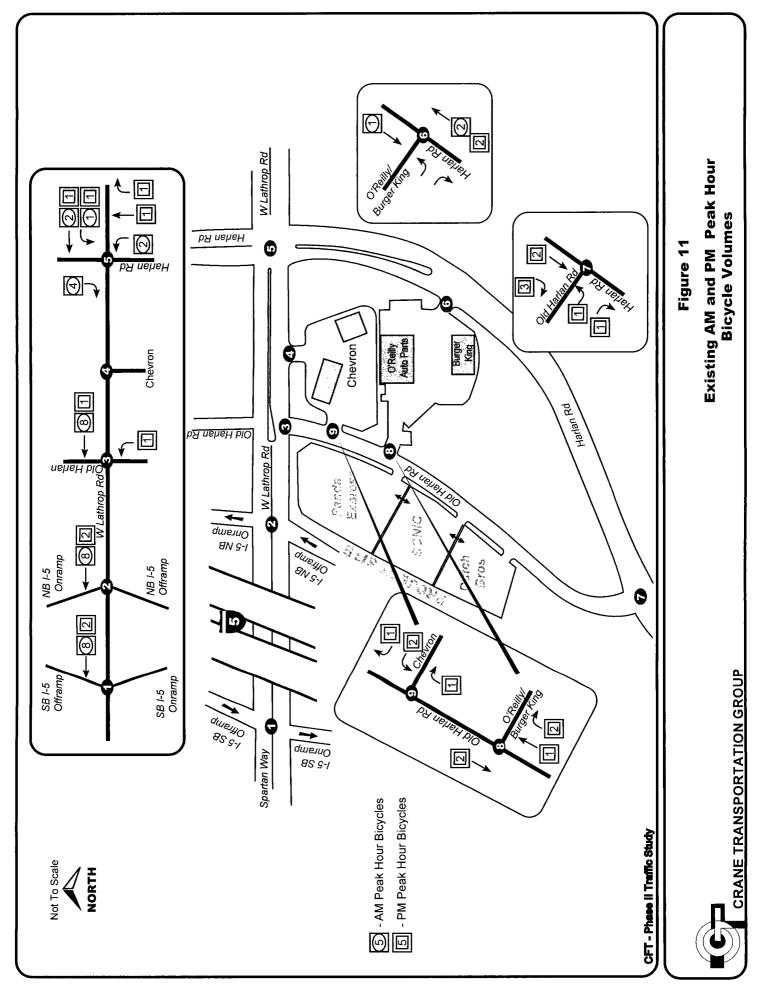


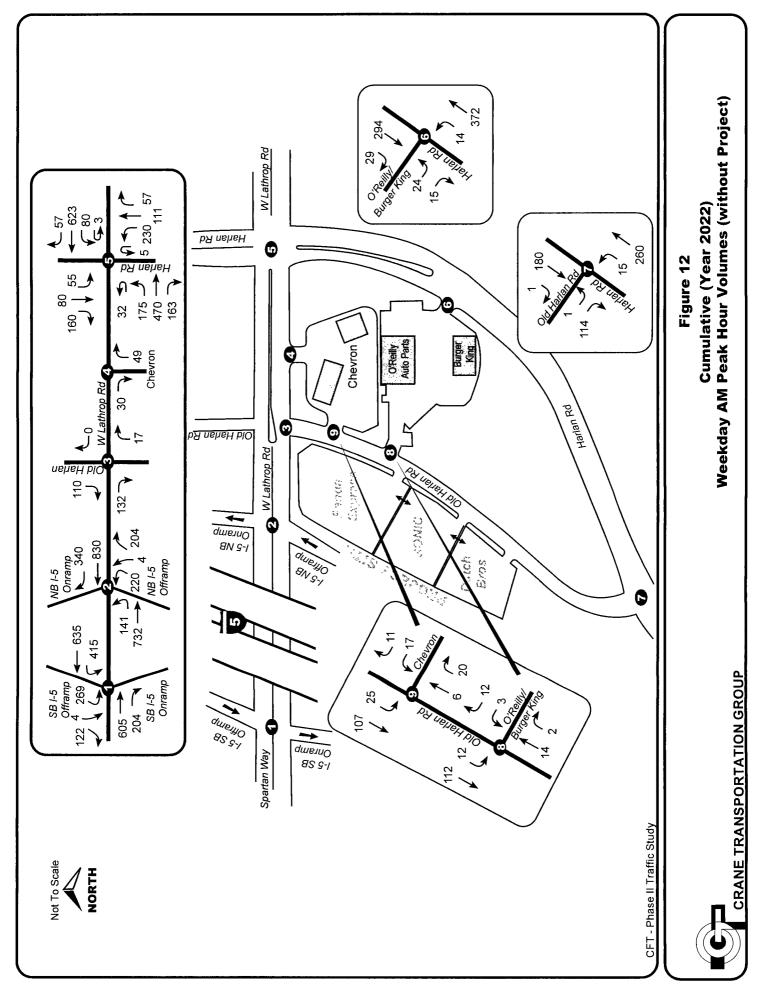


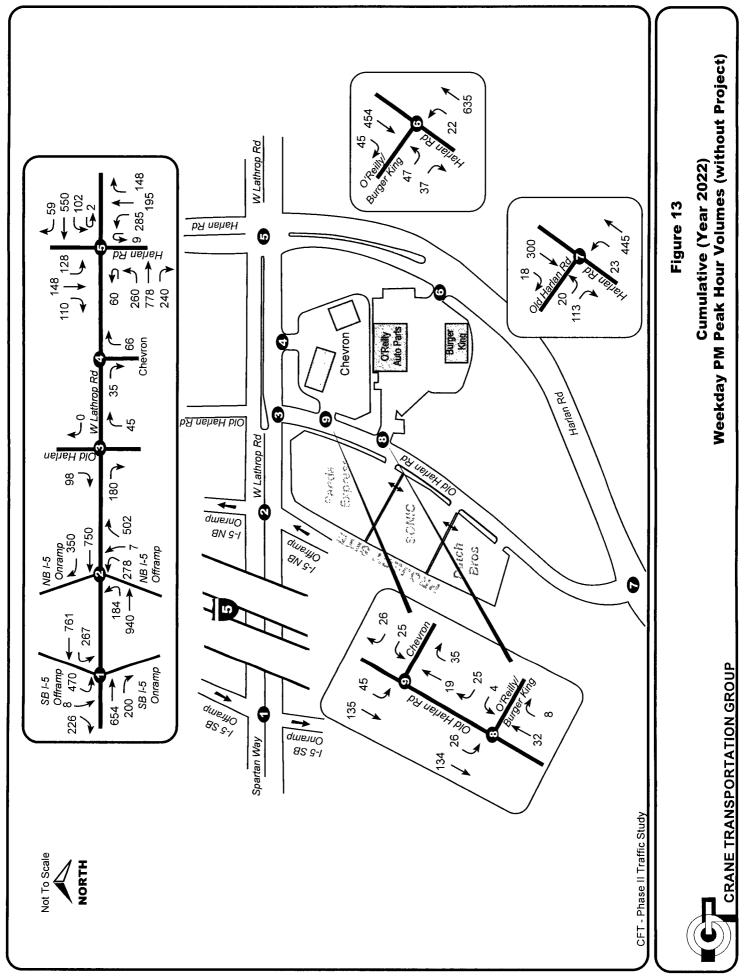


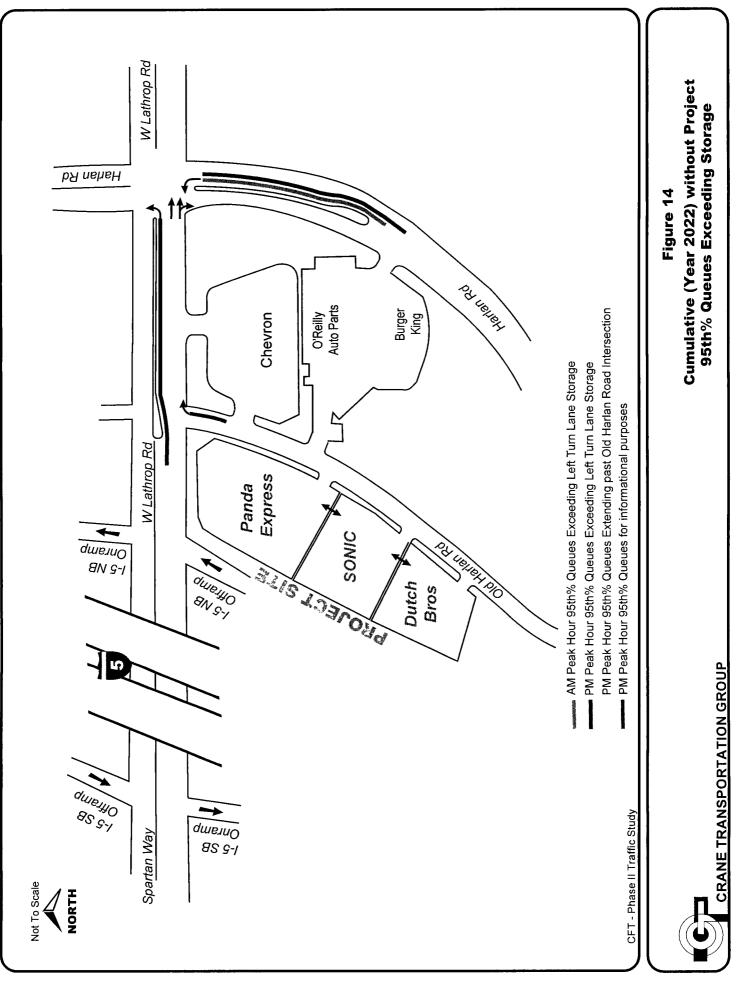


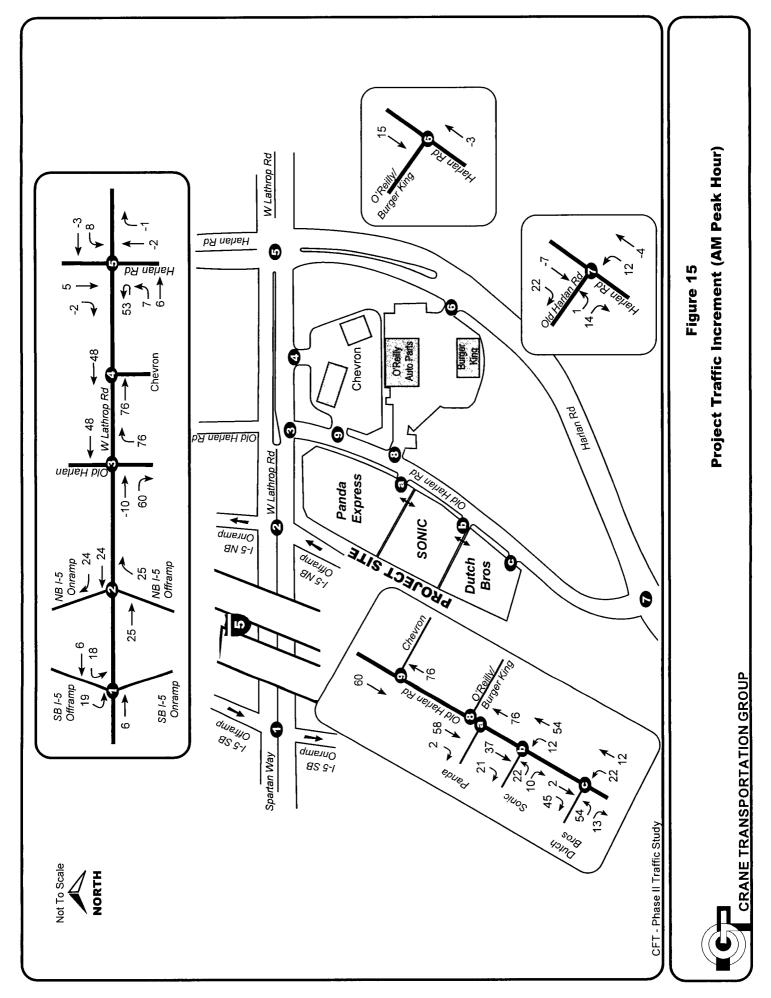


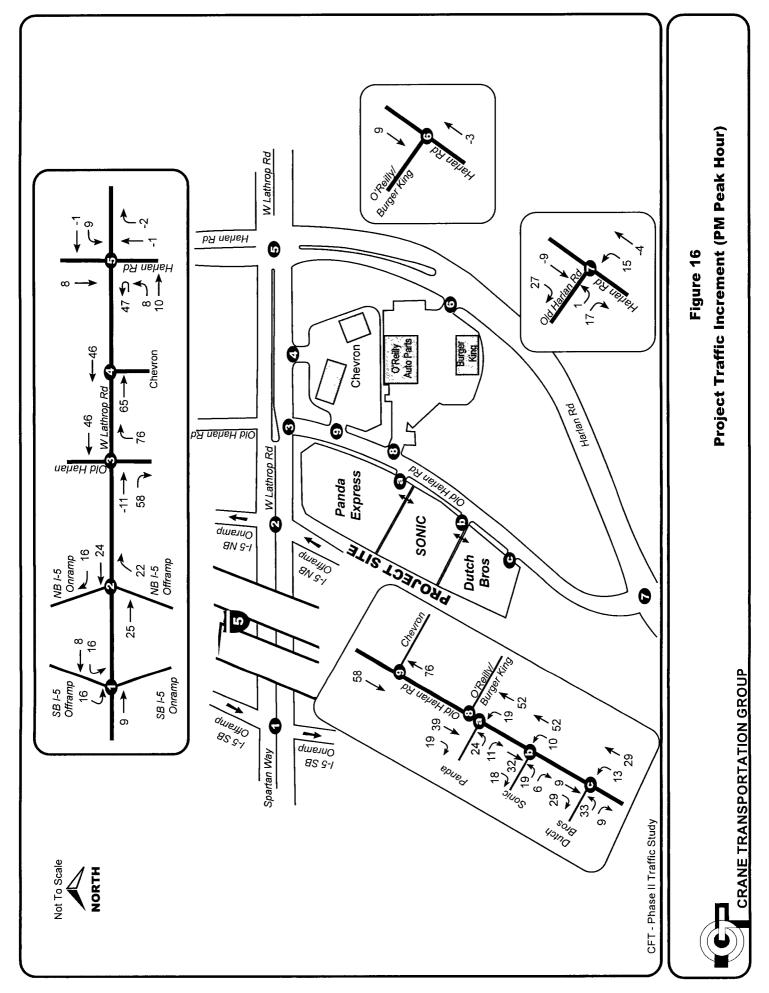


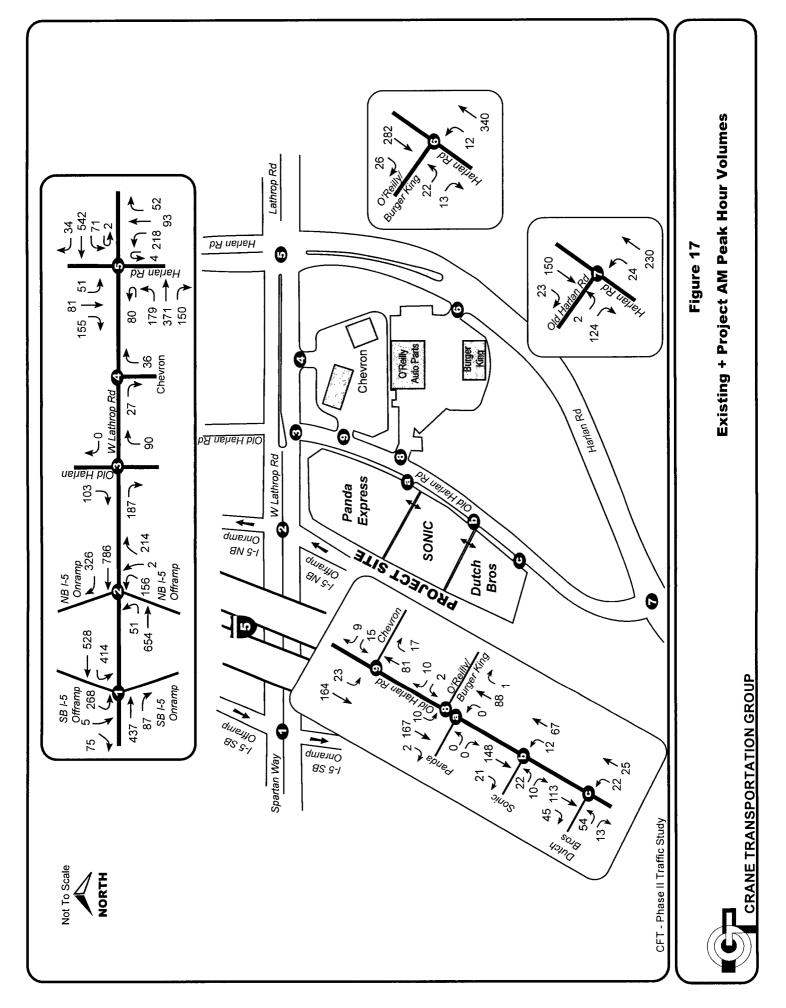


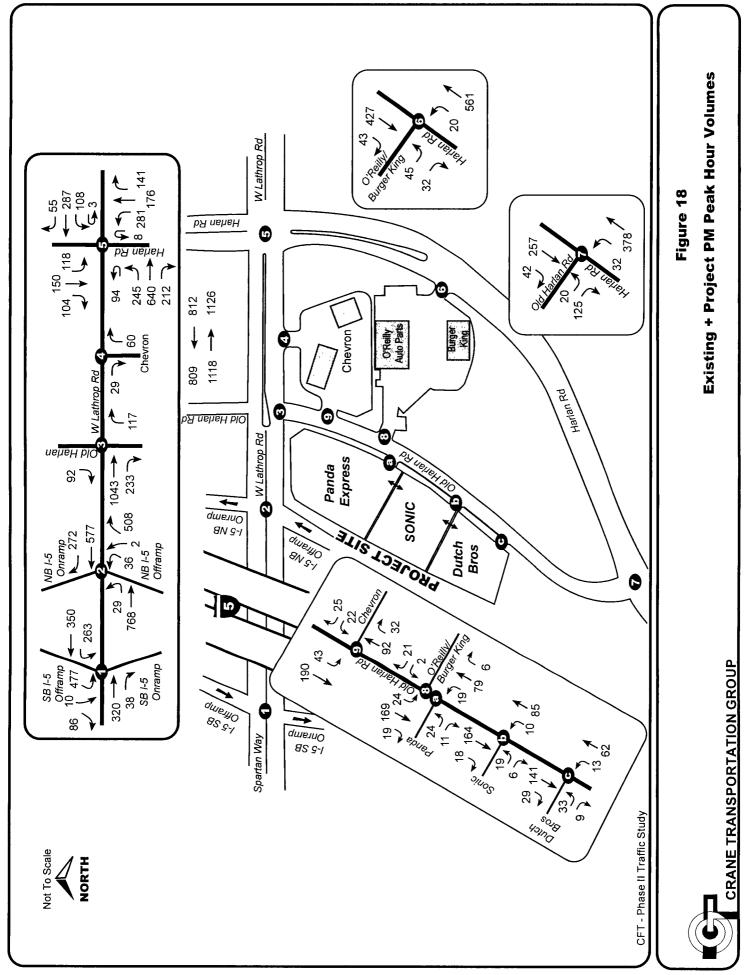


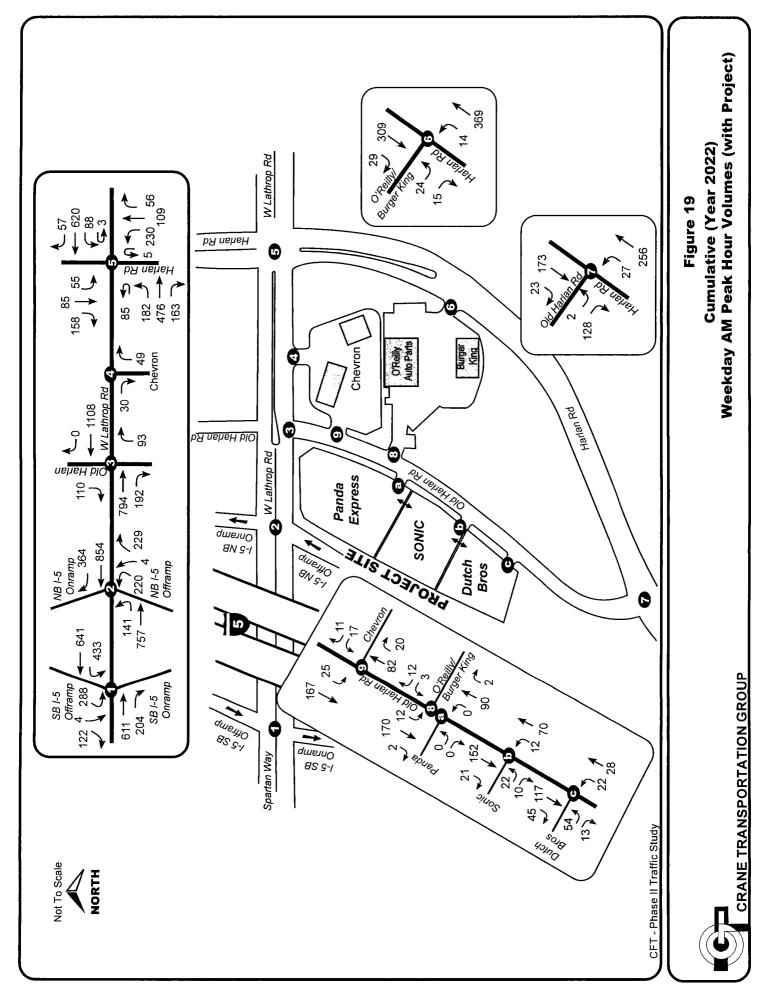


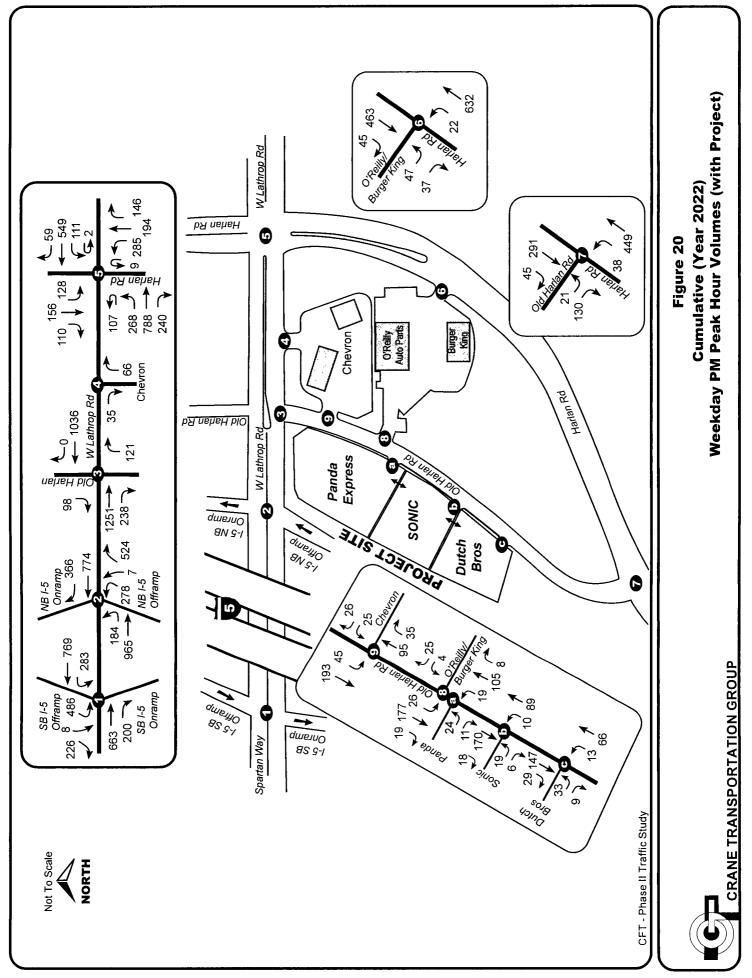


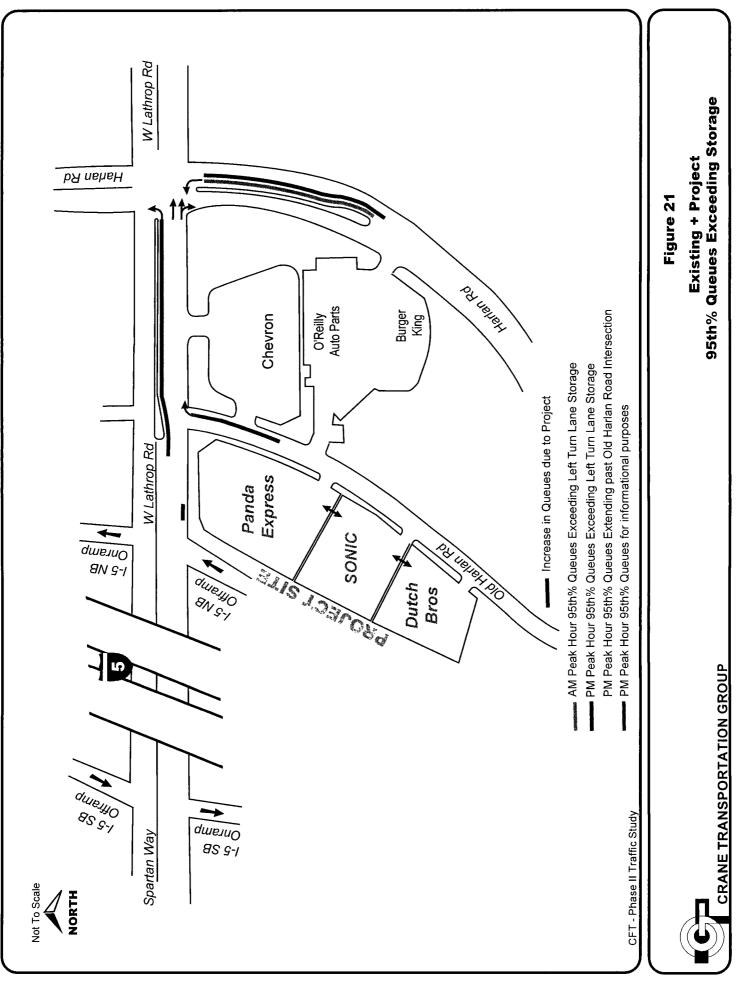


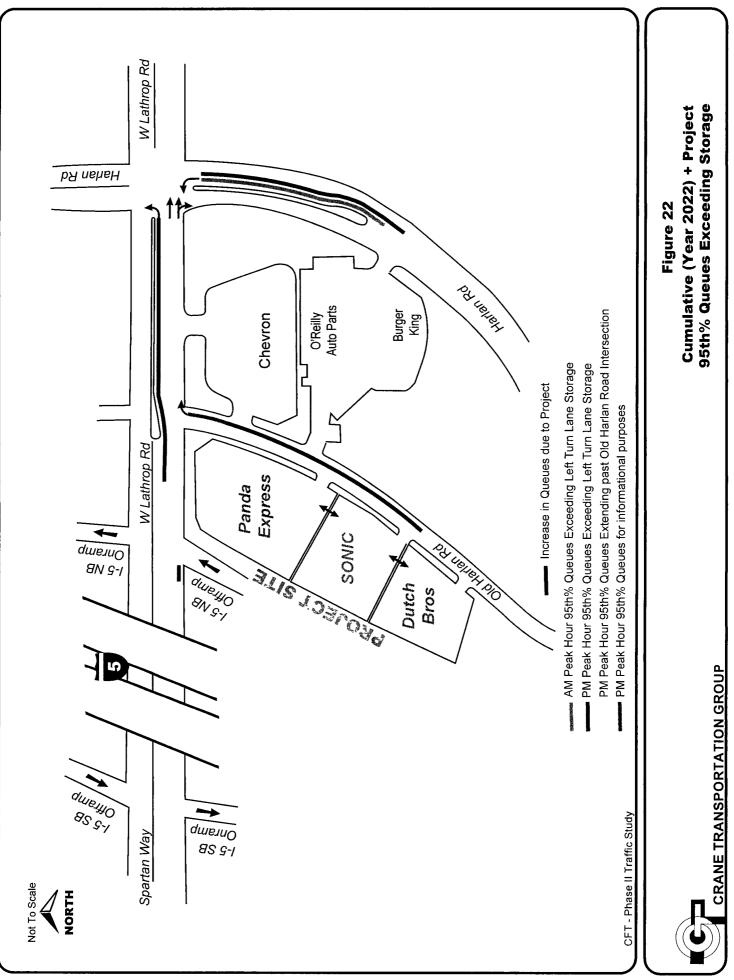










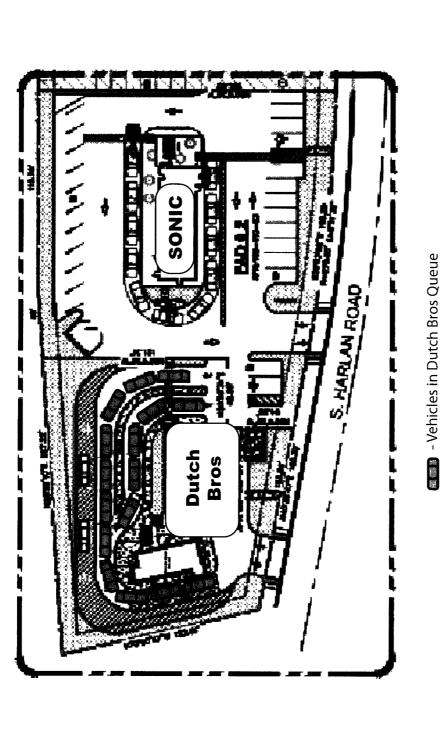


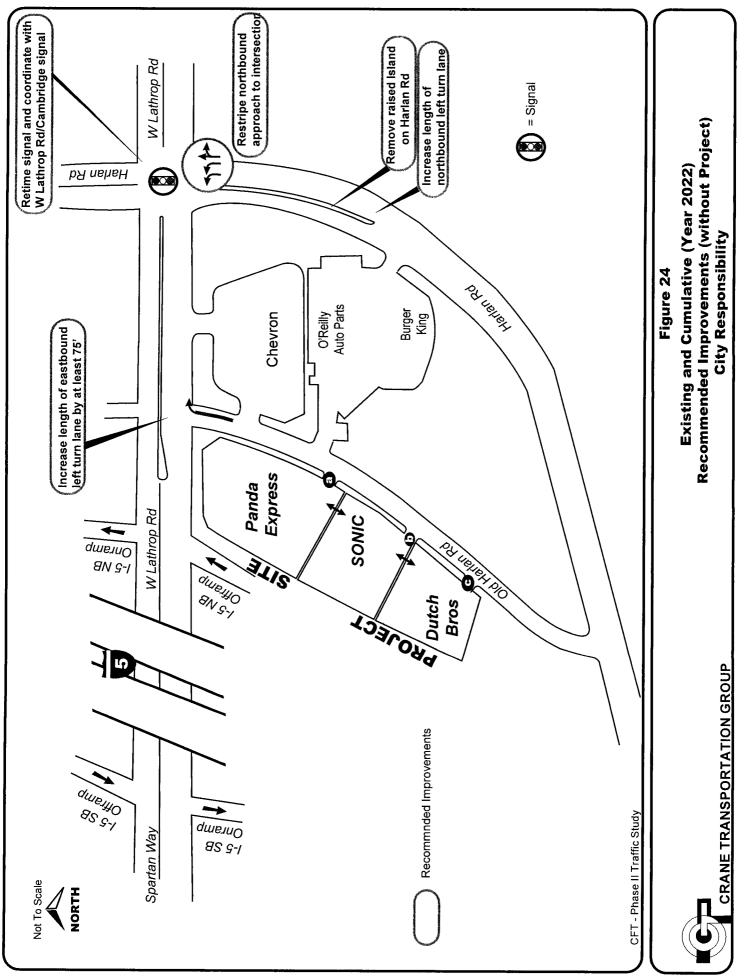
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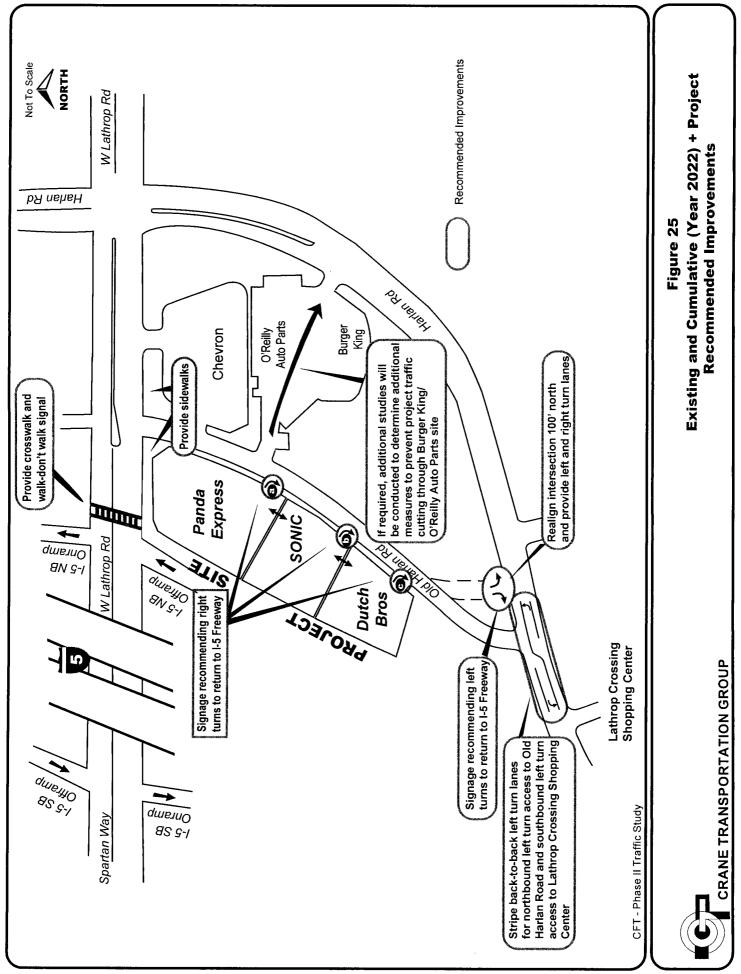
**Dutch Brothers Drive Thru Queueing** 

Figure 23

CFT - Phase II Traffic Study







# Appendices

Appendix A

## **Intersection Level of Service**

## Worksheets

Int Delay, s/veh	2.2							
Movement of the EST	n o series Production		, AR	NBT	SBT	SBR		
Lane Configurations	¥	857497497599	۲	竹	争		<u>n na herrin sandar sana an hawana an hara na hara na harangan na sana na harangan sana na harangan sana na har</u> Na harangan sana na harangan sana sana na ha	
Traffic Vol, veh/h	1	106	9	234	157	1		
Future Vol, veh/h	1	106	9	234	157	1		
Conflicting Peds, #/hr	Ċ O	0	Ő	0	0	Ó		
Sign Control	Stop	Stop	Free	Free	Free	Free		
RT Channelized	0.00	None	-	None	-	None		
Storage Length	0	-	75	-	_	-		
Veh in Median Storage,			10	0	0	_		
Grade, %	# 0	_	_	0	0	-		. '
Peak Hour Factor		84	84	84	84	84		
Heavy Vehicles, %	<b>۳۹</b> کې 0	5	04	4	6	2		
Mvmt Flow	. 1	126	11	279	187	2 1		,
WWITTERUW	- 1	120	11	219	10/	I		
Majerining					hajor2			
Conflicting Flow All	350	188	188	0	-	0		
Stage 1	188	-	-	-	-	-		
Stage 2	162	-	-	-	-	-		
Critical Hdwy	6.6	6.275	4.1	-	-	-		
Critical Hdwy Stg 1	5.4	-	-	-	-	-		
Critical Hdwy Stg 2	5.8	-	-	-	-	-		
Follow-up Hdwy		3.3475	2.2	-	-	-		
Pot Cap-1 Maneuver	639	845	1398	-	-	-		
Stage 1	849	-	-	-	-	-		
Stage 2	856	-	-	-	-	-		
Platoon blocked, %				-	-	-		
Mov Cap-1 Maneuver	634	845	1398	_	-	-		
Mov Cap-2 Maneuver	634	-	-	-	-	_		
Stage 1	842	-	-	-	-	-		
Stage 2	856	-	-	-	-	-		
Oldye Z	000	-	-	-	-	-		
Approach					58	•		
HCM Control Delay, s			0.3		0			
HCM LOS	В							
Americans/Aala Alvat								
Capacity (veh/h)	ing etc.	1398	-	842	-	-		
HCM Lane V/C Ratio		0.008	-	0.151	-	-		
HCM Control Delay (s)		7.6	-	10	-	-		
HCM Lane LOS		A	-	В	-	-		
				0.5				

Existing AM Peak Hour without Project

### HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

13

11-13-2019

	۶	-	$\mathbf{F}$	4	-	€	•	Ť	1	1	Ļ	1
Movament, and a second		y icens					. Nel 🐄					
Lane Configurations		<b>^</b>		ሻ	1						<b>4</b>	
Traffic Volume (veh/h)	0	431	87	396	522	0	0	0	0	249	5	75
Future Volume (veh/h)	0	431	87	396	522	0	0	0	0	249	5	75
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		0.92
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1900	1900	1826	1885	0				1900	1900	1900
Adj Flow Rate, veh/h	0	553	112	508	669	0				319	6	38
Peak Hour Factor	0.78	0,78	0.78	0.78	0.78	0.75			· · · · ·	0.78	0.78	0.78
Percent Heavy Veh, %	0	0	0	5	1	0				0	0	0
Cap, veh/h	• 0	1371	272	544	1269	0				349	7	42
Arrive On Green	0.00	0.32	0.32	0.10	0.22	0.00				0.22	0.22	0.22
Sat Flow, veh/h	. 0	4512	862	1739	1885	0		21		1556	29	185
Grp Volume(v), veh/h	0	438	227	508	669	0				363	0	0
Grp Sat Flow(s), veh/h/ln	Ō	1729	1745	1739	1885	Ő				1771	Õ	Õ
Q Serve(g_s), s	0.0	8.9	9.2	26.1	28.1	0.0				18.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	8.9	9.2	26.1	28.1	0.0				18.0	0.0	0.0
Prop In Lane	0.00	010	0.49	1.00		0.00			,	0.88	0.0	0.10
Lane Grp Cap(c), veh/h	0	1093	551	544	1269	0				398	0	0
V/C Ratio(X)	0.00	0.40	0.41	0.93	0.53	0.00			,	0.91	0.00	0.00
Avail Cap(c_a), veh/h	. 0	1093	551	580	1269	0				657	0.00	0.00
HCM Platoon Ratio	1.00	1.00	1.00	0.33	0.33	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.66	0.66	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	24.1	24.2	39.4	22.4	0.0				34.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	1.1	2.3	15.6	1.0	0.0				7.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%),veh/In	0.0	6.7	7.3	19.5	19.5	0.0				13.0	0.0	0.0
Unsig. Movement Delay, s/veh	•.•	•			1010	0.0				1010	0.0	0.0
LnGrp Delay(d),s/veh	0.0	25.2	26.5	55.1	23.4	0.0				41.1	0.0	0.0
LnGrp LOS	A	C	C	E	C	A				D	A	Â
Approach Vol, veh/h		665			1177						363	
Approach Delay, s/veh		25.6			37.1				;		41.1	
Approach LOS		20.0 C			D						D	
		<u> </u>	né. Acestanijané pricesse		<u>ں</u>	monunexconnector					<b>ب</b>	
Timer - Assigned Phy 1712 1		2.1	Ass. Carl	- 4		6					19 A. A. A. A.	
Phs Duration (G+Y+Rc), s	32.2	33.0		24.8		65.2		,		2		
Change Period (Y+Rc), s	4.0	4.6		4.6		4.6						
Max Green Setting (Gmax), s	30.0	13.4		33.4		47.4						
Max Q Clear Time (g_c+l1), s	28.1	11.2		20.0		30.1						
Green Ext Time (p_c), s	0.1	0.6		0.2		2.2						
Intersection Summary Statut			<u></u>									
HCM 6th Ctrl Delay	*		34.3	· . · ·					andra 1999. M			
HCM 6th LOS			С									
Notes		in the second				4					1.1	

User approved pedestrian interval to be less than phase max green.

Existing AM Peak Hour without Project

11-13	-2019
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Maxanexi Landar Provinsi						1 WDR						1 SPR
Lane Configurations	٦	<b>††</b>			<u></u> ↑ኈ			\$				
Traffic Volume (veh/h)	51	629	0	0	762	302	156	2	189	0	0	0
Future Volume (veh/h)	51	629	0	0	762	302	156	2	189	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.97	1.00		0.95			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1841	1870	0	0	1856	1856	1900	1900	1900			
Adj Flow Rate, veh/h	61	758	0	0	918	364	188	2	77			
Peak Hour Factor	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83			
Percent Heavy Veh, %	4	2	0	0	3	3	0	0	0			
Cap, veh/h	351	2567	0	0	1154	454	212	2	01			
Arrive On Green	0.07	0.24	0.00	0.00	0.47	0.47	0.18	0.18	0.18			
Sat Flow, veh/h	1753	3647	0	. 0	2543	964	1211	13	496			<u> </u>
Grp Volume(v), veh/h	61	758	0	0	658	624	267	0	0			
Grp Sat Flow(s), veh/h/ln	1753	1777	. 0	0	1763	1651	1719	0	0			
Q Serve(g_s), s	3.0	15.7	0.0	0.0	28.4	28.9	13.6	0.0	0.0			
Cycle Q Clear(g_c), s	-3.0	15.7	0.0	0.0	28.4	28.9	13.6	0.0	0.0			
Prop In Lane	1.00		0.00	0.00		0.58	0.70		0.29			
Lane Grp Cap(c), veh/h	351	2567	0	0	830	778	302	0	0			
V/C Ratio(X)	0.17	0.30	0.00	0.00	0.79	0.80	0.89	0.00	0.00			
Avail Cap(c_a), veh/h	351	2567	0	0	830	778	543	0	0			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.82	0.82 ·	0.00	0.00	1.00	· 1.00	1.00	0.00	0:00			
Uniform Delay (d), s/veh	35.0	15.5	0.0	0.0	20.1	20.2	36.2	0.0	0.0			
Incr Delay (d2), s/veh	.0.1	0.2	0.0	0.0	7.7	8.5	3.5	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%),veh/In	2.3	11.5	0.0	0.0	18.4	17.8	9.9	0.0	0.0			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	35.1	15.7	0.0	0.0	27.8	28.8	39.7	0.0	0.0			
LnGrp LOS	D	В	A	А	С	С	D	А	А			
Approach Vol, veh/h	· .	819			1282			267				
Approach Delay, s/veh		17.2			28.2			39.7				
Approach LOS		В			С			D				
Timer-Hassime-Relieve and the					5	6						aligner Receptories
Phs Duration (G+Y+Rc), s		69.6			22.6	47.0		20.4				
Change Period (Y+Rc), s		4.6			4.6	* 4.6		4.6				
Max Green Setting (Gmax), s		52.4			6.0	* 42		28.4	-			
Max Q Clear Time (g_c+I1), s		17.7			5.0	30.9		15.6				
Green Ext Time (p_c), s		3.0			0.0	4.0		0.2				
nesenon-Elimnary surra												
HCM 6th Ctrl Delay			25.7									
HCM 6th LOS			С									
			Managonesining									

User approved pedestrian interval to be less than phase max green. * HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Existing AM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

11-13-201	9
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ane Configurations		à	<u>ቶ</u> ፑ			۳	<b>≜</b> †⊅			3	<u></u> ↑₽	
raffic Volume (veh/h)	27	172	365	150	2	63	545	34	4	218	95	
uture Volume (veh/h)	27	172	365	150	2	63	545	34	4	218	95	;
itial Q (Qb), veh		0	· 0	0		0	0	0	•	0	0	
ed-Bike Adj(A_pbT)		1.00		0.97		1.00		0.97		1.00		0.
arking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.
/ork Zone On Approach			No				No				No	
dj Sat Flow, veh/h/ln		1841	1870	1870		1885	1870	1870		1841	1885	18
dj Flow Rate, veh/h		185	392	161		68	586	37		234	102	
eak Hour Factor	·	0.93	0.93	0.93		0.93	0.93	0.93		0.93	0.93	0.
ercent Heavy Veh, %		4	2	2		1	2	2		4	1	
ap, veh/h		242	835	338		100	877	55		290	643	3
rrive On Green		0.14	0.34	0.34		0.06	0.26	0.26		0.17	0.29	0.
at Flow, veh/h	${\cal N}_{i}^{(1)} =$	1753	2446	989		1795	3387	213	÷ .	1753	2256	11
rp Volume(v), veh/h		185	283	270		68	307	316		234	79	
rp Sat Flow(s), veh/h/ln		1753	1777	1659		1795	1777	1823		1753	1791	16
Serve(g_s), s		6.3	7.7	7.9		2.3	9.5	9.6		7.9	2.0	
ycle Q Clear(g_c), s		6.3	7.7	7.9		2.3	9.5	9.6		7.9	2.0	
rop In Lane		1.00		0.60		1.00	0.0	0.12		1.00	A	0.
ane Grp Cap(c), veh/h		242	606	566		100	460	472		290	511	4
/C Ratio(X)		0.76	0.47	0.48		0.68	0.67	0.67		0.81	0.16	0.
vail Cap(c_a), veh/h		1197	1560	1456		321	664	682		613	801	7
ICM Platoon Ratio	-, -,	1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.
pstream Filter(I)		1.00	· 1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.
		25.5	15.9	15.9		28.5	20.4	20.4		24.7	16.4	16
Iniform Delay (d), s/veh		25.5 5.9	0.7	0.8		<u>9.3</u>	20.4	20.4 <b>2.0</b>		24.7 5.3	0.1	(
ncr Delay (d2), s/veh			0.7	0.0				<b>2.0</b> 0.0				
nitial Q Delay(d3),s/veh		0.0				0.0	0.0			0.0	0.0	(
6ile BackOfQ(95%),veh/ln		5.1	5.2	5.0		2.1	7.0	7.2		6.3	1.4	1
Insig. Movement Delay, s/veh		04 F	40.0	40.7		07.0	00.4	00.4		00.0	40.0	40
nGrp Delay(d),s/veh		31.5	16.6	16.7		37.8	22.4	22.4		30.0	16.6	16
nGrp LOS		С	B	В		D	C	С		С	B	
pproach Vol, veh/h			738				691				393	
pproach Delay, s/veh			20.3				23.9				24.6	
pproach LOS	•		С				С				C	
		25				d and a second	2 73					
hs Duration (G+Y+Rc), s	7.0	22.0	7.4	25.0	14.7	14.4	12.5	19.9		,	1	ternel success
hange Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
lax Green Setting (Gmax), s	11.0	27.5	11.0	54.0	21.5	16.5	42.0	23.0				
lax Q Clear Time (g_c+l1), s	3.9	4.3	4.3	9.9	9.9	7.4	8.3	11.6				
reen Ext Time (p_c), s	.0.1	0.5	0.1	2.8	0.4	0.5	0.6	2.2				
·····												
ICM 6th Ctrl Delay		<u>.</u>	23.3	94 (44 ) 14 (44 )							1997 (1997) 1997 (1997)	
CM 6th LOS			20.0 C									
Oles company and the second		Listeration										
ser approved pedestrian interv												

Existing AM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

	1	ţ	4		
			Sec.		
Lane Configurations	٦	<b>≜</b> †₽		· · · · · · · · · · · · · · · · · · ·	
Traffic Volume (veh/h)	51	76	157	· · · · ·	
Future Volume (veh/h)	51	76	157		
Initial Q (Qb), veh	0	0	0		
Ped-Bike Adj(A_pbT)	1.00		0.95		
Parking Bus, Adj	1.00	1.00	1.00		
Work Zone On Approach		No			
Adj Sat Flow, veh/h/ln	1841	1841	1841		
Adj Flow Rate, veh/h	55	82	142		
Peak Hour Factor	0.93	0.93	0.93		
Percent Heavy Veh, %	4	4	4		
Cap, veh/h	87	282	240		·
Arrive On Green	0.05	0.16	0.16		
Sat Flow, veh/h	1753	1749	1488	·	
Grp Volume(v), veh/h	55	82	142		
Grp Sat Flow(s),veh/h/ln	1753	1749	1488	· .	: 
Q Serve(g_s), s	1.9	2.5	5.4		
Cycle Q Clear(g_c), s	1.9	2.5	5.4		
Prop In Lane	1.00		1.00		
Lane Grp Cap(c), veh/h	87	282	240		
V/C Ratio(X)	0.63	0.29	0.59		
Avail Cap(c_a), veh/h	314	469	399		
HCM Platoon Ratio	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00		
Uniform Delay (d), s/veh	28.7	22.7	23.9		
Incr Delay (d2), s/veh	8.9	0.6	2.3		
Initial Q Delay(d3),s/veh	0.0	0.0	0.0		
%ile BackOfQ(95%),veh/In	- 1.7	1.8	3.5		
Unsig. Movement Delay, s/veh	I				
LnGrp Delay(d),s/veh	37.5	23.3	26.2		
LnGrp LOS	D	С	С		
Approach Vol, veh/h		279			
Approach Delay, s/veh		27.6			
Approach LOS		С			
Timer Assigned Bins 2012		AND DO DO	19 a. 19 a.		
					and a second state of the second state of the

int Delay, s/veh	1.9			10.0011010460450			
Movement			<b>N</b> AL	Met	SET		
Lane Configurations	Ŷ		ሻ	<b>††</b>	ţ,		nan ayan da yan ayan ayan da yan ayan da yan ayan yan yan yan yan yan yan ayan da yan yan yan yan yan yan yan y
Traffic Vol, veh/h	19	108	17	382	266	15	
Future Vol, veh/h	19	108	17	382	266	15	
Conflicting Peds, #/hr	0	0	. 0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	·
Storage Length	0	-	75	-	-	-	
Veh in Median Storage	e, # · 0	-	-	0	0	-	
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	.97	. 97	97	97	97	97	
Heavy Vehicles, %	2		2	4	4	2	
Mvmt Flow	. 20	111	18	394	274	15	
PREVENT AND DESCRIPTION OF THE PROPERTY OF THE	Mapily			¥1. * ∂≬	i atra		
Conflicting Flow All	515	282	289	0	-	0	
Stage 1	282	-	-	-	-	-	
Stage 2	233	-	-	-	-	-	
Critical Hdwy	6,63	6.23	4.13	-	-	-	
Critical Hdwy Stg 1	5.43	-	-	-	-	-	
Critical Hdwy Stg 2	5.83		-	-	-	-	
Follow-up Hdwy		3.319	2.219	-	-	-	
Pot Cap-1 Maneuver	504	756	1271	-	-	-	
Stage 1	765	-	-	-	-	-	
Stage 2	784	-	-	-	-	-	
Platoon blocked, %				-	-	-	
Mov Cap-1 Maneuver	497	756	1271	-	-	-	
Nov Cap-2 Maneuver	497	-	-	-	-	-	
Stage 1	754	-	-	-	-	÷	
Stage 2	784	-	-	-	-	-	
Approach	44.2				-	6-19-8-	
HCM Control Delay, s HCM LOS	11.3		0.3		0		
	В						
Vindritanevinalist nyvn	, . ,	4074	N. Carlos	704			
Capacity (veh/h) HCM Lane V/C Ratio		1271	-	<b>701</b> 0.187	-	-	
HCM Control Delay (s)		0.014 7.9	-	0.107 11.3	-	-	
HCM Lane LOS			-	11.3 B	-	•	
HCM 25th %tile Q(veh)		A 0	-	о.7	-	-	
ICINI BORI WIRE (J(Ven)		U	-	0.7	-	+	· · · ·

Existing PM Peak Hour without Project

### HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

	۶	-+	$\mathbf{F}$	4	←	×.	1	1	1	1	Ļ	4
Movement 200 Martin -				TINGLA		WER	R NADA				SET	SDR
Lane Configurations	973688291,4564939444	<b>**</b>	SB i Cito Magdage A Doch	٣	†				i i i ni vele i i i di 1200 (	Et til Block after til de	<b>4</b> )	
Traffic Volume (veh/h)	0	311	38	247	342	0	0	0.		461	10	86
Future Volume (veh/h)	Ō	311	38	247	342	Õ	Õ	õ	Õ	461	10	86
Initial Q (Qb), veh	Ō	0	0	0	0	Ő	Ū	Ū	Ŭ	0	0	Ő
Ped-Bike Adj(A_pbT)	1.00	. •	1.00	1.00	•	1.00				1.00	•	0.95
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach	,,,,,,,	No			No	1.00					No	
Adj Sat Flow, veh/h/ln	0	1900	1900	1781	1870	0				1900	1900	1900
Adj Flow Rate, veh/h	Õ	349	43	278	384	Õ				518	11	46
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.75				0.89	0.89	0.89
Percent Heavy Veh, %	0	0	0	8	2	0				0.00	0.00	0.00
Cap, veh/h	Õ	594	72	645	1043	Ő			•	547	12	49
Arrive On Green	0.00	0.13	0.13	0.38	0.56	0.00			÷	0.34	0.34	0.34
Sat Flow, veh/h	0	4861	-566	1697	1870	0.00			5	1608	34	143
Grp Volume(v), veh/h	0	255	137	278	384	0				575	0	0
Grp Sat Flow(s), veh/h/in	- <b>O</b>	1729	1798	1697	1870	0				1785	0	0
Q Serve(g_s), s	0.0	6.3	6.5	10.9	10.3	0.0				28.2	0.0	0.0
Cycle Q Clear(g_c), s	0.0	6.3	6.5 6.5	10.9	10.3 10.3	0.0				20.2 <b>28.2</b>	0.0 0.0	0.0
Prop In Lane	0.00	0.0	0.31	1.00	10.5	0.00				<b>20.2</b> 0.90	0.0	0.0
Lane Grp Cap(c), veh/h	0.00	438	228	645	1043	0.00				607	0	
V/C Ratio(X)	0.00	<b>430</b> 0.58	0.60	0.43	0.37	0.00				0.95	0.00	0
	0.00	438	228	645	0.37 <b>1043</b>					0.95 841		0.00
Avail Cap(c_a), veh/h HCM Platoon Ratio	1.00	430 1.00	1.00	1.00		<b>0</b> 1.00					0	0
					1.00					1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.83	0.83	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	37.1	37.1	20.7	11.1	0.0				28.9	0.0	0.0
Incr Delay (d2), s/veh	. 0.0	5.6	11.2	0.1	0.8	0.0				14.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%),veh/In	0.0	5.3	6.3	7.3	7.2	0.0				20.0	0.0	0.0
Unsig. Movement Delay, s/veh	<u>^</u>	40.0	40.0	~~ ~						40.0	~ ~	• •
LnGrp Delay(d),s/veh	0.0	42.6	48.3	20.8	11.9	0,0				43.0	0.0	0.0
LnGrp LOS	<u> </u>	D	D	С	<u> </u>	A				D	A	<u> </u>
Approach Vol, veh/h		392			662						575	
Approach Delay, s/veh		44.6			15.6						43.0	
Approach LOS		D			В						D	
Timer-Assigned High 1993		( # 19 <b>2</b> .				6.4					ant a te	
Phs Duration (G+Y+Rc), s	38.8	16.0		35.2		54.8	**************************************		1			
Change Period (Y+Rc), s	4.6	* 4.6		4.6		4.6						
Max Green Setting (Gmax), s	23.0	* 11		42.4		38.4						
Max Q Clear Time (g_c+l1), s	12.9	8.5		30.2		12.3						
Green Ext Time (p_c), s	0.1	0.4		0.4		1.2						
intersection Summany		US N.L		t di M								
HCM 6th Ctrl Delay	·. ·	,	32.3					; ;		,		
HCM 6th LOS			C									
Notes												

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Existing PM Peak Hour without Project

11	-13-2019	
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Movement in a data to the second						- MBR						
Lane Configurations	ሻ				<b>≜</b> ∱}		-	4				
Traffic Volume (veh/h)	29	743	0	0	553	256	36	2	486	Ú.	0	0
Future Volume (veh/h)	29	743	0	0	553	256	36	2	486	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		0.98			
Parking Bus, Adj	1.00	1,00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No		,		
Adj Sat Flow, veh/h/In	1856	1885	0	0	1885	1885	1900	1900	1900			
Adj Flow Rate, veh/h	31	790	0	0	588	272	38	2	384			
Peak Hour Factor	0.94	0.94	0.94	0.83	0.94	0.94	0.94	0.94	0.94			
Percent Heavy Veh, %	3	1	0	0	1	1	0	0	0			
Cap, veh/h	106	2193	. 0	0	1199	554	41	2	412			
Arrive On Green	0.12	1.00	0.00	0.00	0.51	0.51	0.29	0.29	0.29			
Sat Flow, veh/h	1767	3676	0	. 0	2455	1091	143	8	1442			
Grp Volume(v), veh/h	31	790	0	0	446	414	424	0	0			
Grp Sat Flow(s), veh/h/in	1767	1791	Ő	0	1791	1661	1592	- <b>O</b> -	0			
Q Serve(g_s), s	1.4	0.0	0.0	0.0	14.7	14.7	23.3	0.0	0.0			
Cycle Q Clear(g_c), s	1.4	0.0	0.0	0.0	14.7	14.7	23.3 <b>23.3</b>					
Prop In Lane	1.00	0.0	0.00	0.00	14.7	0.66		0.0	0.0			
Lane Grp Cap(c), veh/h	100	2193			040		0.09	~	0.91			
V/C Ratio(X)	0.29		0	0	910	843	454	0	0			
		0.36	0.00	0.00	0.49	0.49	0.93	0.00	0.00			
Avail Cap(c_a), veh/h	208	2193	0	0	910	843	679	. 0	0			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.93	0.93	0.00	0.00	1.00	1.00	1.00	0.00	0.00	•		
Uniform Delay (d), s/veh	37.9	0.0	0.0	0.0	14.5	14.5	31.3	0.0	0.0			
Incr Delay (d2), s/veh	0.5	0.4	0.0	0.0	1.9	2.0	12.1	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%),veh/in	1.1	0.2	0.0	0.0	10.1	9.5	15.4	0.0	0.0			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	38.4	0.4	0.0	0.0	16.4	16.6	43.5	0.0	0.0			
LnGrp LOS	D	A	Α	A	B	B	D	Α	Α			
Approach Vol, veh/h		821			860			424				
Approach Delay, s/veh		1.9			16.5			43.5				
Approach LOS		Α			В			D				
Timer-Assigned Bigs Tusts					1.5	Ê						
Phs Duration (G+Y+Rc), s		59.7	and of the second second second	·,	9.4	50.3		30.3		in the second		
Change Period (Y+Rc), s		4.6			4.0	4.6		4.6				
Max Green Setting (Gmax), s		42.4			10.6	27.8		38.4				
Max Q Clear Time (g_c+l1), s		2.0			3.4	16.7		25.3				
Green Ext Time (p_c), s		3.2			0.0	2.4		0.3		· .		
ntersection Schematic Is one				Kata kata					An thus			
HCM 6th Ctrl Delay		, , , , , , , , , , , , , , , , , , , ,	16.2						a nagala.			,
HCM 6th LOS	,		10.2 B						· . ·			
			D									
Notes							100		l e page			

User approved pedestrian interval to be less than phase max green.

Existing PM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

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<u>Merical and a second second</u>		1981 I		E E E E E		WELL						
Lane Configurations		A	ተኩ			٣	<u>†</u> î∌			1	<b>†</b> Þ	
Traffic Volume (veh/h)	47	237	630	212	3	99	288	- 55	8	281	177	143
Future Volume (veh/h)	47	237	630	212	3	99	288	55	8	281	177	143
Initial Q (Qb), veh		0	0	· 0		0	0	0		0	0	0
Ped-Bike Adj(A_pbT)		1.00		0.99		1.00		0.97		1.00		0.99
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.00
Work Zone On Approach			No				No				No	
Adj Sat Flow, veh/h/In		1885	1885	1885		1900	1900	1900		1870	1870	1870
Adj Flow Rate, veh/h		244	649	219		102	297	47		290	182	147
Peak Hour Factor	,	0.97	0.97	0.97		0.97	0.97	0.97	· .	0.97	0.97	0.97
Percent Heavy Veh, %		1	1	1		0	0	0		2	2	2
Cap, veh/h		415	876	295		134	552	86		350	477	361
Arrive On Green		0.23	0.33	0.33		0.07	0.18	0.18		0.20	0.25	0.25
Sat Flow, veh/h		1795	2622	884	199 1	1810	3112	486		1781	1913	1450
Grp Volume(v), veh/h		244	443	425		102	171	173		290	168	161
Grp Sat Flow(s), veh/h/ln		1795	1791	1716		1810	1805	1793		1781	1777	1586
Q Serve(g_s), s		7.9	14.3	14.4		3.6	5.6	5.8		10.2	5.1	5.6
Cycle Q Clear(g_c), s		7.9	14.3	14.4		3.6	5.6	5.8		10.2	5.1	5.6
Prop In Lane		1.00	1-7.0	0.52		1.00	0.0	0.27		1.00	0.1	0.91
Lane Grp Cap(c), veh/h		415	598	573		134	320	318		<b>350</b>	443	395
V/C Ratio(X)		0.59	0.74	0.74		0.76	0.53	0.55		0.83	0.38	0.41
Avail Cap(c_a), veh/h		822	1066	1021	-	386	633	629		0.83 859	935	835
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00		009 1.00		
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	1.00		· <b>1.00</b>	1.00	1.00
Uniform Delay (d), s/veh		22.4	19.3	19.3		29.8	24.5	24.6		25.3	<b>1.00</b> 20.4	1.00
Incr Delay (d2), s/veh		1.6	2.2	2.3		29.0 10.0	24.5 1.7	24.0 1.8		25.3 5.1		20.6
Initial Q Delay(d3),s/veh		0.0	<b>2.2</b> 0.0	0.0		0.0	0.0				0.5	0.7
%ile BackOfQ(95%),veh/in		6.0	9.7	9.4		0.0 3.4	4.3	0.0 <b>4.4</b>		0.0	0.0	0.0
Unsig. Movement Delay, s/veh		0.0	9.1	5.4		3.4	4.5	4,4		8.0	3.7	3.6
LnGrp Delay(d),s/veh		24.0	04 E	04 G		20.0	00.4	00.0		00.0	00.0	
LnGrp LOS		<b>24.0</b> C	21.5 C	<b>21.6</b> C		39.8	26.1	26.3		30.3	20.9	21.2
		<u> </u>		U U		D	<u>C</u>	C		C	<u>C</u>	<u> </u>
Approach Vol, veh/h			1112				446				619	
Approach Delay, s/veh			22.1				29.3				25.4	
Approach LOS			С				С				Ċ	
Timeral Assimilition and a state		2	8	4	. 6	6	7					
Phs Duration (G+Y+Rc), s	9.9	20.8	8.9	25.9	17.4	13.4	19.1	15.6				<u>Elemente de la composition de</u>
Change Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
Max Green Setting (Gmax), s	16.0	34.5	14.0	39.0	31.6	18,4	30.0	23.0				
Max Q Clear Time (g_c+l1), s	6.5	7.6	5.6	16.4	12.2	6.3	9.9	7.8				
Green Ext Time (p_c), s	0.2	1.1	0.1	4.4	0.7	0.6	0.8	1.3				
mersection contractor and												
And an and a second sec			OF F									
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HCM 6th LOS			С									
Notes												
User approved pedestrian inter	val to he	less that	nhase m	lax green								
User approved ignoring U-Turn			· pridoe II	an green	•					× 2		
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Existing PM Peak Hour without Project

11	1-13	-2019	
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Lane Configurations         1         1         141           Traffic Volume (veh/h)         118         142         104           Future Volume (veh/h)         118         142         104           Initial Q (Qb), veh         0         0         0           Ped-Bike Adj(A_pbT)         1.00         1.00         1.00           Ped-Bike Adj(A_pbT)         1.00         1.00         1.00           Work Zone On Approach         No         Adj Sat Flow, veh/h/In         1841           Adj Sat Flow, veh/h         122         146         81           Peak Hour Factor         0.97         0.97         0.97           Percent Heavy Veh, %         4         2         2           Cap, veh/h         159         303         157           Arrive On Green         0.09         0.14         0.14           Sat Flow, veh/h         1753         2229         1155           Grp Volume(v), veh/h         122         114         113           Grp Sat Flow(s), veh/h/In         1753         1777         1607           Q Serve(g_s), s         4.5         3.9         4.3           Cycle Q Clear(g_c), set         4.5         3.9         4.3 <t< th=""><th></th><th>1</th><th>Ļ</th><th>4</th></t<>		1	Ļ	4
Traffic Volume (veh/h)       118       142       104         Future Volume (veh/h)       118       142       104         Initial Q (Qb), veh       0       0       0         Ped-Bike Adj(A_pbT)       1.00       0.96       9         Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No       Adj Sat Flow, veh/h/ln       1841       1870         Adj Sat Flow, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/hulin       1753       3.9       4.3         Prop In Lane       1.00       0.72       1.01         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       28       499       451	Maximum and a state of the state of the			U ISBR
Traffic Volume (veh/h)       118       142       104         Future Volume (veh/h)       118       142       104         Initial Q (Qb), veh       0       0       0         Ped-Bike Adj(A_pbT)       1.00       0.96         Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No         Adj Sat Flow, veh/h/ln       1841       1870         Adj Sat Flow, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/hlin       1753       3.9       4.3         Prop In Lane       1.00       0.72       1.4       1.4         Lane Grp Cap(c), veh/h       159       241       218       218         V/C Ratio(X)       0.77       0.47       0.52       Avail Cap(c_a), veh/h       28       499       451	Lane Configurations	ሻ	<b>ት</b> ኈ	
Future Volume (veh/h)       118       142       104         Initial Q (Qb), veh       0       0       0         Ped-Bike Adj(A_pbT)       1.00       1.00       1.00         Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No       Adj Sat Flow, veh/h/ln       1841       1870         Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       1.4         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451				104
Ped-Bike Adj(A_pbT)       1.00       0.96         Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No       Adj Sat Flow, veh/h/ln       1841       1870         Adj Sat Flow, veh/h/ln       1841       1870       1870         Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c, a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3 <t< td=""><td>Future Volume (veh/h)</td><td></td><td>142</td><td></td></t<>	Future Volume (veh/h)		142	
Ped-Bike Adj(A_pbT)       1.00       0.96         Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No       Adj Sat Flow, veh/h/ln       1841       1870         Adj Sat Flow, veh/h/ln       1841       1870       1870         Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c, a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3 <t< td=""><td></td><td></td><td></td><td></td></t<>				
Parking Bus, Adj       1.00       1.00       1.00         Work Zone On Approach       No         Adj Sat Flow, veh/h/ln       1841       1870       1870         Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/in       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       128         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       <		1.00		
Work Zone On Approach         No           Adj Sat Flow, veh/h/ln         1841         1870         1870           Adj Flow Rate, veh/h         122         146         81           Peak Hour Factor         0.97         0.97         0.97           Percent Heavy Veh, %         4         2         2           Cap, veh/h         159         303         157           Arrive On Green         0.09         0.14         0.14           Sat Flow, veh/h         1753         2229         1155           Grp Volume(v), veh/h         122         114         113           Grp Sat Flow(s), veh/hln         1753         1777         1607           Q Serve(g_s), s         4.5         3.9         4.3           Cycle Q Clear(g_c), s         4.5         3.9         4.3           Prop In Lane         1.00         0.72         128           Lane Grp Cap(c), veh/h         159         241         218           V/C Ratio(X)         0.77         0.47         0.52           Avail Cap(c_a), veh/h         428         499         451           HCM Platoon Ratio         1.00         1.00         1.00           Unstream Filter(I)         1.00			1.00	
Adj Sat Flow, veh/h/ln       1841       1870       1870         Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/hlin       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       128         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Unifor Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Dela/				· ,
Adj Flow Rate, veh/h       122       146       81         Peak Hour Factor       0.97       0.97       0.97         Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/hln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       140         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         Unsig. Movemen		1841		1870
Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         Wile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsg. Movement Delay, s/veh       D       C       C         InG	Adj Flow Rate, veh/h	122		
Percent Heavy Veh, %       4       2       2         Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       218         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         Unsig. Movement Delay, s/veh       38.1       27.6       28.2	· ·			
Cap, veh/h       159       303       157         Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/hln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72       188         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         Wile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       27.6       28.2       28.2      <				
Arrive On Green       0.09       0.14       0.14         Sat Flow, veh/h       1753       2229       1155         Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s), veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         Wise Movement Delay, s/veh       38.1       27.6       28.2         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Delay				
Sat Flow, veh/h         1753         2229         1155           Grp Volume(v), veh/h         122         114         113           Grp Sat Flow(s), veh/h/ln         1753         1777         1607           Q Serve(g_s), s         4.5         3.9         4.3           Cycle Q Clear(g_c), s         4.5         3.9         4.3           Prop In Lane         1.00         0.72         Lane Grp Cap(c), veh/h         159         241         218           V/C Ratio(X)         0.77         0.47         0.52         Avail Cap(c_a), veh/h         428         499         451           HCM Platoon Ratio         1.00         1.00         1.00         1.00         1.00           Upstream Filter(I)         1.00         1.00         1.00         1.00         1.00           Uniform Delay (d2), s/veh         8.9         1.4         1.9         1.1113         Q Delay(d3), s/veh         0.0         0.0           Wile BackOfQ(95%), veh/ln         3.9         3.0         3.0         3.0         Unsig. Movement Delay, s/veh         Unsig. Movement Delay, s/veh         28.1         27.6         28.2         28.2         1.Grp LOS         D         C         C           Approach Vol, veh/h         349 </td <td></td> <td></td> <td></td> <td></td>				
Grp Volume(v), veh/h       122       114       113         Grp Sat Flow(s),veh/h/ln       1753       1777       1607         Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d2), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       InGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C       C         Approach Vol, veh/h       349       31.5       31.5				
Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       InGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C       C         Approach Vol, veh/h       349       349       345		a second s	and a strength of a strength of the	
Q Serve(g_s), s       4.5       3.9       4.3         Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3),s/veh       0.0       0.0       0.0         Wile BackOfQ(95%),veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       InGrp Delay(d),s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C       C         Approach Vol, veh/h       349       349       349				
Cycle Q Clear(g_c), s       4.5       3.9       4.3         Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3),s/veh       0.0       0.0       0.0         %ile BackOfQ(95%),veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       InGrp Delay(d),s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C       C         Approach Vol, veh/h       349       349       349         Approach Delay, s/veh       31.5       31.5       31.5				
Prop In Lane       1.00       0.72         Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3),s/veh       0.0       0.0       0.0         Wile BackOfQ(95%),veh/in       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       Unsig. Movement Delay, s/veh       Unsig.       28.1         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
Lane Grp Cap(c), veh/h       159       241       218         V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3),s/veh       0.0       0.0       0.0         %ile BackOfQ(95%),veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       Unsig.       28.1       27.6       28.2         LnGrp Delay(d),s/veh       38.1       27.6       28.2         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
V/C Ratio(X)       0.77       0.47       0.52         Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       Unsig.       V/C       28.2         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5			241	
Avail Cap(c_a), veh/h       428       499       451         HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       Unsig.       Veh       Veh         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
HCM Platoon Ratio       1.00       1.00       1.00         Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       Unsig.       Veh       Veh         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
Upstream Filter(I)       1.00       1.00       1.00         Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       27.6       28.2         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
Uniform Delay (d), s/veh       29.1       26.2       26.3         Incr Delay (d2), s/veh       8.9       1.4       1.9         Initial Q Delay(d3), s/veh       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       27.6       28.2         LnGrp Delay(d), s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       349         Approach Delay, s/veh       31.5       31.5				
Incr Delay (d2), s/veh         8.9         1.4         1.9           Initial Q Delay(d3),s/veh         0.0         0.0         0.0           %ile BackOfQ(95%),veh/ln         3.9         3.0         3.0           Unsig. Movement Delay, s/veh         27.6         28.2           LnGrp Dolay(d),s/veh         38.1         27.6         28.2           LnGrp LOS         D         C         C           Approach Vol, veh/h         349         349           Approach Delay, s/veh         31.5         31.5	• • • • • • • • • • • • • • • • • • • •			
Initial Q Delay(d3),s/veh       0.0       0.0       0.0         %ile BackOfQ(95%),veh/ln       3.9       3.0       3.0         Unsig. Movement Delay, s/veh       38.1       27.6       28.2         LnGrp LOS       D       C       C         Approach Vol, veh/h       349       34.5	• • •			
%ile BackOfQ(95%),veh/in         3.9         3.0         3.0           Unsig. Movement Delay, s/veh         38.1         27.6         28.2           LnGrp Delay(d),s/veh         38.1         27.6         C           Approach Vol, veh/h         349           Approach Delay, s/veh         31.5				
Unsig. Movement Delay, s/veh38.127.628.2LnGrp LOSDCCApproach Vol, veh/h349Approach Delay, s/veh31.5				
LnGrp Delay(d),s/veh         38.1         27.6         28.2           LnGrp LOS         D         C         C           Approach Vol, veh/h         349           Approach Delay, s/veh         31.5			0.0	
LnGrp LOS     D     C     C       Approach Vol, veh/h     349       Approach Delay, s/veh     31.5		38.1	27.6	28.2
Approach Vol, veh/h349Approach Delay, s/veh31.5				
Approach Delay, s/veh 31.5		-		<u>~</u>
•	••			
Approach LUS C	Approach LOS		C	
Timer Assimud Ths				AND THE SEA OLD THE OWNER

intersection Int Delay, s/veh	2.3							<b>6</b>								
Movement						<b>R</b> B B				100					6. ISB 201	
Lane Configurations	<del>ېر</del>				*											
Traffic Vol, veh/h	- T 1	114	<b>h</b> 15	<b>↑↑</b> 260	<b>₽</b> 180	1										
Future Vol, veh/h	1	114	15	260	180	1										
Conflicting Peds, #/hr	Ó	0	.0	200	0	Ó										
Sign Control	Stop	Stop	Free	Free	Free	Free										
RT Channelized	0.0p	None	-	None	+	None										
Storage Length	0	-	75	-	-	-										
Veh in Median Storage,		<del>.</del>	-	0	. 0	j										
Grade, %	0	-	-	Ō	Ō	-								*		
Peak Hour Factor	84	84	84	84	84	. 84		-				; ·				
Heavy Vehicles, %	0	5	0	4	6	2										
Mvmt Flow	. 1	136	18	310	214	1 × 1										
Major/Minor 🔬 🐘 N	inon2								iai ga		e de la composición d					
Conflicting Flow All	406	215	215	0	14.01 (0.02 (0.02)	0							*******			
Stage 1	215			-	<b>.</b>	÷										
Stage 2	191	-	-	-	-	-										
Critical Hdwy		6.275	4.1	-	-	-										
Critical Hdwy Stg 1	5.4	-	-	-	-	-										
Critical Hdwy Stg 2	5.8	-	-	-	-	-										
Follow-up Hdwy	3.5	3.3475	2.2	-	-	-										
Pot Cap-1 Maneuver	591	816	1367	-	-	-										
Stage 1	826	-	-	-	-	-										
Stage 2	828	-	-	-	-	· •										
Platoon blocked, %				-	-	-										
Mov Cap-1 Maneuver	583	816	1367	-	-	-										
Mov Cap-2 Maneuver	583	-	-	-	-	-										
Stage 1	815	-	-	-	-	-										
Stage 2	828	-	-	-	-	-										
Approach					55		1.4	1999 - 1999 1999 - 1999 1999 - 1999								
HCM Control Delay, s	10.3		0.4		0						,			<i>,</i>		
HCM LOS	В															
								*								
Minor Lane Maior Mont			S Const													
Capacity (veh/h)		1367	illi-Grindelsta _	813												
HCM Lane V/C Ratio		0.013		0.168	_	-										
HCM Control Delay (s)		7.7	-	10.3	-	-				•						
HCM Lane LOS		A	-	В	-	-										
HCM 95th %tile Q(veh)	:	0	-	0.6	-	•					,					
		-														

Year 2022 AM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

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Nevement Protection of the							a de la					
Lane Configurations		<b>**</b>		٦	1						<del></del>	
Traffic Volume (veh/h)	0	605	204	415	635	0	0	0	0	269	.4	122
Future Volume (veh/h)	0	605	204	415	635	0	0	0	0	269	4	122
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		0.93
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/In	0	1900	1900	1826	1885	0				1900	1900	1900
Adj Flow Rate, veh/h	0	747	252	512	784	0				332	5	95
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81				0.81	0.81	0.81
Percent Heavy Veh, %	0	0	0	5	1	0				0	0	0
Cap, veh/h	0	1040	347	548	1188	0	•			357	.5	102
Arrive On Green	0.00	0.27	0.27	0.10	0.21	0.00				0.27	0.27	0.27
Sat Flow, veh/h	0	4015	1283	1739	1885	0		÷	· · .	1331	20	381
Grp Volume(v), veh/h	0	671	328	512	784	0				432	0	0
Grp Sat Flow(s),veh/h/in	0	1729	1669	1739	1885	0				1732	, Õ	Ő
Q Serve(g_s), s	0.0	15.8	16.1	26.3	34.4	0.0				21.9	0.0	0.0
Cycle Q Clear(g_c), s	0.0	15.8	16.1	26.3	34.4	0.0				21.9	0.0	0.0
Prop In Lane	0.00		0.77	1.00		0.00				0.77		0.22
Lane Grp Cap(c), veh/h	. 0	935	452	548	1188	0				464	0	0
V/C Ratio(X)	0.00	0.72	0.73	0.93	0.66	0.00				0.93	0.00	0.00
Avail Cap(c_a), veh/h	0	935	452	580	1188	0				566	0	0
HCM Platoon Ratio	1.00	1.00	1.00	0.33	0.33	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.43	0.43	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	29.7	29.8	39.4	26.8	0.0				32.1	0.0	0.0
Incr Delay (d2), s/veh	0.0	4.7	9.8	11.4	1.3	0.0				18.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%), veh/In	0.0	11.3	11.9	17.9	22.0	0.0				16.7	0.0	0.0
Unsig. Movement Delay, s/veh												0.0
LnGrp Delay(d),s/veh	0.0	34.4	39.6	50.8	28.1	0.0				50.7	0.0	0.0
LnGrp LOS	А	С	D	D	С	A				D	Â	A
Approach Vol, veh/h		999			1296						432	
Approach Delay, s/veh		36.1			37.0						50.7	
Approach LOS		D			D					· .	D	
Minima Active and a construction						19 <b>19</b> -						
Phs Duration (G+Y+Rc), s	32.4	28.9		28.7	·	61.3		e brit		al straat.		
Change Period (Y+Rc), s	4.0	4.6		4.6		4.6						
Max Green Setting (Gmax), s	30.0	17.4		29.4		51.4						
Max Q Clear Time (g_c+l1), s	28.3	18.1		23.9		36.4						
Green Ext Time (p_c), s	0.1	0.0		0.2		2.6			1. J.	•		
Meteoria Subistikat II.	•											
HCM 6th Ctrl Delay			38.9	· · · · ·			• • • •	5 C .	5 S	Say East	******	
HCM 6th LOS			D									
			_									

User approved pedestrian interval to be less than phase max green.

Year 2022 AM Peak Hour without Project

11	-13-	-20	19
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							PARL				38 <b>7</b> -	000
Lane Configurations	٦	<b>**</b>	•	^	<b>†</b> 1>	240	000	4	004	•	•	
Traffic Volume (veh/h)	141	732	0	0	830	340	220	4	204	0	0	(
Future Volume (veh/h)	141	732	0	0	830	340	220	4	204	0	0	(
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00	4 00	1.00	1.00	4.00	0.97	1.00	4 00	0.96			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach Adj Sat Flow, veh/h/in	4044	No	^	0	No	4050	4000	No	4000			
· · · · · · · · · · · · · · · · · · ·	1841	1870	0	0	1856	1856	1900	1900	1900			
Adj Flow Rate, veh/h	166	861	0	0	976	400	259	5	93			
	0.85	0.85	0.83	0.83	0.85	0.85	0.85	0.85	0.85			
Percent Heavy Veh, %	4	2	0	0	3	3	0	0	0			
Cap, veh/h	263	2389	0	0	1144	462	283	5	102			
Arrive On Green	0.05	0.22	0.00	0.00	0.47	0.47	0.23	0.23	0.23			
Sat Flow, veh/h	1753	3647	0	0	2522	982	1257	24	451			
Grp Volume(v), veh/h	166	861	0	0	705	671	357	0	0			
Grp Sat Flow(s),veh/h/ln	1753	1777	0	0	1763	1648	1733	0	0			
Q Serve(g_s), s	8.4	18.4	0.0	0.0	31.7	32.7	18.1	0.0	0.0			
Cycle Q Clear(g_c), s	8,4	18.4	0.0	0.0	31.7	.32.7	18.1	0.0	0.0			
Prop In Lane	1.00		0.00	0.00		0.60	0.73		0.26			
Lane Grp Cap(c), veh/h	263	2389	0	0	830	776	391	0	0			
V/C Ratio(X)	0.63	0.36	0.00	0.00	0.85	0.87	0.91	0.00	0.00			
Avail Cap(c_a), veh/h	263	2389	0	0	830	776	547	0	0			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.44	0.44	0.00	0.00	1.00	1.00	1.00	0.00	0.00	•		
Uniform Delay (d), s/veh	40.3	18.6	0.0	0.0	21.0	21.2	34.0	0.0	0.0			
Incr Delay (d2), s/veh	1.6	0.2	0.0	0.0	10.5	12.4	13.2	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%), veh/In	6.1	11.9	0.0	0.0	20.7	20.5	13.7	0.0	0.0			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.9	18.8	0.0	0.0	31.5	33.6	47.2	0.0	0.0			
LnGrp LOS	D	В	A	А	<u> </u>	C	D	A	A			
Approach Vol, veh/h		1027			1376			357				
Approach Delay, s/veh		22.6			32.5			47.2				
Approach LOS		, C			· C			D				
						6		<b>N</b>	o anna an an Stàitean			
Phs Duration (G+Y+Rc), s		65.1		• •	18.1	47.0		24.9				
Change Period (Y+Rc), s		4.6			4.6	* 4.6		4.6				
Max Green Setting (Gmax), s		52.4			6.0	* 42		28.4				
Max Q Clear Time (g_c+l1), s Green Ext Time (p_c), s	. '	20.4 <b>3.5</b>			10.4 • <b>0.0</b>	34.7 <b>3.5</b>		20.1 <b>0.2</b>				
nersecton Summers are												
HCM 6th Ctrl Delay	2		30.7					5 - S				
HCM 6th LOS			С									

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Year 2022 AM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

11-13-2019	1	1-1	13-	-2(	21	9	
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vicianten saarestaa					i nau				a da ana ana ana ana ana ana ana ana ana	NBL.	NOT I	
Lane Configurations		A	ተኩ			ሻ	<b>†</b> ₽			ā	⋪₽	
Traffic Volume (veh/h)	32	175	470	163	. 3	80.	623	57	5	230	111	Ę
Future Volume (veh/h)	32	175	470	163	3	80	623	57	5	230	111	5
nitial Q (Qb), veh		0	0	0		0	0	0		0	0	
⊃ed-Bike Adj(A_pbT)		1.00		0.97		1.00		0.97		1.00		0.9
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Nork Zone On Approach			No				No				No	
Adj Sat Flow, veh/h/ln		1841	1870	1870		1885	1870	1870		1841	1885	188
\dj Flow Rate, veh/h		186	500	173		85	663	61		245	118	6
Peak Hour Factor		0.94	0.94	0.94		0.94	0.94	0.94		0.94	0.94	0.9
Percent Heavy Veh, %		4	2	2		1	2	2		4	1	
Cap, veh/h		241	903	310		111	902	83		298	661	31
Arrive On Green		0.14	0.35	0.35		0.06	0.27	0.27		0.17	0.29	0.2
Sat Flow, veh/h		1753	2574	885		1795	3280	301	-	1753	2315	111
Grp Volume(v), veh/h		186	344	329		85	359	365	ana inder en	245	89	
Srp Sat Flow(s), veh/h/ln		1753	1777	1681		1795	1777	1804		1753	1791	164
Q Serve(g_s), s		6.7	10.2	10.3	•	3.1	12.0	12.1		8.8	2.5	2
Cycle Q Clear(g_c), s		6.7	10.2	10.3		3.1	12.0	12.1		0.0 <b>8,8</b>	2.5 <b>2.5</b>	2
Prop In Lane		1.00	10.2	0.53		1.00	12.0	0.17		<b>0.0</b> 1.00	2.3	∡ 0.6
ane Grp Cap(c), veh/h		241	623	590		111	488	496		298	511	
//C Ratio(X)		0.77	0.55	0.56		0.77	400 0.73	490 0.74				46
vail Cap(c_a), veh/h		1123	1464	1385						0.82	0.17	0.1
ICM Platoon Ratio		1.00				301	623	633		575	751	68
			1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Ipstream Filter(I)		1.00	1.00	· 1.00		1.00	1:00	1.00		1.00	1.00	1.0
Iniform Delay (d), s/veh		27.3	17.1	17.2		30.3	21.6	21.6		26.2	17.6	17.
ncr Delay (d2), s/veh	-	6.2	0.9	1:0		12.4	3.7	3.7		5.6	0.2	0
nitial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.
6ile BackOfQ(95%),veh/In		5.5	7.1	6.8		3.0	8.8	8.9		7.1	1.7	1.
Insig. Movement Delay, s/veh												
nGrp Delay(d),s/veh		33.4	18.1	18.2		42.7	25.3	25.3		31.8	17.8	17.
nGrp LOS		С	В	B		D	<u> </u>	С		С	В	
pproach Vol, veh/h			859				809				424	
pproach Delay, s/veh			21.4				27.1				25.9	
pproach LOS			С				С				С	
net example and the		2	3	4		ê.	, zsi	. 8				
hs Duration (G+Y+Rc), s	7.3	23.2	8.0	27.0	15.7	14.9	13.0	22.0		dee met die station die station of an operation of		aasaaaaa
hange Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
lax Green Setting (Gmax), s	11.0	27.5	11.0	54.0	21.5	16.5	42.0	23.0				
lax Q Clear Time (g_c+l1), s	4.2	4.7	5.1	12.3	10.8	7.9	8.7	14.1				
reen Ext Time (p_c), s	0.1	0.5	0.1	3.5	0.5	0.5	0.6	2.4				
terseonoli Commade La Ica												
ICM 6th Ctrl Delay			05.0									
			25.2								•	
ICM 6th LOS			С									
otes										11751 yr		- 
ser approved pedestrian inter-	/al to be	less than	phase m	ax green								
ser approved ignoring U-Turni			• .									

Year 2022 AM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

Movement Statistical Statist		Ŧ	-	
		Sept.	SBR	
Lane Configurations	٦	41		
Traffic Volume (veh/h)	55	80	160	
Future Volume (veh/h)	55	80	160	
nitial Q (Qb), veh	0	0	. 0	
Ped-Bike Adj(A_pbT)	1.00		0.95	
Parking Bus, Adj	1.00	1.00	1.00	
Work Zone On Approach		No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	
Adj Flow Rate, veh/h	59	85	143	
Peak Hour Factor	0.94	0,94	0.94	
Percent Heavy Veh, %	4	4	4	
Cap, veh/h	88	276	235	
Arrive On Green	0.05	0.16	0.16	
Sat Flow, veh/h	1753	1749	1487	
Grp Volume(v), veh/h	59	85	143	
Grp Sat Flow(s), veh/h/ln	1753	1749	1487	
Q Serve(g_s), s	2.2	2.8	5.9	
Cycle Q Clear(g_c), s	2.2	2.8	5.9	
Prop In Lane	1.00		1.00	
Lane Grp Cap(c), veh/h	88	276	235	
V/C Ratio(X)	0.67	0.31	0.61	
Avail Cap(c_a), veh/h	294	440	374	
ICM Platoon Ratio	1.00	1.00	1.00	
Jpstream Filter(I)	· 1.00	1.00	1.00	
Jniform Delay (d), s/veh	30.6	24.4	25.7	
ncr Delay (d2), s/veh	10.1	0.6	2.5	
nitial Q Delay(d3),s/veh	0.0	0.0	0.0	
%ile BackOfQ(95%),veh/In	2.0	2.1	3.8	
Jnsig. Movement Delay, s/ve	h			
_nGrp Delay(d),s/veh	40.7	25.1	28.3	
InGrp LOS	D	С	С	
Approach Vol, veh/h		287		A Anna an Anna an Anna an Anna an Anna an Anna an Anna A
Approach Delay, s/veh		29.9		
Approach LOS		C		

niegendon en stat		la la constante					
Int Delay, s/veh	1.9						
Movement		40 a ( 50) 10 c ( 5			SBT	SBR	
Lane Configurations	Y		٣	<b>*</b> †	4		
Traffic Vol, veh/h	20		23	445	300	18	
Future Vol, veh/h	20	113	23	445	300	18	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized		None	-	None	-	None	· · ·
Storage Length	0	-	75	-	-	-	
Veh in Median Storage	,#. 0		· -	· 0	0	-	
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	97	. 97	97	97	97	97	
Heavy Vehicles, %	2		2	4	4	2	
Mvmt Flow	21	116	24	459	309	19	
Major/Minor			Maiord		hajor2		
Conflicting Flow All	597	319	328	0	-	0	ann a chuireann ann am ann ann ann ann ann ann ann a
Stage 1	319	-	-	-	-	-	
Stage 2	278	-	-	-	-	-	
Critical Hdwy	6.63	6.23	4.13	-	-	-	
Critical Hdwy Stg 1	5.43	-	-	-	-	-	
Critical Hdwy Stg 2	5.83	-	•	-	-	-	
Follow-up Hdwy		3.319		-	-	-	
Pot Cap-1 Maneuver	450	721	1230	-	-	-	
Stage 1	736	-	-	-	-	-	
Stage 2	745	-	•	-	-	-	
Platoon blocked, %				-	-	-	
Mov Cap-1 Maneuver	441	721	1230	-	-	-	
Mov Cap-2 Maneuver	441	-	-	-	-	-	
Stage 1	721	-	-	-	-	-	
Stage 2	745	-	-	-	-	-	
Aoproactines (1993)					58		
HCM Control Delay, s	11.9		0.4		0		
HCM LOS	В						
÷							
Minorit epset alor Minor				Blat.	SET		
Capacity (veh/h)		1230	-	658	-	4	
HCM Lane V/C Ratio		0.019	-	0.208	-	-	
HCM Control Delay (s)		8	-	11.9	-	-	
HCM Lane LOS		Α	-	В	-	-	
HCM 95th %tile Q(veh)		0.1	-	0.8	-	-	

Year 2022 PM Peak Hour without Project

#### HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

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Movement and a second second				thg_		Nor	WH. M					1.837
Lane Configurations		<u></u> ↑↑₽		ሻ	<b>†</b>						\$	
Traffic Volume (veh/h)	0	654	200	267	761	0	0	0	0	470	8	226
Future Volume (veh/h)	0	654	200	267	761	0	0	0	0	470	8	226
Initial Q (Qb), veh	0	0	0	0	0	0				. 0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		0.96
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/In	0	1900	1900	1781	1870	0				1900	1900	1900
Adj Flow Rate, veh/h	0	719	220	293	836	0				516	9	199
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91				0.91	0.91	0.91
Percent Heavy Veh, %	0	0	0	8	2	0				0	0	0.01
Cap, veh/h	0	983	297	486	1097	Ő			· ·	525	9	203
Arrive On Green	0.00	0.25	0.25	0.29	0.59	0.00				0.43	0.43	0.43
Sat Flow, veh/h	0	4121	1193	1697	1870	0.00				1231	21	475
Grp Volume(v), veh/h	0	628	311	293	836	0				724	0	
Grp Sat Flow(s), veh/h/in	0	1729	1685	1697	1870	0					-	-
	0.0									1727	0	0
Q Serve(g_s), s		15.0	15.3	13.4	30.1	0.0				37.2	0.0	0.0
Cycle Q Clear(g_c), s	0.0	15.0	15.3	13.4	30.1	0.0				37.2	0.0	0.0
Prop In Lane	0.00	004	0.71	1.00		0.00				0.71		0.27
Lane Grp Cap(c), veh/h	0	861	419	486	1097	0				737	0	0
V/C Ratio(X)	0.00	0.73	0.74	0.60	0.76	0.00				0.98	0.00	0.00
Avail Cap(c_a), veh/h	0	861	419	486	1097	0				737	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.26	0.26	0.00	•			1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	31.0	31.1	27.7	13.9	0.0				25.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	5.4	11.2	0.4	1.3	0.0				28.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%),veh/In	0.0	11.0	11.8	7.3	14.5	0.0				27.4	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	36.4	42.3	28.1	15.3	0.0				54.1	0.0	0.0
LnGrp LOS	А	D	D	С	В	А				D	A	A
Approach Vol, veh/h		939			1129						724	
Approach Delay, s/veh	,	38.4			18.6						54.1	
Approach LOS		D			B						D	
												MUMBELIER
	00.4	07.0	100 Barris	40.0		U U						ite defension
Phs Duration (G+Y+Rc), s	30.4	27.0		43.0	· · · ·	57:4		• •		· •		
Change Period (Y+Rc), s	4.6	* 4.6		4.6		4.6						
Max Green Setting (Gmax), s	16.0	* 22		38.4		42.4						
Max Q Clear Time (g_c+l1), s	15.4	17.3		39.2		32.1						
Green Ext Time (p_c), s	0.0	1.8		0.0		2.5						
Interestion Station Section			W.S.							8		
HCM 6th Ctrl Delay	- 5.1 1 -		34.4		· · · ·							
HCM 6th LOS			C					•				
			-									

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Year 2022 PM Peak Hour without Project

Notes

11-13-2019

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Traffic Volume (veh/h)       184       940       0       0       750       340       278       7       502       0       0       1         Future Volume (veh/h)       184       940       0       0       750       340       278       7       502       0       0       0         Ped-Bike Adj(A_pbT)       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00				282	<b>D</b> B.	. Het	<b>V</b> BR		<b>ANDTH</b>				
Traffic Veh/h)       184       940       0       0       750       340       278       7       502       0       0         Future Volume (veh/h)       184       940       0       0       750       340       278       7       502       0       0       0         Ped-Bike Adj(A, pbT)       1.00       1.00       1.00       1.00       1.00       1.00       1.00       0.08       1.00       0.08       990       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0       0 <td< td=""><td>Lane Configurations</td><td>٢</td><td><b>^</b></td><td></td><td></td><td><u>ት</u>ኈ</td><td></td><td></td><td>4</td><td></td><td></td><td></td><td></td></td<>	Lane Configurations	٢	<b>^</b>			<u>ት</u> ኈ			4				
Future Onlume (veh/h)         184         940         0         0         750         340         278         7         502         0         0           Initial Q (Qb), veh         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         <	Traffic Volume (veh/h)			0	0		-340	278		502	0	0	C
Ped-Bike Adj(A, pbT)       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00 <td< td=""><td>Future Volume (veh/h)</td><td>184</td><td>940</td><td>0</td><td>0</td><td>750</td><td>340</td><td>278</td><td>7</td><td>502</td><td></td><td></td><td>C</td></td<>	Future Volume (veh/h)	184	940	0	0	750	340	278	7	502			C
Ped-Bike Adj(A, pbT)       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00 <td< td=""><td>Initial Q (Qb), veh</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td></td><td>0</td><td></td><td></td><td></td><td></td></td<>	Initial Q (Qb), veh	0	0	0	0	0	0		0				
Parking Busi, Adj         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00 <th1.00< th=""> <th1.00< th="">         1.00</th1.00<></th1.00<>		1.00		1.00	1.00		0.98	1.00		0.98			
Work Zone On Approach         No         No         No         No           Adj Sat Flow, veh/h/ln         1856         1865         0         0         1885         1805         1900         1900           Adj Sat Flow, veh/h         194         989         0         0         789         338         293         7         396           Peak Hour Factor         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95           Cap, veh/h         202         2488         0         0         1         1         0         0         0           Cap, veh/h         202         2488         0         0         2473         1076         703         17         950           Gro Volume(v), weh/h         1767         1671         0         0         1791         1664         1670         0         0         0         533         596         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0	Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00			1.00				
Adj Eat Flow, vehn/n       1856       1885       0       0       1885       1885       1890       1900       1900         Adj Flow Rate, veh/n       194       989       0       0       788       338       293       7       395         Percent Heavy Veh, %       3       1       0       1       1       0       0       0         Cap, veh/n       202       2488       0       0       1       1       0       0       0         Cap, veh/n       202       2488       0       0       1277       578       278       7       376         Arrive On Green       0.11       0.69       0.00       0.54       0.53       696       0       0         Gre Volume(v), veh/n       194       989       0       0       534       656       0       0         Gre Sat Flow(s), veh/ln       1767       1791       0       0       1791       1664       1670       0       0       0         Gre Sat Flow(s), veh/ln       1767       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Gre Sat Flow(s), veh/ln       202       2488       0 </td <td>Work Zone On Approach</td> <td></td> <td>No</td> <td></td> <td></td> <td>No</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	Work Zone On Approach		No			No							
Peak Hour Factor         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95	Adj Sat Flow, veh/h/ln	1856	1885	0	0	1885	1885	1900	1900	1900			
Peak Hour Factor         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95         0.95		194	989	0		789							
Percent Heavy Veh, %       3       1       0       0       1       1       0       0       0         Cap, veh/h       202       2488       0       0       1277       578       278       7       376         Arrive On Green       0.11       0.69       0.00       0.00       0.54       0.54       0.40       0.40       0.40         Sat Flow, (eh/h)       1767       3676       0       0       2473       1076       703       17       950         Grp Volume(v), veh/h/1       1767       3676       0       0       2473       1076       703       17       950         Grp Volume(v), veh/h/1       1767       1791       1664       1670       0       0       0         Og Serve(g.s), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g.c), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g.c, s), s       0.1       10.7       0.0       0.0       0.0       0.0       0.0       0.0       0.0         Vic Ratic (X)       0.96	Peak Hour Factor	0.95	0.95	0.95	0.83	0.95	0.95	0.95	0.95				
Cap, veh/h       202       2488       0       0       1277       578       278       7       376         Arrive On Green       0.11       0.69       0.00       0.00       0.54       0.54       0.40       0.40       0.40         Sat Flow, veh/h       176       703       177       950       70       376         Grp Volume(V), veh/h       1767       1771       0       0       2473       1076       703       177       950         Grp Sat Flow(s), veh/h/in       1767       1791       0       0       1791       1664       1670       0       0         Q Serve(g_c), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Prop In Lane       100       0.00       0.00       0.65       0.42       0.57         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00	Percent Heavy Veh, %		1										
Arrive On Green       0.11       0.69       0.00       0.00       0.54       0.54       0.40       0.40       0.40         Sat Row, veh/h       1767       3676       0       0       2473       1076       703       17       950         Grp Volume(v), veh/h       194       989       0       0       594       553       696       0       0         Grp Sat Row(s), veh/h/n       1767       1791       1664       1670       0       0         Q Serve(g_s), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g_e), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       0.00       1.00       1.00       1.00       1.00       0.00       0.00         V/C Ratio(X)       0.96       0.40       0.00       0.00       1.00       1.00       1.00       1.00       1.00       1.00         Ups	•	202	2488	0		1277	578	278	7	376			
Sat Flow, veh/h         1767         3676         0         0         2473         1076         703         17         950           Grp Volume(v), veh/h         174         989         0         0         594         553         696         0         0           Grp Sat Flow(s), veh/h         1767         1791         0         0         1791         1664         1670         0         0           Q Serve(g_s), s         10.1         10.7         0.0         0.0         21.1         21.2         36.4         0.0         0.0           Cycle Q Clear(g_c), s         10.1         10.7         0.0         0.0         21.1         21.2         36.4         0.0         0.0           Cycle Q Clear(g_c), veh/h         202         2488         0         0         962         893         661         0         0           VC Ratio(X)         0.96         0.40         0.00         0.00         1.00         1.00         1.00         1.00         1.00         0.00           VC Ratio(X)         0.96         0.40         0.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         1.00         <	• • • •		0.69	0.00	0.00								
Grp Volume(v), veh/h       194       989       0       0       594       553       696       0       0         Grp Sat Flow(s), veh/h/in       1767       1791       0       0       1791       1664       1670       0       0         Q Serve(g_s), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g_c), s       10.1       10.7       0.0       0.02       21.1       21.2       36.4       0.0       0.0         Prop In Lane       1.00       0.00       0.00       0.65       0.42       0.57         Lane Grp Cap(c), veh/h       202       2488       0       962       893       661       0       0         V/IC Ratio(X)       0.96       0.40       0.00       0.00       1.00       1.00       1.00       1.00       0.00         VIC Ratio(X), weh/h       202       2488       0       0       962       893       661       0       0         Unstream Filter(I)       0.61       0.61       0.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00 <td< td=""><td>Sat Flow, veh/h</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>	Sat Flow, veh/h												
Grp Sat Flow(s),veh/h/ln       1767       1791       0       0       1791       1664       1670       0       0         Q Serve(g_s), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g_c), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g_c), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00	وي البياب المالية المالية المالية المالية المالية المالية والمتحالية والمحالة المحالة المحد والتي البيبة المتحد	and the second second second	and the second se		0								
Q Serve(g_s), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Cycle Q Clear(g_c), s       10.1       10.7       0.0       0.00       21.1       21.2       36.4       0.0       0.0         Prop In Lane       1.00       0.00       0.00       0.65       0.42       0.57         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       0.00       1.00       1.00       1.00       1.00       1.00         Upstream Filter(I)       0.61       0.61       0.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td>,</td> <td></td> <td></td>										-	,		
Cycle Q Clear(g_c), s       10.1       10.7       0.0       0.0       21.1       21.2       36.4       0.0       0.0         Prop In Lane       1.00       0.00       0.00       0.65       0.42       0.57         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       0.62       0.62       1.05       0.00       0.00         Avail Cap(c_a), veh/h       202       2488       0       0       962       893       661       0       0         HCM Platoon Ratio       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00													
Prop In Lane       1.00       0.00       0.00       0.65       0.42       0.57         Lane Grp Cap(c), veh/h       202       2488       0       0       962       893       661       0       0         V/C Ratio(X)       0.96       0.40       0.00       0.00       0.62       0.62       1.05       0.00       0.00         Avail Cap(c_a), veh/h       202       2488       0       0       962       893       661       0       0         HCM Platoon Ratio       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00 <td></td>													
Lane Grp Cap(c), veh/h 202 2488 0 0 962 893 661 0 0 V/C Ratio(X) 0.96 0.40 0.00 0.00 0.62 0.62 1.05 0.00 0.00 Avail Cap(c_a), veh/h 202 2488 0 0 962 893 661 0 0 HCM Platoon Ratio 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0						~ ~ ~ ~			0.0				
V/C Ratio(X)       0.96       0.40       0.00       0.00       0.62       1.05       0.00       0.00         Avail Cap(c_a), veh/h       202       2488       0       0       962       893       661       0       0         HCM Platoon Ratio       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00	•		2488			962			٥				
Avail Cap(c_a), veh/h       202       2488       0       0       962       893       661       0       0         HCM Platoon Ratio       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.				-									
HCM Platoon Ratio       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.00       1.													
Upstream Filter(I)       0.61       0.61       0.00       0.00       1.00       1.00       1.00       0.00       0.00         Uniform Delay (d), s/veh       40.6       5.9       0.0       0.0       14.8       14.8       27.8       0.0       0.0         Intro Delay (d2), s/veh       39.0       0.3       0.0       0.0       3.0       3.2       49.8       0.0       0.0         Initial Q Delay(d3), s/veh       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.				-	-								
Uniform Delay (d), s/veh 40.6 5.9 0.0 0.0 14.8 14.8 27.8 0.0 0.0 Incr Delay (d2), s/veh 39.0 0.3 0.0 0.0 3.0 3.2 49.8 0.0 0.0 Initial Q Delay(d3),s/veh 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 Wile BackOfQ(95%),veh/ln 9.7 5.8 0.0 0.0 13.5 12.8 31.8 0.0 0.0 Unsig. Movement Delay, s/veh LnGrp Delay(d),s/veh 79.6 6.2 0.0 0.0 17.7 18.0 77.6 0.0 0.0 LnGrp LOS E A A A B B F A A Approach Vol, veh/h 1183 1147 696 Approach Delay, s/veh 18.2 17.9 77.6 Approach Delay, s/veh 18.2 17.9 77.6 Approach LOS B B B E Phs Duration (G+Y+Rc), s 69.0 14.5 54.5 41.0 Change Period (Y+Rc), s 4.6 4.6 4.0 4.6 4.6 Max Green Setting (Gmax), s 44.4 10.5 32.4 36.4 Max Q Clear Time (g_c+11), s 12.7 12.1 23.2 38.4 Green Ext Time (p_c), s 4.2 0.0 3.1 0.0													
Incr Delay (d2), s/veh       39.0       0.3       0.0       0.0       3.0       3.2       49.8       0.0       0.0         Initial Q Delay(d3), s/veh       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0         %ile BackOfQ(95%), veh/ln       9.7       5.8       0.0       0.0       13.5       12.8       31.8       0.0       0.0         Unsig. Movement Delay, s/veh       75.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp Delay(d), s/veh       79.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp LOS       E       A       A       B       B       F       A       A         Approach Vol, veh/h       1183       1147       696       14.5       54.5       41.0       46         Approach LOS       B       B       B       E       14.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.6       4.													
Initial Q Delay(d3),s/veh       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0       0.0 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>													
%ile BackOfQ(95%), veh/in       9.7       5.8       0.0       0.0       13.5       12.8       31.8       0.0       0.0         Unsig. Movement Delay, s/veh       79.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp Delay(d), s/veh       79.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp LOS       E       A       A       A       B       B       F       A       A         Approach Vol, veh/h       1183       1147       696         Approach LOS       B       B       E       E         Phs Duration (G+Y+Rc), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+I1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Mediation Summary       31.8       31.8       31.8       31.8													
Unsig. Movement Delay, s/veh       79.6       6.2       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp Dolay(d), s/veh       79.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp LOS       E       A       A       B       B       F       A       A         Approach Vol, veh/h       1183       1147       696         Approach Delay, s/veh       18.2       17.9       77.6         Approach LOS       B       B       E         Imeteoclonistic       E       E         Phs Duration (G+Y+Re), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+I1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Memodian       31.8       31.8       31.8       31.8													
LnGrp Delay(d),s/veh       79.6       6.2       0.0       0.0       17.7       18.0       77.6       0.0       0.0         LnGrp LOS       E       A       A       B       B       F       A       A         Approach Vol, veh/h       1183       1147       696         Approach Delay, s/veh       18.2       17.9       77.6         Approach LOS       B       B       E         Imet       Second       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+I1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Indefection Sommation       31.8       31.8       31.8       31.8			0.0		0.0		12.0	01.0	0.0	0.0			
LnGrp LOS       E       A       A       B       B       F       A       A         Approach Vol, veh/h       1183       1147       696         Approach Delay, s/veh       18.2       17.9       77.6         Approach LOS       B       B       E         Innel-Assance Hittle       2       54.5       41.0         Phs Duration (G+Y+Rc), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+l1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         HCM 6th Ctrl Delay       31.8       31.8       31.8       31.8			6.2	0.0	0.0	17.7	18.0	77.6	0.0	0.0			
Approach Vol, veh/h       1183       1147       696         Approach Delay, s/veh       18.2       17.9       77.6         Approach LOS       B       B       E         Times       Approach LOS       B       B       E         Times       Approach LOS       B       B       C         Phs Duration (G+Y+Rc), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+I1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         HCM 6th Ctrl Delay       31.8       31.8       31.8													
Approach Delay, s/veh       18.2       17.9       77.6         Approach LOS       B       B       E         Innel Association (G+Y+Rc), s       69.0       14.5       54.5       41,0         Phs Duration (G+Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+l1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Indense Line Setting (Gmax)       31.8       31.8       31.8		··· <u> </u>						•					
Approach LOS       B       B       E         Imel: Addition (G+Y+Rc), s       69.0       14.5       54.5       41.0         Phs Duration (G+Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+l1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Indesention Summer Setting (Gmay Setting Setti	• •												
Immen         Addition (G+Y+Re), s         69.0         14.5         54.5         41.0           Phs Duration (G+Y+Re), s         4.6         4.0         4.6         4.6           Change Period (Y+Rc), s         4.6         4.0         4.6         4.6           Max Green Setting (Gmax), s         44.4         10.5         32.4         36.4           Max Q Clear Time (g_c+l1), s         12.7         12.1         23.2         38.4           Green Ext Time (p_c), s         4.2         0.0         3.1         0.0           Instruction Summer:         31.8         31.8         31.8         31.8													
Phs Duration (G+Y+Rc), s       69.0       14.5       54.5       41.0         Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+l1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Inscretation Summer 2010       31.8       31.8       31.8					NORTH AND ADDRESS			aliebour <b>2000</b> 000000	Ture Internet internet in the second				
Change Period (Y+Rc), s       4.6       4.0       4.6       4.6         Max Green Setting (Gmax), s       44.4       10.5       32.4       36.4         Max Q Clear Time (g_c+l1), s       12.7       12.1       23.2       38.4         Green Ext Time (p_c), s       4.2       0.0       3.1       0.0         Insertation Summer: State 1       31.8       31.8       34.6				5 44 SY 10	Constant and	5	6						
Max Green Setting (Gmax), s         44.4         10.5         32.4         36.4           Max Q Clear Time (g_c+l1), s         12.7         12.1         23.2         38.4           Green Ext Time (p_c), s         4.2         0.0         3.1         0.0           Intersection Summary Sector         31.8         31.8         34.4										1. T. T.			
Max Q Clear Time (g_c+l1), s         12.7         12.1         23.2         38.4           Green Ext Time (p_c), s         4.2         0.0         3.1         0.0           Intersection Summary 2005         31.8         31.8         34.2         36.4													
Green Ext Time (p_c), s     4.2     0.0     3.1     0.0       Intersection Summary 2014     31.8     31.8     31.8													
HCM 6th Ctrl Delay													
HCM 6th Ctrl Delay and the second	Green Ext Time (p_C), S		4.Z			0.0	3.1		0.0	•			
HCM 6th LOS C	www.comences.com/second and and and and a second			31.8	17.192	, .				( an intern			

User approved pedestrian interval to be less than phase max green.

Year 2022 PM Peak Hour without Project

## HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

11-13-2019

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(Vereinen) auf die Promitsie Pul		<b>HEBL</b>	- 680		-180 ···					A BE		
Lane Configurations		Ä	<b>†</b> ‡			۲	<b>†</b> †+			2	<b>ተ</b> ኩ	a construction of standard of
Traffic Volume (veh/h)	60	260	778	240	2	102	550	-59	9	285	195	14
Future Volume (veh/h)	60	260	778	240	2	102	550	59	9	285	195	14
nitial Q (Qb), veh		0	0	0		0	0	0		0	0	(
Ped-Bike Adj(A_pbT)		1.00		0.99		1.00		0.97		1.00		0.9
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Nork Zone On Approach			No				No				No	.,
Adj Sat Flow, veh/h/in		1885	1885	1885		1900	1900	1900		1870	1870	187
Adj Flow Rate, veh/h		268	802	247		105	567	51		294	201	15
Peak Hour Factor		0,97	0.97	0.97		0.97	0.97	0.97		0.97	0.97	0.9
Percent Heavy Veh, %		0.07	1	1	•	0.07	0.07	0.01		2	2	0.5
Cap, veh/h		376	983	303		138	776	. 70		348	467	33
Arrive On Green	•••	0.21	0.37	0.37		0.08	0.23	0.23		0.20	0.24	0.24
Sat Flow, veh/h		1795	2690	· 828		1810	3341	300		1781	1960	1410
Grp Volume(v), veh/h		268	534	and the second	× 100 × 1	a state of the second secon		and an an advanced as the second s	······································			
,				515		105	306	312		294	181	17:
Grp Sat Flow(s),veh/h/ln		1795	1791	1727		1810	1805	1836		1781	1777	159
Q Serve(g_s), s		10.2	19.9	19.9		4.2	11.6	11.6		11.7	6.4	6.
Cycle Q Clear(g_c), s		10.2	19.9	19.9		4.2	11.6	11.6		11.7	6.4	6.
Prop In Lane		1.00		0.48		1.00		0.16		1.00	,	0.8
ane Grp Cap(c), veh/h		376	655	631		138	419	426		348	423	38
//C Ratio(X)		0.71	0.82	0.82		0.76	0.73	0.73		0.85	0.43	0.40
Avail Cap(c_a), veh/h		729	946	912		343	562	572		762	830	744
ICM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.00
Jpstream Filter(I)		1.00	1.00	1.00 [,]		1.00	1.00	· 1.00		1.00	1.00	1.00
Jniform Delay (d), s/veh		27.1	21.2	21.2		33.5	26.2	26.2		28.6	23.9	24.0
ncr Delay (d2), s/veh		3.0	4.1	4.3		10.1	3.7	3.7		5.7	0.7	0.9
nitial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0
/ile BackOfQ(95%),veh/In		8.0	13.2	12.8		3.9	8.9	9.0		9.1	4.7	4.(
Jnsig. Movement Delay, s/veh												
nGrp Delay(d),s/veh		30.2	25.3	25.5		43.5	29.9	29. <del>9</del>		34.3	24.5	24.9
nGrp LOS	,	С	С	С		D	C	C		C	C	
Approach Vol, veh/h			1317				723	·····			648	
Approach Delay, s/veh			26.4				31.9				29.1	
pproach LOS			20.4 C				01.0 C				29.1 C	
			v		WILLIAM PLANNING	hnukeuseeseese	C				C	
iner Assigned Aber II.		0.02				6-	1					
Phs Duration (G+Y+Rc), s	11.1	22.1	9.6	31.0	18.9	14.3	19.5	21.1				
Change Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
lax Green Setting (Gmax), s	16.0	34.5	14.0	39.0	31.6	18.4	30.0	23.0				
/lax Q Clear Time (g_c+l1), s	7.4	8.8	6.2	21.9	13.7	7.1	12.2	13.6				
Green Ext Time (p_c), s	.0.2	1.2	0.1	5.1	0.7	0.6	0.8	2.0				
tersection Sufficience and the										Subjects 3		Sec.
ICM 6th Ctrl Delay			29.3									
HCM 6th LOS			23.3 C	· ·				· · · · ·				
			v									
intes the state and the							u taka ara	Sec. 18				

User approved ignoring U-Turning movement.

Year 2022 PM Peak Hour without Project

	1	ŧ	4		
Movement (1)			e ne.		
Lane Configurations	٦	<b>†</b> ₽			
Traffic Volume (veh/h)	128	148	110		
Future Volume (veh/h)	128	148	110		
Initial Q (Qb), veh	0	0	0		
Ped-Bike Adj(A_pbT)	1.00		0.96		
Parking Bus, Adj	1.00	1.00	1.00		·
Work Zone On Approach		No			
Adj Sat Flow, veh/h/In	1841	1870	1870		
Adj Flow Rate, veh/h	132	153	87		
Peak Hour Factor	0.97	0.97	0.97	·	
Percent Heavy Veh, %	4	2	2		
Cap, veh/h	170	294	156		
Arrive On Green	0.10	0.13	0.13		
Sat Flow, veh/h	1753	2207	1173		
Grp Volume(v), veh/h	132	121	119		
Grp Sat Flow(s),veh/h/in	1753	1777	1602	· · ·	· · ·
Q Serve(g_s), s	5.4	4.7	5.1		
Cycle Q Clear(g_c), s	5.4	4.7	5.1		
Prop In Lane	1.00		0.73		
Lane Grp Cap(c), veh/h	170	237	213		
V/C Ratio(X)	0.78	0.51	0.56		
Avail Cap(c_a), veh/h	380	443	399		
HCM Platoon Ratio	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00		• ,
Uniform Delay (d), s/veh	32.6	29.8	30.0		
Incr Delay (d2), s/veh	8.9	1.7	2.3		. · ·
Initial Q Delay(d3),s/veh	0.0	0.0	0.0		
%ile BackOfQ(95%),veh/In	4.8	3.7	3.7		
Unsig. Movement Delay, s/veh					
LnGrp Delay(d),s/veh	41.5	31.5	32.2		
LnGrp LOS	D	<u> </u>	C		
Approach Vol, veh/h		372		·	
Approach Delay, s/veh		35.3			
Approach LOS		D			
Timer - Assigned Phs					

11-13-2019

#### 2.7

Int Delay, s/veh	

Movement		(Faith		her		ीक्षर	
Lane Configurations	۲		٦	**	4Î		
Traffic Vol, veh/h	2	124	24	230	150	23	
Future Vol, veh/h	2	124	24	230	150	23	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	,-	None	-	None		None	
Storage Length	0	-	75	-	-	-	
Veh in Median Storage	<b>,#</b> 0 [°]	· -	-	0	0	+	
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	84	. 84	84	84	84	. 84	
Heavy Vehicles, %	0	5	0	4	6	2	
Mvmt Flow	2	148	29	274	179	27	

Major/Minor				$M_{\rm e}$	o 2		
Conflicting Flow All	388	193	206	0	-	0	
Stage 1	193	-	+	-	-	-	
Stage 2	195	-	-	-	-	-	
Critical Hdwy	6.6	6.275	4.1	-	-	-	
Critical Hdwy Stg 1	5.4	-	-	-	-	-	
Critical Hdwy Stg 2	5.8	-	•	-	-	+	
Follow-up Hdwy	3.5	3.3475	2.2	-	-	-	
Pot Cap-1 Maneuver	606	839	1377	-	-	-	
Stage 1	845	-	-	-	-	-	
Stage 2	825	-	-	-	-	-	
Platoon blocked, %				-	-	-	
Mov Cap-1 Maneuver	593	839	1377	-		-	
Mov Cap-2 Maneuver	593	-	-	-	-	-	
Stage 1	827	-	-	-	-	-	
Stage 2	825	-	-	-	-	-	

Approach Sittle and Sittle		NH NH NH	× \$8	
HCM Control Delay, s	10.3	0.7	0	
HCM LOS	В			

Mater Lane Manu Materi	NHL .		Bof	SBT			
Capacity (veh/h)	1377		834	*	- <u>-</u> - '	•	
HCM Lane V/C Ratio	0.021	-	0.18	-	-		
HCM Control Delay (s)	7.7	-	10.3	-	-	•	,
HCM Lane LOS	А	-	В	-	-		
HCM 95th %tile Q(veh)	0.1	-	0.7	-	-		

Existing AM Peak Hour with Project

## HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

	۶	-	$\mathbf{F}$	4		*	•	1	1	\$	Ļ	4
					HBT							
Lane Configurations		<u>ተተ</u> թ		۲	t				i an		4	
Traffic Volume (veh/h)	0	437	87	414	528	. 0	0	0	0	268	5	75
Future Volume (veh/h)	0	437	87	414	528	0	Ō	Õ	Õ	268	5	75
Initial Q (Qb), veh	0	0	0	0	0	0	-	-	-	0	Õ	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00	•	0.93
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		·		1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1900	1900	1826	1885	0				1900	1900	1900
Adj Flow Rate, veh/h	0	560	112	531	677	0				344	6	38
Peak Hour Factor	0.78	0.78	0.78	0.78	0.78	0.75		,		0.78	0.78	0.78
Percent Heavy Veh, %	0	0	0	5	1	0				0	0	0
Cap, veh/h	0	1263	248	566	1245	0				373	7	41
Arrive On Green	0.00	0.29	0.29	0.11	0.22	0.00				0.24	0.24	0.24
Sat Flow, veh/h	· 0.	4521	854	1739	1885	0		· · · ·		1573	27	174
Grp Volume(v), veh/h	0	443	229	531	677	0	· · · · · · · · · · · · · · · · · · ·			388	0	0
Grp Sat Flow(s), veh/h/in	-0	1729	1746	1739	1885	• Õ				1774	ŏ	. Õ
Q Serve(g_s), s	0.0	9.4	9.6	27.3	28.7	0.0				19.2	0.0	0.0
Cycle Q Clear(g_c), s	0.0	9.4	9.6	27.3	28:7	0.0				19.2	0.0	0.0
Prop In Lane	0.00	•••	0.49	1.00	2011	0.00				0.89	.0.0	0.10
Lane Grp Cap(c), veh/h	0	1004	507	566	1245	0.00				421	0	0.10
V/C Ratio(X)	0.00	0.44	0.45	0.94	0.54	0.00				0.92	0.00	0.00
Avail Cap(c_a), veh/h	0	1004	507	580	1245	0.00				501	. 0	0.00
HCM Platoon Ratio	1.00	1.00	1.00	0.33	0.33	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.59	0.59	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	26.0	26.1	39.3	23.2	0.0				33.5	0.0	0.00
Incr Delay (d2), s/veh	0.0	1.4	2.9	15.4	1.0	0.0				19.1	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%), veh/ln	0.0	7.1	7.7	19.9	19.4	0.0				15.5	0.0	0.0
Unsig. Movement Delay, s/veh	010		.,,	10.0	3014	0.0				10.0	0.0	0.0
LnGrp Delay(d),s/veh	0.0	27.4	29.0	54.7	24.2	0.0				52.6	0,0	0.0
LnGrp LOS	A	C	C	D	C	A				02.0 D	A A	A.
Approach Vol, veh/h		672	<u> </u>		1208	/					388	^
Approach Delay, s/veh		27.9			37.6						- <b>300</b> 52.6	
Annaach 1 00		27.3 C			57.0 D						52.0 D	
Approach LUS		v		nister and a statement	U	1040000 07 8401 Mg 01			:		U	
		2		4		6						
Phs Duration (G+Y+Rc), s	33.3	30.7		26.0		64.0	1		· ···? .	ι.		
Change Period (Y+Rc), s	4.0	4.6		4.6		4.6						
Max Green Setting (Gmax), s	30.0	21.4		25.4		55.4						
Max Q Clear Time (g_c+l1), s	29.3	11.6		21.2		30.7						
Green Ext Time (p_c), s	0.0	1.8		0.1	÷	2.4						
increations of a 17 and a 11							<b>.</b>					- 191 î 19
HCM 6th Ctrl Delay	1.1		37.3		,						5 de	
HCM 6th LOS			D									
Notes												

User approved pedestrian interval to be less than phase max green.

Existing AM Peak Hour with Project

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Movement Lessae				L WGL								
Lane Configurations	<u> </u>	<b>†</b> †			<u>ተ</u> ጉ			4				
Traffic Volume (veh/h)	51	629	0	0	786	326	156	2	214	0	0	0
Future Volume (veh/h)	51	629	0	0	786	326	156	2	214	0	0	0
Initial Q (Qb), veh	0	0	0	0	· 0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.97	1.00		0.95			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	$\mathbf{v} = \mathbf{v}^{(1)}$		
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1841	1870	0	0	1856	1856	1900	1900	1900			
Adj Flow Rate, veh/h	61	758	0	0	947	393	188	2	107			
Peak Hour Factor	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83	0.83			
Percent Heavy Veh, %	4	2	0	0	3	3	0	0	0			
Cap, veh/h	317	2499	0	0	1139	467	209	- 2	119	• .		
Arrive On Green	0.06	0.23	0.00	0.00	0.47	0.47	0.19	0.19	0.19			
Sat Flow, veh/h	1753	3647	0	n <u>∴</u> 0	2510	991	1077	11	613	· · · · ·		
Grp Volume(v), veh/h	61	758	0	0	688	652	297	0	0			
Grp Sat Flow(s),veh/h/ln	1753	1777	. 0	0	1763	1646	1701	. 0	0			
Q Serve(g_s), s	3.0	15.9	0.0	0.0	30.4	31.3	15.3	0.0	0.0			
Cycle Q Clear(g_c), s	3.0	15.9	0.0	0.0	30,4	31.3	15.3	0.0	0.0			
Prop In Lane	1.00		0.00	0.00		0.60	0.63	•.•	0.36			
Lane Grp Cap(c), veh/h	317	2499	0	0	830	775	331	.0				
V/C Ratio(X)	0.19	0.30	0.00	0.00	0.83	0.84	0.90	0.00	0.00			
Avail Cap(c_a), veh/h	317	2499	0	.0	830	775	537	0.00	0.00			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.85	0.85	0.00	0.00	·1.00	1.00	1.00	0.00	0.00			
Uniform Delay (d), s/veh	36.1	16.3	0.0	0.0	20.6	20.9	35.4	0.0	0.0			
Incr Delay (d2), s/veh	0.1	0.3	0.0	0.0	9.3	10.7	7.3	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%),veh/In	2.3	11.7	0.0	0.0	19.8	19.4	11.1	0.0	0.0			
Unsig. Movement Delay, s/veh		1	0.0	0.0	10.0	13.4	14.1	0.0	0.0			
LnGrp Delay(d),s/veh	36.1	16.6	0.0	0.0	30.0	31.6	42.7	0.0	0.0			
LnGrp LOS	50.1 D	B	0.0 A	0.0 A	50.0 C	31.0 C	42.1 D	0.0 A				
Approach Vol, veh/h	0	819			1340	0	U		Α			
Approach Delay, s/veh								297				
•••		18.1			30.7			42.7				
Approach LOS		В			. C			D.				
Times - Assonates and the Physical Action (G+Y+Rc), s		67.0			00.0	6						
Change Period (Y+Rc), s		<b>67.9</b> 4.6			20.9	47.0		22.1				
Max Green Setting (Gmax), s					4.6	* 4.6		4.6				
Max Q Clear Time (g_c+l1), s		52.4			6.0	* 42		28.4		•		
Green Ext Time (p_c), s		17.9			5.0	33.3		17.3				
		3.0			0.0	3.7		0.2	· ·			
			00.0	in an		×2						
HCM 6th Ctrl Delay HCM 6th LOS	. *		2 <b>8.0</b> C						let og av elle S	·		
			U			The second second						
Notes		10.00										

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Existing AM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

11-13	-2019
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ane Configurations		ភ	Ť₽			ሻ	<b>↑</b> ĵ-			a.	<b>≜</b> †⊅	
Fraffic Volume (veh/h)	80	179	371	150	2	71	542	34	4	218	93	5
Future Volume (veh/h)	80	179	371	150	2	71	542	34	4	218	93	Ę
nitial Q (Qb), veh	-	0	0	0		0	0	0		0	0	
Ped-Bike Adj(A_pbT)		1.00		0.97		1.00		0.97		1.00		0.9
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Nork Zone On Approach			No				No				No	
Adj Sat Flow, veh/h/ln		1841	1870	1870		1885	1870	1870		1841	1885	188
Adj Flow Rate, veh/h		192	399	161		76	583	37		234	100	Ę
Peak Hour Factor		0.93	0.93	0.93		0.93	0.93	0.93	,	0.93	0.93	0.9
Percent Heavy Veh, %		4	2	2		1	2	2		4	1	
Cap, veh/h		250	840	334		106	872	55		289	640	33
Arrive On Green		0.14	0.34	0.34		0.06	0.26	0.26		0.17	0.28	0.2
Sat Flow, veh/h		1753	2460	978		1795	3385	214		1753	2254	116
Grp Volume(v), veh/h		192	287	273		76	306	314	<u></u>	234	78	7
Srp Sat Flow(s), veh/h/ln		1753	1777	1661		1795	1777	1823		1753	1791	163
Q Serve(g_s), s		6.5	7.8	8.0		2.6	9.5	9.6		8.0	2.0	2
Cycle Q Clear(g_c), s		6.5	7.8	8.0		2.0	9.5 9.5	9.6		· 8.0	2.0	2
Prop In Lane		1.00	1.0	0.59		1.00	3.5	0.12		1.00	2.0	2 0.7
ane Grp Cap(c), veh/h		250	607	567		106	458	469		289	508	46
//C Ratio(X)		0.77	0.47	0.48		0.72	4 <b>56</b> 0.67	409 0.67		209 0.81		
vail Cap(c_a), veh/h		1189	1550	0.40 1449		319	660	677			0.15	0.1
ICM Platoon Ratio		1.00								<b>609</b>	796	72
		· 1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Jpstream Filter(I)			1.00	1.00		1.00	1.00	1.00		1.00	1.00 ·	1.0
Jniform Delay (d), s/veh		25.5	16.0	16.1		28.6	20.6	20.6		24.9	16.6	16
ncr Delay (d2), s/veh		5.8	0.7	0.8		10.5	2.0	2.0		.5.3	0,1	0
nitial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0
6ile BackOfQ(95%), veh/ln		5.3	5.4	5.2		2.4	7.0	7.2		6.3	1.4	1.
Insig. Movement Delay, s/veh												
nGrp Delay(d),s/veh		31.4	16.7	16.8		39.1	22.6	22.6		30.2	16.7	16
nGrp LOS		C	В	В		D	С	C		C	B	
pproach Vol, veh/h			752				696				390	
pproach Delay, s/veh			20.5				24.4				24.9	
pproach LOS			С				С				С	
Instal Assessment Product and Ass		538 <b>) 2</b> 1	(1995) 3 F	4		a la companya da companya d						
hs Duration (G+Y+Rc), s	7.1	22.1	7.6	25.1	14.7	14.4	12.8	19.9				
Change Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
flax Green Setting (Gmax), s	11.0	27.5	11.0	54,0	21.5	16.5	42.0	23.0				
lax Q Clear Time (g_c+l1), s	3.9	4.2	4.6	10.0	10.0	7.4	8.5	11.6				
Green Ext Time (p_c), s	0.1	0.5	0.1	2.8	0.4	0.5	0.7	2.2				
								 (1993) (1993)				STRACT
			60 ÷		194							
ICM 6th Ctrl Delay	• •		23.6	· · ·	11					1		
ICM 6th LOS			С									
							dia provi		y.			
ser approved pedestrian inter	val to bo	lass that	nhaeo m	av aroon								
an approved pedeatingit litter.		icos uidi	i pilase II	ian yi cell	•							

Existing AM Peak Hour with Project

	4	Ļ	4	
Mananaliteration			Sap.	
Lane Configurations	1	†₽		
Traffic Volume (veh/h)	51	81	155	(
Future Volume (veh/h)	51	81	155	
Initial Q (Qb), veh	0	0	0	
Ped-Bike Adj(A_pbT)	1.00		0.95	
Parking Bus, Adj	1.00	1.00	1.00	
Work Zone On Approach		No		
Adj Sat Flow, veh/h/ln	1841	1841	1841	
Adj Flow Rate, veh/h	55	87	140	
Peak Hour Factor	0.93	0.93	0.93	4, · · · · · · · · · · · · · · · · · · ·
Percent Heavy Veh, %	4	4	4	
Cap, veh/h	87	280	238	
Arrive On Green	0.05	0.16	0.16	
Sat Flow, veh/h	1753	1749	1488	
Grp Volume(v), veh/h	55	87	140	
Grp Sat Flow(s),veh/h/ln	1753	1749	1488	
Q Serve(g_s), s	1.9	2.7	5.4	
Cycle Q Clear(g_c), s	1.9	2.7	5.4	
Prop In Lane	1.00		1.00	
Lane Grp Cap(c), veh/h	87	280	238	
V/C Ratio(X)	0.64	0.31	0.59	
Avail Cap(c_a), veh/h	311	466	397	
HCM Platoon Ratio	1.00	1.00	1.00	
Upstream Filter(I)	1.00	· 1.00	1.00	· · · · · · · · · · · · · · · · · · ·
Uniform Delay (d), s/veh	28.9	23.0	24.1	
Incr Delay (d2), s/veh	8.9	0.6	2.3	
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	
%ile BackOfQ(95%),veh/In	1.8	2.0	3.5	·
Unsig. Movement Delay, s/veh				
LnGrp Delay(d),s/veh	37.8	23.6	26.4	
LnGrp LOS	D	С	С	
Approach Vol, veh/h		282		
Approach Delay, s/veh		27.8		
Approach LOS		C		

	2.3						
Int Delay, s/veh	۷.3						
Mövenent					US91	BBR.	
Lane Configurations	۲f		ሻ		_ î⇒		
Traffic Vol, veh/h	20	125	32	378	257	42	
Future Vol, veh/h	20	125	32	378	257	42	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	
Storage Length	0	-	75	-	-	-	
Veh in Median Storage	,# 0	-	· 🔺	0	0		
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	97	97	97	97	97	. 97	
Heavy Vehicles, %	2	2	2	4	4	2	
Mvmt Flow	21	129	- 33	390	265	43	
Malor/Minor Astronom	anno a				1302		
Conflicting Flow All	548	287	308	0	ilar ketingi _	0	
Stage 1	287	207	-		-	-	
Stage 2	261	_	_	_	-	-	
Critical Hdwy	6.63	6.23	4.13		-	-	
Critical Hdwy Stg 1	5.43		-	-	-	-	
Critical Hdwy Stg 2	5.83	-	-	-	-	-	
Follow-up Hdwy		3.319	2 2 1 9	-	-	-	
Pot Cap-1 Maneuver	482	751	1251	-	-	-	
Stage 1	761	-		_	-	-	
Stage 2	760	-	-	-	-	-	
Platoon blocked, %				_	-	-	
Mov Cap-1 Maneuver	469	751	1251	-	-	-	
Mov Cap-2 Maneuver	469	-	-	-	-	-	
Stage 1	741	-	-	-	-	-	
Stage 2	760	-		-	_	-	
00030 -							
HCM Control Delay, s	11.6		0.6		0		
HCM LOS	В						
Minai Leneldaci Mvn							
Capacity (veh/h)	· ·	1251	*	693		+	
HCM Lane V/C Ratio		0.026	-	0.216	-	-	
HCM Control Delay (s)	•	- 8	-	11.6	-	-	
HCM Lane LOS		Ă	-	B	-	-	
HCM 95th %tile Q(veh)		0.1	-	0.8	-		

Existing PM Peak hour with Project

# HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

	۶		$\mathbf{F}$	4	-	×.	▲	Ť	۲	\$	ţ	4
					<b>WARTE</b>					Bal		688
Lane Configurations		<u>ተተ</u> ጮ		۲	Ť	aan antibrio 1996 o tel 2000	noon of bridden a biblioty of a se	na ata markan ang daripada kalanga	ng baran ng sagang p		\$	
Traffic Volume (veh/h)	-0	320	38	263	350	0	0	0	0	477	10	86
Future Volume (veh/h)	0	320	38	263	350	Õ	Ō	0	Ō	477	10	86
Initial Q (Qb), veh	Ō	0	0	0	0	0	-		•	0	0	Ő
Ped-Bike Adj(A_pbT)	1.00	-	1.00	1.00	•	1.00				1.00	÷	0.95
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1900	1900	1781	1870	0				1900	1900	1900
Adj Flow Rate, veh/h	Ō	360	43	296	393	Ō				536	11	46
Peak Hour Factor	0.89	0.89	0.89	0.89	0.89	0.75				0.89	0.89	0.89
Percent Heavy Veh, %	0	0	0	8	2	0				0.00	0.00	0.00
Cap, veh/h	0	596	70	628	1025	Õ				564	12	48
Arrive On Green	0.00	0.13	0.13	0.37	0.55	0.00				0.35	0.35	0.35
Sat Flow, veh/h	0	4879	551	1697	1870	0.00				1614	33	139
Grp Volume(v), veh/h	0	262	141	296	393	0		· · · · · · · · · · · · · · · · · · ·		593	0	0
Grp Sat Flow(s), veh/h/ln	Ö	1729	1801	1697	1870	0				1786	0	0
Q Serve(g_s), s	0.0	6.5	6.7	12.0	10.8	0.0				29.1	0.0	0.0
Cycle Q Clear(g_c), s	0.0	6.5	6.7	12.0	10.8 10.8	0.0				29.1 29.1	0.0 0.0	0.0
Prop In Lane	0.00	0.0	0.31	1.00	10.0						0.0	
•		438			4005	0.00				0.90	^	80.0
Lane Grp Cap(c), veh/h	0		228	628	1025	0				624	0	0
V/C Ratio(X)	0.00	0.60	0.62	0.47	0.38	0.00				0.95	0.00	0.00
Avail Cap(c_a), veh/h	0	438	228	628	1025	0				841	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.79	0.79	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	37.1	37.2	21.6	11.6	0.0				28.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	5.9	11.9	0.2	0.9	0.0				15.0	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%),veh/In	0.0	5.5	6.5	7.7	7.5	0.0				20.7	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	43.1	49.1	21.8	12.5	0.0				43.5	0.0	0.0
LnGrp LOS	A	D	D	С	B	A				D	<u> </u>	<u> </u>
Approach Vol, veh/h		403			689						593	
Approach Delay, s/veh		45.2			16.5						43.5	
Approach LOS		D			В						D	
Time - Assented Physics I and		2				6					er for Sar	
Phs Duration (G+Y+Rc), s	37.9	16.0		36.1	10 C 1	53.9						
Change Period (Y+Rc), s	4.6	* 4.6		4.6		4.6						
Max Green Setting (Gmax), s	23.0	* 11		42.4	,	38.4						
Max Q Clear Time (g_c+l1), s	14.0	8.7		31.1		12.8						
Green Ext Time (p_c), s	0:1	0.4		0.4		1.2						
mersection Bundhau 2008		en Saarten				29						
HCM 6th Ctrl Delay	· · · ·		32.8								,	a 1977 (1921 (1920))
HCM 6th LOS			C									
		a din dia dia	_									
Notes												

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Existing PM Peak hour with Project

# HCM 6th Signalized Intersection Summary 12: NB Offramp & Lathrop Rd

11	-13-	·20	19

	۶	-	$\mathbf{\hat{z}}$	1	-	•	•	1	1	1	¥	4
Movement The solution of			FBR	en weite								
Lane Configurations	ኘ	<b>††</b>	-		<b>≜</b> î⊳			4				
Traffic Volume (veh/h)	29	768	0	0	571	272	36	2	508	0	0	(
Future Volume (veh/h)	29	768	0	0	571	272	36	2	508	0	0	(
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		0.98			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/in	1856	1885	0	0	1885	1885	1900	1900	1900			
Adj Flow Rate, veh/h	31	817	0	0	607	289	38	2	407			
Peak Hour Factor	0.94	0.94	0.94	0.83	0.94	0.94	0.94	0.94	0.94			
Percent Heavy Veh, %	3	1	0	0	1	1	0	0	0			
Cap, veh/h	106	2142	0	0	1153	549	<b>41</b> :	2	434			
Arrive On Green	0.08	0.80	0.00	0.00	0.49	0.49	0.30	0.30	0.30			
Sat Flow, veh/h	1767	3676	0	0	2430	1111	135	7	1449			
Grp Volume(v), veh/h	31	817	0	0	465	431	447	0	0			
Grp Sat Flow(s), veh/h/in	1767	1791	0	0	1791	1656	1592	0.	0			
Q Serve(g_s), s	1.5	6.0	0.0	0.0	16.0	16.0	24.6	0.0	0.0			
Cycle Q Clear(g_c), s	1.5	6.0	0.0	0.0	16.0	16.0	24.6	0.0	0.0			
Prop In Lane	1.00		0.00	0.00		0.67	0.09		0.91			
ane Grp Cap(c), veh/h	106	2142	0	0	884	818	477	0	0			
V/C Ratio(X)	0.29	0.38	0.00	0.00	0.53	0.53	0.94	0.00	0.00			
Avail Cap(c_a), veh/h	208	2142	0	0	884	818	679	0	0			
HCM Platoon Ratio	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.91	0.91	0.00	0.00	1.00	1.00	1.00	0.00	0.00			
Uniform Delay (d), s/veh	39.6	4.3	0.0	0.0	15.6	15.6	30.7	0.0	0.0			
ncr Delay (d2), s/veh	0.5	0.5	0.0	0.0	2.2	2.4	14.0	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%),veh/In	1.2	3.3	0.0	0.0	10.9	10.3	16.3	0.0	0.0			
Unsig. Movement Delay, s/vel								0.0	0.0			
LnGrp Delay(d),s/veh	40.1	4.8	0.0	0.0	17.8	18.0	44.6	0.0	0.0			
_nGrp LOS	D	A	A	A	B	B	D	A	A.			
Approach Vol, veh/h		848			896			447				
Approach Delay, s/veh		6.1			17.9			44.6				
Approach LOS		A			B			44.0 D				
		~	BRUSKSISS						LUNCO DEDGOURDOR		1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	tradicional de la constante
		50 A			0.4	40.0		04 C				
Phs Duration (G+Y+Rc), s		58.4			9.4	49.0		31.6				
Change Period (Y+Rc), s		4.6			4.0	4.6		4.6				
Max Green Setting (Gmax), s		42.4			10.6	27.8		38.4				
Max Q Clear Time (g_c+l1), s G <b>reen Ext Time (p_c), s</b>		8.0 <b>3.3</b>			3.5 <b>0.0</b>	18.0 <b>2.4</b>		26.6 <b>0.4</b>				
Ik Ik					~·~	T.A.	Ngarata	т. <b>ч</b>				
ICM 6th Ctrl Delay			10.0									
			18.8					* . · · ·	•			
HCM 6th LOS			В									

User approved pedestrian interval to be less than phase max green.

Existing PM Peak hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

11-13-2019

	3	•		$\rightarrow$	F	1	-	•	<b>₹</b> 1	1	1	1
November 1					MEU	- SEL	- 9/517			<b>HAR</b>		
Lane Configurations		٦.	<b>†</b> 1>			٦	<u>ተጉ</u>			A	<b>†</b> 1>	
Traffic Volume (veh/h)	94	245	640	212	3	108	287	55	8	281	176	141
Future Volume (veh/h)	94	245	640	212	3	108	287	55	8	281	176	14 ⁻
nitial Q (Qb), veh		0	0	0		0	0	0		0	0	(
Ped-Bike Adj(A_pbT)		1.00		0.99		1.00		0.97		1.00		0.99
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.00
Work Zone On Approach			No				No				No	
Adj Sat Flow, veh/h/ln		1885	1885	1885		1900	1900	1900		1870	1870	187(
Adj Flow Rate, veh/h		253	660	219		111	296	47		290	181	14
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97		0.97	0.97	0.97
Percent Heavy Veh, %	-	1	1	1		0	0	0		2	2	
Cap, veh/h		429	880	292		146	546	86		349	479	360
Arrive On Green		0.24	0.33	0.33		0.08	0.18	0.18		0.20	0.25	0.25
Sat Flow, veh/h		1795	2635	874		1810	3111	487		1781	1921	1444
Grp Volume(v), veh/h		253	449	430	· · · · ·	111	170	173		290	167	159
Grp Sat Flow(s), veh/h/ln		1795	1791	1718		1810	1805	1793	·.	1781	1777	1588
		8.4	14.9	15.0		4.0	5.8	5.9		10.5	5.2	5.6
Q Serve(g_s), s C <b>ycle Q Clear(g_c), s</b>		8.4	14.9	15.0		4.0	5.8 5.8	5.9		10.5	5.2 5.2	5.6
		<b>0.4</b> 1.00	14.3	0.51		4.0	0.0	0.27		1.00	<b>J.Z</b>	0.91
Prop In Lane			500				247				449	
Lane Grp Cap(c), veh/h		429	598	574		146	317	315		349	443	396
V/C Ratio(X)		0.59	0.75	0.75		0.76	0.54	0.55		0.83	0.38	0.40
Avail Cap(c_a), veh/h		802	1040	997		377	618	614		838	913	81
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	1.00		1,00	1.00	1.00
Uniform Delay (d), s/veh		22.6	19.9	19.9		30.2	25.2	25.3		26.0	20.9	21.1
ncr Delay (d2), s/veh		1.6	2.3	2.4		9.4	1.7	1.8	× 4	5.2	0,5	0.7
nitial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.0
%ile BackOfQ(95%),veh/In		6.3	10.1	9.8		3.7	4.5	4.6		8.2	3.8	3.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		24.2	22.2	22.3		39.7	26.9	27.1		31.1	21.4	21.7
LnGrp LOS		<u> </u>	С	С		D	С	С		C	С	(
Approach Vol, veh/h			1132				454				616	
Approach Delay, s/veh			22.7				30.1				26.1	
Approach LOS			С				С				С	
						din (* 1 <b>2</b> - 1					ara tanaya	liter de las.
Timer - An Inso Phi	10.4	- 04 0		00 4	47.0	40.7	00.4	ACO				
Phs Duration (G+Y+Rc), s	10.1	21.2	9.4	26.4	17.6	13.7	20.1	15.8				
Change Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
Max Green Setting (Gmax), s	16.0	34.5	14.0	39.0	31.6	18.4	30.0	23.0				
Max Q Clear Time (g_c+l1), s	6.6	7.6	6.0	17.0	12.5	6.5	10.4	7.9				
Green Ext Time (p_c), s	0.2	1.1	0.2	4.4	0.7	0.6	0.8	1.3	· •			
ntersection Summers						at see					i an i	1. <u>5</u>
HCM 6th Ctrl Delay	,		26.1							1		
HCM 6th LOS			C									
	a and a second second		_							ana kingga siya katala		
Ofes - Provide State of the second		14.2	and an									- 18 ¹
Jser approved pedestrian inter	val to he	less that	n nhase n	nav dreen	ı							

Existing PM Peak hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

11-13-201	9
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<b>118</b> 118 118 0 1.00 1.00	↑ ↑ 150 150 0 1.00	<b>104</b> 104 0 0.96	
118 118 0 1.00 1.00	<b>150</b> 150 <b>0</b>	104 0 0.96	
118 118 0 1.00 1.00	<b>150</b> 150 <b>0</b>	104 0 0.96	
0 1.00 <b>1.00</b>	0	<b>0</b> 0.96	
1.00 <b>1.00</b>		0.96	
1.00	1.00		
	1.00		
		1.00	
	No		
1841	1870	1870	
122	155	81	
0.97	0.97	0.97	
4	2	2	
159	311	153	,
0.09	0.14	0.14	
1753	2276	1117	
122	119	117	
753	1777	1616	
4.6	4.2	4.5	
4.6	4.2	4.5	
1.00		0.69	
159	243	221	
0.77	0.49	0.53	
418	487	443	
1.00	1.00	1.00	
1.00	1.00 [,]	1.00	· · ·
29.9	26.8	27.0	
9.0	1.5	2.0	
0.0	0.0	0.0	
4.0	3.2	3.2	
38.9	28.4	29.0	
D	С	С	
	358		
	32.1		
	С		
C 1 1 1 2	<b>0.97</b> 4 <b>159</b> 0.09 <b>753</b> 122 <b>753</b> 4.6 <b>1.00 159 0.77 418 1.00 29.9 9.0 0.0 4.0 38.9</b>	0.97         0.97           4         2           159         311           0.09         0.14           753         2276           122         119           753         1777           4.6         4.2           4.6         4.2           1.00         1           159         243           0.77         0.49           418         487           1.00         1.00           20.9         26.8           9.0         1.5           0.0         0.0           4.0         3.2           38.9         28.4           D         C           358         32.1	0.97         0.97         0.97           4         2         2           159         311         153           0.09         0.14         0.14           753         2276         1117           122         119         117           753         1777         1616           4.6         4.2         4.5           4.6         4.2         4.5           1.00         0.69           159         243         221           0.77         0.49         0.53           418         487         443           1.00         1.00         1.00           1.00         1.00         1.00           29.9         26.8         27.0           9.0         1.5         2.0           0.0         0.0         0.0           4.0         3.2         3.2           38.9         28.4         29.0           D         C         C           358         32.1

Int Delay, s/veh	2.6							
Movement streat			NR	ANRI	<b>BET</b>	- 555		
Lane Configurations	Y		٦	<b>^</b>	4Î			
Traffic Vol, veh/h	2	128	27	256	173	23		
Future Vol, veh/h	2	128	27	256	173	23		
Conflicting Peds, #/hr	· 0	0	0	0	0	0		·
Sign Control	Stop	Stop	Free	Free	Free	Free		
RT Channelized	•.	None	-	None	-	None	*	· · ·
Storage Length	0	-	75	-	-	-		
Veh in Median Storage,		· -	•	0	0	· +		
Grade, %	0	-	-	0	0	-		
Peak Hour Factor	84	84	84	84	84	- 84	· ·	
Heavy Vehicles, %	0	5	0	4	6	2		
Mvmt Flow	2	152	32	305	206	27		
According to Carlo Version 2014, Links Anticipation and According to A		an batalan kara		e al s	lajor 2			
Conflicting Flow All	437	220	233	0	-	0		
Stage 1	220	-	-	-	-	+		
Stage 2	217	-	-	-	-	-		
Critical Hdwy		6.275	4.1	-	-	-		
Critical Hdwy Stg 1	5.4	-	-	-	-	-		
Critical Hdwy Stg 2	5.8		-	-	-	-		
Follow-up Hdwy		3.3475	2.2	-	-	-		
Pot Cap-1 Maneuver	567	810	1346	-	-	-		
Stage 1	821 <b>804</b>	-	-	-	-	-		
Stage 2 Platoon blocked, %	004	-	-	-	-	*		
Mov Cap-1 Maneuver	553	810	1346	-	-	-		. · · ·
Mov Cap-1 Maneuver Mov Cap-2 Maneuver	553	010	1340	-	-	-		
Stage 1	801	-	-	-	-	-		
Stage 2	804	-	_	_	-	-		
Oldge 2	004							
Autorant HCM Control Delay, s	10.5		0.7		0			
HCM LOS	10.5 B		0.7		v			
	U.							
Manifizationanananan								
Capacity (veh/h)		1346		804	-	: <del></del>		
HCM Lane V/C Ratio		0.024	-	0.192	-	-		
HCM Control Delay (s)	*	7.7	-	10.5	-	-		
HCM Lane LOS		A	-	B	-	-		
HCM 95th %tile Q(veh)		0.1	-	0.7		1 - 1 <b>- 1</b>	4.	

Year 2022 AM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

	۶	-	$\mathbf{F}$	4	←	×.	1	1	1	\$	Ļ	1
dovernents is sind a statement			6779						NERG	S BE	58.58T	
Lane Configurations		<b>11</b>		ኻ	ł					4441533.00544.00384.00388	<b>4</b> >	
Traffic Volume (veh/h)	0.	611	204	433	641	0	0	. 0	0	288	4	122
Future Volume (veh/h)	0	611	204	433	641	0	0	0	0	288	4	122
Initial Q (Qb), veh	0	0	0.	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00	-	0.93
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/In	0	1900	1900	1826	1885	0				1900	1900	1900
Adj Flow Rate, veh/h	0	754	252	535	791	0				356	5	95
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	•			0.81	0.81	0.81
Percent Heavy Veh, %	0	0	0	5	1	0				0	0	0
Cap, veh/h	0	944	312	570	1164	0				380	5	102
Arrive On Green	0.00	0.25	0.25	0.11	0.20	0.00				0.28	0.28	0.28
Sat Flow, veh/h	0	4025	1275	1739	1885	0	1			1356	19	362
Grp Volume(v), veh/h	0	676	330	535	791	0				456	0	0
Grp Sat Flow(s), veh/h/in	0	1729	1671	1739	1885	0				1737	0	0
Q Serve(g_s), s	0.0	16.5	16.7	27.5	34.9	0.0				23.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	16.5	16.7	27.5	34.9	0.0				23.0	0.0	0.0
Prop In Lane	0.00		0.76	1.00		0.00				0.78		0.21
Lane Grp Cap(c), veh/h	0	847	409	570	1164	0				487	0	0
V/C Ratio(X)	0.00	0.80	0.81	0.94	0.68	0.00				0.94	0.00	0.00
Avail Cap(c_a), veh/h	0	847	409	580	1164	0				568	0	0
HCM Platoon Ratio	1.00	1.00	1.00	0.33	0.33	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.33	0.33	0.00				1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	31.9	32.0	39.2	27.6	0.0				31.6	0.0	0.0
Incr Delay (d2), s/veh	0.0	7.7	15.6	10.0	1.1	0.0				20.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(95%),veh/In	0.0	12.1	13.1	17.8	21.7	0.0				17.7	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	39.6	47.5	49.2	28.7	0.0				51.8	0.0	0.0
LnGrp LOS	A	D	D	D	С	Α				D	А	А
Approach Vol. veh/h	-	1006			1326						456	
Approach Delay, s/veh		42.2			37.0						51.8	
Approach LOS		D			D						D	
Time Acconstitutes .		12 12 2				11 A .						
Phs Duration (G+Y+Rc), s	33.5	26.7		29.8		60.2						
Change Period (Y+Rc), s	4.0	4.6		4.6		4.6						
Max Green Setting (Gmax), s	30.0	17.4		29.4		51.4						
Max Q Clear Time (g_c+l1), s	29.5	18.7		25.0		36.9						
Green Ext Time (p_c), s	0.0	0.0		0.2		2.6						
HCM 6th Ctrl Delay	am to on the second		41.3				·					
HCM 6th LOS			D									
			-									
Notes and the second second second												845

User approved pedestrian interval to be less than phase max green.

Year 2022 AM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 12: NB Offramp & Lathrop Rd

11	-13	-20	19
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November and the second			EBRI	1401		STR.					SUL	
Lane Configurations	٦	<b>††</b>			<u>ተ</u> ኩ			4				
Traffic Volume (veh/h)	141	757	0	0	854	364	220	- 4	229	· Ö	÷ 0	(
Future Volume (veh/h)	141	757	0	0	854	364	220	4	229	0	0	C
Initial Q (Qb), veh	0	0	0	-0	0	0	0	0	· 0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.97	1.00		0.96			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		•	
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/In	1841	1870	0	0	1856	1856	1900	1900	1900			
Adj Flow Rate, veh/h	166	891	0	0	1005	428	259	5	122			
Peak Hour Factor	0.85	0.85	0.83	0.83	0.85	0.85	0.85	0.85	0.85			
Percent Heavy Veh, %	4	2	0	0	3	3	0	0	0			
Cap, veh/h	231	2325	0	0	1132	473	281	-5	132			
Arrive On Green	0.04	0.22	0.00	0.00	0.47	0.47	0.24	0.24	0.24			
Sat Flow, veh/h	1753	3647	0	0	2495	1004	1153	22	543			
Grp Volume(v), veh/h	166	891	0	0	732	701	386	0	0			<u>مسوال ال المسامل الم</u>
Grp Sat Flow(s),veh/h/in	1753	1777	0	0	1763	1643	1718	0	0			
Q Serve(g_s), s	8.4	19.3	0.0	0.0	33.8	35.4	19.7	0.0	0.0			
Cycle Q Clear(g_c), s	8.4	19.3	0.0	0.0	33.8	35.4	19.7	0.0	0.0			
Prop In Lane	1.00		0.00	0.00		0.61	0.67		0.32			
Lane Grp Cap(c), veh/h	231	2325	0	0	830	774	419	0	0			
V/C Ratio(X)	0.72	0.38	0.00	0.00	0.88	0.91	0.92	0.00	0.00			
Avail Cap(c_a), veh/h	231	2325	0	0	830	774	542	0	0			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.30	0.30	0.00	0.00	1.00	1.00	1.00	0.00	0.00			
Uniform Delay (d), s/veh	41.4	19.8	0.0	0.0	21.5	21.9	33.2	0.0	0.0			
Incr Delay (d2), s/veh	2.8	0.1	0.0	0.0	13:0	16.1	16.3	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%), veh/In	5.8	11.8	0.0	0.0	22.4	22.6	15.0	0.0	0.0			
Unsig. Movement Delay, s/veh									0.0			
LnGrp Delay(d),s/veh	44.2	19.9	0.0	0.0	34.5	38.1	49.5	0.0	0.0			
LnGrp LOS	D	В	A	A	C	D	D	A	A			
Approach Vol, veh/h		1057			1433			386	,,			
Approach Delay, s/veh		23.7			36.3			49.5				
Approach LOS		C			D			чэ.о D				
Timer - Assemblic Provident		用过复的	n jeden til sok								i de la destru	
Phs Duration (G+Y+Rc), s		63.5			16.5	47.0		26.5				
Change Period (Y+Rc), s		4.6			4.6	* 4.6		4.6				
Max Green Setting (Gmax), s	۰.	52.4			6.0	* 42		28,4				
Max Q Clear Time (g_c+l1), s		21.3			10.4	37.4		21.7				
Green Ext Time (p_c), s		3.7			0.0	2.7		0.2				
n sover the second second second							keesa ta					
HCM 6th Ctrl Delay	1		33.4			,						
HCM 6th LOS			С									

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Year 2022 AM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

11-13-2019	11	-13	-20	19
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						WEL						
ane Configurations		A	<b>∱</b> ⊅			ሻ	†⊅			a,	_ <b>≜</b> ⊅	
affic Volume (veh/h)	85	182	476	163	3	88	620	57	5	230	109	•
uture Volume (veh/h)	85	182	476	163	3	88	620	57	5	230	109	
itial Q (Qb), veh		0	0	0		0	0	1.0		0	0	
ed-Bike Adj(A_pbT)		1.00		0.97		1.00		0.97		1.00		0.
arking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	.*	1.00	1.00	1.
ork Zone On Approach			No				No				No	
dj Sat Flow, veh/h/ln		1841	1870	1870		1885	1870	1870		1841	1885	18
dj Flow Rate, veh/h		194	506	173		94	660	61		245	116	
eak Hour Factor		0,94	0.94	0,94		0.94	0.94	0.94	· , `	0.94	0.94	0.
ercent Heavy Veh, %		4	2	2		1	2	2		4	1	
ap, veh/h		250	898	305		123	896	83	11-11	298	658	3
rive On Green		0.14	0.35	0.35		0.07	0.27	0.27		0.17	0.28	0.
at Flow, veh/h		1753	2582	877		1795	3278	303		1753	2315	11
p Volume(v), veh/h	<u></u>	194	347	332		94	357	364		245	88	
p Sat Flow(s), veh/h/ln		1753	1777	1683		1795	1777	1804	.a	1753	1791	16
Serve(g_s), s		7.0	10.5	10.6		3.4	12.1	12.1	·. ·	8.9	2.4	
rcle Q Clear(g_c), s		7.0	10.5	10.6		3.4	12.1	12.1		8.9	2.4	
op In Lane		1.00	10.0	0.52		1.00	12.1	0.17	• •	1.00	2.4	0
•		250	618	585		123	486	493		298	509	4
ne Grp Cap(c), veh/h				0.57				,		<b>290</b> 0.82		
C Ratio(X)		0.78	0.56			0.77	0.74	0.74			0.17	0
ail Cap(c_a), veh/h		1114	1452	1375		299	619	628	•	570	745	6
M Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1
stream Filter(I)		1.00	·1.00	1.00		1.00	1.00	1.00	. * .	1.00	1.00	1
iform Delay (d), s/veh		27.3	17.5	17.5		30.3	21.8	21.8		26.5	17.8	1
r Delay (d2), s/veh		6.1	1.0	1.0		11.3	3.8	3.8		5.6	0.2	
tial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	
le BackOfQ(95%),veh/ln		5.8	7.3	7.0		3.2	8.9	9.0		7.1	1.7	
isig. Movement Delay, s/veh												
Grp Delay(d),s/veh		33.4	18.4	18.6		41.5	25.6	25,6		32.1	18.0	1
Grp LOS		С	В	В		D	С	С		С	В	
proach Vol, veh/h			873				815				421	
proach Delay, s/veh			21.8				27.4				26.2	
proach LOS			С				C ·				- C	
			a e pr	t internet								
s Duration (G+Y+Rc), s	7.3	23.3	8.5	27.0	15.7	14.8	13.4	22.1				243016
ange Period (Y+Rc), s	4.0	4.5	<b>4</b> .0	4.0	4.5	4.5	4.0	4.0		-		
	4.0 11.0	27.5	4.0 11.0	4.0 54.0	21.5	4.5	4.0 42.0	23.0				
ax Q Clear Time (g_c+l1), s	4.2	4.7	5.4	04.0 12.6	10.9	7.8	<b>42.0</b> 9.0	23.0 14.1				
een Ext Time (p_c), s												
con Ext mine (p_c), s	0.1	0.5	0.1	3.5	0.5	0.5	0.7	2.3		1 <i>2</i>		
CM 6th Ctrl Delay	Cara -		25.5	يد و تشوق و .	9 ¹ 1	1	a factoria	e di se		er en se	t car taa	
CM 6th LOS			С									

User approved ignoring U-Turning movement.

Year 2022 AM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan Rd & Lathrop Rd

11-13-	2019
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Nevananos - Alexandra					
Lane Configurations	٣				
Traffic Volume (veh/h)	55	85	158	· . · · ·	
Future Volume (veh/h)	55	85	158		
Initial Q (Qb), veh	0	0	0	1	
Ped-Bike Adj(A_pbT)	1.00		0.95		
Parking Bus, Adj	1.00	1.00	1.00		· · ·
Work Zone On Approach		No			
Adj Sat Flow, veh/h/In	1841	1841	1841		
Adj Flow Rate, veh/h	59	90	141		
Peak Hour Factor	0.94	0.94	0.94	•	
Percent Heavy Veh, %	4	4	4		
Cap, veh/h	88	274	233	·	
Arrive On Green	0.05	0.16	0.16		
Sat Flow, veh/h	1753	1749	1487	<u>, s</u>	· · · · · · · · · · · · · · · · · · ·
Grp Volume(v), veh/h	59	90	141		
Grp Sat Flow(s), veh/h/In	1753	1749	1487		
Q Serve(g_s), s	2.2	3.0	5.8		
Cycle Q Clear(g_c), s	2.2	3.0	5.8		:
Prop In Lane	1.00		1.00		
Lane Grp Cap(c), veh/h	88	274	233		
V/C Ratio(X)	0.67	0.33	0.61		
Avail Cap(c_a), veh/h	292	437	371		
HCM Platoon Ratio	1.00	1.00	1.00		
Upstream Filter(I)	1.00	1.00	1.00	1	· · · ·
Uniform Delay (d), s/veh	30.9	24.8	26.0		
Incr Delay (d2), s/veh	10.3	0.7	2.5		
nitial Q Delay(d3),s/veh	0.0	0.0	0.0		
%ile BackOfQ(95%), veh/In	2.0	2.2	3.8		
Jnsig. Movement Delay, s/v					
_nGrp Delay(d),s/veh	41.1	25.5	28.5		· · ·
_nGrp LOS	D	<u> </u>	С	· · · · · · · · · · · · · · · · · · ·	
Approach Vol, veh/h		290			
Approach Delay, s/veh		30.1			
Approach LOS		С			

Home       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y       Y <th>Intersection Int Delay, s/veh</th> <th>2.2</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th>	Intersection Int Delay, s/veh	2.2						
Lane Configurations \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Navement: set set					ST T	a se a	
Traffic Vol, veh/h       21       130       38       449       291       45         Future Vol, veh/h       21       130       38       449       291       45         Conflicting Fock, #hr       0       0       0       0       0       0       0         Storage Length       0       -       75       -       -       -       -         Veh in Madian Storage, #       0       -       75       -       -       -       -         Veh in Madian Storage, #       0       -       75       -       -       -       -         Veh in Madian Storage, #       0       -       75       97       97       97       97         Peak Hour Factor       97       97       97       97       97       97       97         Heavy Vehicles, %       2       2       2       4       2       -       -       -       -         Stage 1       323       346       0       -       0       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       - </td <td></td> <td>288.1128.817-1121/1973C</td> <td></td> <td></td> <td>**</td> <td>Ť.</td> <td></td> <td></td>		288.1128.817-1121/1973C			**	Ť.		
Future Vol, veh/h       21       130       38       449       291       45         Conflicting Peds, #/hr       0       0       0       0       0       0       0         Sign Control       Stop       Free       Free       Free       Free       Free         RT Channelized       -       None       -       -       -       -         Veh in Median Storage, #       0       -       -       0       0       -         Grade, %       0       -       -       0       0       -         Peak Hour Factor       97       97       97       97       97         Peak Vehicles, %       2       2       2       4       4       2         Mvmt Flow       22       134       39       463       300       46         Conflicting Flow All       633       323       346       0       -       -         Stage 1       323       -       -       -       -       -         Tritical Hdwy Stg 1       5.43       -       -       -       -         Pollow-up Hdwy Stg 2       5.83       -       -       -       -         Pollow							45	
Conflicting Peds, #hr       0       0       0       0       0         Sign Control       Stop Stop Free       Free       Free       Free         RT Channelized       - None       - None       - None         Storage Length       0       -       - 0       0       -         Grade, %       0       -       - 0       0       -         Peak Hour Factor       97       97       97       97       97         Heavy Vehicles, %       2       2       2       4       4       2         Mvmt Flow       22       134       39       463       300       46         Stage 1       333       323       346       0       -       0         Stage 2       310       -       -       -       -       -         Critical Hdwy 5tg 5       5.83       -       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -       -         Stage 1       733       -       -       -       -       -         Pot Cap-1 Maneuver       414       -       -       -       -       -         Stage 1								
Sign Control       Stop       Stop       Free       Free       Free       Free         RT Channelized       None       None       None         Storage Length       0       -       75       -       -         Veh in Median Storage, #       0       -       0       0       -         Grade, %       0       -       -       0       0       -         Peak Hour Factor       97       97       97       97       97         Heavy Vehicles, %       2       2       2       4       4         Conflicting Flow All       633       323       346       0       -         Stage 1       323       -       -       -       -         Stage 2       310       -       -       -       -         Critical Hdwy       563       -       -       -       -         Follow-up Hdwy       3.519       3.319       -       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -         Stage 1       733       -       -       -       -         Stage 2       718       -       -       -								
RT Channelized       -       None       -       None         Storage Length       0       -       75       -       -         Veh in Median Storage, #       0       -       0       0       -         Grade, %       0       -       0       0       -         Peak Hour Factor       97       97       97       97       97         Heavy Vehicles, %       2       2       2       4       4       2         Mvmt Flow       22       134       39       463       300       46         Conflicting Flow All       633       623       4.13       -       -         Stage 1       310       -       -       -       -         Stage 2       310       -       -       -       -         Critical Hdwy Stg 2       5.43       -       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Stage 2       718       -       -       -       -       -         Stage 1       710       -       -       -       -       -         Stage 2       718		Stop	Stop	Free	Free	Free	Free	
Veh in Media: Storage, #       0       -       -       0       0       -         Grade, %       0       -       -       0       0       -         Peak Hour Factor       97       97       97       97       97         Heavy Vehicles, %       2       2       2       4       4       2         Mvmt Flow       22       134       39       463       300       46         Stage 1       323       -       -       -         Stage 1       323       -       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -       -         Stage 1       733       -       -       -       -         Stage 1       713       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211<	RT Channelized				None	-	None	
Grade, %     0     -     -     0     0     -       Peak Hour Factor     97     97     97     97     97       Heavy Vehicles, %     2     2     2     4     4       Mumt Flow     22     134     39     463     300     46       Mumt Flow     22     134     39     463     300     46       Conflicting Flow All     633     323     346     0     -     0       Stage 1     323     -     -     -     -       Stage 2     310     -     -     -     -       Critical Howy     6.63     6.23     4.13     -     -       Critical Howy Stg 1     5.43     -     -     -       Critical Howy Stg 2     5.83     -     -     -       Follow-up Howy     3.519     3.319     2.219     -     -       Stage 1     713     -     -     -     -       Stage 2     718     -     -     -     -       Mov Cap-1 Maneuver     414     717     1211     -     -       Stage 1     710     -     -     -     -       Stage 2     718     -     -     <	Storage Length	0	-	75	-	-	-	
Peak Hour Factor         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97         97		ı,#∷O	·	-	0	0	-	
Heavy Vehicles, % 2 2 2 4 4 4 2 Mvmt Flow 22 134 39 463 300 46 Stage 1 323 Stage 2 310 Critical Hdwy 81g 1 5.43 Critical Hdwy 81g 1 5.43 Follow-up Hdwy 3.519 3.319 2.219 Follow-up Hdwy 3.519 3.319 2.219 Stage 2 718 Stage 2 718 Stage 2 718 Stage 2 718 Stage 2 718 Stage 2 718 Mov Cap-1 Maneuver 414 717 1211 Stage 2 718 Stage 2 718 Mov Cap-2 Maneuver 414 Stage 2 718 Stage 2 718 Stage 2 718 Stage 2 718 Stage 2 718 Mov Cap-2 Maneuver 414 Stage 1 710 Stage 2 718 Stage 2 718 Mov Cap-2 Maneuver 414 Stage 2 718 Stage 2 718 S		-	-	-				
Mvm Flow         22         134         39         463         300         46           Mum Flow All         633         323         346         0         -         0           Stage 1         323         346         0         -         0           Stage 2         310         -         -         -         -           Critical Hdwy         663         6.23         4.13         -         -         -           Critical Hdwy Stg 1         5.43         -         -         -         -         -           Critical Hdwy Stg 2         5.83         -         -         -         -         -           Poll Cap-1 Maneuver         428         717         1211         -         -         -           Stage 1         733         -         -         -         -         -         -           Stage 1         710         -         -         -         -         -         -           Stage 1         710         -         -         -         -         -         -           Stage 2         718         0.6         0         -         -         -         -	, .							
Mail								
Conflicting Flow All       633       323       346       0       -       0         Stage 1       323       -       -       -       -       -         Stage 2       310       -       -       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -       -         Stage 1       733       -       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -       -         Mov Cap-2 Maneuver       414       -       -       -       -       -         Stage 1       710       -       -       -       -       -         HCM Control Delay, 5 <td< td=""><td>Mvmt Flow</td><td>22</td><td>134</td><td>39</td><td>463</td><td>300</td><td>46</td><td></td></td<>	Mvmt Flow	22	134	39	463	300	46	
Conflicting Flow All       633       323       346       0       -       0         Stage 1       323       -       -       -       -       -         Stage 2       310       -       -       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -       -         Stage 1       733       -       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -       -         Mov Cap-2 Maneuver       414       -       -       -       -       -         Stage 1       710       -       -       -       -       -         HCM Control Delay, 5 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>								
Stage 1       323       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -	MalonAnnorsatisette			dajori -				
Stage 2       310       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -	Conflicting Flow All	633	323	346	0	-	0	
Critical Hdwy       6.63       6.23       4.13       -       -       -         Critical Hdwy Stg 1       5.43       -       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -       -         Stage 1       733       -       -       -       -       -         Platoon blocked, %       -       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -       -         Stage 1       710       -       -       -       -       -         Stage 2       718       -       -       -       -       -         Stage 2       718       -       -       -       -       -       -         Nor Cap-2 Maneuver       414       -       -       -       -       -       -         McM Control Delay, s       12.3       0.6       0       0       -       -       -       -			+	+	-	-	*	
Critical Hdwy Stg 1       5.43       -       -       -         Critical Hdwy Stg 2       5.83       -       -       -         Follow-up Hdwy       3.519       3.319       2.219       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -         Stage 1       733       -       -       -       -         Platoon blocked, %       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -         Platoon blocked, %       -       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -       -         Mov Cap-2 Maneuver       414       717       1211       -       -       -         Stage 1       710       -       -       -       -       -         Stage 2       718       -       -       -       -       -         HCM Control Delay, s       12.3       0.6       0       0       -         Capacity (veh/h)       1211       -       651       -       -         HCM Lane V/C Ratio       0.032			-	-	-	-	-	
Critical Hdwy Stg 2       5.83       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       - <td></td> <td></td> <td>6.23</td> <td>4.13</td> <td>-</td> <td>-</td> <td>-</td> <td></td>			6.23	4.13	-	-	-	
Follow-up Hdwy       3.519       3.319       2.219       -       -         Pot Cap-1 Maneuver       428       717       1211       -       -         Stage 1       733       -       -       -       -         Stage 2       718       -       -       -       -         Platoon blocked, %       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -         Mov Cap-2 Maneuver       414       717       1211       -       -         Stage 1       710       -       -       -       -         Stage 2       718       -       -       -       -         Stage 1       710       -       -       -       -         Stage 2       718       -       -       -       -         HCM Control Delay, s       12.3       0.6       0       -         HCM LOS       B       -       -       -       -         HCM Lane V/C Ratio       0.032       -       0.239       -       -			-	-	-	-	-	
Pot Cap-1 Maneuver Stage 1       428       717       1211       -       -       -         Stage 1       733       -       -       -       -       -       -         Stage 2       718       -       -       -       -       -       -         Platoon blocked, %       -       -       -       -       -       -       -         Mov Cap-1 Maneuver Mov Cap-2 Maneuver Stage 1       414       717       1211       -       -       -         Stage 1       710       -       -       -       -       -       -       -         Stage 2       718       -       -       -       -       -       -       -         Mov Cap-2 Maneuver Stage 2       718       -       -       -       -       -       -         Stage 2       718       -       -       -       -       -       -       -         HCM Control Delay, s HCM LOS       12.3       0.6       0       -       -       -       -         Move Cap-1 (vev/n)       1211       -       651       -       -       -         HCM Lane V/C Ratio       0.032       -       0.239			-	-	-	-	•	
Stage 1       733       -       -       -       -         Stage 2       718       -       -       -         Platoon blocked, %       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Stage 1       710       -       -       -       -         Stage 2       718       -       -       -       -         HCM Control Delay, s       12.3       0.6       0       -         HCM LOS       B       -       -       -       -         Monatematica Additional Addi					-	-	-	
Stage 2       718       -       -       -       -         Platoon blocked, %       -       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Stage 1       710       -       -       -       -         Stage 2       718       -       -       -       -         Mov Control Delay, s       12.3       0.6       0       -         Mono Lanconstant       -       -       -       -       -         Mono Lanconstant       -       -       -       -       -         HCM Los       B       -       -       -       -       -         Mono Lanconstant       -       -       -       -       -       -         HCM Los       1211       -       651       -       -       -         HCM Lane V/C Ratio       0.032       -       0.239       -       -			. /1/	1211	-	-	-	
Platoon blocked, %       -       -       -         Mov Cap-1 Maneuver       414       717       1211       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Mov Cap-2 Maneuver       414       -       -       -       -         Stage 1       710       -       -       -       -         Stage 2       718       -       -       -       -         HCM Control Delay, s       12.3       0.6       0       -         HCM LOS       B       -       -       -         Mnoulasion Montestan Manueur       -       -       -       -         HCM LOS       B       -       -       -       -         HCM Lane V/C Ratio       0.032       -       0.239       -       -			-	-	-	-	-	
Mov Cap-1 Maneuver         414         717         1211         -         -         -           Mov Cap-2 Maneuver         414         -         -         -         -         -           Stage 1         710         -         -         -         -         -         -           Stage 2         718         -         -         -         -         -         -           Approach         Mat         SB         SB         SB         SB         SB         SB           HCM Control Delay, s         12.3         0.6         0         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -		/18	-	-	-	-	-	
Mov Cap-2 Maneuver       414       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -		A4.A	747	1011	-	-	-	
Stage 1       710       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -       -			114	1211	-	-	-	
Stage 2       718       -       -       -       -         Approach       Approach       Approach       NB       SB       -       -         HCM Control Delay, s       12.3       0.6       0       -       -       -         Mnor upproach       MBT FBuck       SB       -       -       -       -         Mnor upproach       MBT FBuck       SB       -       -       -       -         Mnor upproach       1211       -       651       -       -       -         HCM Lane V/C Ratio       0.032       -       -       -       -			-	-		-	-	
Approach     M2     SB       HCM Control Delay, s     12.3     0.6     0       HCM LOS     B     B     B			_	_	_	-	-	
HCM Control Delay, s         12.3         0.6         0           HCM LOS         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B <t< td=""><td>Bluge 2</td><td>710</td><td></td><td></td><td></td><td></td><td></td><td>·</td></t<>	Bluge 2	710						·
HCM Control Delay, s         12.3         0.6         0           HCM LOS         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B         B <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>								
HCM LOS         B           Minip Jamo/Asson Asimilar         NPT Educet         SEE           Capacity (veh/h)         1211         651         -           HCM Lane V/C Ratio         0.032         -         -	and an antipartition of the first of the second second	40.0		0.0		attillige series		
Minor January and Minor January (veh/h)         1211         651         -           HCM Lane V/C Ratio         0.032         -         -				0.0		U		
Mino:         Leniverside Ministration         MRT         CBL         SET         SET </td <td>HUM LUS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	HUM LUS							
Capacity (veh/h)         1211         -         651         -         -           HCM Lane V/C Ratio         0.032         -         0.239         -         -								· · ·
HCM Lane V/C Ratio 0.032 - 0.239								
				-		-	· •	
				-		-	-	
	HCM Control Delay (s)		8.1	-	12.3	-	-	
HCM Lane LOS A - B				-		-		
HCM 95th %tile Q(veh) 0.1 - 0.9	HUM 95th %tile Q(veh)	ţ.	0.1		0.9	-	÷.,	· · · · · · ·

Year 2022 PM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 11: Spartan Way/Lathrop Rd & SB Offramp

11-13-2019

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Moyernero, service of states and			EBR			WBR	NEL					
Lane Configurations		<b>†</b> †‡>		۲	Ť						<b>.</b>	
Traffic Volume (veh/h)	0	663	200	283	769	0	. 0	0	0	486	8	226
Future Volume (veh/h)	0	663	200	283	769	0	0	0	0	486	8	226
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		0.96
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1900	1900	1781	1870	0				1900	1900	1900
Adj Flow Rate, veh/h	0	729	220	311	845	0				534	9	199
Peak Hour Factor	0.91	0.91	0,91	0.91	0:91	0.91				0.91	0.91	0.91
Percent Heavy Veh, %	0	0	0	8	2	0				0	0	0
Cap, veh/h	: 0	942	281	487	1078	0			1.1	531	9	198
Arrive On Green	0.00	0.24	0.24	0.29	0.58	0.00				0.43	0.43	0.43
Sat Flow, veh/h	0 .	4134	1182	1697	1870	0			111	1244	- 21	464
Grp Volume(v), veh/h	0	635	314	311	845	0				742	0	0
Grp Sat Flow(s), veh/h/ln	. <u>0</u>	1729	1687	1697	1870	Õ				1729	÷Ő	Õ
Q Serve(g_s), s	0.0	15.4	15.7	14.4	31.4	0.0				38.4	0.0	0.0
Cycle Q Clear(g_c), s	0.0	15.4	15.7	14.4	31.4	0.0				38.4	0.0	0.0
Prop In Lane	0.00	1021	0.70	1.00	. •	0.00				0.72	. 0.0	0.27
Lane Grp Cap(c), veh/h	0.00	822	401	487	1078	0.00				738	0	0.27
V/C Ratio(X)	0.00	0.77	0.78	0.64	0.78	0.00				1.01	0.00	0.00
Avail Cap(c_a), veh/h	0.00	822	401	487	1078	0.00			,	738	0.00	0.00
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		,		1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	0.17	0.17	0.00				· 1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	32.0	32.1	28.0	14.7	0.0				25.8	0.00	0.00
Incr Delay (d2), s/veh	0.0	6.9	14.1	0.4	1.0	0.0				34.5	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0			\$	0.0	0.0	0.0
%ile BackOfQ(95%),veh/in	0.0	11.4	12.4	7.3	14.5	0.0				29.5	0.0	0.0
Unsig. Movement Delay, s/veh		11.7	12.7	1.5	14.0	0.0				23.J	0.0	0.0
LnGrp Delay(d),s/veh	0:0	39.0	46.3	28.4	15.8	0.0				60.3	0.0	0.0
LnGrp LOS	A	00.0 D	40.0 D	20.4 C	15.0 B	A U.U				-00.5 F		0.0 A
Approach Vol, veh/h	~	949	D	U	1156	<u>A</u>				F	A 742	<u></u>
Approach Delay, s/veh												
•••		41.4			19.2				· .		60.3	
Approach LOS		D			В						E	
Timer - Association and the location		2	a succession that La called the state	3		6						
Phs Duration (G+Y+Rc), s	30.5	26.0	,	43.0	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	56.5		the state	이 말했다.	2		
Change Period (Y+Rc), s	4.6	* 4.6		4.6		4.6						
Max Green Setting (Gmax), s	17.0	* 21		38.4	• •	42.4			· '			
Max Q Clear Time (g_c+l1), s	16.4	17.7		40.4		33.4						
Green Ext Time (p_c), s	0.0	1.4		0.0		2.4						
HCM 6th Ctrl Delay			37.3	11211						an a		
HCM 6th LOS			57.5 D						10.00			
			U									
Notes:							. 12 T .					

User approved pedestrian interval to be less than phase max green.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Year 2022 PM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 12: NB Offramp & Lathrop Rd

11-13-2019

	۶		$\mathbf{i}$	∢	+	*	1	1	1	1	Ļ	4
Neveracity parts in sparse					i sayan i						i sant	
Lane Configurations	্ শ	<b>*†</b>			<b>ተ</b> ጉ			4				
Traffic Volume (veh/h)	184	965	0	0	774	366	278	7	524		0	0
Future Volume (veh/h)	184	965	0	0	774	366	278	7	524	0	0	C
Initial Q (Qb), veh	0	0	0	0	0	0	0	· 0				
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.98	1.00		0.98			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1856	1885	0	0	1885	1885	1900	1900	1900			
Adj Flow Rate, veh/h	194	1016	0	0	815	385	293	7	420			
Peak Hour Factor	0.95	0.95	0.95	0.83	0.95	0.95	0.95	0.95	0.95	-		
Percent Heavy Veh, %	3	1	0	0	1	1	0	0	0			
Cap, veh/h	202	2488	0	0	1260	592	268	6	385	÷.,		
Arrive On Green	0.11	0.69	0.00	0.00	0.54	0.54	0.40	0.40	0.40			
Sat Flow, veh/h	1767	3676	0	0	2441	1103	678	16	972	e to the		
Grp Volume(v), veh/h	194	1016	0	0	621	579	720	0	0			
Grp Sat Flow(s), veh/h/in	1767	1791	0	0	1791	1658	1667	0	0			
Q Serve(g_s), s	10.1	11.1	0.0	0.0	22.6	22.8	36.4	0.0	0.0			
Cycle Q Clear(g_c), s	10.1	11.1	0.0	0.0	22.6	22.8	36.4	0.0		•		
Prop In Lane	1.00	,	0.00	0.00	~~	0.67	0.41	0.0	0.58			
Lane Grp Cap(c), veh/h	202	2488	0	0	962	890	660	0	:0			
V/C Ratio(X)	0.96	0.41	0.00	0.00	0.65	0.65	1.09	0.00	0.00			
Avail Cap(c_a), veh/h	202	2488	0.00	0.00	962	890	660	0.00	0.00	•.		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	•		
Upstream Filter(I)	0.54	0.54	0,00	0.00	1.00	1.00	1.00	0.00	0.00			
Uniform Delay (d), s/veh	40.6	6.0	0.0	0.0	15.1	15.2	27.8	0.0	0.0			
Incr Delay (d2), s/veh	36.3	0.3	0.0	0.0	3.3	3.7	62.6	0.0	0.0			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(95%),veh/in	9,4	5.8	0.0	0.0	14.3	13.7	35.4	0.0	0.0			
Unsig. Movement Delay, s/vel		0.0	0,0	0.0	14:0	10.7	00.4	0.0	0.0			
LnGrp Delay(d),s/veh	76.8	6.3	0.0	0.0	18.4	18.8	90.4	0.0	0,0			
LnGrp LOS	70.0 E	0.5 A	0.0 A	0.0 A	10.4 B	10.0 B	90.4 F	0.0 A				
	L		<u>A</u>	<u>A</u>			F		Α			
Approach Vol, veh/h		1210			1200			720				
Approach Delay, s/veh		17.6			18.6			90.4				
Approach LOS	n de la companya de l	В			. <b>B</b>	Marked Britelen Ground	-	. F		-		
Timer PASS CONTRACT THE		60.0	and and a	an a	diampside avorthe age	54 C		44.0	unita di Marij	ļ		
Phs Duration (G+Y+Rc), s		69.0			14.5	54.5		41.0	e e en fa			
Change Period (Y+Rc), s		4.6			4.0	4.6		4.6				
Max Green Setting (Gmax), s		44.4			10.5	32.4		36.4				
Max Q Clear Time (g_c+I1), s		13.1			12.1	24.8		38.4	· ,			
Green Ext Time (p_c), s		4.3	enites seems on		0.0	2.9		0.0				
HCM 6th Ctrl Delay			247	r	e i quitan							
	,,		34.7				;		aya wi ayali			
HCM 6th LOS			С									

User approved pedestrian interval to be less than phase max green.

Year 2022 PM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

11	-13-	20	19
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Nover grift State of All State					WBU						- Herri	
Lane Configurations		A	<u></u> †î≽			ሻ	<b>∱</b> ⊅			A	<b>≜</b> †⊳	
Traffic Volume (veh/h)	107	268	788	240	2	111	549	59	9	285	194	14
Future Volume (veh/h)	107	268	788	240	2	111	549	59	9	285	194	14
nitial Q (Qb), veh	. •	0	0	0		0	0	.0		0	0	
Ped-Bike Adj(A_pbT)		1.00		0.99		1.00		0.97		1.00		0.9
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Nork Zone On Approach			No				No				No	
Adj Sat Flow, veh/h/ln		1885	1885	1885		1900	1900	1900		1870	1870	187
Adj Flow Rate, veh/h		276	812	247		114	566	51		294	200	15
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0,97		0.97	0.97	0.9
Percent Heavy Veh, %		1	1	1		0	0	0.0.		2	2	0.0
Cap, veh/h		392	988	300		148	767	69		346	468	33
Arrive On Green		0.22	0.37	0.37		0.08	0.23	0.23		0.19	0.24	0.2
Sat Flow, veh/h		1795	2699	821		1810	3340	300		1781	1967	140
Grp Volume(v), veh/h	tanta ta anta		and the second se		<u> </u>		and the second			all contracts and the second sec		
		276	539	520		114	305	312		294	180	17
Grp Sat Flow(s),veh/h/In		1795	1791	1729		1810	1805	1836		1781	1777	159
Q Serve(g_s), s		10.8	20.7	20.7		4.7	11.9	12.0		12.1	6.5	7.
Cycle Q Clear(g_c), s		10.8	20.7	20.7		4.7	11.9	12.0		12.1	6.5	7.
Prop In Lane		1.00		0.47		1.00		0.16		1.00		0.8
ane Grp Cap(c), veh/h		392	655	632		148	414	421		346	423	38
//C Ratio(X)		0.70	0.82	0.82		0.77	0.74	0.74		0.85	0.42	0.4
Vail Cap(c_a), veh/h		710	921	889		334	547	557		742	808	72
ICM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00		1.00	1.00	1.0
Jpstream Filter(I)		1.00	1.00 ·	1.00		1.00	· 1.00	1.00		1.00	1.00	1.0
Jniform Delay (d), s/veh		27.4	21.8	21.8		34.1	27.1	27.1		29.5	24.5	24.
ncr Delay (d2), s/veh		2.8	4.6	4.8		9.6	4.1	4.1		5.8	0.7	0.
nitial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0		0.0	0.0	0.
/ile BackOfQ(95%), veh/In		8.3	13.7	13.4		4.3	9.1	9.3		9.3	4.9	4.
Insig. Movement Delay, s/veh												
.nGrp Delay(d),s/veh		30.2	26.4	26.6		43.7	31.1	31.2		35.3	25.2	25.
nGrp LOS		С	С	C		D	C	C		D	C	(
pproach Vol, veh/h			1335				731				645	
pproach Delay, s/veh			27.3				33.1				29.9	
pproach LOS			27.0 C				00.1 C				29.9 C	
			<b>.</b>			indirectable Michigan archiveren	C		46.4.0000000000000000000000000000000000		<u> </u>	
				4		6	71					
hs Duration (G+Y+Rc), s	11.3	22.6	10.2	31.7	19.2	14.6	20.6	21.4				
Change Period (Y+Rc), s	4.0	4.5	4.0	4.0	4.5	4.5	4.0	4.0				
lax Green Setting (Gmax), s	16.0	34.5	14.0	39.0	31.6	18.4	30.0	23.0				
lax Q Clear Time (g_c+l1), s	7.6	9.0	6.7	22.7	14.1	7.4	12.8	14.0				
Freen Ext Time (p_c), s	0.2	1.2	0.2	5.0	0.7	0.6	0.8,	2,0				
Inecondification and services of					-	a da ser					i fan	
ICM 6th Ctrl Delay	· ·	·/ "	30.3	-			· · ·	• ,	1.			
ICM 6th LOS			С				••					
- Carlo Constitution and an excitation and an excitation of the second second second second second second second					<b>a se </b>							
oles in the second state												
ser approved pedestrian interv	val to be	less than	) phase m	ax oreen								

Year 2022 PM Peak Hour with Project

# HCM 6th Signalized Intersection Summary 13: Harlan & Lathrop Rd

11	-13	-2019	)
11	-10	-2013	,

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Maxemolecular Science - Se				
Lane Configurations	۲	<b>†</b> ‡		
Traffic Volume (veh/h)	128	156	110	
Future Volume (veh/h)	128	156	110	
Initial Q (Qb), veh	0	0	0	· ·
Ped-Bike Adj(A_pbT)	1.00		0.96	
Parking Bus, Adj	1.00	1.00	1.00	
Work Zone On Approach		No		
Adj Sat Flow, veh/h/in	1841	1870	1870	
Adj Flow Rate, veh/h	132	161	87	
Peak Hour Factor	0.97	0.97	0.97	
Percent Heavy Veh, %	4	2	2	
Cap, veh/h	169	300	152	
Arrive On Green	0.10	0.13	0.13	
Sat Flow, veh/h	1753	2247	1140	
Grp Volume(v), veh/h	132	125	123	
Grp Sat Flow(s), veh/h/ln	1753	1777	1610	
Q Serve(g_s), s	5.6	5.0	5.4	
Cycle Q Clear(g_c), s	5.6	5.0	5.4	
Prop In Lane	1.00		0.71	
Lane Grp Cap(c), veh/h	169	237	215	
V/C Ratio(X)	0.78	0.53	0.57	
Avail Cap(c_a), veh/h	370	431	391	
HCM Platoon Ratio	1.00	1.00	1.00	
Upstream Filter(I)	1.00	1.00	1.00	
Uniform Delay (d), s/veh	33.5	30.6	30.8	
Incr Delay (d2), s/veh	9.0	1.8	2.4	
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	
%ile BackOfQ(95%), veh/in	4.9	3.9	3.9	
Unsig. Movement Delay, s/veh				
LnGrp Delay(d),s/veh	42.5	32.4	33.2	
LnGrp LOS	D	С	C	
Approach Vol, veh/h		380		
Approach Delay, s/veh		36.2		
Approach LOS		D		
. An fair - an	-			

**Maximum Queue Demand Tables** 

### TABLE B1

# MAXIMUM QUEUE DEMAND on the WESTBOUND APPROACH to the I-5 SOUTHBOUND ONRAMP

Intersection: Lathrop Rd/Southbound I-5 Off and On Ramps Approach Lane: Westbound Lathrop Rd Left Turn Lane Intersection Control: Signal

Date: 03/10/2019

Day: Thursday

	Westb	ound Left Turn
7:00-9:00 AM	Storage (in Feet)	Queue (in feet)
07:00 AM -07:15 AM	420'	120
07:15 AM-07:30 AM	420'	140
07:30 AM-07:45 AM	420'	160
07:45 AM-08:00 AM	420'	120
08:00 AM-08:15 AM	420'	160
08:15 AM-08:30 AM	420'	120
08:30 AM-08:45 AM	420'	180
08:45 AM-09:00 AM	420'	240

	Westb	ound Left Turn
3:00-6:00 PM	Storage (in Feet)	Queue (in feet)
03:00 PM -03:15 PM	420'	80
03:15 PM-03:30 PM	420'	260
03:30 PM-03:45 PM	420'	100
03:45 PM-04:00 PM	420'	140
04:00 PM-04:15 PM	420'	160
04:15 PM-04:30 PM	420'	160
04:30 PM-04:45 PM	420'	80
04:45 PM-05:00 PM	420'	120
05:00 PM-05:15 PM	420'	220
05:15 PM-05:30 PM	420'	220
05:30 PM-05:45 PM	420'	240
05:45 PM-06:00 PM	420'	120

= AM Peak Hour
= PM Peak Hour
= Demand exceeds storage

# TABLE B2 MAXIMUM QUEUE DEMAND on the NORTHBOUND OLD HARLAN RD APPROACH to LATHROP RD

# Intersection: Old Harlan Rd/Lathrop Rd Approach Lane: Northbound Old Harlan Rd

### Intersection Control: Stop Sign Date: 03/10/2019

# Day: Thursday

07:15 AM-07:30 AM 07:30 AM-07:45 AM 07:45 AM-08:00 AM 08:00 AM-08:15 AM	Westbound Left Turn				
7:00-9:00 AM	Storage (in Feet)	Queue (in feet)			
07:00 AM -07:15 AM	NA	20			
07:15 AM-07:30 AM		40			
07:30 AM-07:45 AM		20			
07:45 AM-08:00 AM		20			
08:00 AM-08:15 AM		20			
08:15 AM-08:30 AM		20			
08:30 AM-08:45 AM		20			
08:45 AM-09:00 AM		20			

	Westbo	ound Left Turn
3:00-6:00 PM	Storage (in Feet)	Queue (in feet)
03:00 PM -03:15 PM	NA	20
03:15 PM-03:30 PM		20
03:30 PM-03:45 PM		20
03:45 PM-04:00 PM		40
04:00 PM-04:15 PM		60
04:15 PM-04:30 PM		40
04:30 PM-04:45 PM		40
04:45 PM-05:00 PM		40
05:00 PM-05:15 PM		20
05:15 PM-05:30 PM		40
05:30 PM-05:45 PM		40
05:45 PM-06:00 PM		20

= AM Peak Hour
= PM Peak Hour
- Domond overede

= Demand exceeds storage

### TABLE B3

### MAXIMUM QUEUE DEMAND on the NORTHBOUND HARLAN RD APPROACH to LATHROP RD

Intersection: Approach Lanes Intersection Control Date: Day:	L 9 (	Harlan Rd/Lathrop Rd Left, through and combined through/right Signal 03/10/2019 Thursday						
	Nort	hbound Left	Northbo	und Through	Northbound Thru/Right			
7:00-9:00 AM	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)		
07:00 AM -07:15 AM	235	260	NA	60	NA	40		
07:15 AM-07:30 AM		320		320		180		
07:30 AM-07:45 AM		300		80		80		
07:45 AM-08:00 AM		160		60		20		
08:00 AM-08:15 AM		300		60		40		
08:15 AM-08:30 AM		260		40		20		
08:30 AM-08:45 AM		300		40		120		
08:45 AM-09:00 AM		280		60		140		

	Nor	thbound Left	Northbo	ound Through	Northbou	und Thru/Right
3:00-6:00 PM	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)
03:00 PM -03:15 PM	235	300	NA	200	NA	80
03:15 PM-03:30 PM		340		80		180
03:30 PM-03:45 PM		360		180		260
03:45 PM-04:00 PM		320		260		260
04:00 PM-04:15 PM		340		180		100
04:15 PM-04:30 PM		320		180		160
04:30 PM-04:45 PM		320		160		100
04:45 PM-05:00 PM		300		220		200
05:00 PM-05:15 PM		260		140		200
05:15 PM-05:30 PM		300		240		180
05:30 PM-05:45 PM		300		220		180
05:45 PM-06:00 PM		300		100		80

.

= AM Peak Hour

= PM Peak Hour

= Demand exceeds storage

# TABLE B4

# MAXIMUM QUEUE DEMAND on the EASTBOUND LATHROP RD APPROACH to HARLAN RD

Intersection: Approach Lanes: Intersection Control Date: Day:	oach Lanes:Left, through and combined through/rightction ControlSignalDate:03/10/2019Day:Thursday						
	Eastbou	nd Left & U-turns	Eastbound	Through	Eastbound Thru/Right		
7:00-9:00 AM	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	
07:00 AM -07:15 AM	320	220	530	340	200	40	
07:15 AM-07:30 AM	320	320	530	180	200	160	
07:30 AM-07:45 AM	320	260	530	160	200	140	
07:45 AM-08:00 AM	320	220	530	100	200	160	
08:00 AM-08:15 AM	320	180	530	140	200	200	
08:15 AM-08:30 AM	320	120	530	120	200	140	
08:30 AM-08:45 AM	320	220	530	160	200	180	
08:45 AM-09:00 AM	320	180	530	140	200	200	

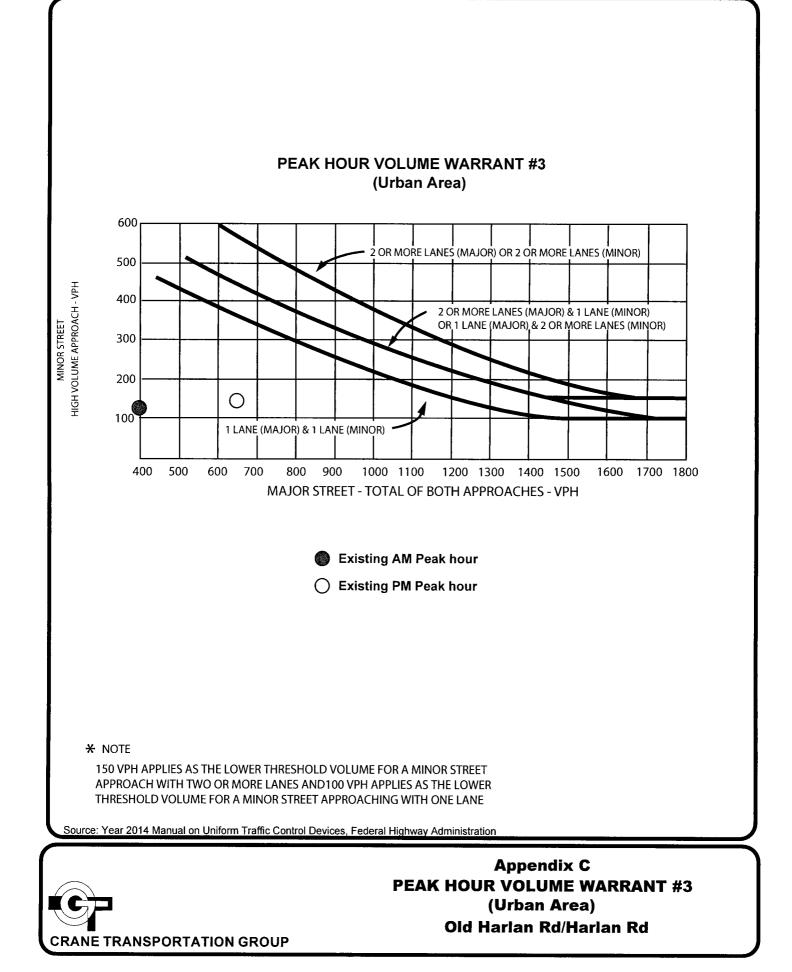
	Eastbound	Left & U-turns	Eastbound	Through	Eastbound Thru/Right		
3:00-6:00 PM	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	Storage (in feet)	Queue (in feet)	
03:00 PM -03:15 PM	00 PM -03:15 PM 320 320		530	360	530	480	
03:15 PM-03:30 PM	320	320	530	160	530	260	
03:30 PM-03:45 PM	320	320	530	180	530	480	
03:45 PM-04:00 PM	320	320	530 360		530	280	
04:00 PM-04:15 PM	320	320	530	240	530	260	
04:15 PM-04:30 PM	320	340	530	260	530	160	
04:30 PM-04:45 PM	320	360	530	360	530	300	
04:45 PM-05:00 PM	320	260	530	480	530	400	
05:00 PM-05:15 PM	320	320	530	280	530	260	
05:15 PM-05:30 PM	320	340	530 420		530	280	
05:30 PM-05:45 PM	320	360	530	380	530	320	
05:45 PM-06:00 PM	320	220	530	480	530	480	

= AM Peak Hour = PM Peak Hour

= Demand exceeds storage

# Appendix C

# **Intersection Signal Warrant Sheet**



**Appendix D** 

# **Dutch Brothers**

# **Trip Rates**

# **Appendix D**

# **Trip Rates**

# Dutch Brothers Survey Locations near Lathrop versus Institute of Transportation Engineers Trip Generation Manual

Survey		AM PEAK HOUR TRIPS				PM PEAK HOUR TRIPS			
	Size of	IN		01		IN		OUT	
Locations	Facility (Square Ft)	Trips	Rate/ 1000 Sq Ft	Trips	Rate/ 1000 Sq Ft	Trips	Rate/ 1000 Sq Ft	Trips	Rate/ 1000 Sq Ft
Stockton	810	63	77.8	57	70.4	31	38.3	39	48.2
Lodi	1500	48	32	51	34	29	19.3	36	24.0
Oakley	295	38	128.8	32	108.5	49	166.1	43	145.8
Average of 3 Survey Locations			79.5		71.0		74.6		72.7
ITE RATE (1) Coffee/Donut Shop + Drive through window <i>with</i> indoor seating	N/A	N/A	45.4	N/A	43.6	N/A	21.7	N/A	21.7
ITE RATE (1) Coffee/Donut Shop + Drive through window <i>without</i> indoor seating	N/A	N/A	168.5	N/A	168.5	N/A	41.7	N/A	41.7

Trip Rates: Dutch Brothers Surveys - Crane Transportation Group

I.T.E. - Trip Generation Manual 10th Edition by the Institute of Transportation Engineers, 2017

Compiled by: Crane Transportation Group

**Appendix E** 

# Dutch Brothers Drive Through Lane Queue Count Summaries (Stockton, Lodi & Oakley)

Appendix E

Table E1Dutch Brothers Queue ComparisonLodi, Oakley and Stockton AM and PM Peak PeriodsThursday Oct 3, 2019

	Lodi, CA	Oakley, CA	Stock	Stockton, CA	ğ	Lodi, CA
			1- N/O Side	2-S/O Side		
Time:	Max Queue	Max Queue	Max Queue	Max Queue	Time:	Max Queue
7:05 AM	2	3	0	ε	3:05 PM	2
7:10 AM	3	4	-1	2	3:10 PM	2
7:15 AM	2	6	1	m	3:15 PM	1
7:20 AM	1	6	-1	2	3:20 PM	2
7:25 AM	1	6	0	1	3:25 PM	m
7:30 AM	3	8	1	æ	3:30 PM	2
7:35 AM	2	8	0	4	3:35 PM	3
7:40 AM	2	9	1	4	3:40 PM	5
7:45 AM	1	7	ъ	∞	3:45 PM	4
7:50 AM	2	11	ъ	∞	3:50 PM	4
7:55 AM	2	6	4	6	3:55 PM	2
8:00 AM	1	œ	m	9	4:00 PM	2
8:05 AM	1	11	m	6	4:05 PM	£
8:10 AM	1	6	9	7	4:10 PM	1
8:15 AM	н	6	4	∞	4:15 PM	2
8:20 AM	0	5	m	6	4:20 PM	1
8:25 AM	0	11	m	6	4:25 PM	ε
8:30 AM	2	13	2	7	4:30 PM	2
8:35 AM	2	6	0	9	4:35 PM	2
8:40 AM	τı	6	2	8	4:40 PM	m
8:45 AM	1	11	2	8	4:45 PM	7
8:50 AM	2	6	3	8	4:50 PM	2
8:55 AM	ß	10	5	7	4:55 PM	2
9:00 AM	1	8	4	6	M4 00:5	9
I					5:05 PM	m
Control (Control	Courses Crans Transmission					

Group
ransportation
Crane T
Source:

4	e								1		[														[							Γ					Γ
n, CA <b>2- S/O Side</b>	Max Queue	2	æ	m	2	2	m	m	2	2	9	4	₽	9	m	0	0	0	m	2	3	2	2	2	0	1	1	2	H	0		0	m	Ţ	1	2	
2-Stockton, CA	Max Queue	2	0	0	¢	1	7	m		0	0	2	°	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	m	0	0	0	0	0	0	0
Uakley, CA	Max Queue	9	6	7	8	7	8	8	9	7	7	10	6	8	9	4	4	4	4	3	5	5	5	3	4	2	4	5	7	8	6	7	9	5	7	7	4
Lodi, CA	Max Queue	2	2	1	2	3	2	3	S	4	4	2	2	3	1	2	1	б	2	2	Э	2	2	2	6	ß	2	ŝ	2	3	2	2	1	2	2	0	С
FOC	Time:	3:05 PM	3:10 PM	3:15 PM	3:20 PM	3:25 PM	3:30 PM	3:35 PM	3:40 PM	3:45 PM	3:50 PM	3:55 PM	4:00 PM	4:05 P.M	4:10 PM	4:15 PM	4:20 PM	4:25 PM	4:30 PM	4:35 PM	4:40 PM	4:45 PM	4:50 PM	4:55 PM	5:00 PM	5:05 PM	5:10 PM	5:15 PM	5:20 PM	5:25 PM	5:30 PM	5:35 PM	5:40 PM	5:45 PM	5:50 PM	5:55 PM	6-00 PM

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	AUTHORIZE TEMPORARY ROAD CLOSURE ON LOUISE AVENUE AT HARLAN ROAD
RECOMMENDATION:	Adopt Resolution Authorizing Temporary Road Closure for the Louise Avenue and Harlan Road Intersection for Construction Work Associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01

# SUMMARY:

In August of 2020, Council authorized a construction contract with DSS Company dba Knife River Construction (Knife River) to build the Louise Avenue Pavement Rehabilitation Project (CIP PS 18-01). A temporary road closure at the Louise Avenue and Harlan Road intersection is needed to maintain public safety, contractor safety, and will allow for the work to be completed efficiently with minimal traffic interruptions. The proposed intersection closure is for two nights (10:00 pm – 5:00 am) between December 16th and December 25th with the exact date being weather dependent.

Detour plans have been prepared and reviewed by Public Works, Police, and Fire. Residents, businesses, schools, California Highway Patrol (CHP), San Joaquin County Regional Transit District (SCJRTD), City of Manteca, and Caltrans will be notified in advance by mail. Information will also be included on the City's website prior to the closure.

Staff requests Council authorize a temporary road closure for the Louise Avenue and Harlan Road intersection for construction work associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01.

# FISCAL IMPACT:

The road closure and detour will be implemented by Knife River as part of their current contract and there is no additional fiscal impact.

# ATTACHMENTS:

- A. Resolution Authorizing Temporary Road Closure for the Louise Avenue and Harlan Road Intersection for Construction Work Associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01
- B. Traffic Detour Diagram Louise Avenue and Harlan Road Intersection Closure

CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING AUTHORIZE TEMPORARY ROAD CLOSURE ON LOUISE AVENUE AT HARLAN ROAD

**APPROVALS:** 

Ken Reed Senior Construction Manager

Michael King Public Works Director

FOR 6,3,

Cari James Finance & Administrative Services Director

Salvador Navarrete City Attorney

Stephena. Salvatore City Manager

12-7-2020 Date

12-7-2020 Date

12/7/2020 Date

12-7-2020

Date

12.8.2020

Date

### **RESOLUTION NO. 20-**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING TEMPORARY ROAD CLOSURE FOR THE LOUISE AVENUE AND HARLAN ROAD INTERSECTION FOR CONSTRUCTION WORK ASSOCIATED WITH LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

**WHEREAS**, in August of 2020, Council authorized a construction contract with DSS Company dba Knife River Construction (Knife River) to build the Louise Avenue Pavement Rehabilitation Project (CIP PS 18-01); and

**WHEREAS**, a temporary road closure at the Louise Avenue and Harlan Road intersection is needed to maintain public safety, contractor safety and will allow for the work to be completed efficiently; and

**WHEREAS**, the proposed intersection closure is for two nights (10:00 pm - 5:00 am) between December 16th and December 25th, with the exact date being weather dependent; and

**WHEREAS**, detour plans have been prepared and reviewed by Public Works, Police, and Fire; and

**WHEREAS**, in advance, staff and Knife River will notify residents, businesses, schools, California Highway Patrol (CHP), San Joaquin County Regional Transit District (RTD), City of Manteca, and Caltrans by mail. Information relating to the road closure will also be included on the City's website prior to the closure; and

**WHEREAS**, the road closure and detour will be implemented by Knife River as part of their current contract and there is no additional fiscal impact; and

**WHEREAS**, Staff requests Council authorize a temporary road closure for the Louise Avenue and Harlan Road intersection for construction work associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby authorize a temporary road closure for the Louise Avenue and Harlan Road intersection for construction work associated with Louise Avenue Pavement Rehabilitation CIP PS 18-01.

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney



DETOUR ROUTE

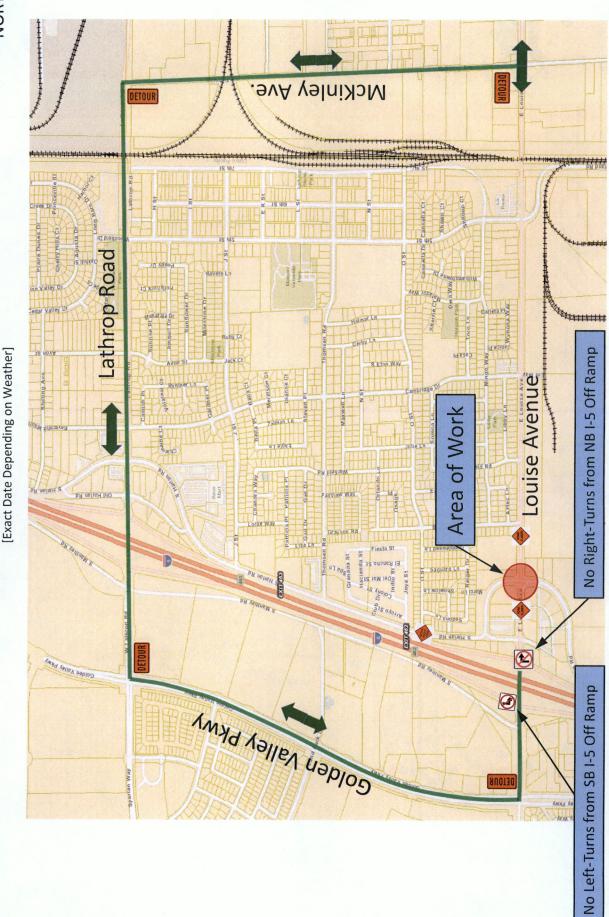
# **TEMPORARY ROAD CLOSURE**

Louise Ave & Harlan Rd

Two Nights (10:00pm – 5:00am) between December 16th and December 25th







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# CITY MANAGER'S REPORT DECEMEBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE BUZZ OATES DEVELOPMENT LOCATED AT 17100 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2018-10
<b>RECOMMENDATION</b> :	Adopt Resolution Accepting Public Improvements for the Buzz Oates Development located at 17100 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2018-10

# SUMMARY:

Buzz Oates Construction, Inc., the developer for 17100 Murphy Parkway, has completed the construction of the public improvements. The approximate value of the improvements being accepted is \$434,245.21, as shown in the project GASB34 Report. These improvements have been inspected by the City Engineer and have been deemed complete. Staff recommends City Council accept the public improvements in accordance with City specifications. The costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget.

The developer has provided a one-year warranty bond based on 10% of the construction costs and a lien release for the improvements being accepted.

# **BACKGROUND:**

17100 Murphy Parkway was originally part of the former Pilkington Property. A Lot Line Adjustment request was approved by the City (LLA-07-147) in 2008, which adjusted several property lines and resulted in the creation of the 48-acre project site. The majority of the 48-acre site was being used as land application for treated wastewater effluent from the Pilkington wastewater treatment facility prior to approval of the Buzz Oates project.

On June 14, 2017, the City of Lathrop Planning Commission approved the Site Plan Review No. SPR-16-139. This allowed the construction of an 870,240 square foot warehouse and distribution building on the 48-acre site. The Conditions of Approval associated with SPR-16-139 required the installation of frontage improvements along Murphy Parkway and connection to existing sewer in D'Arcy Parkway. The improvements included but were not limited to curb, gutter, sidewalk, landscape, street light, water and sewer lines, fire hydrant, etc.

Construction of the frontage improvements are complete and the approximate value of the improvements being accepted is \$434,245.21 as shown in the project GASB 34 Report, included as Attachment C.

# CITY MANAGER'S REPORT

# DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE BUZZ OATES DEVELOPMENT LOCATED AT 17100 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2018-10

The public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget.

Buzz Oates provided a performance bond (Bond No. 12163269) to the City upon issuance of Encroachment Permit (EP) 2018-10 in the amount shown in Table 1 that guaranteed the construction of the offsite improvements. The performance bond will be released and replaced with a warranty bond upon acceptance of the improvements.

	Table 1		
Description	Performance Bond Number & Amount	Warranty Number Amount	Bond &
Encroachment Permit 2018-10	12163269 \$339,400.00	12163269 \$33,940.00	

# **REASON FOR RECOMMENDATION:**

The City Engineer has inspected the offsite improvements for the Buzz Oates project located at 17100 Murphy Parkway and confirmed that the improvements have been completed in accordance with City specifications. Buzz Oates has submitted a master lien release, confirming all contractors have been paid in full, and a one-year warranty bond for the improvements being accepted. Staff recommends Council accept the improvements to allow the City to provide maintenance.

# FISCAL IMPACT:

The approximate value of the improvements being accepted is \$434,245.21 as shown in the project GASB34 Report and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget. The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

# ATTACHMENTS:

- A. Resolution Accepting Public Improvements for the Buzz Oates Development Located at 17100 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2018-10
- B. Location Exhibit 17100 Murphy Parkway Offsite Improvements
- C. GASB 34 Report 17100 Murphy Parkway Offsite Improvements

**APPROVALS:** 

Bellal Nabizadah Junior Engineer

Brad **X**avlor Associate Engineer

Milshardt

Glenn Gebhardt **City Engineer** 

Michael King Public Works Director

Cari James Finance & Administrative Services Director

Salvador Navarrete City Attorney

Stephen J. Salvatore **City Manager** 

11/23/2020

<u>11/23/2020</u> Date <u>12/1/2020</u>

11-24-2020 Date

6202/2/2020

Date

1/-30-2020 Date

12.7.2020 Date

#### **RESOLUTION NO. 20-**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR THE BUZZ OATES DEVELOPMENT LOCATED AT 17100 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2018-10

**WHEREAS**, 17100 Murphy Parkway was originally part of the former Pilkington Property. A Lot Line Adjustment request was approved by the City (LLA-07-147) in 2008. The majority of the 48-acre site was being used as land application for treated wastewater effluent from the Pilkington wastewater treatment facility; and

**WHEREAS**, on June 14, 2017, City of Lathrop Planning Commission approved the Site Plan Review No. SPR-16-139. This allowed the construction of an 870,240 square foot warehouse and distribution building on the 48-acre site; and

**WHEREAS**, the Conditions of Approval associated with SPR-16-139 required the installation of frontage improvements along Murphy Parkway. The improvements included but were not limited to curb, gutter, sidewalk, landscape, street light, fire hydrant, etc.; and

WHEREAS, construction of the frontage improvements is complete and the approximate value of the improvements being accepted is \$434,245.21 as shown in the project GASB 34 Report, included as Attachment "C" to the City Managers Report; and

**WHEREAS**, the public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Public Works operating budget; and

**WHEREAS**, Buzz Oats Construction Inc. has provided Warranty Bonds to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance; and

**WHEREAS**, Buzz Oates provided a performance bond (Bond No. 12163269) to the City upon issuance of Encroachment Permit 2018-10 in the amount shown in Table 1 that guaranteed the construction of the offsite improvements. The performance bond will be released and replaced with a warranty bond upon acceptance of the improvements; and

Description	Performance Bond Number & Amount	Warranty Bond Number & Amount
Encroachment Permit	12163269	12163569
2018-10	\$339,400.00	\$33,940.00

Table 1

**WHEREAS**, the City Engineer has inspected the offsite improvements for the Buzz Oates project located at 17100 Murphy Parkway and confirmed that the improvements have been completed in accordance with City specifications; and

**WHEREAS**, Buzz Oates has submitted a master lien release, confirming all contractors have been paid in full, and a one-year warranty bond for the improvements being accepted. Staff recommends Council accept the improvements to allow the City to provide maintenance.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the public improvements for the Buzz Oates development located at 17100 Murphy Parkway and authorize the release of bonds associated with Encroachment Permit No. 2018-10.

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

# **APPROVED AS TO FORM:**

m

Salvador Navarrete City Attorney

Teresa Vargas City Clerk

ATTACHMENT B Suzie Q Ln 4 Toro Ln 5 Mingo Way E. LOUISE AVE E Louise Av CBC Steel Buildings E Loui Louise Pilkington North America 💿 Target 🙆 Cobble Creek Way HARLANRD PROJECT Super Store Industries (1) LOCATION S. HOWLAND RD MCKINLEY AVE anas 💌 Swift Transportation (®) In-N-Out Corpora D'ARCY PKWY Office hg Gardner Trucki CHRISTOPHER WAY MANTHEY RD Lathrop/Manteca 5 VIERRA RD YOSEMITE AVE YOSEMITE AVE FHIMLER RO The Home Depot Impo Distribution Center YOSEMITE AVE MCKINLEY AVE **GUTHMILLER RD** Dre 120 120 Levanto Way Chiavari Way Rapallo Way 120 onzan Rd BUZZ OATS Project No. 11125287 Ν MURPHY PARKWAY OFF-SITE IMPROVEMENTS Report No. LATHROP, CALIFORNIA Date 11/06/2020 SCALE: NTS **FIGURE 1** LOCATION MAP

Filename: N:\US\Cameron Park\Projects\111\11125287\06-CAD\Figures\Location Map.dwg Plot Date: 6 November 2020 - 11:22 AM

#### CITY OF LATHROP Project Acceptance

#### (GASB 34 REPORT)

Date: 11-10-2020

#### Submitted by: Buzz Oates Construction

17100 Murphy Parkway - Offsite Improvements -

Lathrop, CA

# Based on Improvement and Grading Plans prepared by GHD, Inc. dated 03-09-2018

ltem	Unit	Quantity	ι	Jnit Cost	 Cost
Traffic Contol for all Off-Site Work	LS	1	\$	,.	\$ 24,000 00
Sawcut for Sewer Install	LF	2520	\$	2.25	\$ 5,670.00
Grind AC from Murphy Parkway	SF	18095	\$	0 52	\$ 9,409.40
Rough Grade/Road Ex	CY	400	\$	12.00	\$ 4,800.00
Subgrade & Fine Grade Gurb & Gutters & DW	LF	268	\$	4 00	\$ 1,072.00
Subgrade & Fine Grade AC Areas	SF	5714	\$	0.25	\$ 1,428.50
6" AB under Curb & Gutter & DW	SF	1109	\$	1.25	\$ 1,386.25
15" AB under Pavement	SF	5714	\$	1.90	\$ 10,856 60
Vertical Curb & Gutter City Det R-7	LF	268	\$	19.00	\$ 5,092.00
Comm. Driveway w/2 Curb Ramps	EA	1	\$	10,750.00	\$ 10,750.00
7.5" AC Pavement	SF	5714	\$	4 30	\$ 24,570.20
Connect to Existing SSMH - Offsite	EA	1	\$	25,000.00	\$ 25,000 00
10" Sewer PVC SDR 26 in Ex Street	LF	920	\$	115.00	\$ 105,800.00
Sanitary Sewer Manhole	EA	3	\$	7,000.00	\$ 21,000 00
Sewer AC Repair - 8ft Wide Per Plan & Det R28B	LF	840	\$	75.00	\$ 63.000.00
Concrete Repairs - Offsite Sewer	LS	1	\$	17,000 00	\$ 17,000.00
Connect to Existing SDMH	EA	1	\$	15,000.00	\$ 15,000 00
48" Storm RCP	LF	65	\$	190.00	\$ 12,350 00
24" Storm RCP	LF	72	\$	65.00	\$ 4,680.00
Storm Drain Saddle Manhole	EA	1	\$	6,900 00	\$ 6,900 00
Connect to Existing Water - Offsite	EA	1	\$	5,000.00	\$ 5,000.00
10" Fire Water PVC	LF	239	\$	50 00	\$ 11,950.00
10" Gate Valve	EA	4	\$	2,350 00	\$ 9,400.00
				Subtotal [.]	\$ 396,114.95
Change Orders					20.057.00
Gas Abandonment	LS	1	\$	20,857.00	20,857.00
D'Arcy sewer tie-in : premium time	LS	1	\$	4,432.00	4,432 00
Murphy storm drain weekend tie in	LS	1	\$	3,554 00	\$ 3,554.00
Off-site Curb and Gutter	LF	522	\$	14.00	\$ 7,305 26
Gas Abandonment Landscaping	LS	1	\$	1,982.00	 1,982.00
			G	rand Total:	\$ 434,245.21

## CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	APPROVE TASK ORDER NO. 19 WITH 4LEAF, INC., FOR PROFESSIONAL CONSULTING SERVICES IN THE BUILDING DIVISION
<b>RECOMMENDATION:</b>	Adopt Resolution Approving Task Order No. 19 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Professional Consulting Services in the Building Division

#### SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division. On May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. A series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, and plan checking.

Due to the increase in building activity, continued professional services in the Building Division are needed to process building permits, collect fees and perform in-house plan checks. These services allow the City to quickly process complex structural plan checks for major commercial, industrial and residential projects.

Tonight, staff is requesting City Council approval of Task Order No. 19 with 4Leaf, Inc., to provide continued professional consultant services for an amount not to exceed \$156,000. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

#### **BACKGROUND:**

The City anticipates the need for additional professional services in the Building Division for a specialized Building Inspector to handle complex jobs to keep pace with ongoing development. When building activity exceeds staff resources, we use the services of outside consultants, including 4Leaf, Inc. to provide professional building services. Due to the increased building activity, there continues to be a need for continued professional services.

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

# CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, CITY COUNCIL REGULAR MEETING APPROVE TASK ORDER NO. 19 WITH 4LEAF, INC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES

Task Order No.	Date Approved	Work Scope Description
1	09/21/15	Staff Augmentation
2	09/21/15	Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6	06/19/17	Plan Check Services
7	06/19/17	Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Inspection Services
11	10/08/18	Plan Check Services
12	05/13/19	Inspection Services
13	05/13/19	Staff Augmentation Services
14	6/10/2019	Interim Chief Building Official
15	10/14/2019	Professional Services
16	12/9/2019	Staff Augmentation Services
17	10/12/2020	Interim Chief Building Official
18	11/9/2020	Inspection Services

Below is a summary table of previously approved task orders to date:

# **REASON FOR RECOMMENDATION:**

Additional professional services are needed in the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses and developers.

# FISCAL IMPACT:

The cost of the task order is not to exceed \$156,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

# ATTACHMENTS:

- A. Resolution Approving Task Order No. 19 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to provide Professional Consulting Services in the Building Division
- B. Task Order No. 19 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to provide Professional Consulting Services in the Building Division

#### **CITY MANAGER'S REPORT DECEMBER 14, CITY COUNCIL REGULAR MEETING** APPROVE TASK ORDER NO. 19 WITH 4LEAF, INC., TO PROVIDE STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION

#### **APPROVALS:**

Michael King **Public Works Director** 

٤.١,

Cari James Director of Finance & Administrative Services

Salvador Navarrete **City Attorney** 

Stephen J. Salvatore City Manager

12 3 2020 Date

12-3-20

Date

-3-2020

Date

12.7.2020

Date

#### **RESOLUTION NO. 20-**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 19 PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015, WITH 4LEAF, INC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES IN THE BUILDING DIVISION

**WHEREAS**, due to the increased building activity, there continues to be a need for continued professional consulting services; and

**WHEREAS**, 4Leaf has the qualifications necessary to provide additional professional services in the Building Division; and

**WHEREAS**, on September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division and on May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021; and

**WHEREAS**, a series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, and plan checking; and

**WHEREAS**, tonight, staff is requesting City Council approval of Task Order No. 19 with 4Leaf, Inc., to provide continued professional consulting services in the Building Division for an amount not to exceed \$156,000; and

**WHEREAS**, sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve Task Order No. 19 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Professional Consulting Services in the Building Division.

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

**ATTEST:** 

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

# **CITY OF LATHROP**

# TASK ORDER NO. 19

# PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

# TO PROVIDE PROFESSIONAL CONSULTING SERVICES IN THE BUILDING DIVISION

**THIS TASK ORDER NO. 19** dated for convenience this **14th day of December 2020** 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 September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021 pursuant to an Amendment No. 2 to the Master Agreement dated May 13, 2019 ("AGREEMENT") by which the CONSULTANT has agreed to provide Interim Chief Building Official Consultant Services; and

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

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

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

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

# AGREEMENT

# (1) Incorporation Of Master Agreement

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

# (2) <u>Scope of Service</u>

CONSULTANT agrees to perform Professional Consulting 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 accordance with the upmost standards of its profession and to the CITY'S satisfaction.

# (3) <u>Effective Date and Term</u>

The effective date of this **Task Order No. 19 is December 14, 2020**, and it shall terminate no later than **June 30, 2021**.

# (4) <u>Compensation</u>

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit** "**A**" up to a total sum not to exceed **\$156,000** to provide Professional Consulting 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 Master Consulting Agreement Dated September 21, 2015.

# (5) <u>Notice to Proceed</u>

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) <u>Signatures</u>

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. 19 WITH 4LEAF INC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES IN THE BUILDING DIVISION

Approved as to Form:	City of Lathrop City Attorney	
	Sout	12-3-2020
	Salvador Navarrete	Date
Recommended for Approval:	City of Lathrop Public Works Director	
Approved by:	Michael King	Date
Approved by.	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	
	Latinop, CA 93330	
	Stephen J. Salvatore City Manager	Date
CONSULTANT:	4 Leaf Inc. 2126 Rheem Drive, Suite A Pleasanton, CA 94588 Fed ID # 94-3393574 Bus License # 20088	
	Signature	Date
	Kevin J. Duggan, President	
	(Print Name and title)	



# 2020-21 FEE SCHEDULE & BASIS OF CHARGES

# For the City of Lathrop All Rates are Subject to Basis of Charges

Plan Check Services	Fee for 1 st review and two (2) subsequent rechecks	Hourly rate for on-site and/or greater than three (3) reviews off-site (with authorization from Director):
Life Health Safety, Structural, ADA Requirements, and Title 24 Energy Requirement Plan Checks	70% of City fee	\$129/hour structural \$105/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$105/hour non-structural
Structural Only Plan Checks	40% of City fee	\$129/hour structural

# **Additional Building Department Services**

Senior Combination Building Inspector	\$105/hour
Commercial Building Inspector	\$105/hour
Residential Building Inspector	\$95/hour
Training Building Inspector	\$85/hour
Code Enforcement	\$95/hour
Senior Permit Technician	\$75/hour
Permit Technician	\$68/hour
Administrative Support	\$63/hour
On-Site Plan Review Engineer	\$129/hour
On-Site Non-Structural Plans Examiner	\$105/hour
Fire Review	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour
Public Works Inspector	\$155/hour
Interim Chief Building Official	\$135/hour
CASp Inspection	\$155/hour
Off-Site Project Manager	\$165/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate+ 20%



# **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.
- Most fire plan reviews will be done within 10 business days and within 5 business days for rechecks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed 45% of the plan check fee collected by the City, return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- 4LEAF assumes that these rates reflect the 2020-2021 contract period. 3% escalation for 2021/2022 is negotiable per market conditions. See Attachment A for reference to a 3% escalation for 2021/2022 if escalation is enacted.
- 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)

- Overtime (over 8 hours Sat or 1st 8-hour Sun)

- Overtime (over 8 hours Sun or Holidays)
- Overtime will only be billed with prior authorization of designated Authority personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during 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.

1.5 x hourly rate

2 x hourly rate

3 x hourly rate

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT
RECOMMENDATION:	Adopt Resolution Approving Professional Services Agreements with Robertson-Bryan Inc., KPFF Consulting Engineers, and PACE for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment

#### SUMMARY:

The Surface Water Discharge Project Capital Improvement Project (CIP) WW 20-17 was created to obtain a National Pollutant Discharge Elimination System (NPDES) permit to discharge effluent generated by the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River. This project is needed to minimize future sewer rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

The project is currently completing the environmental phase and transiting into the final design so that construction can start in the summer of 2021. Therefore, additional services from Robertson-Bryan Inc. (RBI), KPFF Consulting Engineers (KPFF), and PACE are needed to further advance the project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB).

The table below summarizes the requested Professional Services Agreements (PSAs) with their respective project scope and cost:

Consultant	Scope	Cost
RBI	Amendment 1 – NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 – River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
	\$424,230	
	\$42,423	
	Total	\$466,653

Staff is recommending Council approve the additional PSAs with RBI, KPFF and PACE. Sufficient funds were not included in the adopted Fiscal Year 20/21 budget; therefore, staff is requesting a related budget amendment in the amount of \$424,230 and a 10% contingency in the amount of \$42,423 for a total cost not to exceed \$466,653 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

## CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

#### **BACKGROUND:**

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow (WQCF) and the LCTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the LCTF is currently discharged to land via ponds and sprayfields. LCTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB).

In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc. to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc. to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

On October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project, and approved an initial project budget of \$250,000.

On April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements.

On July 13, 2020, Council approved PSAs with Ascent, RBI, and EKI for a cost of \$407,418 to further advance the project design and permitting efforts with the CVRWQCB.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors. Staff has worked closely with the CVRWQCB and made substantial progress over the past two years.

#### **REASON FOR RECOMMENDATION:**

The ability to dispose of effluent from the LCTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows to increase and land becomes unavailable for the storage and disposal of recycled water.

#### CITY MANAGER'S REPORT PAGE 3 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

Additional services from RBI, KPFF, and PACE are needed to further advance the project design and permitting efforts with the CVRWQCB. **FISCAL IMPACT:** 

The table below summarizes additional Professional Services Agreements (PSAs) and the associated cost needed to further advance the Surface Water Discharge Project:

Consultant	Scope	Cost
RBI	Amendment 1 – NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 – River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
PSA's subtotal		\$424,230
	\$42,423	
Total		\$466,653

Funds approved in the Surface Water Discharge Project CIP WW 20-17 in fiscal year 2020/2021 are insufficient to further advance this project. Therefore, staff is requesting City Council approve a budget amendment transferring \$424,230 and a 10% contingency in the amount of \$42,423 for a total cost not to exceed \$466,653 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010		\$466,653
Increase Transfer In 6090-9900-393-0000	WW 20-17	\$466,653
Increase Appropriation 6090-8000-420-83-00	WW 20-17	\$466,653

# **ATTACHMENTS:**

- A. Resolution Approving Professional Services Agreements with Robertson-Bryan Inc., KPFF Consulting Engineers, Inc., and PACE for CIP WW 20-17 Surface Water Discharge Project and Related Budget Amendment
- B. Amendment No. 1 to Professional Services Agreement with Robertson-Bryan Inc. to Provide Additional NPDES Permitting Support Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17

#### CITY MANAGER'S REPORT PAGE 4 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

- C. Amendment No. 2 to Professional Services Agreement with KPFF to Provide River Discharge Outfall Design and Construction Administration Services for the Lathrop Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20 17
- D. Professional Services Agreement with PACE for Modifications Design Services for the Consolidated Treatment Facility Surface Water Discharge Project – CIP WW 20-17

#### **CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

#### **APPROVALS:**

K

Michael King Public Works Director

Cari James Finance & Administrative Services Director

Salvador Navarrete **City Attorney** 

250

Stephen J. Salvatore City Manager

12-2-2020 Date

2020 Date

12-3-2020

Date

12.7.2020

Date

#### **RESOLUTION NO. 20 -**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH ROBERTSON-BRYAN INC., KPFF CONSULTING ENGINEERS, AND PACE FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND RELATED BUDGET AMENDMENT

**WHEREAS**, the CIP WW 20-17 Surface Water Discharge project was created to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (CLRWQCB) to allow discharge of tertiary treated effluent from the Lathrop Consolidated Treatment Facility (LCTF) to the San Joaquin River; and

**WHEREAS**, the ability to dispose of effluent from the LCTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows to increase and land becomes unavailable for the storage and disposal of recycled water; and

**WHEREAS**, on January 14, 2019 Council approved an agreement with Robertson-Bryan, Inc. (RBI) to prepare reports to support Environmental Review and NPDES Permitting of a CTF Surface Water Discharge for a cost of \$74,939; and

**WHEREAS**, on June 10, 2019 Council approved Task Order No. 2 with Ascent Environmental, Inc. (Ascent) to Prepare the Phase 1 California Environmental Quality Act (CEQA) Documents for the Surface Water Discharge Project for a cost of \$91,287; and

**WHEREAS**, on October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge project and approved an initial project budget of \$250,000; and

**WHEREAS,** on April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements; and

WHEREAS, On July 13, 2020, Council approved PSAs with Ascent, RBI, and EKI for a cost of \$407,418 to further advance the project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB); and

**WHEREAS,** additional services from Robertson-Bryan Inc. (RBI), KPFF and PACE are needed to further advance the project design and permitting efforts with the CVRWQCB; and

**WHEREAS,** the table below summarizes the requested Professional Services Agreements (PSAs); and

Consultant	Scope	Cost
RBI	Amendment 1 – NPDES Permitting Support Services	\$67,460
KPFF	Amendment 2 – River Discharge Outfall Design and Construction Admin Services	\$142,100
PACE	Agreement - CTF Modifications Design Services	\$214,670
PSA's subtotal		\$424,230
	\$42,423	
	Total	\$466,653

**WHEREAS**, sufficient funds were not included in the adopted Fiscal Year 20/21 budget and staff is requesting City Council approve a budget amendment transferring \$466,653 from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17 as follows:

Increase Transfer Out 6030-9900-990-9010	(Wastewater Connection Fee)	\$466,653
Increase Transfer In 6090-9900-393-0000	(Wastewater CIP WW 20-17)	\$466,653
Increase Appropriation 6090-8000-420-83-00	(Wastewater CIP WW 20-17)	\$466,653

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Professional Services Agreements with RBI for a cost of \$67,460, with KPFF for a cost of \$142,100 and with PACE for a cost of \$214,670 in order to further advance project design and permitting efforts with the Central Valley Regional Water Quality Control Board (CVRWQCB) for the CIP WW 20-17 Surface Water Discharge project; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$466,653 to transfer funds from the Wastewater Connection Fee Fund 6030 to CIP WW 20-17.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby approve a 10% contingency in the amount of \$42,423 for a total budget of \$466,653 and authorizes staff to spend the contingency as necessary to achieve goals of the project. The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

**ATTEST:** 

**APPROVED AS TO FORM:** 

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

# AMENDMENT NO. 1

# TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND ROBERTS-BRYAN, INC. DATED JULY 13, 2020

# TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between Robertson-Bryan, Inc. and the City of Lathrop dated July 13, 2020, (hereinafter "AGREEMENT") dated for convenience this **14th day of December 2020**, is by and between **Robertson-Bryan, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

## **RECITALS:**

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

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

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated July 13, 2020; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 1 for additional Engineering Consulting Services in support to the Surface Water Discharge Project – CIP WW 20-17; and

**WHEREAS,** CONSULTANT is willing to render such Engineering Consulting 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) <u>Scope of Service</u>. Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated July 13, 2020. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1 WITH ROBERTSON-BRYAN, INC. FOR CIP WW 20-17

# (2) <u>Compensation</u>. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum not to exceed \$67,460 for the Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

# (3) <u>Effective Date and Term</u>

The effective date of AMENDMENT NO. 1 is **December 14th, 2020**, and it shall terminate no later than **June 30**, **2022**. 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 July 13, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

# (5) <u>Signatures</u>

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 – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 1 WITH ROBERTSON-BRYAN, INC. FOR CIP WW 20-17

Approved as to Form:

City of Lathrop City Attorney

12-3-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop Public Works Director

**Michael King** 

Date

Approved by:

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Stephen J. Salvatore City Manager

Date

Consultant:

Robertson-Bryan, Inc. 9888 Kent St. Elk Grove, CA 95624

Fed ID # _____ Business License # 20647

Signature

Date

(Print Name and Title)



October 16, 2020

## **DELIVERED BY EMAIL**

Mr. Michael King Public Works Director City of Lathrop 390 Town Center Dr Lathrop, CA 95330

## Subject: Proposal to Provide Professional Services in Support of Obtaining a New NPDES Permit for the Consolidated Treatment Facility (CTF) to Allow Surface Water Discharge

Dear Michael:

Robertson-Bryan, Inc. (RBI) has prepared this proposal to provide professional services to the City of Lathrop (City) in support of obtaining a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (Central Valley Water Board) that will authorize effluent discharge from the City's Consolidated Treatment Facility (CTF) to the San Joaquin River. This proposal included the continuation of ongoing services as well as new services need to support the NPDES permitting process. RBI's scope and budget for providing these services are provided below.

# I. BACKGROUND

The City is currently preparing documentation for a surface water discharge of CTF treated effluent into the San Joaquin River. The CTF treats effluent to "disinfected tertiary 2.2" criteria for use as recycled water and land application (i.e., currently no surface water discharge). Disinfected tertiary 2.2 recycled water is wastewater that has been treated to achieve a total coliform concentration of less than 2.2 most probable number (MPN) per 100 mL (MPN/100mL). Because of anticipated growth in the City, land areas for land application will be converted into entitled developments. This will reduce the amount of available land for application of treated effluent and requires the City to develop a surface water discharge project.

RBI has been extensively involved in the document preparation for the surface water discharge project. As part of these efforts, we have collected effluent quality data at the CTF and provided technical advisory services. We recommend continuing to collect temperature data at the CTF until an NPDES permit has been issued. Also, we recommend setting aside funding for RBI technical advisory services so that we may continue to provide these services to address issues that may arise through the NPDES permitting process, require timely resolution, and are not currently funded in another contract.

Phone 916.714.1801 Fax 916.714.1804



In addition, as part of our past effluent quality characterization work, we observed trihalomethane (THM) concentrations in CTF effluent that are approximately double the levels observed in other Central Valley dischargers' effluents that are disinfected using chlorine. RBI has experience with other Central Valley land application dischargers that produce disinfected tertiary recycled water. We recognize that because THM concentrations are not a concern for land application dischargers, these treatment plants, like the CTF, often do not optimize the use of chlorine and contact time to achieve total coliform concentrations of 2.2 MPN/100 mL while also minimizing THM levels in treated effluent.

THM generation results from the interaction of chlorine, used for disinfection, with the organic material and bromide in the effluent. As the combination of chlorine dose and contact time for disinfection increase, effluent THM concentrations also increase. Optimization of the chlorine disinfection process identifies the minimum amount of dose and contact time that is needed to provide adequate disinfection and minimizes THM production.

As the City pursues the surface water discharge and the associated NPDES discharge permit, it will be vital to demonstrate to the Central Valley Water Board that the City has taken appropriate steps to minimize THM production in the treatment process. It is important for the City to demonstrate this to the Central Valley Board in the near future for several reasons. First, the City will need a mixing zone granted in its initial NPDES permit for THMs, and permitting staff may not be willing to provide large enough mixing zones for the current THM levels, based on their knowledge of lower THM levels in other chlorination plant effluents. Second, once an NPDES permit is issued, the City will be held to maximum THM effluent limits. Modification of chlorine dose and contact time to reduce effluent THM levels is best performed prior to being held to specific THM limitations in the effluent. This is because failure to comply with effluent THM limitation is the new NPDES permit could result in fines imposed by the Central Valley Water Board for permit violations. Finally, the City needs to know if they can successfully reduce effluent THM levels if Central Valley Water Board permitting staff request them to do so.

RBI's scope of work and budget for the services identified above are provided below.

# I. SCOPE OF WORK

# TASK 1: CONTINUED CTF TEMPERATURE MONITORING

It is important for RBI to continue collecting CTF effluent temperature data to support NPDES permit renewal. Compliance with permitted temperature limitations that derive from the State Thermal Plan will be a key concern of NPDES permit writers. Consequently, having a robust effluent temperature data set to support our Report of Waste Discharge (ROWD) analyses and any compliance-related concerns that permit writers may have, even after submittal of the ROWD, is important. This will be accomplished by continuing to use Onset[™] data loggers to record hourly effluent temperature at the CTF. RBI staff will travel once per month to the CTF to download data from the Onset loggers using a HOBO waterproof shuttle. RBI will download data from the shuttle into an MS Excel spreadsheet



and review the data for abnormalities (e.g., outliers, air temperature readings). This scope of work is to continue monitoring through October 2021, which is the anticipated NPDES permit adoption date.

# TASK 2: ON-CALL TECHNICAL ADVISORY SERVICES

Funding for this task will enable RBI staff to provide timely services to address issues as they arise and as directed by City staff. Services to be provided under this task may include, but would not be limited to, the following.

- Art O'Brien, Principal Engineer at RBI, to serve as a Technical Advisor to the City for development/refinement of the engineering elements of the CTF surface water discharge project through NPDES permit issuance.
- Additional meetings, conference calls, or calculations requested by Central Valley Water Board NPDES permitting staff and/or management that are not scoped or budgeted in our permitting contract with the City.
- Other technical analyses or data collection to further develop the NPDES permit application, should such requests be made by Central Valley Water Board NPDES permitting staff.
- Review of revised, expanded capacity WDRs.
- Other services as needed and directed by City staff.

# TASK 3: EFFLUENT DISINFECTION AND THM LEVEL EVALUATION

# SUBTASK 3A: SITE VISIT

RBI will visit the CTF and meet with the operators to obtain a better understanding of the chlorine disinfection process, discuss the need for reduction of THM concentrations, and to understand any constraints and challenges with the disinfection process. During the site visit, RBI would like to review disinfection process data, including chlorine doses and contact times. We will request appropriate data for further analysis.

# SUBTASK 3B: REVIEW OF DATA

RBI will review the data collected during the site visit, along with the monthly discharge reports submitted to the Central Valley Board. RBI will summarize the information in tables and charts and meet with the City and operators via a conference call to discuss our initial findings.



## SUBTASK 3C: PREPARE TESTING PLAN

Based on RBI's review of the data and the conference call described in Task 2, RBI will prepare a testing plan that prescribes a process to evaluate the appropriate combination of dose and contact time that will achieve Title 22 disinfection requirements and reduce effluent THM concentrations. The testing plan will prescribe a procedure to facilitate evaluation of various combinations of chlorine dose and contact time. Each scenario testing will involve analysis of Total Coliform and THMs to determine the effectiveness of the test scenario in meeting Title 22 disinfection requirements and reducing THM production.

A draft testing plan will be provided to the City for review in Microsoft Word format, with any appendices provided in PDF format. RBI will revise the testing plan based on the City's review, and will issue a final testing plan in PDF format, complete with any appendices.

## SUBTASK 3D: TESTING PLAN IMPLEMENTATION

RBI will work with the City and operators to develop a schedule for implementation of the Testing Plan, and will coordinate with the City and operators on procurement of any necessary instrumentation, sample collection bottles, and testing supplies. RBI staff will be on-site at the CTF during the first day of implementation of the Testing Plan to ensure the Testing Plan is implemented appropriately, revise the testing procedure where appropriate, and to assist operations staff with any questions regarding the testing procedure. For the remainder of the testing process, RBI staff will be available by phone, unless requested to be on-site to assist operations staff. This task effort by RBI assumes that sampling and testing will be done by the City and/or the CTF.

#### SUBTASK 3E: REVIEW TEST RESULTS

As the testing is underway, RBI will routinely contact operations staff to request ongoing results, and will review and comment accordingly. Additionally, RBI will review all laboratory results associated with the testing. RBI will prepare a summary of the results and discuss any pertinent preliminary findings to the City. Phone call and/or conference calls will be initiated by RBI as needed.

#### SUBTASK 3F: PREPARE TECHNICAL MEMORANDUM

RBI will prepare a draft technical memorandum (TM) summarizing the findings from the testing for City and operator review. The draft TM will be provided in Microsoft Word format, with any appendices provided in PDF format. RBI will meet with the City and operators, either in person or via conference call, to discuss the findings presented in the TM, any revisions from the City, and develop any recommendations to include in the final TM. A final TM will be prepared, incorporating the City's review and outcomes of the meeting, and will be provided to the City in PDF format, complete with any attachments.



#### TASK 4: PROJECT MANAGEMENT

This task provides hours for our Project Manager and Partner, Art O'Brien, P.E., to oversee and direct RBI staff efforts on Task 3, to hold key conversations with City staff when needed, and to review interim work products. Our Managing Partner, Michael Bryan, Ph.D., will continue to provide his technical expertise and oversight on all tasks. In addition, this task provides time for project coordination by phone, email, and fax with other project team members, budget and schedule tracking, and other duties to coordinate/administer the project.

## Additional Assumptions of this Scope of Work

The level of effort for this scope is limited to the hours budgeted. Should additional services be requested, or should analyses of greater scope or depth than identified and budgeted herein be required, RBI will notify the City to discuss the extent of any out-of-scope services needed/requested. Should out-of-scope services be requested by the City, RBI will submit a supplemental scope and fee proposal for those services.

# **II. SCHEDULE**

RBI can begin providing professional services associated with the tasks defined herein upon receipt of a contract or written authorization to proceed.

# **III. CONTRACT AND BILLING ARRANGEMENT**

RBI will complete the scope-of-work on a time-and-materials basis, with an authorized budget for as shown in **Attachment 1**. We will not exceed the authorized budget amount without written authorization. Attachment 1 provides an estimated breakdown of the total budget by task. RBI will invoice the City monthly according to its 2020 rates (**Attachment 2**) for all RBI work activities completed in the period October through December 15, 2020. RBI typically adjusts rates in mid-December each year and will invoice the City monthly according to the 2021 rate schedule for RBI work activities completed during the period December 16, 2020 through October 2021.

If you have any questions regarding this proposal, please do not hesitate to contact me at (916) 714-1802. We look forward to continuing to assist the City with its NPDES permit compliance and facility project needs.

Sincerely,

Michael Buyo

Michael Bryan, Ph.D. Managing Partner

Attachment 1: RBI Budget



Attachment 2: 2020 Fee Schedule



#### **ATTACHMENT 1**

# **RBI BUDGET**

	Robertson-Bryan, Inc.						
	Managing Partner	Partner	Senior Scientist I	Project Scientist III	Project Engineer III	Staff Engineer II	RBI Subtotal
PROFESSIONAL SERVICES							
Task 1: Continued CTF Temperature Monitoring	3			40		16	\$ 12,218
Task 2: ⊳On-Call technical Advisory Services	16 ******** <b>16</b>	16	10		10		\$ 13,992
Task 3: Prepare Testing Plan		1.4.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1					\$ 34,690
Subtask 3A: Site Visit		8		1 1 1 1 1 1 1 1 1	8		\$ 4,072
Subtask 3B: Review Data		2			4	8	\$ 2,822
Subtask 3C: Prepare Testing Plan		4			20	12	\$ 7,524
Subtask 3D: Testing Plan Implementation	2				16	4	\$ 4,716
Subtask 3E: Review Test Results	2	4			12	12	\$ 6,416
Subtask 3F: Prepare Technical Memorandum	2	8			16	16	\$ 9,140
Task 7: Project Management	1942 (1943) 1973 - <b>8</b>	8			6		\$ 6,060
Total Hours:	33	50	10	40	92	68	
Rate:	\$ 302	\$ 295	\$ 230	\$ 214	\$ 214	\$ 172	
Labor Subtotal:	\$ 9,966	\$14,750	\$ 2,300	\$ 8,560	\$19,688	\$11,696	\$ 66,960
DIRECT EXPENSES							
Mileage		\$ 500.00					
TOTAL BUDGET		\$67,460					



#### ATTACHMENT 2

#### **2020 FEE SCHEDULE**

Charges for project work performed by Robertson-Bryan, Inc. (RBI) will be calculated and billed at the hourly rates shown below.

Professional Services	Rate/Hour		
Managing Partner	\$302.00		
Partner	\$295.00		
<ul> <li>Principal Engineer/Scientist</li> </ul>	\$287.00		
Resource Director	\$259.00		
♦ Associate	\$247.00		
<ul> <li>Senior Engineer/Scientist II</li> </ul>	\$242.00		
<ul> <li>Senior Engineer/Scientist I</li> </ul>	\$230.00		
<ul> <li>Project Engineer/Scientist III</li> </ul>	\$214.00		
<ul> <li>Project Engineer/Scientist II</li> </ul>	\$205.00		
<ul> <li>Project Engineer/Scientist I</li> </ul>	\$185.00		
<ul> <li>Staff Engineer/Scientist II</li> </ul>	\$172.00		
<ul> <li>Staff Engineer/Scientist I</li> </ul>	\$157.00		
Technical Analyst	\$151.00		
<ul> <li>Graphics/GIS</li> </ul>	\$138.00		
Laboratory Compliance Specialist	\$134.00		
Administrative Assistant	\$99.00		
◆ Intern	\$64.00		

Up to ten percent (10%) of subcontractor charges will be added to cover administrative costs. Hourly rates will be increased by a minimum of fifty percent (50%) for depositions, trials, and hearings. Rates will be adjusted annually. Rates are adjusted annually, effective December  $16^{\text{th}}$ .

#### **INVOICING AND PAYMENTS**

Invoices will be issued on a monthly basis for all work performed on a project. Payment is due upon receipt of the invoice.

# AMENDMENT NO. 2

# TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND KPFF CONSULTING ENGINEERS, INC. DATED NOVEMBER 13, 2019

# TO PROVIDE ENGINEERING CONSULTING SERVICES FOR THE SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 2") to the agreement between KPFF Consulting Engineers, Inc. and the City of Lathrop dated November 13, 2019, (hereinafter "AGREEMENT") dated for convenience this 14th day of December 2020, is by and between KPFF Consulting Engineers, Inc. ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

#### **RECITALS:**

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

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

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated November 13, 2019; and

WHEREAS, CONSULTANT and CITY entered into Contract Amendment No. 1 to the AGREEMENT to provide additional Engineering Consulting Services for the Surface Water Discharge Project – CIP WW 20-17, dated February 19, 2020; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 2 for additional Engineering Consulting Services in support to the Surface Water Discharge Project – CIP WW 20-17; and

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

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

#### AMENDMENT NO. 2 TO AGREEMENT

(1) <u>Scope of Service</u>. Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2 WITH KPFF CONSULTING ENGINEERS, INC. FOR CIP WW 20-17

CONSULTANT agrees to perform Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated November 13, 2019. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

# (2) <u>Compensation</u>. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **<u>\$142,100</u>** for the Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

# (3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **December 14th, 2020**, and it shall terminate no later than **June 30**, **2022**. 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 November 13, 2019 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

# (5) <u>Signatures</u>

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 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 – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2 WITH KPFF CONSULTING ENGINEERS, INC. FOR CIP WW 20-17

Approved as to Form:	City of Lathrop City Attorney	
	Sur	12-3-2020
	Salvador Navarrete	Date
Recommended for Approval:	City of Lathrop Public Works Director	
	Michael King	Date
Approved by:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	
	Stephen J. Salvatore City Manager	Date
Consultant:	KPFF Consulting Engineers, Inc. 2250 Douglas Blvd., Suite 200 Roseville, CA 95661 Phone: (916) 772-7688	
	Federal ID # Business License # <u>20730</u>	
	Signature	Date
	(Print Name and Title)	



October 30, 2020

Mr. Michael King City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Re: City of Lathrop – Recycled Water Discharge Proposal for 100% Design Services KPFF Job 1900-235

Dear Michael:

Per our discussions, here is our additional services proposal summarizing our fees to date and our expected fees to complete 100% construction documents, provide construction administration services and supplemental project management services.

#### **PROJECT DESCRIPTION**

The project consists of providing engineering services in support of the City's effort in obtaining environmental clearance to repurpose an existing San Joaquin River outfall located along Sadler Oak to discharge treated effluent from the Consolidated Treatment Facility (CTF).

#### STATUS OF TASKS 1 THROUGH 7 FROM OUR ORIGINAL APRIL 8, 2020 CONTRACT

KPFF was approved for a \$322,000 hourly contract with the City of Lathrop on April 8, 2020 to complete 30% Construction Documents. Our proposal was separated into tasks. Shown below is a statement of where we are with each task and the additional scope of work that will be required to develop 100% construction documents and provide services through construction administration.

#### Task 1b – Locate and investigate existing 20-inch pipe east of I5

We completed a good portion of this scope of work, including locating the pipe and preparing to remove the water within it utilizing our subconsultant, Nor-Cal pipe. The City has decided that they will remove the water and investigate the pipe on the north side of 15 with their own teams. We will need to adjust our 30% drawings based on what those teams discover and then possibly develop bid alternates for the contractor if the pipe needs to be repaired or replaced.

Task 1b Fee:	\$60,000
Spent to date:	- \$31,800
Expected Fee to develop notes and bid alternates:	- <u>\$15,000</u>
Fee Remaining:	\$13,200

#### Task 3 - Survey

We completed our survey work along the route of the pipe between the CTF and the San Joaquin River. We added a bathymetric survey to our scope of work utilizing a subconsultant. This work was necessary to provide design data for our design teams and for RBI to model the river.

We have not completed our survey work at the CTF. We no longer expect this service will be required of us, but will instead be performed by your subconsultant, PACE.

Task 3 Fee:	\$56,000
Spent to date:	- <u>\$31,400</u>
Fee Remaining:	\$24,600

#### Task 4 - Piping Route Plan and Profile

We have completed our 30% design drawings for the pipe from the CTF to the river. These plans will be used in the Environmental Impact Report.

Task 4 Fee:	\$50,000
Spent to date:	- <u>\$32,800</u>
Fee Remaining:	\$17,200

#### Task 5 - Outfall Preliminary Design

We completed 65% design drawings for submittal to the CVFPB. While it was not a part of our original scope of work, we also hired EnGeo as a subconsultant to provide a geotechnical report for the outfall project.

We have continued our design efforts to further the development of the concrete structure at the outfall. We would like to continue and develop design criteria for the coffer dam and obtain feedback from local contractors so we can be ready to start 100% design efforts after the first of the year.

Task 5 Fee:	\$50,000
Spent to date:	- <u>\$70,800*</u>
Fee Remaining:	(\$20,800)

*Note that \$12,100 of this effort has appeared on Task 6 in our invoices.

#### Task 6 - Modifications to the CTF

We have completed 30% design drawings for the CTF modifications. We understand that future design phases at the CTF will be designed by another consultant. Note that our scope of work for the 30% design did not include hiring an electrical designer.

Task 6 Fee:	\$35,000
Spent to date:	- <u>\$16,800</u>
Fee Remaining:	\$18,200

#### Task 7 – Supplemental Project Management Services

We are providing supplemental project management services in support of City staff related to developing the EIR document and we expect these services to continue through the end of February, 2021.

Task 7 Fee:	\$79,000
Spent to date:	- \$18,500
Expected Fee through Feb, 2021:	- <u>\$30,000</u>
Fee Remaining:	\$30,500

### FUTURE TASKS TO COMPLETE 100% CDs + CA

#### Task 8 – 100% Construction Documents for Pipeline

We will take our 30% design to 100% design for the pipeline between the CTF and the outfall. We will assume that the existing LOF pipe will be reused, but we will need to develop contingency plans for what to do if the selected contractor finds that the pipe cannot be reused.

Fee = \$35,000

Our work will include modifying City standard specifications for the project. We will submit our design for review to the City and respond to comments. We expect the contractor will be responsible for traffic control plans and approvals.

Note that we have not included scope of work for design at the CTF since we understand this will be done by PACE as part of a separate permit package.

#### Task 9 – 100% Construction Documents for Outfall

We will take our 65% outfall drawing to 100% complete. Our drawings will provide design criteria for the coffer dam, but we anticipate that work to be a design-build item by the contractor.

#### Task 10 – Construction Administration Services Fee = \$85,000

Our civil and structural engineering staff will provide construction administration services during construction. This will include conducting site visit to observe the construction, reviewing submittals and responding the contractor's questions. These services will occur from approximately June through December of 2021.

Our scope of work does not include providing geotechnical inspections or observations during construction. We anticipate the City will hire the inspectors for the project.

#### Task 11 – Supplemental Project Management

We will provide supplemental project management services in support of City staff from March 2021 through December 2021. This fee is derived from assuming 10 months of work at an average of approximately 7 hours per week.



Fee = \$55,000

Fee = \$50,000

# <u>FEE</u>

We propose to accomplish the scope of work noted on an hourly basis per the attached hourly rate sheet. We will bill for our services monthly based on the hours worked. Shown below is an estimate of our fees by phase for this project.

Task	Fee Estimate
Task 8 – 100% CDs for pipeline	\$35,000
Task 9 – 100% CDs for Outfall	\$55,000
Task 10 – Construction Administration Services	\$85,000
Task 11 – Supplemental Project Management Services	<u>\$50,000</u>
Total Fees Requested	225,000
Expected Fees Remaining from April 8, 2020 Contract	<u>(\$82,900)</u>
Total Additional Fee Required	\$142,100

#### TERMS AND CONDITIONS

Terms and conditions shall be per our original April 8th, 2020 contract with the City.

#### **SUMMARY**

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,

Vant Allwar

Dan Allwardt, S.E. Managing Principal

Accepted By:

Name

Title

Attachments

#### Attachment A

# SACRAMENTO HOURLY RATE SCHEDULE KPFF CONSULTING ENGINEERS 2020

PRINCIPAL-IN-CHARGE / ENGINEER OF RECORD	\$195
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR	\$170
PROJECT ENGINEER / SURVEYOR	\$140
DESIGN ENGINEER / SURVEYOR	\$120
SENIOR DRAFTER / MODELER	\$120
DRAFTER / MODELER / SCHEDULER	\$95
SURVEY PARTY CHIEF (w/equipment in the field)	\$185 / \$235*
SURVEY FIELD TECHNICIAN (w/ Party Chief in the field)	\$85 / \$110*

* Regular Rate / Prevailing Wage Rate

<u>Note:</u>

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

# CITY OF LATHROP

# AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC.

# FOR THE LATHROP CONSOLIDATED TREATMENT FACILITY SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

THIS AGREEMENT, dated for convenience this 14th day of December, 2020, is by and between Pacific Advanced Civil Engineering, Inc. ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

# **RECITALS**:

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

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

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

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

# AGREEMENT

# (1) <u>Scope of Service</u>

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

# (2) <u>Compensation</u>

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$214,670**, for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

# (3) Effective Date and Term

The effective date of this Agreement is **December 14th, 2020**, and it shall terminate no later than **June 30, 2022.** 

# (4) Independent Contractor Status

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

# (5) <u>Billings</u>

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

# (6) Advice and Status Reporting

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

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

# (7) <u>Auditing</u>

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

# (8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Andrew Komor**, **PE, Vice President**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative , and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

# (9) Assignment and Subcontracting

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

# (10) <u>Insurance</u>

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

(a) <u>Workers' Compensation</u>. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits <u>of</u> not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

# CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) <u>Professional Liability</u>. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
  - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
  - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
  - (iii) The policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
    - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

- 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) <u>Deductibles and Self-Insured Retentions</u>. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) <u>Notice of Reduction in Coverage</u>. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

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

# (11) Indemnification - CONSULTANT'S Responsibility

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

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

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

# (12) Licenses

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

# (13) <u>Business Licenses</u>

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

# (14) <u>Termination</u>

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

# (15) <u>Funding</u>

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

# (16) <u>Notices</u>

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

To City:	City of Lathrop City Clerk 390 Towne Centre Lathrop, CA 95330
Copy to:	City of Lathrop Department of Public Works 390 Towne Centre Lathrop, CA 95330 MAIN: (209) 941-7430 FAX: (209) 941-7449
To Consultant:	Pacific Advanced Civil Engineering, Inc. 17520 Newhope Street, Suite 200 Fountain Valley, CA 92708

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Phone: (714) 481-7300 Fax: (714) 481-7299

# (17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (I) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

(q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

# (18) <u>Notice to Proceed</u>

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

# (19) <u>Signatures</u>

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 – CONSULTING SERVICES AGREEMENT WITH PACE FOR THE LCTF SURFACE WATER DISCHARGE PROJECT – CIP WW 20-17

Approved as to Form:	City of Lathrop City Attorney	
		2-3-2020
	Salvador Navarrete	Date
Recommended for Approval:	City of Lathrop Public Works Director	
	Michael King	Date
Approved by:	City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	
	Stephen J. Salvatore City Manager	Date
Consultant:	Pacific Advanced Civil Engineering, Inc 17520 Newhope Street, Suite 200 Fountain Valley, CA 92708	
	Fed ID # Business License # <b>20319</b>	
	Signature	Date
	Print Name and Title	



December 7, 2020 (Revised from November 16, 2020, May 8, 2020, March 12, 2020, and February 26, 2020)

Ken Reed Sr. Construction Manager **City of Lathrop** 390 Towne Centre Drive Lathrop, CA 95330 Phone (209) 941-7363

# Re: Lathrop CTF Dechlorination Professional Engineering Services Proposal

# B647

Dear Ken,

Based on our discussion this week, we have updated our proposal herein to include design of a process/piping configuration to only send dechlorinated water to the Crossroads Station which is intended to be pumped to the River. Instead of using the Crossroads Station to discharge to the LAS3 percolation ponds, a new automated connection shall be provided from the discharge of the S5 pump station and/or a gravity connection from the existing chlorine contact basin discharge box, through a new connection to the existing pipe on Christopher Way. An out of compliance valve shall be provided on the discharge of the Crossroads' station to discharge back to S5 in the event that water quality is not in compliance. Also, Crossroads Recycled Ponds B and C shall also be plumbed to the Crossroads Recycled Station.

This proposal is a progression from site visits 2/20 and 2/21, and a revised draft proposal March 12, 2020, May 8, 2020, and November 6, 2020. This proposal does not include services during construction or controls integration.

PACE is pleased to provide our proposal for engineering services for the Lathrop CTF Dechlorination project. Attached are our Scope of Services, Compensation, Hourly Rate Schedule and Provisions. We appreciate the opportunity to be of service to the City of Lathrop and look forward to the successful completion of this project. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

Andy Komor, PE Vice President – Environmental Water Division TTK/sm

Enclosures: Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

17520 Newhope Street. Suite 200 | Fountain Valley, CA 92708 P: (714) 481-7300 F: (714) 481-7299 | www.pacewater.com 

#### **PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**

#### LATHROP CTF DECHLORINATION DESIGN #B647

#### **OBJECTIVE:**

Based on site meetings on 2/19/20 and 2/20/20, the City will proceed with improvements to the CTF to allow flexible discharge of treated recycled water. This will include a new direct connection from the downstream of the existing chlorine contact basin, to a new dechlorination box that will be connected to a future second chlorine contact basin, and ultimately connected to a new +/-18-24" dechlorination pipe to the existing Crossroads Recycled Water Pump Station. The Crossroads Recycled Water Pump Station will solely function to discharge water to the river when water quality is in compliance. When water quality is not in compliance, discharge shall be routed back to the S5 storage reservoir. When river pumping is not called for, recycled water will backup intentionally and flow to S5 for storage and reuse. The existing chlorine contact box and/or S5 discharge pump station shall have a new automated connection and flowmeter to the LAS3 percolation basins for pumped discharge to that location.

New core-drilled piping connections to the existing post-chlorine box shall be provided with new piping to a new dechlorination box (configured to receive future chlorine contact basin flows), and from there low piping shall be provided to flow by gravity to the existing Crossroads Recycled Station. The Crossroads Recycled Station shall also have new suction pipe connections and valves from Crossroads Basins B and C.

High piping from a new weir shall flow to S5 directly, and shall be used when the Crossroads Recycled Water Pump Station is not pumping equal to the outflow of the chlorine contact basin. NOTE: in this configuration the Crossroads Recycled Water Pumps' flowrate shall be less than the chlorine contact discharge flow to avoid starving the pumps. Low-level cutoff shall be provided to turn off the Crossroads Recycled Water Pumps in the event the level in that wetwell is low, and low discharge filtrate flow shall lock out the pumps during maintenance cleaning or low flow conditions such as the middle of the night. Multiple programs shall include level based control, manual flow with low-level cutoff, and flow pacing with filtrate flow.

All water directed for San Joaquin River outfall discharge shall be automatically dechlorinated using sodium bi-sulfite (SBS) chemical or equivalent. A new SBS storage, chemical pumping system, and associated upstream monitoring and feed-forward control instrumentation and controls shall be included in the design. New ORP and total chlorine residual analyzers shall also be included in the design at the mid-point and in the Crossroads Recycled Water Pump Station wetwell. Pacing of SBS addition shall be flow paced on the Crossroads Recycled Water Pumps, and trimmed with analyzer readings.

<u>To be designed by others:</u> new 2,100 feet of discharge piping shall be designed to connect the discharge of the Crossroads Recycled Water Pump Station to existing piping which leads to a new Crossroads outfall piping.

#### **SECTION A - SCOPE OF SERVICES:**

A. Consultant agrees to perform the following services:

#### Task 1 – SBS Dosing and Contact Time Tests at Various Concentrations/Temperatures

PACE shall bring existing equipment, materials, and chemicals onsite at CTF and provide a series of bench scale tests to determine the dose requirements of SBS versus chlorine and temperature, with respect to contact time. All three variables shall be tested independently, and the results shall be used



for system sizing including retention time and instrumentation requirements for compound control. ORP instruments shall also be tested to determine their applicability in determining low concentration chlorine.

# Task 2 – Design Charette with Project Team

Based on the background section described above and initial concept development, PACE shall provide an early draft technical memo containing initial sketches, system maps, retention time calculations, and propose a list of equipment, valves, and instruments to discuss with the project team. PACE shall setup a design charette meeting with the City, Veolia Operations, and RBI to discuss the direction of the design and receive feedback on the early draft memo. Using the project direction provided in the design charette, PACE shall finalize the technical memo including a written sequence of operation to be used for programming of existing PLCs and HMIs. PACE shall distribute the updated memo for review and final comments, and update the memo to finalize the design direction.

# Task 3 – 50% Design of Proposed CTF Facilities and Equipment

Based on the results of the finalized technical memorandum, PACE shall provide 50% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 50% level of detail for all CTF onsite systems proposed. The content in the 50% design shall be presented to the project team for comments and feedback for subsequent design stages. It is anticipated there will be approximately 25 sheets at this stage of design.

### Task 4 – 90% Design of Proposed CTF Facilities and Equipment

Based on the results of the 50% design feedback, PACE shall provide 90% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 90% level of detail for all CTF onsite systems proposed. The content in the 90% design shall be presented to the project team for comments and feedback for subsequent design stages. It is anticipated there will be approximately 35 sheets at this stage of design.

### Task 5 – 100% Design of Proposed CTF Facilities and Equipment

Based on the results of the 90% design feedback, PACE shall provide 100% construction plans of proposed CTF onsite systems including civil piping, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction planset with G, C, M, E, and I sheets at a 100% level of detail for all CTF onsite systems proposed. The content in the 100% design shall be presented to the project team for comments and feedback for finalization of the construction plans. It is anticipated there will be approximately 40 sheets at this stage of design.

### Task 6 – Project Engineering Report

PACE shall provide a project engineering report for the purposes of permitting. This report shall include a basis of design description, calculations including chemistry and contact time determined from Task 1, critical control points design for system automation, out of compliance description, and overall system control strategy. Process flow diagrams and schematics will be provided to assist in the understanding of the system control. Integration of the new design elements with the existing plant and existing operations will be described. Two revisions to the report are included in this task.

### Task 7 – Project Specifications



PACE shall provide 50%, 90%, and 100% level of detail 17 sections of project technical specifications to be used for bid purposes including summary of work, sequence of construction, sequence of operation, equipment, valving, piping, etc. In particular PACE shall work with the City and Veolia to determine shut down sequences and coordination with plant operations, RBI, and City Operations.

#### Task 8 – Cost Estimates

PACE shall provide 50%, 90%, and 100% level of detail estimate of expected construction costs and corresponding bid schedule to be used for bid purposes. Cost estimates shall include general conditions, civil works, mechanical equipment and installation, electrical, instrumentation, controls, and associated work with contingencies.

### **SECTION B - COMPENSATION:**

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis a total fee of **\$214,670** in accordance with the attached Engineering Fee Worksheet.

<u>Task D</u>	escription	Professional Fee
01	SBS Dosing & Contact Time Tests	\$ 16,120
02	Design Charette with Project Team	\$ 8,680
03	50% Design of Proposed CTF Facilities & Equipment	\$ 48,240
04	90% Design of Proposed CTF Facilities & Equipment	\$ 50,160
05	100% Design of Proposed CTF Facilities & Equipment	\$ 37,180
06	Project Engineering Report	\$ 26,200
07	Project Specifications	\$ 19,870
08	Cost Estimates	\$ 8,220
	TOTAL FIXED FEE:	\$ <u>214,670</u>



#### ASSUMPTIONS AND EXCLUSIONS:

- 1. Prospective Sheet List
  - G1 Sheet Index, Sequence of Construction
  - G2 General Construction Notes
  - G3 Update to Hydraulic Profile at CTF
  - G4 Update to Process Flow Diagram at CTF
  - C1 Demo Existing Southbound to S5
  - C2 Plan/Profile of New Southbound to S5
  - C3 Plan/Profile of New Northwest to Crossroads Box
  - C4 Civil Details for Analyzer Connection, Air, Cleanout
  - M1 Equipment List
  - M2 Valve/Actuator List and Instrument List
  - M3 Above Ground Core Drill Penetrations
  - M4 Discharge Weir Box, V Notch Change
  - M5 Chemical Tank and Containment
  - M6 Chemical Pumping Systems
  - M7 Crossroads Piping Demo
  - M8 Crossroads Actuated Valves Installation
  - M9 Instrumentation Assemblies 1, 2, 3
  - M10 Move Existing Chlorine Instrumentation
  - M11 Mechanical Details for Pipe Supports, Link Seal
  - E1 Electrical Construction Notes
  - E2 Update to Crossroads Single Line Diagram
  - E3 Demo and Replacement of Crossroads Drives
  - E4 Distribution Breaker Panel Design for Valves
  - E5 Crossroads Conduit and Wire Plan
  - E6 Crossroads Conduit and Wire Schedule
  - E7 Crossroads Instrumentation Power, Control
  - E8 Intermediate Station Instrum Power, Control
  - E9 Discharge Box Instrumentation Power, Control
  - E10 Chemical Pumps System Power Plan
  - E11 Chemical Pumps System Control Plan
  - I1 Instrumentation Construction Notes
  - I2 Updates to Network Diagram
  - I3 Updates to Discharge Box P&ID
  - I4 Updates to Crossroads P&ID
  - I5 New Crossroads Valves P&ID
  - P1 ---- New River Piping Section 1 of 3
  - P2 New River Piping Section 2 of 3
  - P3 New River Piping Section 3 of 3
  - P4-----Piping Details---



- 2. Services during bid, construction, startup, and post operations are not included, and are available upon request
- 3. It is assumed all permitting, sampling, and coordination of startup for permit compliance is provided by RBI.
- 4. It is assumed the Crossroads outfall piping shall be designed by others.
- 5. It is assumed the new SCADA screens will be provided by Primex with direct contract to the City.
- 6. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
  - a. Client input pertaining to project design issues and requirements including scheduling.
  - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
  - c. Geologic and soils investigation reports.
  - d. Existing and proposed hydrologic and drainage data, maps, and reports.
  - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
- 7. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
- 8. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2019 or earlier.
- 9. No environmental documentation or support, including no environmental permitting.
- 10. No surveying or construction staking is included.
- 11. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
- 12. Existing utility information research and mapping is not included and will be provided by Client.
- 13. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
- 14. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).





# ENGINEERING FEE ESTIMATE PROJECT WORKSHEET

Project Name: Lathrop CTF Dechlorination Client: City of Lathrop PACE Job Number: B647 Estimate Date: 12/1/2020
--------------------------------------------------------------------------------------------------------------------------

2020 PACE Hourly Rate Schedule		
Description	Hourly Rate	
Principal	\$250	
Sr. Proj. Mgr./Sr. Consulting Engr.	\$220	
Sr Electrical Engineer / Sr GIS Analyst	\$210	
Project Manager /Consulting Engr./Sr 1&C Specialist	\$205	
Sr. Proj. Engr /Sr. Design Engr	\$185	
Instrumentation & Controls Specialist	\$150	
Proj. Engr/Design Engineer II	\$160	
Design Engineer	\$130	
Sr CAD Designer	\$135	
CAD Designer/GIS Analyst	\$110	
Graphic Designer	\$105	
Project Coordinator	\$90	
Administrative Support	\$80	
Assistant Designer	\$80	
G.P.S. Survey Unit (w/Operator)	\$240	
Expert Witness/Legal Consultation	\$350 + Exp.	
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Total Fee Amount: \$214,670

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No.	Work Item Description	Princip	al Manager	Engineer	Project Mgr.	Engineer	Specialist	Specialist"			Designer	,	Coordinator	Subtotal	Expenses	6 Costs
		250	220	210	205	185	205	150			135	110	06			
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		MAL	Komor	Najarian	Murphy	Sanchez	Camerena	Flores	Chen		Gutierrez					
1 SBS L	SBS Dosing & Contact Time Tests	-	9			80	_							\$16,120		\$16,120
2 Desig	Design Charette with Project Team		16		80		4				20			\$8,680		\$8,680
3 50%	50% Design of Proposed CTF Facilities & Equipment	æ	40	30	48		20		40		80			\$48,240		\$48,240
4 90%	90% Design of Proposed CTF Facilities & Equipment	Ģ	24	38	40		20		60		100			\$50,160		\$50,160
5 100%	100% Design of Proposed CTF Facilities & Equipment	9	8	28	30		10		60		40			\$37,180		\$37,180
6 Proje	Project Design Report		9		24				64		72			\$26,200		\$26,200
7 Proje	Project Specifications	4	20	24	36		10							\$19,870		\$19,870
8 Cost	Cost Estimates	4	16	2	12		4							\$8,220		\$8,220
							7									
	TOTALS	28	158	122	198	80 80	68	0	224	0	312	0	0	\$214.670	95	\$214 670



#### AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 7th day of December 2020, by and between **City of Lathrop** hereinafter called "Client," and **Pacific Advanced Civil Engineering**, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

A. Client retains Consultant to perform services for:

Lathrop CTF Dechlorination

hereinafter called "Project."

B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

C. Client agrees to compensate Consultant for such services as follows:

<u>Fee</u>

#### (See attached Compensation Page – Section "B" for a detailed description)

D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)	CLIENT: City of Lathrop
By: /lillin , /ll	Ву:
Name: Andrew T. Komor, PE	Name: Ken Reed
······································	
Title: Vice President – Environmental Water	Title: Sr. Construction Manager
Job #: B647	Date:

17520 Newhope Street, Suite 200 | Fountain Valley, CA 92708 P: (714) 481-7300 F: (714) 481-7299 | www.pacewater.com 

#### GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

#### AGREEMENT BETWEEN CLIENT AND CONSULTANT

#### DATED December 7, 2020 (collectively, the "Agreement")

**Pacific Advanced Civil Engineering, Inc. (PACE)** shall be hereinafter referred to as "CONSULTANT" and the **City of Lathrop** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Lathrop CTF Dechlorination**".

#### **GENERAL**

- 1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
- 2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
- 3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
- 4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or CLIENT's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
- 5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
- 6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
- 7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
- 8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
- 9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
- 10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
- 11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
- 12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
- 13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
- 14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
- 15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
- 16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.



- 17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
- 18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assignor transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
- 19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
- 20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
- 21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
- 22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

#### PAYMENT

- 23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
- 24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
- 25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
- 26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
- 27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
- 28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.



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# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	APPROVE A SERVICE CONTRACT FOR INTERIOR FURNISHINGS AND DESIGN FOR CIP GG 19-08 POLICE BUILDING
RECOMMENDATION:	Adopt Resolution Approving a Service Contract with DLD Design & Consulting for Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters – CIP GG 19-08 Police Building

# SUMMARY:

Construction of the new Lathrop Police Services Administrative Headquarters (Police Station), began in October 2019. As construction of the Police Station reaches conclusion, interior furnishings will be needed to complete the facility. The project will provide all interior furnishings and design for the new Police Station. A Request for Proposals (RFP) for Police Station Furnishings was issued on October 27, 2020 and three (3) proposals were received on November 5, 2020. After evaluating and ranking the proposals, DLD Design & Consulting's (DLD) proposal was determined to be the most qualified.

Staff requests the City Council approve a service contract with DLD for interior furnishings and associated design services for the Police Station in the amount of \$95,406 plus a 15% contingency in the amount of \$14,311 for a total cost not to exceed \$109,717. Sufficient funds have been allocated in the adopted FY 20/21 budget.

# BACKGROUND:

The plans and specifications for the construction of the Police Station were completed by LDA Partners, and advertised for bid in August 2019. As the construction is nearing completion, furnishings and related items will soon be needed to complete the interior of the Police Station. The main items needed include work station cubicles, tables, office chairs, bookcases, general and fire-proof document storage files, desks, a wardrobe cabinet and a podium.

In accordance with Lathrop Municipal Code 2.36.150, an RFP for Police Station Furnishings was issued on October 27, 2020 and three proposals were received on November 5, 2020. After evaluating and ranking the proposals, DLD's proposal was determined to be the most qualified as well as the lowest cost of \$95,406.

DLD submitted unit costs for all bid items in the RFP; their proposal is attached to the Contract (Attachment B) as Exhibit A.

# CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING APPROVE SERVICE CONTRACT FOR CIP GG 19-08 POLICE BUILDING

Staff requests City Council approve a Contract with DLD for an amount of \$95,406 for design services for and the provision, delivery, assembly and installation of interior furnishings for the Police Station. Staff also requests City Council authorize a 15% construction contingency of \$14,311 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$109,717.

# **REASON FOR RECOMMENDATION:**

This contract is necessary to provide interior furnishings for the Lathrop Police Services Administrative Headquarters, and DLD's proposal was determined to be the most qualified.

# FISCAL IMPACT:

The proposed service contract with DLD is for \$95,406. A 15% construction contingency is requested in the amount of \$14,311 for a total cost not to exceed \$109,717. Funding for this project was included in the FY 20/21 budget; therefore, no budget amendment is necessary.

# **ATTACHMENTS:**

- A. Resolution Approving Adopt Resolution Approving a Service Contract with DLD Design & Consulting for Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters – CIP GG 19-08 Police Building
- B. Service Contract between the City of Lathrop and DLD Design & Consulting for Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters – CIP GG 19-08 Police Building

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING APPROVE CONTRACT FOR POLICE STATION FURNISHINGS

# **APPROVALS:**

Ken Reed Senior Construction Manager

Michael King Director of Public Works

Cari James Finance & Administrative Services Director

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

11-30-2020

Date

12-3-2020 Date

12/1/2020

Date

11.30-2020

Date

12.7.2020

Date

### **RESOLUTION NO. 20-**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A SERVICE CONTRACT WITH DLD DESIGN & CONSULTING FOR INTERIOR FURNISHINGS AND DESIGN SERVICES FOR THE LATHROP POLICE SERVICES ADMINISTRATIVE HEADQUARTERS – CIP GG 19-08 POLICE BUILDING

**WHEREAS,** a business furnishings contractor is needed to provide interior furnishings and design for the newly constructed Lathrop Police Services Administrative Headquarters; and

**WHEREAS,** in accordance with Lathrop Municipal Code 2.36.150, a Request for Proposal (RFP) for Police Station Furnishings was issued on October 27, 2020 and 3 proposals were received on November 5, 2020; and

**WHEREAS,** after evaluating and ranking the proposals, DLD Design & Consulting (DLD) proposal was determined to be the most qualified, with a price of \$95,406; and

**WHEREAS**, staff requests the City Council approve a service contract with DLD in the amount of \$95,406; and

**WHEREAS**, staff also requests Council authorize a 15% contingency in the amount of \$14,311 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$109,717; and

**WHEREAS,** sufficient funds were allocated for this work in the FY 2020-21 Budget.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve the award of a contract with DLD for the Project in the amount of \$95,406; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve a 15% contingency in the amount of \$14,311 for a total cost not to exceed \$109,717 for the project, and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project.

The foregoing resolution was passed and adopted this  $14^{th}$  day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

# Attachment A

# SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND DLD DESIGN & CONSULTING

# FOR INTERIOR FURNISHINGS AND DESIGN SERVICES FOR THE LATHROP POLICE SERVICES ADMINISTRATIVE HEADQUARTERS – CIP GG 19-08 POLICE BUILDING

**THIS SERVICE CONTRACT** (hereinafter "Contract") is made on **December 14, 2020**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **DLD Design & Consulting**, (hereinafter "Contractor"), whose Taxpayer Identification Number is <u>45-0500274</u>.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

#### **SCOPE OF WORK**

Contractor agrees to provide Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

#### **CONTRACT PRICE**

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on time and materials basis not to exceed **<u>\$95,406</u>** set forth in Exhibit "A", for Interior Furnishings and Design Services for the Lathrop Police Services Administrative Headquarters.

#### TIME FOR PERFORMANCE

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion within <u>60</u> total calendar days of Notice to Proceed.

#### PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

#### **INSPECTION BY CITY**

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

#### SERVICE CONTRACT

# DLD DESIGN AND CONSULTING – INTERIOR FURNISHINGS AND DESIGN SERVICES FOR THE LATHROP POLICE SERVICES ADMINISTRATIVE HEADQUARTERS – CIP GG 19-08 POLICE BUILDING

#### NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

#### **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

#### CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

#### **APPRENTICES**

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio

the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

(c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

#### **HOURS OF WORK**

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

#### PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the 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 the Contractor.

# SERVICE CONTRACT

# DLD DESIGN AND CONSULTING – INTERIOR FURNISHINGS AND DESIGN SERVICES FOR THE LATHROP POLICE SERVICES ADMINISTRATIVE HEADQUARTERS – CIP GG 19-08 POLICE BUILDING

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

#### PREVAILING WAGES

(a) The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws. and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department Industrial of Relations located at http://www.dir.ca.gov/dlsr/PWD/index.htm. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

(b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

#### **INSURANCE**

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

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

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

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

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) <u>Deductibles and Self-Insured Retentions</u>. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) <u>Notice of Reduction in Coverage</u>. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

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

#### INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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.

#### SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal

### SERVICE CONTRACT

# DLD DESIGN AND CONSULTING – INTERIOR FURNISHINGS AND DESIGN SERVICES FOR THE LATHROP POLICE SERVICES ADMINISTRATIVE HEADQUARTERS – CIP GG 19-08 POLICE BUILDING

right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

#### COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

#### INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

#### APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

#### 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.

Approved as to Form:

City of Lathrop City Attorney

12-3-2020

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop Director of Public Works

Michael King

Date

Date

Approved By:

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Stephen J. Salvatore City Manager

Contractor:

**DLD Design & Consulting** 5443 Bridge Creek Lane Carmichael, CA 95608

Fed ID # <u>45-0500274</u> Lathrop Business License # <u>20314</u>

Signature

Date

Print Name and Title

# **Exhibit A**

**DLD Design & Consulting** 5443 Bridge Creek Lane Carmichael, Ca 95608 Phone: ( 915 ) 488-6201 Fax: (916) 482-3546

#### Police Station Proposal (Totals Page)

Date:

Domi Celi:

**City Of Lathrop** Name: Address: 390 Towne Centre Drive State: Ca Zip: 95330 Lathrop City: Phone: 209-941-7230 Cell: 209-712-3136 Contact: Mr. Ken Reed

October 28, 2020 Dominique Le Doux Prepared By: 916-834-1120

Qty	Lathrop Police Station Furniture	City Price Ea	Extended
1	Page 1 Final Total Workstations	29,242.00	29,242.00
1	Page 2 Total: Files	14,168.00	14,168.00
1	Page 3 Total: Casegoods	4,504.00	4,504.00
1	Page 4 Total: Seating	26,981.00	26,981.00
1	Page 5 Total: Tables	7,280.00	7,280.00
1	Taxable Labor : Fabrication / Installation (Required by Ca State Law)	1,600.00	1,600.00
	NON Taxable Labor & Factory Freight: Receive & Inspect Included Below	r	
Terms	:	Sub-Total	\$83,775.00

Terms:		Sub-Total	\$83,775.00
50% Deposit, Baiance		Sales Tax	\$7,330.31
Due Upon Completion	<u>Thank You!</u>	Labor & Preight	\$4,300.00
		TOTAL	\$95,405.31

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#### CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE AXON ENTERPRISE, INC., PURCHASE FOR EQUIPMENT AND SOFTWARE IN THE NEW CITY OF LATHROP POLICE SERVICES BUILDING, CIP GG 19-08 RECOMMENDATION: Adopt Resolution Approving a Right of Entry Agreement and Purchase Agreement with Axon Enterprises, Inc., for Temporary Access to the Lathrop Police Stations and the Purchase of Equipment, Software Installation and Maintenance Services in the New City of Lathrop Police Services Building, CIP GG 19-08

#### SUMMARY:

On June 25, 2018, the Lathrop City Council approved the construction and purchase of a new police building. Since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction. At this time, staff is identifying the technical and software needs for the various operational areas of the facility.

Tonight, staff is requesting Council authorization of a Right of Entry Agreement and a five (5) year Agreement with Axon Enterprises, Inc. (Axon), for temporary access and purchase of equipment, software installation, video storage, support, and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

#### **Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230
Year 2 (Annual license and maintenance)	\$8,728
Year 3 (Annual license and maintenance)	\$8,728
Year 4 (Annual license and maintenance)	\$8,728
Year 5 (Annual license and maintenance)	\$8,728

Amount not to exceed: \$77,142

#### BACKGROUND:

On June 28, 2018, the San Joaquin County Sheriff's Office (SJCSO) announced the deployment of body worn cameras to operations staff assigned to Lathrop Police Services, as part of the safety equipment issued to each deputy. The deployment represented the completion of the Axon system implementation for the San Joaquin County Sheriff's Office, which the City of Lathrop assigned deputies utilize and the City pays for as part of their law enforcement agreement.

#### CITY MANAGER'S REPORT Page 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW LATHROP POLICE SERVICES BUILDING, CIP GG 19-08

Also in June of 2018, the Lathrop City Council approved the construction and purchase of a new police building. Since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction.

Currently, staff is identifying technical and software needs related to information technology for the various operational areas of the new Lathrop police facility. This staff report requests authorization to purchase the necessary license, hardware, software, video storage and a 5-year maintenance plan necessary for the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

Since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff's Axon account to order the necessary license, software, hardware, video storage and a 5-year maintenance service plan for the Lathrop police services interview rooms. This would also include all streaming, video retention, and recording services to be stored and managed directly by the San Joaquin County Sheriff's Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it makes sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department.

Tonight, staff is requesting Council authorization of a Right of Entry Agreement and a five (5) year Agreement with Axon Enterprises, Inc. (Axon), for temporary access, purchase of equipment, software installation, video storage, support, and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews.

#### **Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230
Year 2 (Annual license and maintenance)	\$8,728
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Year 4 (Annual license and maintenance)	\$8,728
Year 5 (Annual license and maintenance)	\$8,728

Amount not to exceed: \$77,142

#### CITY MANAGER'S REPORT Page 3 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW LATHROP POLICE SERVICES BUILDING, CIP GG 19-08

# **REASON FOR RECOMMENDATION:**

Since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff's Axon account to order the necessary license, software, hardware, and a 5-year maintenance service plan for the Lathrop police services evidence rooms.

This would also include all streaming, video storage, and recording services to be stored and managed directly by the San Joaquin County Sheriff's Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it made sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department.

#### FISCAL IMPACT:

Capital Improvement Project GG 19-08 was created for the tracking of expenses related to the construction and purchase of the City of Lathrop Police Services building. Capital Improvement Project GG 19-08 has sufficient funds for this purchase; therefore, a budget amendment is not needed. Staff is only requesting Council authorization to enter into contract with Axon for the purchase of necessary license, hardware, software, video storage and a 5-year maintenance plan for the video/audio interview room to be located within the new City of Lathrop police services building. At some point in the near future, staff will return to Council with a fiscal update and construction progress of this project.

### **ATTACHMENTS:**

- A. Resolution Approving a Service Agreement with Axon Enterprise, Inc., to Purchase Necessary Servicer License, Software, Hardware, and a 5-Year Maintenance Service Plan for the Lathrop Police Services Evidence Room.
- B. Right of Entry Agreement with Axon Enterprise, Inc. Quote included.

**CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** SERVICE AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE NEW LATHROP POLICE SERVICES BUILDING, CIP GG 19-08

#### **APPROVALS:**

Ter esa Vargas

Sity Clerk

62 Tony Fernandes

Date

8-202()

Chief Information Officer

Cari Ja

Finance & Administrative Services Director

8/2020

12-7-2020

Date

Salvador Navarrete **City Attorney** 

Stephen J. Salvatore City Manager

12.8.2020

Date

#### **RESOLUTION NO. 20-**

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A RIGHT OF ENTRY AND PURCHASE AGREEMENT WITH AXON ENTERPRISES, INC., FOR TEMPORARY ACCESS AND THE PURCHASE OF EQUIPMENT, SOFTWARE INSTALLATION AND MAINTENANCE SERVICES IN THE NEW CITY OF LATHROP POLICE SERVICES BUILDING, CIP GG 19-08

**WHEREAS,** on June 25, 2018, the Lathrop City Council approved the approved the construction and purchase of a new police building; and

**WHEREAS**, on June 28, 2018, the San Joaquin County Sheriff's Office (SJCSO) announced the deployment of body worn cameras to operations staff assigned to Lathrop Police Services, as part of the safety equipment issued to each deputy; and

**WHEREAS**; the deployment represented the completion of the Axon Enterprises, Inc. (Axon) system implementation for the San Joaquin County Sheriff's Office, which the City of Lathrop assigned deputies utilize and the City pays for as part of their law enforcement agreement; and

**WHEREAS**, since then, the 13,000 square foot facility, which includes many amenities such as; locker rooms, community meeting room, evidence room, interview rooms, vehicle storage, holding cells and a generator, is well into construction; and

**WHEREAS**, currently staff is identifying technical and software needs related to information technology for the various operational areas of the new Lathrop police facility; and

**WHEREAS**, this staff report requests authorization to purchase the necessary license, hardware, software, video storage and a 5-year maintenance plan necessary for the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews; and

WHEREAS, since the City of Lathrop is not a direct customer of Axon, as it does not have its own police services, the City will be utilizing the San Joaquin County Sheriff's Axon account to order the necessary license, software, hardware, video storage and a 5-year maintenance service plan for the Lathrop police services interview rooms; and

WHEREAS, this would also include all streaming, video retention, and recording services to be stored and managed directly by the San Joaquin County Sheriff's Office. Since the City contracts with the County for police services and the County has an established account with Axon and uses many of their products, at this time it makes sense for the City to continue with these services. However, the shipping and delivery of all products purchased by the City for its building will be coordinated with the Lathrop Information Technology Department; and

Resolution No. 20-

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop authorizes the City Manager to execute a right of entry agreement and purchase order agreement for a five (5) year term with Axon for temporary access and purchase of equipment, software installation, video storage, and maintenance support and installation services in the video/audio interview room to be located within the new City of Lathrop police services building, for digital recording of police interviews, with an amount not to exceed: \$77,142

#### **Summary of Payments**

Payment Amount	Amount
Year 1 (License, equipment, software and setup)	\$42,230.00
Year 2 (Annual license and maintenance)	\$8,728.00
Year 3 (Annual license and maintenance)	\$8,728.00
Year 4 (Annual license and maintenance)	\$8,728.00
Year 5 (Annual license and maintenance)	\$8,728.00

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST

#### **APPROVED AS TO FORM:**

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

#### **RIGHT OF ENTRY AGREEMENT**

#### FOR AXON TO GAIN TEMPORARY ACCESS TO THE LATHROP POLICE STATION

This Temporary Right of Entry Agreement (herein referenced as either "Right of Entry Agreement" or simply "this Agreement") is made and entered into as of this _____ day of ______, 2020, by and between the City of Lathrop, a municipal corporation (herein called "City"), and Axon Enterprise, Inc. (herein called "Axon").

#### WITNESSETH

For, and in consideration of, the mutual covenants hereof, City hereby conditionally grants to Axon temporary access to the Lathrop Police Station ("Premises") to complete the scope of work listed in **Exhibit A** under contract with the County of San Joaquin for the benefit of the San Joaquin Sheriff's Office (SO) and Lathrop Police Services (LPS), (hereinafter "Axon Services to LPS") and Axon hereby agrees to abide by the following terms and conditions while providing Axon Services to LPS.

#### 1. <u>Premises</u>.

The premises ("Premises") consists of the main building at 940 River Islands Parkway, Lathrop, CA 95330.

#### 2. <u>Use of Premises</u>.

A. Axon may only access the Premises to provide Axon Services to LPS as detailed in Exhibit A.

B. Axon agrees that its access to the Premises and any construction thereon shall be in accordance with the applicable provisions of City codes and ordinances and any other state or federal law, code or regulation applicable to Axon's services to LPS. Axon acknowledges that nothing contained in this Right of Entry Agreement shall be deemed to entitle Axon to any City permit necessary for Axon's work on the Premises, or waive any applicable City requirements relating thereto. This Agreement does not (a) supersede, nullify or amend any subsequent condition which may be imposed by the City in connection with the use of the Premises, or (b) amend any City laws, codes or rules.

C. Axon shall not use or allow any person to use the Premises in a manner that constitutes waste or nuisance, or impose unreasonable restrictions on City employees and public users of the Premises.

D. City reserves the right to maintain, develop and improve the Premises as it sees fit, regardless of the desires or views of Axon and without interference or hindrance from Axon provided that City's actions shall not substantially interfere with Axon's access to the Premises in accordance with this Right of Entry Agreement.



#### **RIGHT OF ENTRY AGREEMENT**

#### FOR AXON TO GAIN TEMPORARY ACCESS TO THE LATHROP POLICE STATION

This Temporary Right of Entry Agreement (herein referenced as either "Right of Entry Agreement" or simply "this Agreement") is made and entered into as of this _____ day of ______, 2020, by and between the City of Lathrop, a municipal corporation (herein called "City"), and Axon Enterprise, Inc. (herein called "Axon").

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#### 1. <u>Premises</u>.

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#### 2. <u>Use of Premises</u>.

A. Axon may only access the Premises to provide Axon Services to LPS as detailed in Exhibit A.

B. Axon agrees that its access to the Premises and any construction thereon shall be in accordance with the applicable provisions of City codes and ordinances and any other state or federal law, code or regulation applicable to Axon's services to LPS. Axon acknowledges that nothing contained in this Right of Entry Agreement shall be deemed to entitle Axon to any City permit necessary for Axon's work on the Premises, or waive any applicable City requirements relating thereto. This Agreement does not (a) supersede, nullify or amend any subsequent condition which may be imposed by the City in connection with the use of the Premises, or (b) amend any City laws, codes or rules.

C. Axon shall not use or allow any person to use the Premises in a manner that constitutes waste or nuisance, or impose unreasonable restrictions on City employees and public users of the Premises.

D. City reserves the right to maintain, develop and improve the Premises as it sees fit, regardless of the desires or views of Axon and without interference or hindrance from Axon provided that City's actions shall not substantially interfere with Axon's access to the Premises in accordance with this Right of Entry Agreement.

#### 3. Term of Right of Entry Agreement.

The Term of this Right of Entry Agreement shall be a period commencing on the date the City provides Axon access to the Premises (the "Effective Date") and ending upon the termination of the Services Agreement between Axon and the County of San Joaquin for Axon Services to LPS, or any extension thereof, unless terminated earlier as provided in this Right of Entry Agreement.

#### 4. <u>Repairs, Maintenance and Improvements.</u>

A. Axon represents that Axon has inspected and examined Premises and accepts them in their present condition. Axon will maintain the Premises in the same condition as when received, except for normal wear and tear and except for modifications specifically approved by the City in writing.

B. Axon shall make no improvements to the Premises or install any improvements without first obtaining the written consent of City. Any such improvements or alterations to the Premises must be in compliance with any and all governing building codes. Any permanent fixtures or improvements made to the Premises shall become the property of the City upon termination of this Agreement. As used in this paragraph, "permanent fixtures" refers to fixtures that cannot be removed from the Premises without causing damage to the Premises in excess of \$500.

C. City will furnish for Axon's use: rack space in the City's Data Center, Ethernet cabling for each of the interview rooms, necessary ports on the Cisco Data switch and 120V power at each of the interview rooms and at data center. City shall maintain ownership of said equipment and Axon shall not negligently use or damage such equipment and Axon shall not remove such equipment upon expiration or other termination of this Agreement.

#### 5. <u>Indemnification</u>.

City shall not be liable to Axon or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on or about the Premises and any improvement thereon, unless as a direct result of City's acts. Upon the Effective Date of this Agreement, Axon shall, for the full term of this Agreement, indemnify and save harmless City and its officers, agents and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any person whomsoever resulting from the acts, omissions or negligence of Axon, Axon's officers, agents, contractors, permittees or employees.

#### 6. <u>Insurance</u>.

A. Axon shall obtain insurance coverage beginning on the Effective Date and continuing through the entire Right of Entry Agreement Term. The acceptable insurance shall be at least as broad as: (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (ii) property insurance against all risks of loss to any tenant improvements or betterments; (iii) cyber insurance with a limit of no less than \$3 million against all risks of loss to City information technology hardware and software including, but not limited

to: data destruction, extortion, theft, hacking, and denial of service attacks; indemnifying the City for losses to others caused by Axon's errors and omissions or failure to safeguard data; and

B. Axon shall maintain limits no less than general liability \$1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separate to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

C. Any deductibles or self-insured retention must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Axon shall provide a financial guaranty satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of the Premises.

(2) Axon's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Axon's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, or after ten (10) days prior written notice by mail if cancellation is due to non-payment of premium, has been given to City.

E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. Axon shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Section 10. All certificates and endorsements are to be received and approved by City before any work or improvements or alterations to the Premises commence. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### 7. Events of Default by Axon.

Each of the following events shall constitute "an event of default of Axon":

A. Any attempt to make or allow to be made by or from Axon any unauthorized modifications, alterations, or damage to the Premises.

B. Axon's failure to abide by the terms, covenants or conditions as specified in Section [2.A].

D. Axon's failure, after fifteen (15) days' written notice from City, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Axon;

E. Axon's filing of a voluntary petition in bankruptcy, or the assignment of all, or substantially all, of Axon's assets for the benefit of Axon's creditors or the institution of proceedings in bankruptcy against Axon.

#### 8. <u>Results of Default by Axon</u>.

Upon the occurrence of an "event of default of Axon", and after fifteen (15) days' written notice from City, City, besides any other rights or remedies it may have, shall have the immediate right to remove all Axon persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Axon. Should City elect to re-enter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Right of Entry Agreement in its sole discretion and shall have the right to make alterations and repairs to said Premises and improvements. Axon shall be liable to City for all costs incurred to restore the Premises to its original condition as of the date of the effective date of this Right of Entry Agreement, reasonable wear and tear excepted.

#### 9. <u>Nonwaiver of Defaults</u>.

The waiver by City of any breach by Axon of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition of this Agreement. No term, covenant or condition hereof can be waived except by the written consent of City and forbearance or indulgence by City, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Axon to which the same may apply, and until complete performance by Axon of the term, covenant or condition, City shall be entitled to revoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.

#### 10. <u>Rights Upon Termination</u>.

If Axon is not in default hereunder, Axon shall have the right to remove only the trade fixtures which Axon may have placed or installed upon the Premises during the term of this Agreement; provided, however, that upon said removal, Axon shall repair, at the own expense of Axon, any damage resulting therefrom. The term "trade fixtures" means those improvements, other than structures or structural modifications installed by Axon, used for the conducting of business by Axon and which can be removed without interference or damage to structures.

#### 11. <u>Mediation/Arbitration</u>.

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this Agreement, including, but not limited to, breach thereof shall be decided under this Section 11 pursuant to mediation, and if necessary, arbitration.

# A. <u>Mediation</u>.

(1) Any Mediation/Arbitration Dispute shall be referred to mediation before, and as a condition precedent to, the initiation of any arbitration proceeding.

(2) The parties shall submit any Mediation/Arbitration Dispute to an impartial neutral mediator selected by mutual consent of the parties. In the event the parties cannot agree on the selection of a mediator, the Mediation/Arbitration Dispute shall be referred to JAMS/Endispute, a professional mediation service. The parties shall equally bear the cost of mediation fees, subject only to the exception set forth in the next paragraph.

(3) If during the mediation a party ("offering party") makes a written offer of compromise to another party which is not accepted by such party ("refusing party") and the refusing party fails to obtain a more favorable result through arbitration, the refusing party shall pay the offering party all costs and expenses, including reasonable attorney fees and the cost of the mediator and arbitrator, incurred from the time the offer is refused.

### B. <u>Arbitration</u>.

(1) A Mediation/Arbitration Dispute which is not resolved through mediation, as set forth above, shall be decided by neutral, binding arbitration and not by administrative proceeding or court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules governing the conduct of arbitration proceedings set forth in the California Code of Civil Procedure and the California Rules of Court. The parties may agree in writing to use different rules. The parties shall have the right to discovery in accordance with the provisions of the California Code of Civil Procedure. Judgment on any award of the arbitrator may be confirmed and entered by the court as provided for by California law.

(2) An arbitrator may be selected by mutual consent of the parties. If the parties cannot agree on selection of an arbitrator within fifteen (15) days from the date either party first requests arbitration, an arbitrator familiar with handling similar disputes shall be appointed by JAMS/Endispute. The cost of the arbitrator, arbitration costs and attorney fees shall be borne by the parties as may be determined by the arbitrator.

(3) Any demand for arbitration must be made in writing to the other party. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim is barred by the applicable statute of limitations.

(4) The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Agreement.

(5) The arbitrator shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California or the Federal District Court of the Eastern District of California. The arbitrator

shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrator's decision. The arbitrator shall not have the power to commit errors of law or legal reasoning and the award of the arbitrator shall be vacated or corrected for any such error or any other grounds specified in Code of Civil Procedure Section 1286.2 or Section 1286.6. The award of the arbitrator shall be mailed to the parties no later than 30 days after the close of the arbitration hearing. The provisions of the California Evidence Code shall apply to the arbitration hearing. The arbitration proceedings may be recorded by a certified shorthand court reporter. The party requesting a reporter shall pay for the reporter and if both sides request a reporter, the cost of the reporter shall be divided equally. Written transcripts of the proceedings may be prepared at the request of a party. A party requesting a transcript shall pay for the cost thereof.

#### 12. <u>Consent Not to be Unreasonably Withheld.</u>

Whenever the consent, approval or permission is required hereunder by either Axon or City, such consent, approval or permission is not to be unreasonably withheld, unless expressly provided otherwise hereunder.

#### 13. <u>Relationship Between the Parties</u>.

City is neither a joint venturer with nor a partner or association of Axon with respect to any matter provided for in this Agreement. Nothing herein contained shall be construed to create any such relationship between the parties or to subject City to any obligation of Axon hereunder.

#### 14. <u>Time of the Essence</u>.

Time is of the essence of this Agreement.

### 15. <u>Right of Entry Agreement Made in California.</u>

This Right of Entry Agreement has been made and shall be construed in accordance with the laws of the State of California. All duties, obligations and liabilities of City and Axon with respect to the Premises are expressly set forth herein and this Agreement can only be amended in writing.

#### 16. <u>Headings</u>.

The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Agreement.

#### 17. <u>Notices</u>.

All notices to be given hereunder shall be in writing and shall be deemed given when received in the United States mail, postage prepaid, certified or registered, addressed as follows, or to such other address as from time to time may be designated by a party by written notice to the other parties:

To City:	City of Lathrop Office of the City Clerk 390 Towne Centre Drive Lathrop, CA 95330
With Copy:	City of Lathrop Office of the City Attorney 390 Towne Centre Drive Lathrop, CA 95330
To Axon:	Axon Enterprises, Inc. 17800 N 85 th St. Scottsdale, Arizona 85255
With Copy:	San Joaquin County Sheriff's Office 7000 Michael Canlis Boulevard French Camp, CA 95231

#### 18. <u>Successors and Assigns</u>.

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

CITY OF LATHROP, a municipal corporation of the State of California

Axon Enterprise Inc:

By:_

Name:Stephen J. SalvatoreIts:City Manager

DocuSigned by: By:

VP, Assoc. General Counsel

Name: Robert Driscoll

Its:

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:

Name:Salvador NavarreteIts:City Attorney

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# SCOPE OF WORK

#### EXHIBIT "A"

∟XHIBIT "A"



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States Phone: (800) 978-2737

SHIP TO Ryan Biedermann San Joaquin County – City of Lathrop Attn: Tony Fernandes 390 Towne Centre Dr Lathrop, CA 95330 US

#### **BILL TO**

San Joaquin County – City of Lathrop 7000 Michael Canlis Boulevard French Camp, CA 95231 US

#### Q-257010-44131.906MH

Issued: 10/27/2020

Quote Expiration: 12/31/2020

Account Number: 501899

Payment Terms: Net 30 Delivery Method: Fedex - Ground

#### SALES REPRESENTATIVE

Megan Hardisty Phone: 480-253-7854 Email: mhardisty@axon.com Fax:

PRIMARY CONTACT Ryan Biedermann Phone: (209) 468-4400 Email: rbiedermann@sjgov.org

#### Year 1

item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				1	
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	1,750.00	3,500.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		3	1,500.00	1,500.00	4,500.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		6	1,188.00	1,188.00	7,128.00
Hardware					1	
74116	INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED		3	121.00	210.00	630.00
50218	AXIS F41 COVERT MAIN UNIT - NON SER		6	595.00	297.50	1,785.00
50118	LOUROE DV-ML MICROPHONE		6	196.50	196.50	1,179.00
50294	AXON INTERVIEW LITE SERVER		2	1,950.00	1,950.00	3,900.00
50268	POS-X TP6 TOUCH PANEL W/4GB RAM		3	1,600.00	1,600.00	4,800.00
74056	TOUCH PANEL WALL MOUNT		3	64.00	64.00	192.00
50267	AXIS A9188 Network I/O Relay Module		2	500.00	500.00	1,000.00
50258	AXIS T98A15-VE SURVEILLANCE CABINET		2	325.00	325.00	650.00
50265	PANEL MOUNT LED, 24VDC - RED		2	30.00	30.00	60.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		3	1,297.00	1,297.00	3,891.00
50114	AXIS F1025 SENSOR UNIT		6	370.00	185.00	1,110.00
74059	MOTION SENSOR ENCLOSURE – COVERT CAMERA		3	135.00	135.00	405.00

# Year 1 (Continued)

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b> 85170	INTERVIEW ROOM, INSTALL AND SETUP		3	2,500.00	2,500.00	7,500.00
				Subtotal	42,230.00	
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	42,230.00

#### Year 2

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages				1	
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

# Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

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# Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

# Year 5

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		6	1,188.00	1,188.00	7,128.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		3	300.00	300.00	900.00
					Subtotal	8,728.00
					Estimated Tax	0.00
					Total	8,728.00

Grand Total 77,142.00



# Discounts (USD)

Quote Expiration: 12/31/2020

Total	77,142.00	
Discounts	2,628.00	
List Amount	79,770.00	

*Total excludes applicable taxes

# **Summary of Payments**

Payment Amount (US	
Year 1	42,230.00
Year 2	8,728.00
Year 3	8,728.00
Year 4	8,728.00
Year 5	8,728.00
Grand Total	77,142.00

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# STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

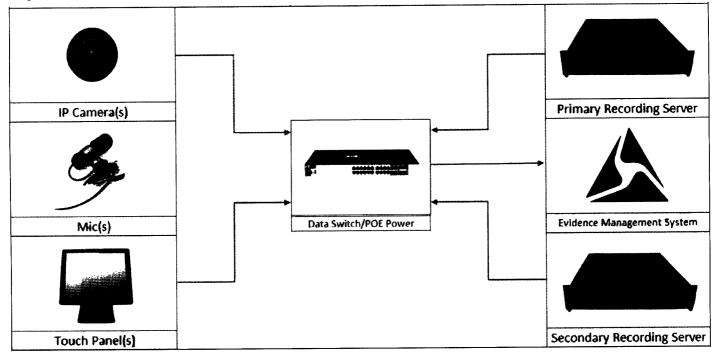
This document details a proposed system design

Agency Created For: San Joaquin County - City of Lathrop

Sold By:	Megan Hardisty
Designed By:	Jason South
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	03/01/2021

# AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



# AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

	6	Camera(s)	Locations		
			Locadons	# Rooms	
(	6	Covert Enclosure(s)	Headquarters - 940 River Islands Pkwy	3	
(	6	Microphone(s)			
		Injector(s)			
Total Switches					
	1	POE Switch(es)			
Total Servers					
:	2	Server(s) (customer-provided included)			
Total Touch Pa	anels	5			
:	3	Touch Panel(s) (virtual not included)			
:	3 Wall Mount(s)				
Total Camera C	Conf	igurations			
:	2	I/O Box(es)			

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# INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

# **Network Considerations**

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.			
	Each Recording Server must be given a static IPv4 network address that is routable across the network.			
network requirements	Each IP Camera must be given a static IPv4 network address that is routable across the network.			
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.			
	Network Device	Static IPs	Total IPs	
	Qty of IP Cameras	6		
Network Addressing	Qty of Touch Panels	3	13	
	Qty of Recording Servers	2		
Data Switch Provisioning	This install will require POE data switches at each location.			
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.			
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP			
	Customer IT staff will configure all switches with proper network configuration.			

# Metadata Tags

<b>Aetadata Tagging</b> The system will collect metadata information prior to, and after, the interview recording proces Interviewer Name, Interviewee Name, Case Number).			
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)		
Customer Provided Items Customer to provide preferred metadata fields.			
Axon Provided Items	ed Items Axon to facilitate the creation of metadata fields.		

# **NETWORK CONFIGURATION DETAILS**

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

#### **Network Configuration Details**

Evidence Management System	Evidence.com
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

# Training

Application Package	<ul> <li>This solution will include on-site application training covering:</li> <li>Touch panel overview</li> <li>Initiating interview wizard</li> <li>Entering metadata</li> <li>Controlling the interview process</li> <li>Closing an interview</li> <li>Evidence.com functionality</li> </ul>	
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# Additional General Deal Notes

Notes		

LOCATION DETAILS: Headquarters - 940 River Islands Pkwy The following sections detail the configuration of the Axon Interview recording system at HEADQUARTERS - 940 RIVER ISLANDS PKWY

Location Name	Headquarters - 940 River Islands Pkwy

# **Cable Considerations**

	Customer will	Customer will install the networking cables using a Cat6e Cable.	
Cabling Runs	14	cable runs are required for this installation.	
	8 110v power outlets are required for this installation (Customer Responsibility).		
Cabling Requirements	8 110v power outlets are required for this installation (Customer Responsibility). All Devices: Network cabling must be provided for the following devices: • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch		

# Servers, Switches, Touch Panels

Servers	Axon Interview Lite Server	Quantitu	1
	Axon Interview Lite Server	Quantity:	
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch		1
		Quantity:	
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	2		

Notes		

# **ROOM DETAILS: Interview 1**

The following sections detail the configurations specific to INTERVIEW 1

Location Name	Headquarters - 940 River Islands Pkwy
Room Name	Interview 1

# **Camera Configuration**

Camera 1	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic	
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic	
Recording Activation	Recording will be triggered via Touch Panel	
External Recording-In- Progress Visual	Recording will be triggered LED	
Wall Configuration	Drywall	
Ceiling Configuration	Standard Tile	

Notes
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# **ROOM DETAILS: Interview 2**

The following sections detail the configurations specific to INTERVIEW 2

Location Name	Headquarters - 940 River Islands Pkwy
Room Name	Interview 2

# **Camera Configuration**

Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic		
Camera 2	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic	
Recording Activation	Recording will be triggered via Touch Panel	
External Recording-In- Progress Visual	Recording will be triggered LED	
Wall Configuration	Drywall	
Ceiling Configuration	Standard Tile	

Notes	

# **ROOM DETAILS: Interview 3 - Holding Area** The following sections detail the configurations specific to INTERVIEW 3 - HOLDING AREA

Location Name	Headquarters - 940 River Islands Pkwy
Room Name	Interview 3 - Holding Area

# **Camera Configuration**

Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic		
Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Thermostat Enclosure Mic: Louroe Tamper Proof Mic		
Recording Activation	Recording will be triggered via Touch Panel	
External Recording-In- Progress Visual	N/A	
Wall Configuration	Cinder Block	
Ceiling Configuration	Metal Security Tile	

Notes	
notes	ľ

# Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties. Tax is subject to change at order processing with valid exemption.

# **Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <u>www.axon.com/legal/sales-terms-and-conditions</u>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	 Date:		
Name (Print):	 Title:		
PO# (Or write N/A):			

Please sign and email to Megan Hardisty at mhardisty@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

	***Axon Internal Us	e Only***	
		SFDC Contract #:	
		Order Type: RMA#: Address Used:	
Review 1	Review 2	SO#:	
Comments:			

Protect Life.

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

# INFORMATION TECHNOLOGY PROFESSIONAL OFFSITE DATA BACKUP AND DISASTER RECOVERY SERVICES

# **RECOMMENDATION:** Adopt Resolution Approving Lease Agreement with HP Integrated Financial Services for Professional Offsite Data Backup and Disaster Recovery Services Provided by Solid Networks

# SUMMARY:

The City has been using offsite data backup and disaster recovery services for the past twelve years. Backing up data is an essential business process for the proper operation of data in today's digital environment. These services are crucial for protecting the City's business continuity in the event of data loss, security breach, or natural disaster. With the emergence of new information technologies, persistent high security threats, and the stark reality of financial loss in the event of a data breach, staff continuously evaluates more efficient and cost effective solutions for the City.

As part of the ongoing evaluation of data solutions, staff requested quotes from authorizes professional companies for the renewal of ongoing offsite data backup and disaster recovery services. The City received the following four (4) proposals:

	Vendor	Quote
1	Solid Networks	\$106,454.00
2	General Datatech LP	\$112,157.52
3	ePlus Technologies	\$116,545.52
4	Entisys 360	\$134,406.90

Solid Networks provided the lowest cost proposal for \$106,454.00. This provides the necessary equipment, installation services, and secure cloud storage. In order to contract with Solid Networks, the City would enter into a lease agreement with HP Integrated Financial Services attached without details to avoid disclosing confidential network security details. This lease would allow the City to pay monthly installments at 0%, instead of the full cost upfront.

Tonight, staff is requesting Council consider the attached resolution approving the lease agreement with HP Integrated Financial Services for the Solid Network professional installation, equipment, and maintenance services. This lease agreement would increase the City's current off-site data backup storage performance, disaster recovery, and security at a lower cost.

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING LEASE AGREEMENT WITH HP INTEGRATED FINANCIAL SERVICES

# **BACKGROUND:**

In past twelve years, the City has been using offsite data backup and disaster recovery services. Backing up data is an essential business process for the proper operation of data in today's digital environment.

These services are crucial for protecting the City's business continuity in the event of data loss, security breach, and or natural disaster. The current system has served its full shelf life and purpose. Due to the emergence of new and more efficient information technologies, persistent high security threats, and the stark reality of financial loss in the event of a data breach, staff has evaluated different and more efficient solutions for the City.

As part of the ongoing evaluation of data solutions, staff requested quotes from authorized professional companies for the renewal of ongoing offsite data backup and disaster recovery services. The City received the following four (4) proposals:

	Vendor	Quote
1	Solid Networks	\$106,454.00
2	General Datatech LP	\$112,157.52
3	ePlus Technologies	\$116,545.52
4	Entisys 360	\$134,406.90

These solutions also come recommended and reviewed from other local agencies with similar security needs as Lathrop. Solid Networks provided the lowest cost proposal for the sum of \$106,454.00. This proposal provides the necessary equipment, professional installation services, and secure cloud storage. In order to contract with Solid Networks, the City would enter into a lease agreement with HP Integrated Financial Services. This lease would allow the City to pay monthly installments at 0%, instead of paying the full cost upfront.

# **REASON FOR RECOMMENDATION:**

Staff is requesting Council consideration of the attached resolution approving the lease agreement with HP Integrated Financial Services for the Solid Network professional installation, equipment, and maintenance services. Approval of said lease agreement would increase the City's current off-site data backup storage performance, disaster recovery, and security at a lower cost.

# FISCAL IMPACT:

Lease Terms: 36 months, \$2,957.05 per month, at 0% interest rate. The terms include a \$1.00 buyout at the end of the 36 months lease. The equipment will provide adequate off-site data backup for the City for the next three (3) years. Funds for this lease agreement are currently available in the FY 20-21 Information Technology approved budget.

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING LEASE AGREEMENT WITH HP INTEGRATED FINANCIAL SERVICES

# **ATTACHMENTS:**

A. Resolution Approving Lease Agreement with HP Integrated Financial Services for Professional Offsite Data Backup and Disaster Recovery Services Provided by Solid Networks

# **APPROVALS:**

Λ Tony Fernandes

**Chief Information Officer** 

12-8-2020

Date

Cari Jamés Finance & Administrative Services Director

Salvador Navarrete City Attorney

toto

Stephen Salvatore City Manager

ZORD

Date

12-8.2020

Date

12.8.2020

Date

# **RESOLUTION NO. 20-**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A LEASE AGREEMENT WITH HP INTEGRATED FINANCIAL SERVICES FOR PROFESSIONAL OFFSITE DATA BACKUP AND DISASTER RECOVERY SERVICES PROVIDED BY SOLID NETWORKS

**WHEREAS,** the City has been using offsite data backup and disaster recovery services for the past twelve years; and

**WHEREAS,** backing up data is an essential business process for the proper operation of data in today's digital environment; and

**WHEREAS,** these services are crucial for protecting the City's business continuity in the event of data loss, security breach, or natural disaster; and

**WHEREAS,** with the emergence of new information technologies, persistent high security threats, and the stark reality of financial loss in the event of a data breach, staff continuously evaluates more efficient and cost effective solutions for the City; and

**WHEREAS,** as part of the ongoing evaluation of data solutions, staff requested quotes from authorized professional companies for the renewal of ongoing offsite data backup and disaster recovery services; and

**WHEREAS,** the lowest cost proposal was provided by Solid Networks for a sum of \$106,454.00, for all necessary equipment, professional installation services, maintenance and secure cloud storage; and

**WHEREAS,** in order to contract with Solid Networks, the City may enter into a lease agreement with HP Integrated Financial Services to allow the City to pay monthly installments at 0% interest rate, instead of paying the full cost upfront.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop authorizes the City Manager to execute all necessary documents and lease agreement with HP Integrated Financial Services for the Solid Network equipment, professional installation, maintenance, and secure cloud storage services for 36 months, at a cost of \$2,957.05 per month at 0% interest rate.

Resolution No. 20-

The foregoing resolution was passed and adopted this 14th day of December 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST

**APPROVED AS TO FORM:** 

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

Resolution No. 20-

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, Hewlett-Packard Financial Services Company. Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

CUSTOMER INFORMATION	Lessee Name City of Lathrop				Tax ID #	
				Lease 555569	90429USA1	
	390 Towne Centre Drive Lath	rop, CA 95330, UNITED S	TATES Ph	one No.	Schedule 555	5690429USA1
SUPPLIER INFORMATION	Hewlett-Packard Company			Phone No.	Fax No.	
	3800 Quick Hill Road Bldg 2, Suite 100 Austin, TX 78728			Contact Name:		
EQUIPMENT DESCRIPTION	Quantity		Make/Model Quote #: 005814			Each/Extension 106,454.00
TERM AND LEASE PAYMENT	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Che	ick one)	Plus Applicable
SCHEDULE	36 months	\$2,957.05	N/A	∏Advance ⊠Arrears		Taxes and Insurance
	Additional Provisions		Total Cash Price	Payment Frequency (Cl	neck one)	
			\$106,454.00	☐Quarterly ☐SemiAnnua ☐Other	ł	
			Annual Rate of Interest N/A	Latest Commenceme February 28, 2		

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

### PART II

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT between you and us in connection with the Equipment and MERGES ANY OTHER UNDERSTANDING. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. This lease can be neither canceled nor modified except by a written agreement signed by both parties.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) you have selected the equipment and specifications, and the equipment will meet your needs; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments

being includible in gross income for federal income tax purposes; (e) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS. OUR AGENTS OR EMPLOYEES: (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (I) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries

wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the internal Revenue Service, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTARILITY OR FITNESS FOR A PARTICILLAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE. ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY. Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. WE MAY, AT OUR OPTION ASSIGN OUR RIGHTS AND INTERESTS UNDER THIS LEASE WITH NOTICE TO YOU BUT WITHOUT YOUR CONSENT. You agree that our assignee will have the same rights and remedies that we have now. You agree that the rights of our assignee will not be subject to claims, defenses, or setoffs that you may have against us. You agree that we are not an agent of our assignee and that we have no affiliation with such assignee except for such assignment. You stipulate that any such assignment by us shall not materially change your duties, obligations or risks under this Lease. You agree to acknowledge each such assignment in writing if so requested and keep a complete and accurate record of all such assignments in a manner that complies with §149 of the Code, and the regulations promulagated thereunder.

10. OWNERSHIP AND TITLE, You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11. OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, whe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance

13. INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION. When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease. 15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankrupt or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. RELEASES. To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

# BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

### HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

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City of Lathrop

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Authorized Signature

Print Name & Title

Date

Authorized Signature

Print Name & Title

Х

Date

## CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of the City of Lathrop (the "Customer"), a political subdivision or agency or department of the State of California and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this _____ day of _____, 20__.

Certifier's Signature [To be executed by person other than individual executing above lease.]

Print Name

Print Title

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# CITY MANAGER'S REPORT DECEMBER 14, 2020, CITY COUNCIL REGULAR MEETING

ITEM:	APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4055 VILLAGE "DD" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS
RECOMMENDATION:	Adopt Resolution Approving Final Map for Tract 4055 Village "DD" within the Lakeside West District, Totaling 42 Single Family Lots, CFD Annexation No. 15, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

# SUMMARY:

The proposed Final Map for Tract 4055 will be the second and final tract map within the Village "DD" area. Pulte Homes is proposing forty-two (42) 50' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4055, Village "DD", Annexation No. 15 of the City of Lathrop Community Facilities District (CFD) 2013-1, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

# BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4055 is within the geographic boundaries of VTM 3694 and Stage 2B.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The total cost of the improvements for Village "DD" is \$2,931,348, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4055 that guarantee the unfinished improvements for Village "DD" in the amount of:

# CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020, CITY COUNCIL REGULAR MEETING APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SIA FOR 42 LOTS IN TRACT 4055 VILLAGE "DD" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$841,280
Performance Bond (120% of Unfinished Improvements):	\$1,009,540
Labor & Materials Bond (50% of Performance Bond)	\$504,770

The SIA for Tract 4055 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements ("Off-site Agreement") that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4055, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village "DD" will need to be annexed into the four different Community Facilities Districts (CFD's) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). Approval of CFD 2013-1 City of Lathrop Annexation No. 15 is pending with Council item. CFD 2013-1 Island RD 2062 Annexation No. 14, and CFD 2013-1 RIPFA Annexation No. 14 and CFD 2020-1 RIPFA Annexation No. 2 are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

River Islands must satisfy the Escrow Instructions, included as Attachment "D", to guarantee the payment of all fees and execution of the documents related to the SIA.

# **REASON FOR RECOMMENDATION:**

River Islands has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Do	cuments	Status
1.	Final Map ready for signature	Completed
2.	Subdivision Improvement Agreement	Completed
3.	Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
5.	Street Improvement, Landscape, Light & Joint Trench	Completed
6.	Geotechnical Report	Completed

# CITY MANAGER'S REPORT PAGE 3 DECEMBER 14, 2020, CITY COUNCIL REGULAR MEETING APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SIA FOR 42 LOTS IN TRACT 4055 VILLAGE "DD" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

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7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Village X -Annexation No. 15 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

# FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

# ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4055 Village "DD" within the Lakeside West District, Totaling 42 Single Family Lots, City of Lathrop CFD Annexation No. 15, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Village "DD" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4055, Village "DD"
- D. Escrow Instructions for Final Map Tract 4055 Village "DD"

**CITY MANAGER'S REPORT** PAGE 4 **DECEMBER 14, 2020, CITY COUNCIL REGULAR MEETING** APPROVAL OF FINAL MAP, CFD ANNEXATION, AND SIA FOR 42 LOTS IN TRACT 4055 VILLAGE "DD" WITHIN LAKESIDE WEST DISTRICT OF RIVER **ISLANDS** 

# **APPROVALS**

Brad Taylor Associate Engineer

Glenn Gebhardt **City Engineer** 

Michael King Public Works Director

FOR C.J. Cari James

Finance & Administrative Services Director

Salvador Navarrete **City Attorney** 

2

Stephen J. Salvatore City Manager

12/2/2020 Date 12/2/2020

12/3/2020 Date

12/3/20 Date

12-3-2020

Date

12.7.2020 Date

# **RESOLUTION NO. 20-**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4055 VILLAGE "DD" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 42 SINGLE FAMILY LOTS, CITY OF LATHROP CFD ANNEXATION NO. 15, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

**WHEREAS**, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

**WHEREAS**, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

**WHEREAS**, the land for the proposed Final Map for Tract 4055 is within the geographic boundaries of VTM 3694 and Stage 2B; and

**WHEREAS**, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

**WHEREAS**, performance and labor & material securities were provided with the SIA for Tract 4055 that guarantee the unfinished improvements for Village "DD" in the amount as follows; and

Unfinished Improvement Total:	\$841,280
Performance Bond (120% of Unfinished Improvements):	\$1,009,540
Labor & Materials Bond (50% of Performance Bond)	\$504,770

**WHEREAS**, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

**WHEREAS**, Village "DD" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2013-1 City of Lathrop Annexation No. 15. CFD 2013-1 Island RD 2062 Annexation No. 14, and CFD 2013-1 RIPFA Annexation No. 14 and CFD 2020-1 RIPFA Annexation No. 2 are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

**WHEREAS**, River Islands Stage 2B must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves and accepts the following actions:

- 1. The Final Map for Tract 4055 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
- 2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2B, LLC, Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 15 (River Islands Public Services and Facilities) in substantially the form as attached to the December 14, 2020 staff report, the file executed copy will be filed with the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14th day of December 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

# **APPROVED AS TO FORM:**

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

# ATTACHMENT B VILLAGE JJ VILLAGE NN-1 Ν LAKE 12 VILLAGE EE-2 5 VILLAGE EE-1 VILLAGE OO AGE **VILLAGE Z** Ş SCHOOL VILLAGE Y VILLAGE DD **VICINITY MAP** DECEMBER 2020

# SUBDIVISION IMPROVEMENT AGREEMENT

# BY AND BETWEEN THE CITY OF LATHROP AND

# RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

# FOR TRACT 4055 VILLAGE "DD" 42 RESIDENTIAL LOTS

# **RECITALS**

A. This Agreement is made and entered into this **14th day of December 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2B, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit "F") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

C. At its July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village "DD" area within Stage 2B of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 2

(Exhibit "G") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 42, 2019 deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4055. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4055 (Village "DD") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$841,280 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 4055 (Village "DD") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4055 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4055 and Village "DD" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4055 are required security as outlined in this Agreement is required.

**NOW THEREFORE** in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 3

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4055 that is conveyed to a private interest not associated with the transfer of title of Tract 4055 associated with the filing of Tract 4055 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4055, or December 14, 2021, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$293,130, equal to 10% of the estimated cost of the Improvements for the Village "DD" entire area (\$2,931,300) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 4055 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 42, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Somerston Parkway to Paradise Road.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair. Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4055 as included and described in Exhibit "E" of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit "E" ( $\$41,280 \times 120\% = \$1,009,540 - performance$  bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ( $\$1,009,540 \times 50\% = \$504,770$ ), also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, 13. commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 6

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4055.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 7

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP TRACT 4055
- EXHIBIT B TRACT 4055 AND VILLAGE "DD" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE
- EXHIBIT E: VILLAGE "DD" IMPROVEMENTS COST ESTIMATE
- EXHIBIT F: RIPFA LETTER OF GUARANTEE INTERIM PUBLIC ACCESS WITHIN THE STAGE 2B DEVELOPMENT AREA
- EXHIBIT G: RIPFA LETTER OF GUARANTEE RIVER ISLANDS PARKWAY WITHIN THE STAGE 2B DEVELOPMENT AREA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of December 2020, at Lathrop, California.

ATTEST: TERESA VARGAS City Clerk of and for the City of Lathrop, State of California CITY OF LATHROP, a municipal corporation of the State of California

BY:

Teresa VargasDateCity Clerk

BY:

Stephen J. Salvatore Date City Manager

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

BY:

12-3-2020

Date

Salvador Navarrete City Attorney Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 9

# SUBDIVIDER

River Islands Stage 2B, LLC a Delaware limited liability company

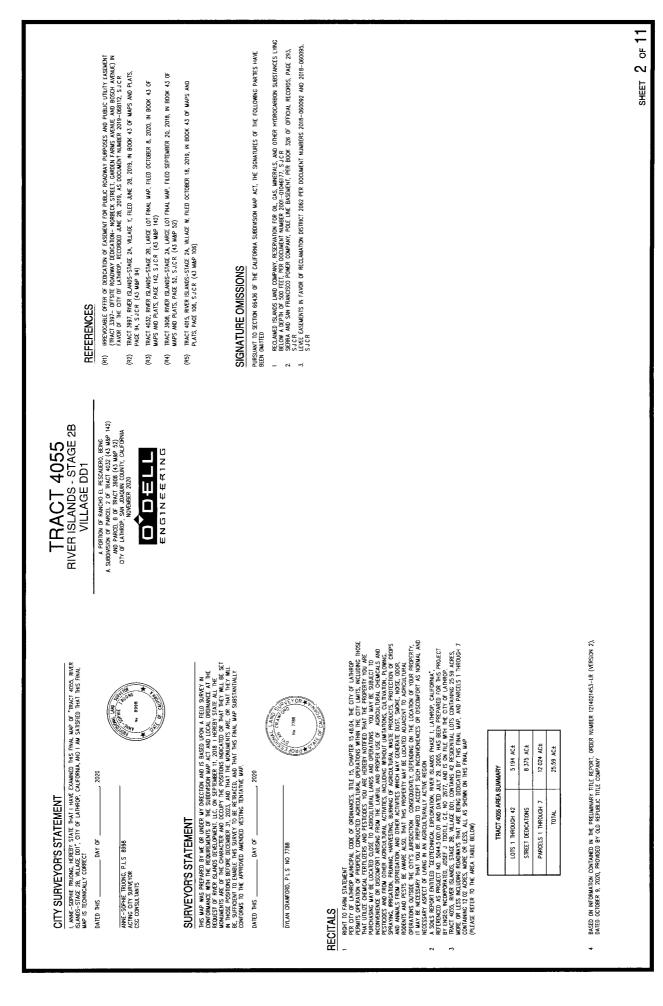
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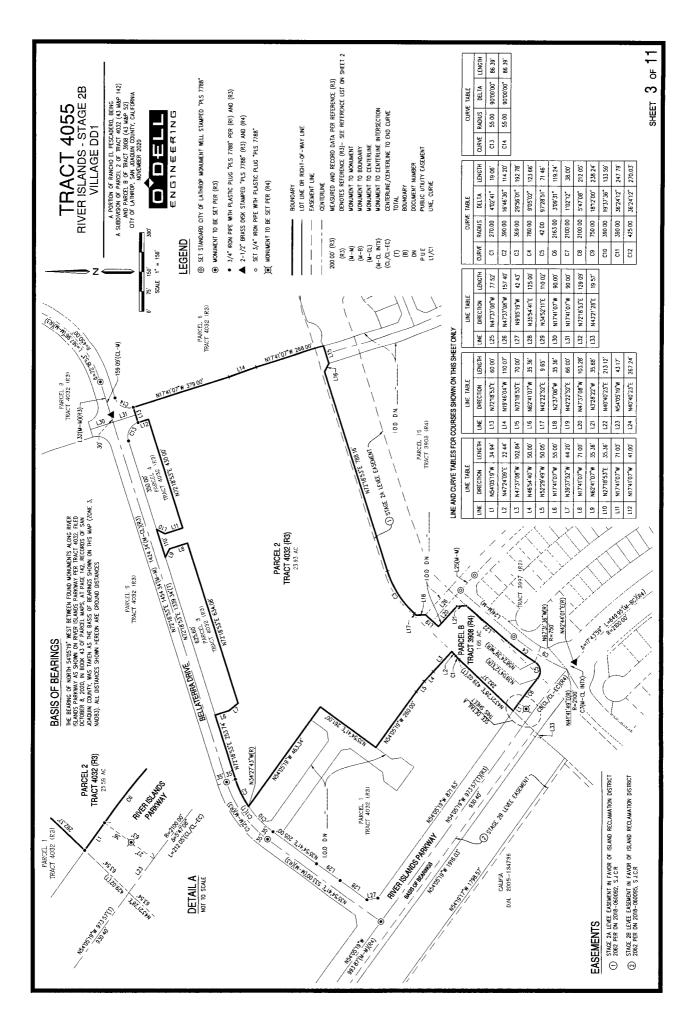
Susan Dell'Osso Date President Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 10

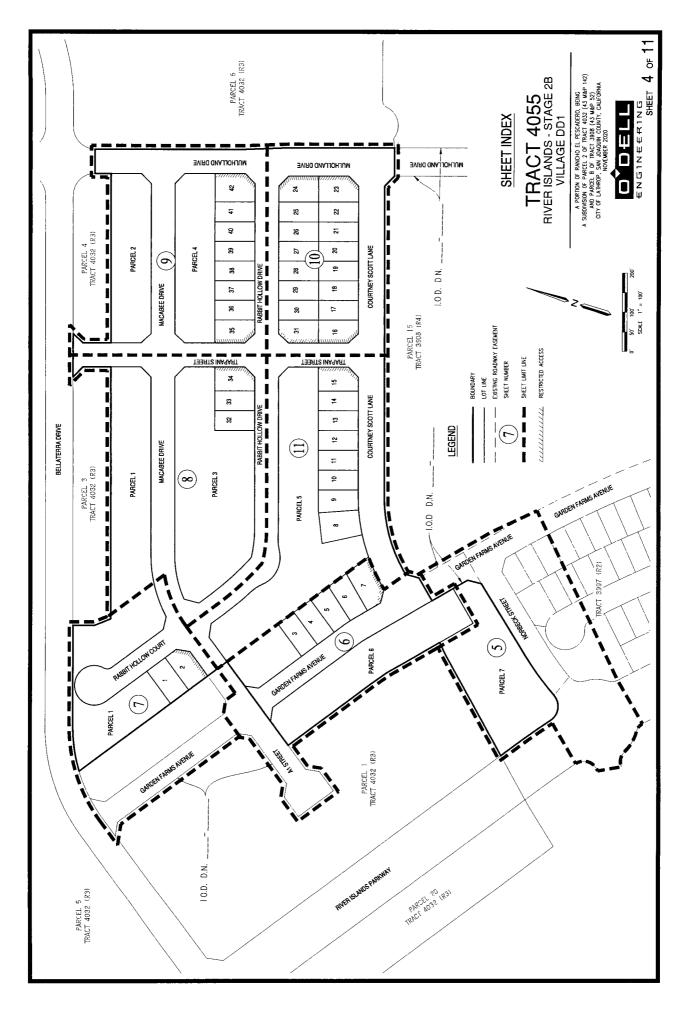
# EXHIBIT "A"

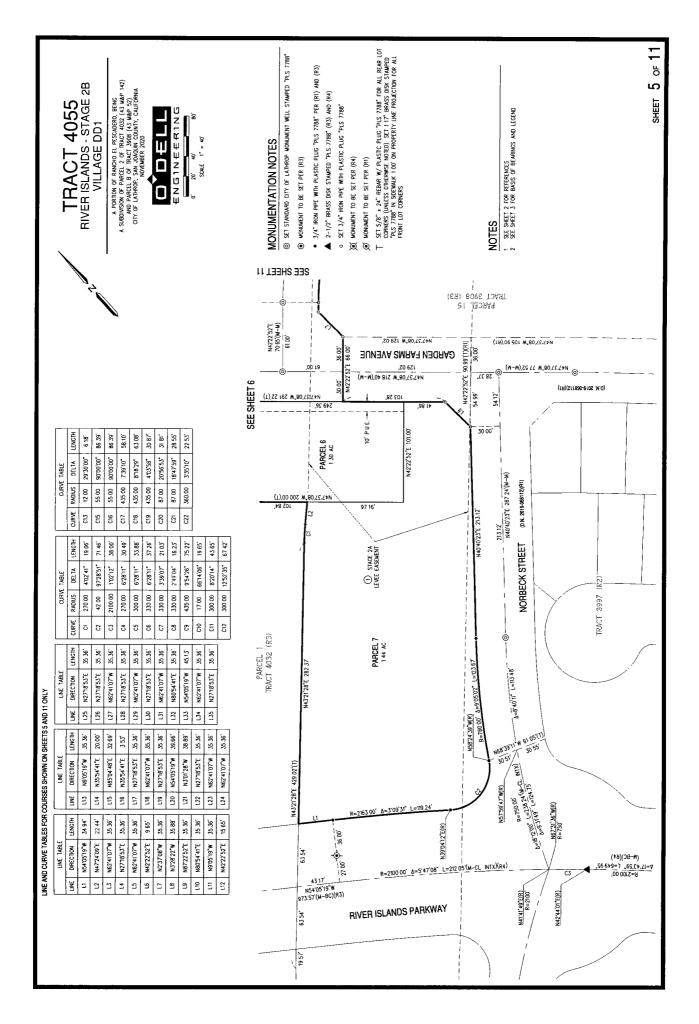
# FINAL MAP - TRACT 4055

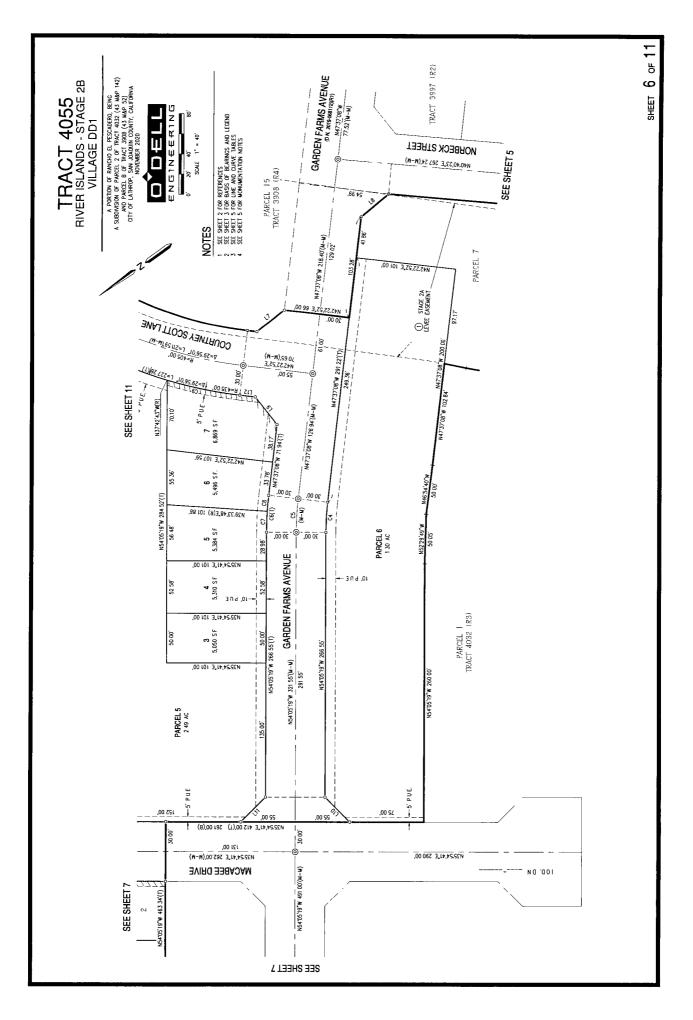
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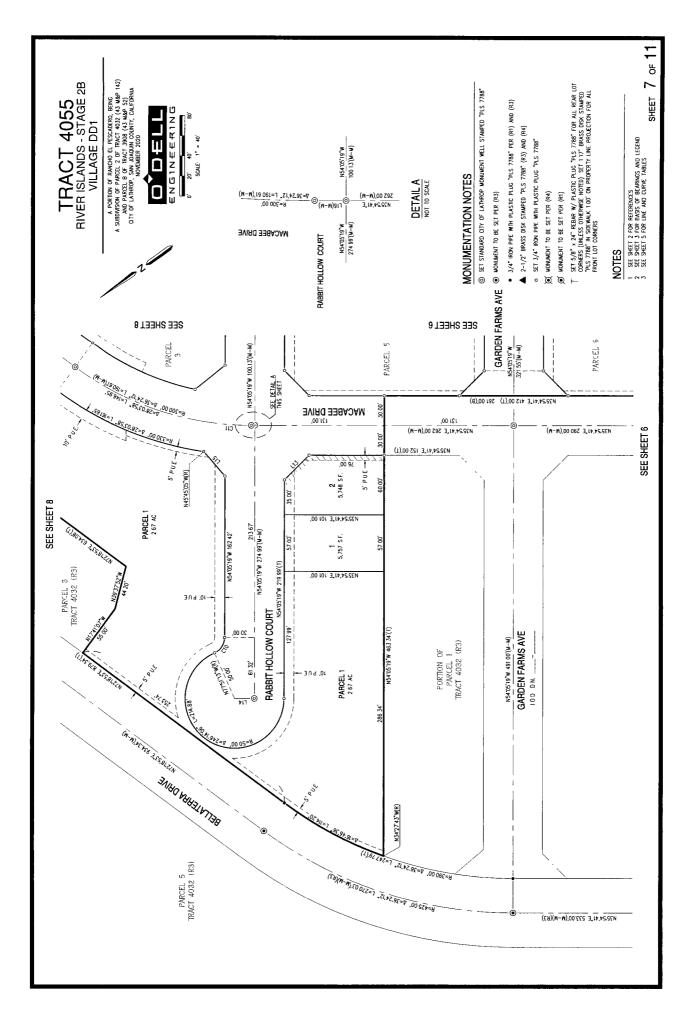


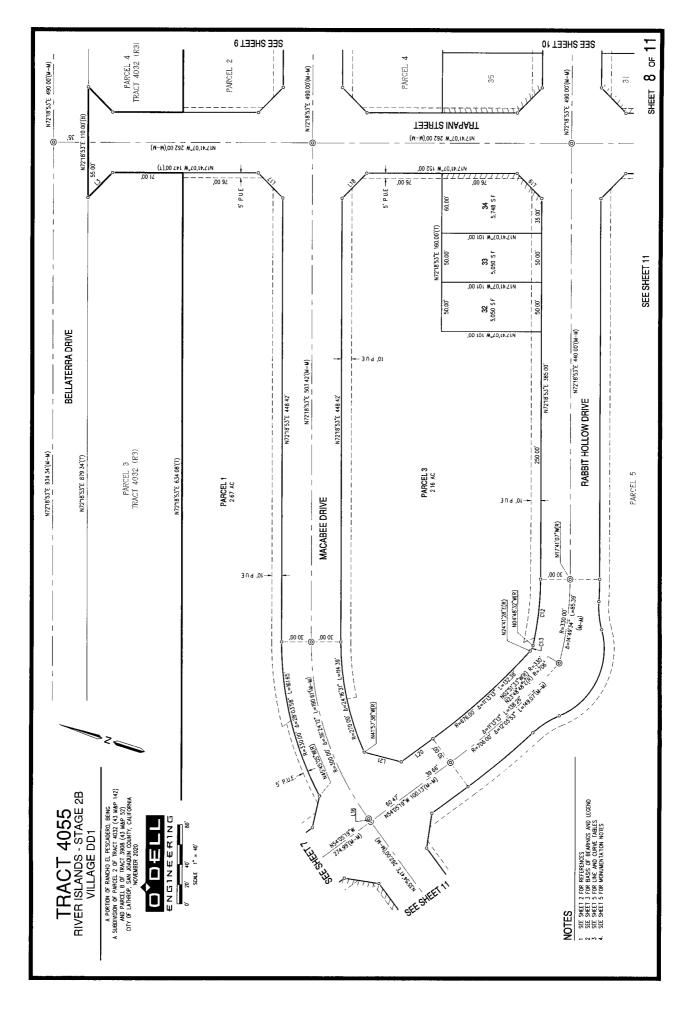


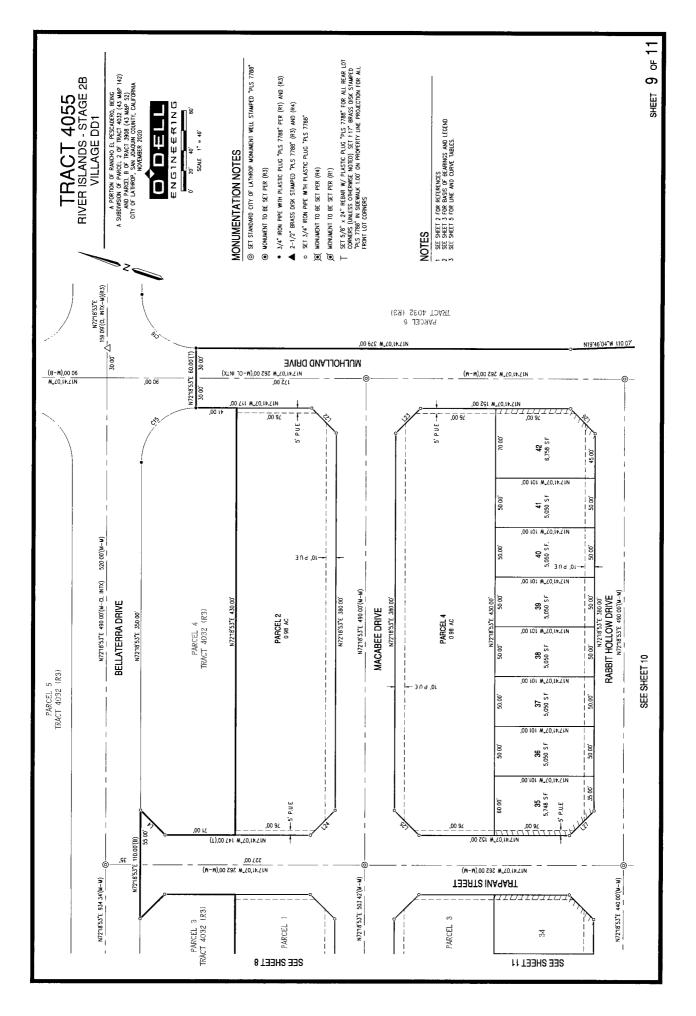


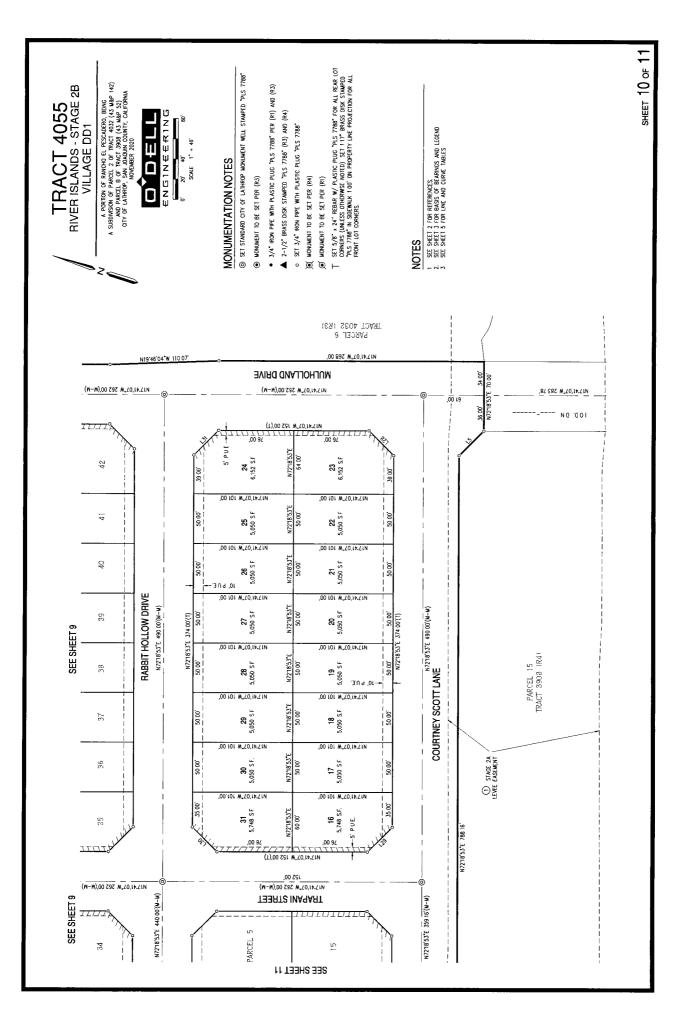


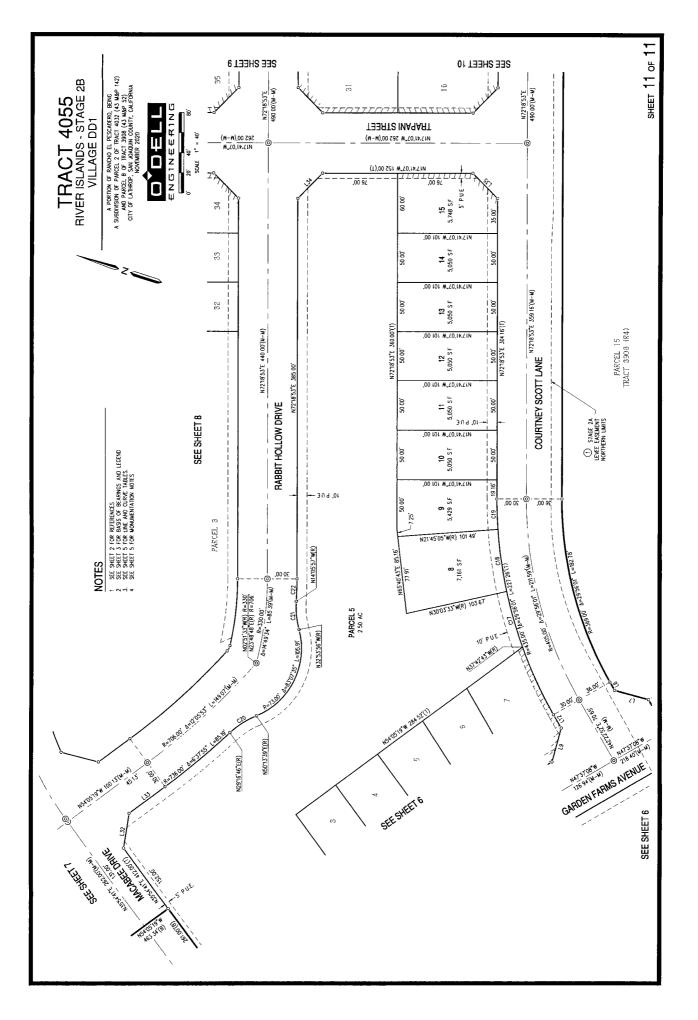










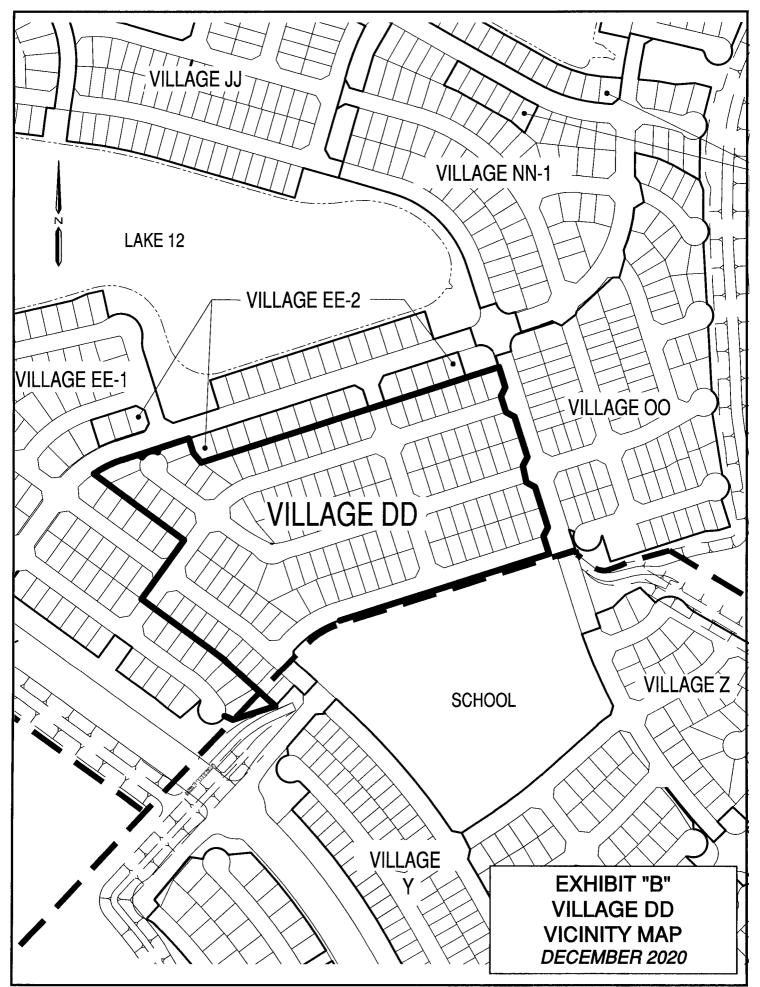


Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 11

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## EXHIBIT "B"

# TRACT 4055 AND VILLAGE "DD" AREA



### EXHIBIT "C"

## **CITY INSURANCE REQUIREMENTS**

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (42) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



# **CERTIFICATE OF LIABILITY INSURANCE**

Page 1 of 2

DATE (MM/DD/YYYY)
11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DESIGN OF A PARTMENTLY OF NEODUCES, AND THE CERTIFICATE HOLDER. THE CERTIFICATE INFORMATIVELY OF NEODUCES, AND THE CERTIFICATE HOLDER. THE CERTIFICATE INFORMATION IS MANDED, SUBJECT DIVERSING INFORMATION OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE HOLDER. THE CERTIFICATE INFORMATION IS MANDED, SUBJECT DIVERSING INFORMATION OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE HOLDER. THE CERTIFICATE INFORMATION IS MANDED, SUBJECT DIVERSING INFORMATION OF AN ODDITIONAL TIME OF SUBJECT DIVERSING INFORMATION OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE INFORMATION OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE INFORMATION OF AN ODDITIONAL TIME DESIGN TO THE CERTIFICATE ON ODDITION OF ANY ODDITIONAL TIME DESIGN TO THE CERTIFICATE ON ODDITION OF ANY OPENING TO THE CERTIFI						· · ···•			,	/23/2020		
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BATCH: 1895865

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Stage 2B, LLC	
		73 W Stewart Rd	
POLICY NUMBER		Lathrop, CA 95330	
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _______ FORM TITLE: Certificate of Liability Insurance

General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

#### **COMMERCIAL GENERAL LIABILITY CG 20 10 07 04** POLICY NUMBER: ATN-SF1811644P THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

#### This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown	above, will be shown in the Declarations.

additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1 Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

rty damage" occurring after:

1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional in-sured(s) at the location of the covered operations has been completed; or

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

### UNITED SPECIALTY INSURANCE COMPANY

### THIS ENDORSEMENT CHANGES THE POLICY -- PLEASE READ IT CAREFULLY

### USIC VEN 016 11 10 07

### Named Insured: River Islands Development, LLC Policy Number: ATN-SF1811644P

### PRIMARY AND NON-CONTRIBUTING INSURANCE (Third Party's Sole Negligence)

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

### Section IV: Commercial General Liability Conditions

- 4. Other Insurance:
  - d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

### UNITED SPECIALTY INSURANCE COMPANY

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### USIC VEN 078 03 11 07

#### Named Insured: River Islands Development, LLC Policy Number: ATN-SF1811644P

#### THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE**.

This endorsement modifies Conditions provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### SCHEDULE

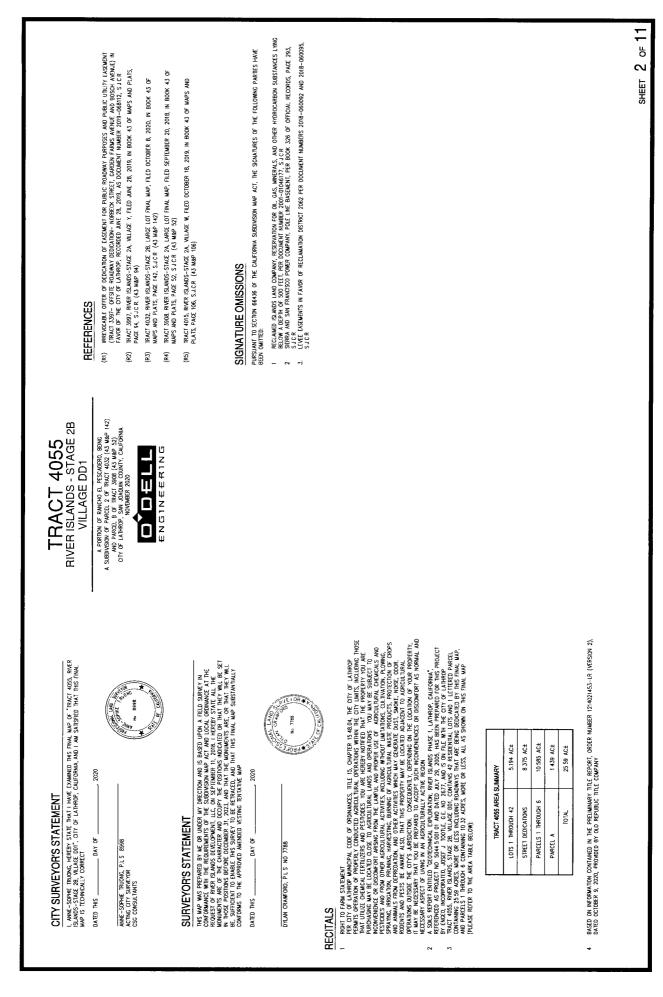
#### Name and Address of Other Person/Organization

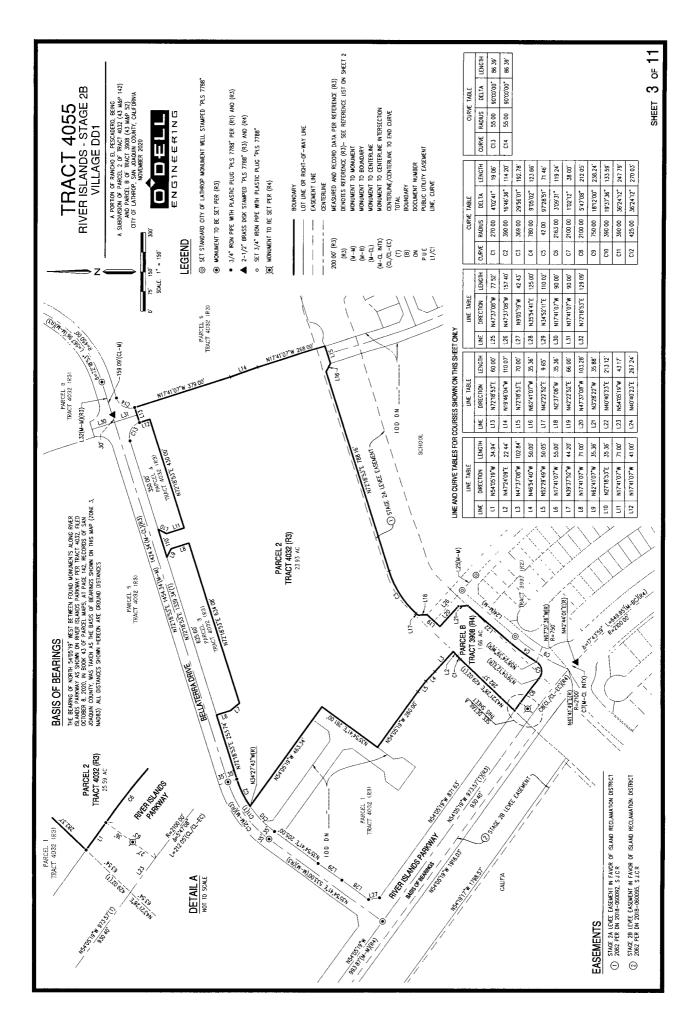
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330 Number of Days Notice

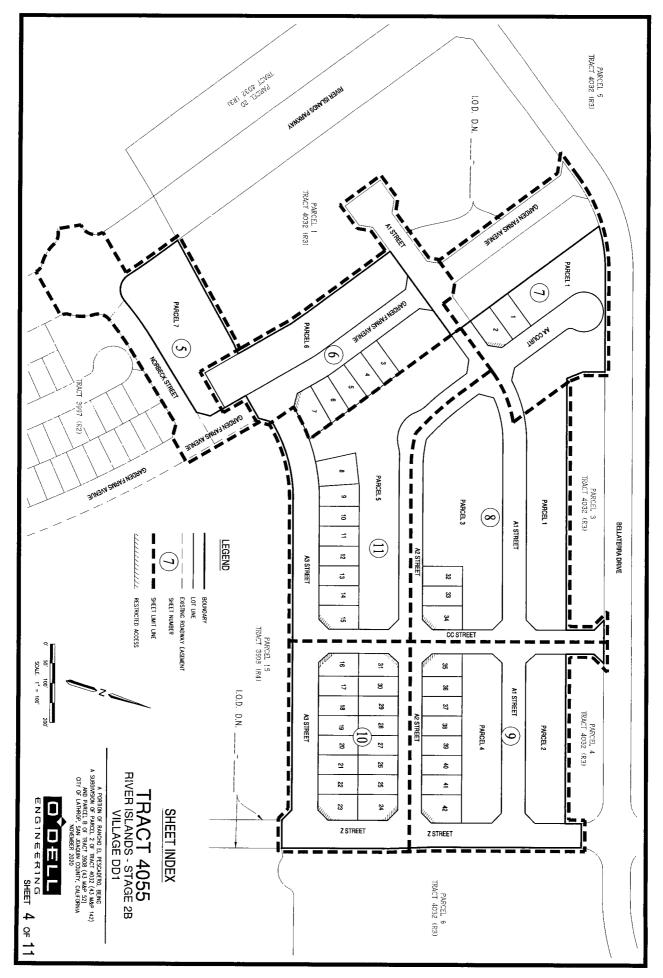
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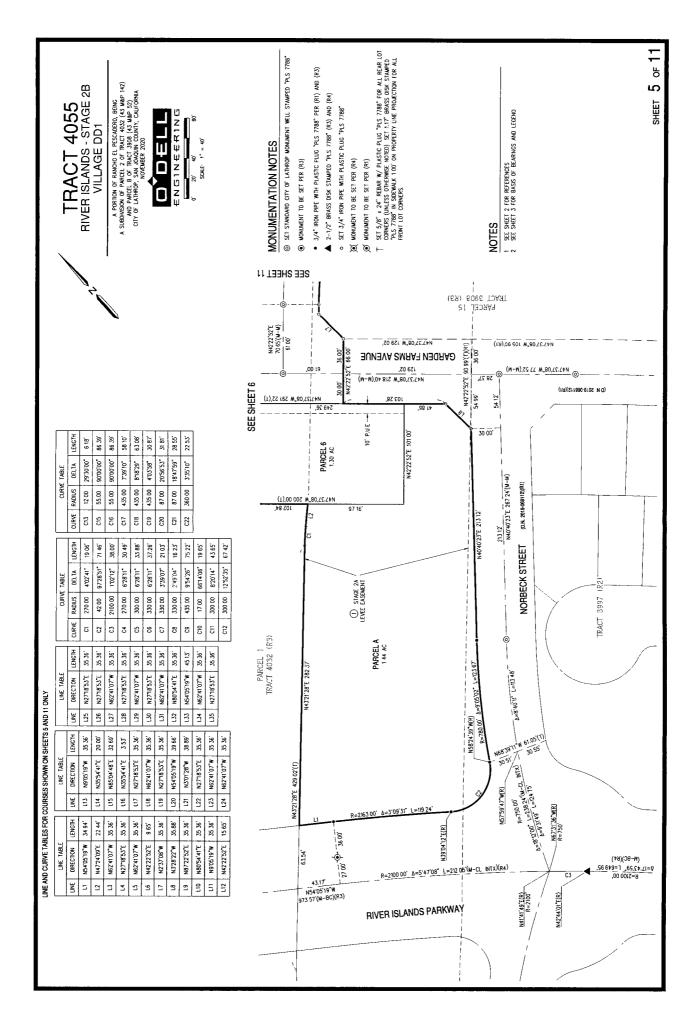
All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

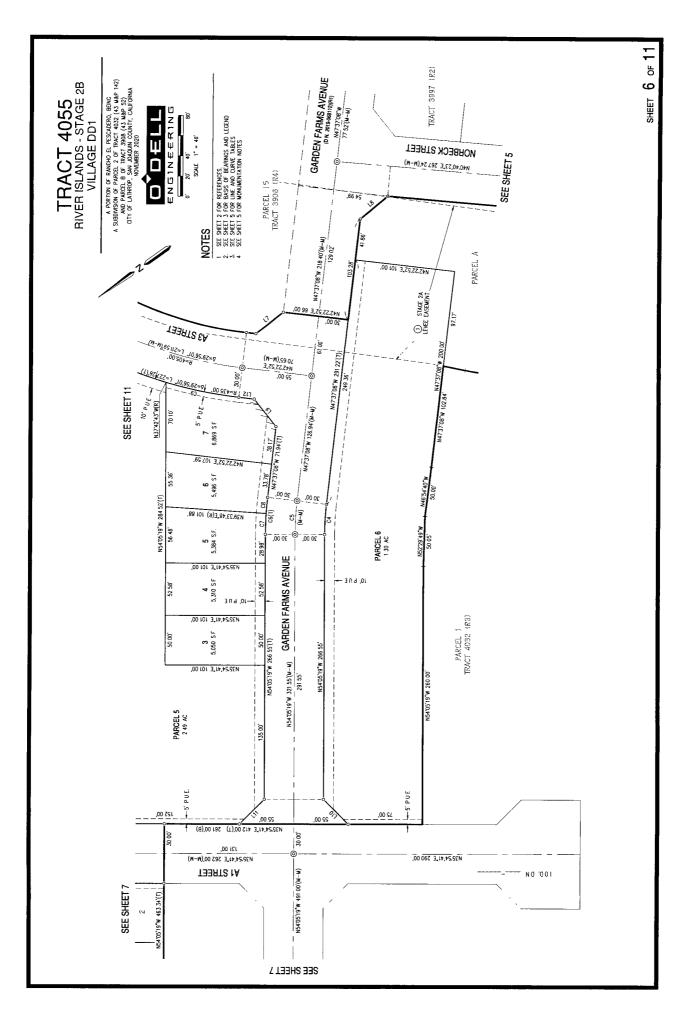
OWNER'S STATEMENT	TRACT 4055 RIVER ISLANDS - STAGE 2B VILLAGE DD1	
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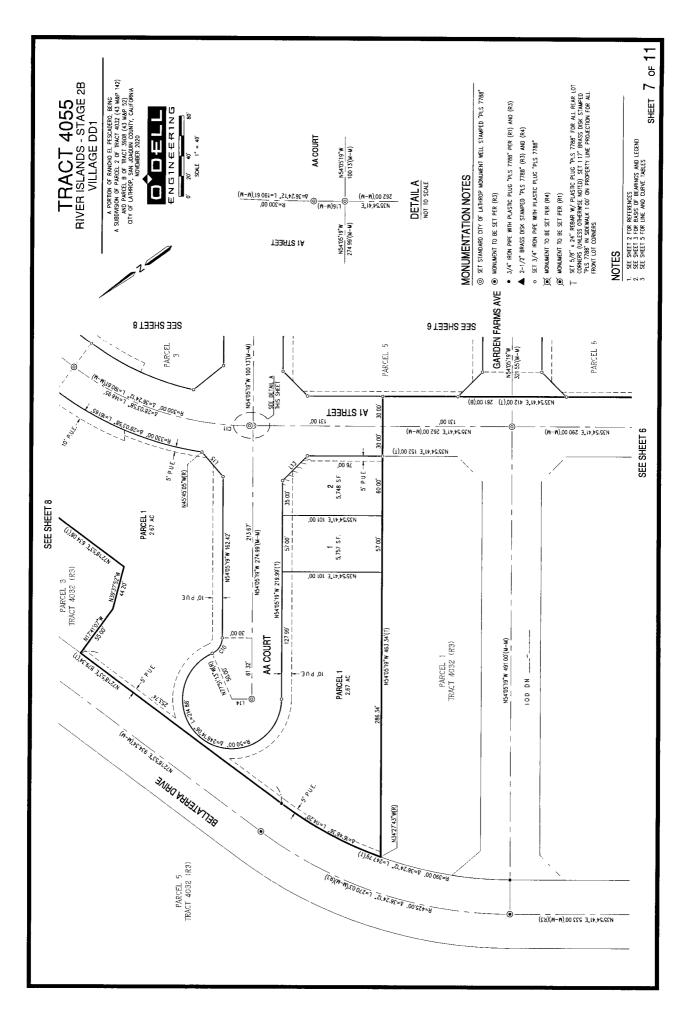


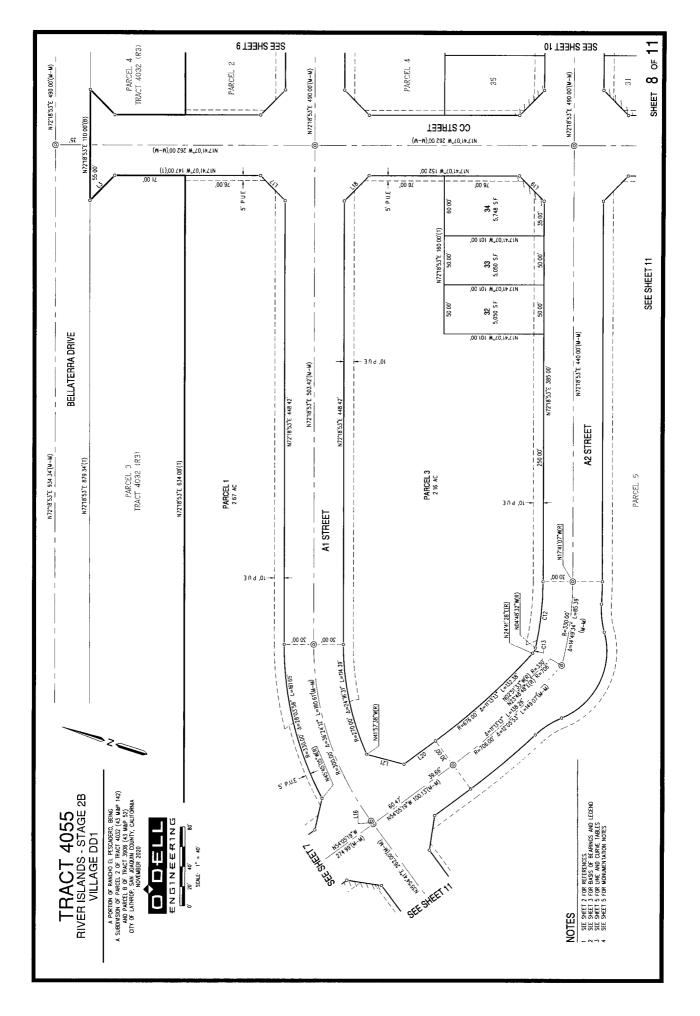


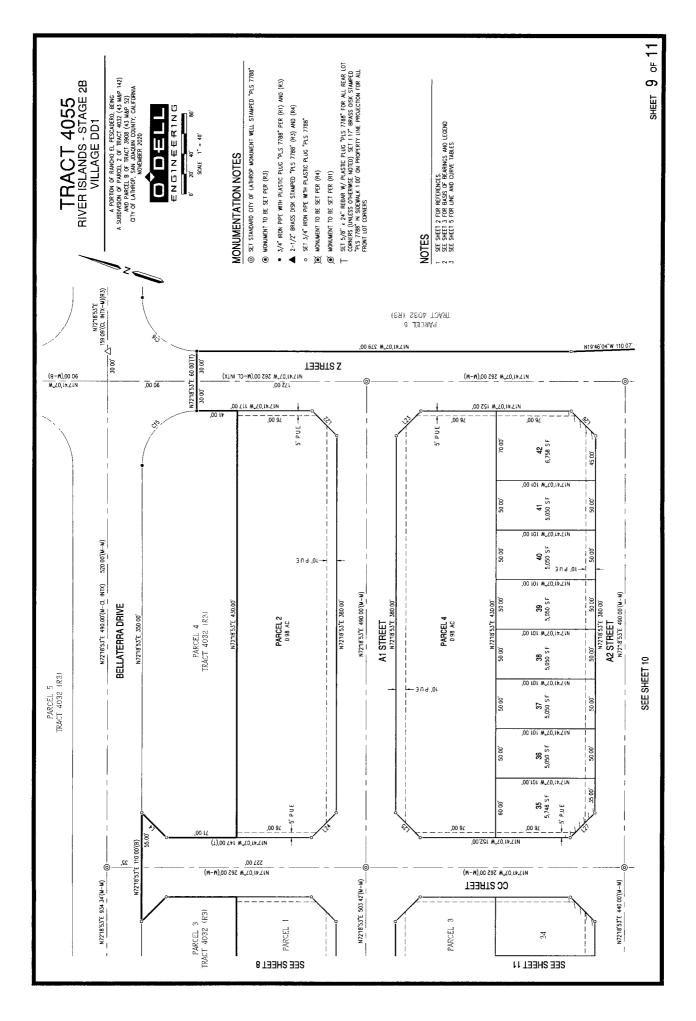


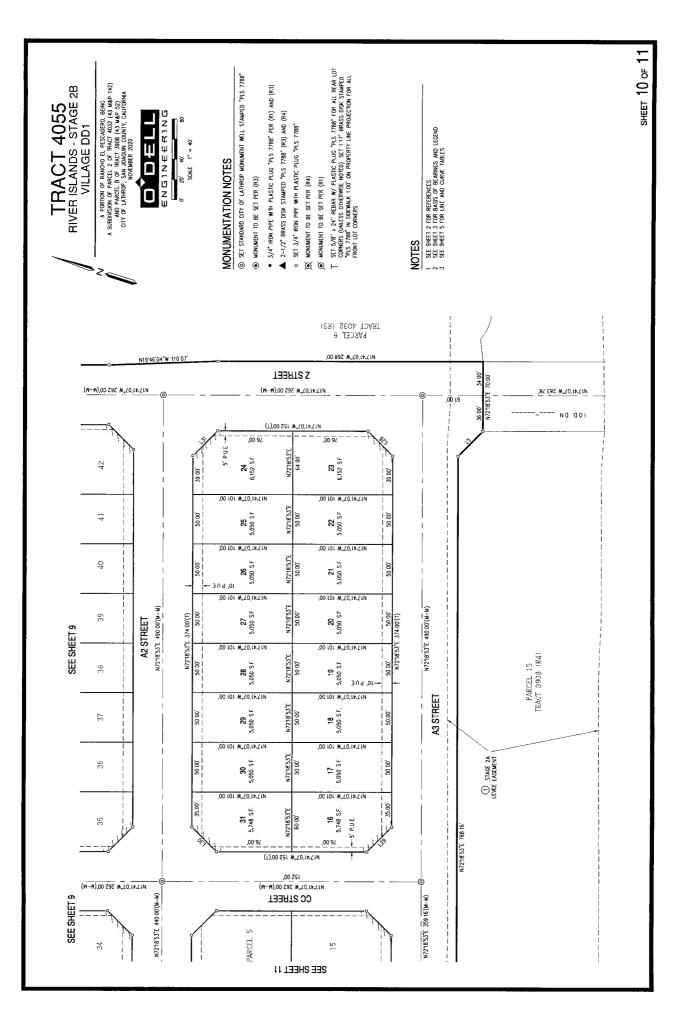


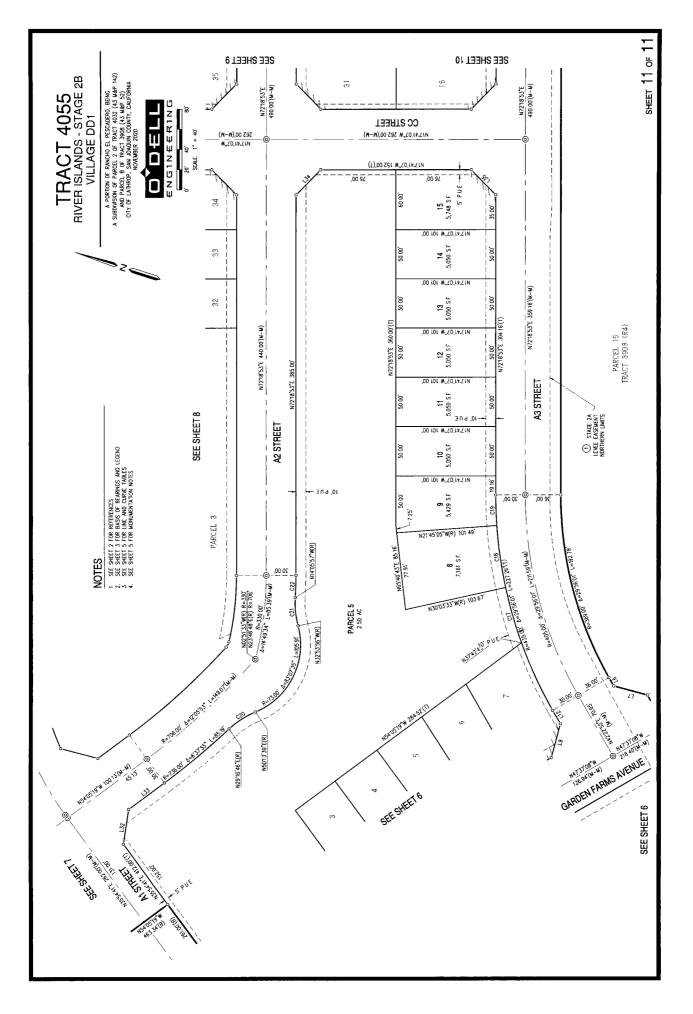












Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 13

# EXHIBIT "D"

## UNFINISHED IMPROVEMENT COST ESTIMATE



November 23, 2020 Job No.: 25503-50

#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - Stage 2B VILLAGE DD (120 LOTS) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit		Unit Price	 Amount
1	Sanitary Sewer Raising Iron (0% Completion)	1	LS	\$	15.200.00	\$ 15,200.00
2	Storm Drain Raising Iron (0% Completion)	1	LS	\$	3,200.00	\$ 3,200.00
3	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$	63,800.00	\$ 63,800.00
4	Joint Trench (60% Completion)	1	LS	\$	658,500.00	\$ 658,500.00
5	Striping & Mounments (0% Completion)	1	LS	\$	21,000.00	\$ 21,000.00
		TOTAL	соѕт	тс	COMPLETE	\$ 761,700.00

Notes:

1) Estimate for cost to complete based on contractor's note for Village DD dated 11/23/2020



# **OPINION OF PROBABLE COST**

	er Islands Parkway - Village "DD" % Submittal				Lathrop, CA 8/12/2020
ITEM	DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
А.	Site Preparation				
1	Site Grading (Fine)	SF	16,677	\$0.50	\$8,338.50
		ç	SUB-TOTAL		\$8,338.50
В.	Flatwork / Surfacing / Walls				
1	12" Concrete Mow Curb	LF	356	\$12.00	\$4,272.00
2	Natural colored 6" Conc. Flatwork	SF	435	\$6.00	\$2,610.00
	-	ç	SUB-TOTAL		\$4,272.00
<u>С.</u> 1	Features Bench	EA	3	\$2,905.00	\$8,715.00
•	bener	271	U	\$2,000.00	
		S	SUB-TOTAL		\$8,715.00
D.	Planting	EA	888	\$8.25	\$7,326.00
1	1 Gallon Shrubs 15 Gallon Trees	EA	000 18	\$8.25 \$120.00	\$2,160.00
2 3	Sod - Lawn Grass	SF	4,733	\$120.00	\$2,180.00
		SF	4,733 15,886	\$0.40	\$4,765.80
4 5	Soil Conditioning & Amendments Bark	SF	11,153	\$0.35	\$2,788.25
5 6	Root Barrier	LF	414	\$6.00	\$2,484.00
0				\$0.00	
_			SUB-TOTAL		\$18,933.25
E.	Irrigation Controls & Distribution		0.204		
1	18" o.c. In-line Drip Tubing Irrigation System	LF EA	8,304 20		
2	Flush cap & Valve Box	EA	20		
3 4	Operation Indicator PVC Ball Valve	EA	20 9		
4 5	Tree RWS System	EA	34		
6	6" Pop-Up Rotary Nozzle	EA	33		
7	QF Header (10-18/10-12)	LF	104		
, 8	3/4" Lateral Line	LF	1,060		
9	1" Lateral Line	LF	140		
	1-1/4" Lateral Line	LF	130		
	2" Main Line	LF	1,053		
	1" conduit for control wires	LF	1,131		
	14-2 Maxi-Cable	LF	1,200		
	1" Valves, Boxes & Decoders	EA	5		
	1" Valves/Filter, Boxes & Decoders	EA	7		
	3/4" Quick Couplers	EA	2		
	Irrigation Sub-Total	SF	15,886	\$2.02	\$32,089.72
		ç	SUB-TOTAL		\$32,089.72
			τοται		¢70 040 47

^{10%} Contingency \$7,234.85

#### Construction Total

\$79,583.32

Original Budget (2018-06-22)						
\$101,048						
Red=over budget / Green=under budget						
VIL DD (Pkwy Strips (2,091						
@\$8/sf)):	\$24,728.00					
VIL DD (A133):	\$5,120.00					
VIL EE (A134):	\$71,200.00					
	5101/04/2100 Mar					
\$21,465						

#### NOTES:

1.__

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

- C. City fees, bond fees
- D. Engineering/design fees
- E. Soils engineering cost
- 2.

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

- I. Easement acquisitions
- J. Power Pole Relocation

This is a preliminary estimate only and not to be used as a bidding quantity sheet

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 14

# EXHIBIT "E"

# VILLAGE "DD" IMPROVEMENTS ENGINEER'S ESTIMATE



DRAFT ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - Stage 2B VILLAGE DD (120 UNITS) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 23, 2018 Job No.: 25503-50

Item	Description	Quantity	Unit	Unit Price		Amount
	STREET WORK					
1	Fine Grading	335,000	SF	\$ 0.45	\$	150,750.00
2	3" AC Paving	11,600	SF	\$ 1.50	\$	17,400.00
3	4.5" AC Paving	166,000	SF	\$ 2.25	\$	373,500.00
4	6" Aggregate Base	11,600	SF	\$ 0.90	\$	10,440.00
5	8" Aggregate Base	166,000	SF	\$ 1.20	\$	199,200.00
6	Vertical Curb and Gutter (with AB cushion)	4,100	LF	\$ 15.00	\$	61,500.00
7	Roll Curb and Gutter (with AB cushion)	6,100	LF	\$ 15.00	\$	91,500.00
8	Concrete Sidewalk	55,000	SF	\$ 5.00	\$	275,000.00
9	Driveway Approach	121	EA	\$ 600.00	\$	72,600.00
10	Handicap Ramps	21	EA	\$ 2,500.00	\$	52,500.00
11	Survey Monuments	13	EA	\$ 300.00	\$	3,900.00
12	Traffic Striping & Signage	5,500	LF	\$ 5.00	\$	27,500.00
13	Dewatering (budget)	5,500	LF	\$ 75.00	\$	412,500.00
	Subtotal Street Work				\$	1,748,290.00
	STORM_DRAIN					
13	Field Inlets (type C inlet over type I manhole base)	3	EA	\$ 2,800.00	\$	8,400.00
14	Catch Basins (type A inlet)	4	EA	\$ 2,400.00	\$	9,600.00
15	Catch Basins (type A inlet over type I manhole base)	29	EA	\$ 2,800.00	\$	81,200.00
16	Catch Basins (type A inlet over type II manhole base)	1	EA	\$ 5,000.00	\$	5,000.00
17	15" Storm Drain Pipe	1,200	LF	\$ 34.00	\$	40,800.00
18	18" Storm Drain Pipe	1,420	LF	\$ 46.00	\$	65,320.00
19	24" Storm Drain Pipe	400	LF	\$ 65.00	\$	26,000.00
20	30" Storm Drain Pipe	380	LF	\$ 80.00	\$	30,400.00
21	Manholes (type I)	2	EA	\$ 3,000.00	\$	6,000.00
22	Manholes (type II)	2	EA	\$ 5,000.00	\$	10,000.00
23	Connect To Existing	4	EA	\$ 1,700.00	\$	6,800.00
24	Stub & Plug	3	EA	\$ 1,000.00	\$	3,000.00
	Subtotal Storm Drain				\$	292,520.00
	SANITARY SEWER					
24	8" Sanitary Sewer Pipe	4,300	LF	\$ 28.00	\$	120,400.00
25	Sewer Service	120	EA	\$ 600.00	\$	72,000.00
26	Manholes	18	EA	\$ 4,000.00	Ψ \$	72,000.00
27	Connect To Existing	2	EA	\$ 3,000.00	\$	6,000.00
	Subtotal Sanitary Sewer				\$	270,400.00

6200 STONEPIDGE MALL POAD SHITE 336, PLEASANTON, CA 94986 + P 925 223 8340 + F 209 571 2466



Item	Description	Quantity	Unit	L	Jnit Price	Amount
	WATER SUPPLY					
28	8" Water Line (including all appurtenances)	5,600	LF	\$	32.00	\$ 179,200.00
29	Water Services	120	EA	\$	2,000.00	\$ 240,000.00
30	Fire Hydrants	10	EA	\$	4,000.00	\$ 40,000.00
31	Water Plug	3	EA	\$	1,000.00	\$ 3,000.00
32	Air Release Valve	3	EA	\$	2,500.00	\$ 7,500.00
33	Resilient Gate Valve	30	EA	\$	1,550.00	\$ 46,500.00
34	Blow Off Valve	3	EA	\$	4,000.00	\$ 12,000.00
32	Connect To Existing	5	EA	\$	4,000.00	\$ 20,000.00
	Subtotal Water S	upply				\$ 548,200.00
	тс	TAL CONSTRUCT		)ST (I	1earest \$1,000)	\$ 2,859,000.00



# **OPINION OF PROBABLE COST**

Riv	er Islands Parkway - Village "DD"				Lathrop, CA
100	9% Submittal				8/12/2020
ITEN	M DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
Α.	Site Preparation				
1	Site Grading (Fine)	SF	16,677	\$0.50	\$8,338.50
В.	Flatwork / Surfacing / Walls	ç	SUB-TOTAL		\$8,338.50
1	12" Concrete Mow Curb	LF	356	\$12.00	\$4,272.00
2	Natural colored 6" Conc. Flatwork	SF	435	\$6.00	\$2,610.00
			SUB-TOTAL		\$4,272.00
<u>C.</u>	Features				
1	Bench	EA	3	\$2,905.00	\$8,715.00

		S	SUB-TOTAL		\$8,715.00
<u>D.</u>	Planting				
1	1 Gallon Shrubs	EA	888	\$8.25	\$7,326.00
2	15 Gallon Trees	EA	18	\$120.00	\$2,160.00
3	Sod - Lawn Grass	SF	4,733	\$0.40	\$1,893.20
4	Soil Conditioning & Amendments	SF	15,886	\$0.30	\$4,765.80
5	Bark	SF	11,153	\$0.25	\$2,788.25
6	Root Barrier	LF	414	\$6.00	\$2,484.00
		5	SUB-TOTAL		\$18,933.25
Ε.	Irrigation Controls & Distribution				
1	18" o.c. In-line Drip Tubing Irrigation System	LF	8,304		
2	Flush cap & Valve Box	EA	20		
3	Operation Indicator	EA	20		
4	PVC Ball Valve	EA	9		
5	Tree RWS System	EA	34		
6	6" Pop-Up Rotary Nozzle	EA	33		
7	QF Header (10-18/10-12)	LF	104		
8	3/4" Lateral Line	LF	1,060		
9	1" Lateral Line	LF	140		
10	1-1/4" Lateral Line	LF	130		
12	2" Main Line	LF	1,053		
13	1" conduit for control wires	LF	1,131		
14	14-2 Maxi-Cable	LF	1,200		
15	1" Valves, Boxes & Decoders	EA	5		
16	1" Valves/Filter, Boxes & Decoders	EA	7		
17	3/4" Quick Couplers	EA	2		
	Irrigation Sub-Total	SF	15,886	\$2.02	\$32,089.72

^{10%} Contingency \$7,234.85

#### Construction Total

Original Budget (2018-06-22)						
\$101,048						
Red=over budget / Green=	-under budget					
VIL DD (Pkwy Strips (2,091						
@\$8/sf)): \$24,728.00						
VIL DD (A133):	\$5,120.00					
VIL EE (A134): \$71,200.00						
The second s						
\$21,465						

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

1. Easement acquisitions

J. Power Pole Relocation

H. Joint trench

#### NOTES:

1.__

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

- C. City fees, bond fees
- D. Engineering/design fees
- E. Soils engineering cost

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 15

# EXHIBIT "F"

# RIPFA LETTER OF GUARANTEE INTERIM PUBLIC ACCESS WITHIN THE STAGE 2B DEVELOPMENT AREA

#### **RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer City of Lathrop 390 Towne Centre Drive Lathrop, California 95330

## Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer City of Lathrop May 4, 2017 Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

- 1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
- 2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
- 3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer City of Lathrop May 4, 2017 Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By:

Herb Moniz, Executive Director River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By:

Glenn R. Gebhardt, City Engineer

Date



ENGINEERING

May 4, 2017

#### ENGINEER'S OPINION OF PROBABLE COST INTERIM ROAD CONNECTION - STAGE 2A GUARANTEE RIVER ISLANDS - PHASE 1 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description		Quantity	Unit		Unit Price		Amount
1 2	SITE PREPARATION Mobilization ¹ Erosion Control		1 1	LS LS	\$ \$	25,000.00 2,500.00	\$ \$	22,750.00 2,500.00
		Subtotal Site Preparation					\$	25,250.00
3	GRADING Earthwork ²		1,600	СҮ	\$	5.00	\$	8,000.00
		Subtotal Grading					\$	8,000.00
	MISCELLANEOUS							
4	3" AC (6150 LF)		172,200	SF	\$	1.50	\$	258,300.00
5	6" AB (6150 LF)		172,200	SF	\$	0.90	\$	154,980.00
6	Conform to Existing		2	LS	\$	3,000.00	\$	6,000.00
		Subtotal Miscellaneous					\$	419,280.00
			SUBTOTA		STRU	CTION COST	\$	452,530.00
		TOTAL	CONSTRUCT		)ST (I	nearest \$1,000)	\$	453,000.00

#### Notes:

1) Mobilization assumed to be 5% of total cost.

2) Earthwork quantity includes 35% shrinkage.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC) Tract 4055 Village DD Page 16

# EXHIBIT "G"

## **RIPFA LETTER OF GUARANTEE RIVER ISLANDS PARKWAY WITHIN THE STAGE 2B DEVELOPMENT AREA**

# **RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer City of Lathrop 390 Towne Centre Drive Lathrop, California 95330

## Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) - Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B"). Glenn Gebhardt, City Engineer City of Lathrop – Letter of Guarantee for Tract 3908 June 15, 2018 Page 2 of 3

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

- 1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
- 2. The Authority shall withdraw the funds from the set uside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneis in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer City of Lathrop – Letter of Guarantee for Tract 3908 June 15, 2018 Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: Herb Moniz. Executive Director

River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering and Engineer's Estimate of unfinished improvements from O'Dell Engineering Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By:

Glenn R. Gebhardt, City Engineer

7/9/18

Date



ENGINEER'S OPINION OF PROBABLE COST RIVER ISLANDS - STAGE 2A RIVER ISLANDS PARKWAY CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA March 6, 2018 Job No.: 25503-01

Item	Description	Quantity	Unit		Unit Price		Amount
	STREET WORK						
1	Fine Grading	621,700	SF	\$	0.45	\$	279,765.00
2	7" AC Paving	316,800	SF	\$	3,50	\$	1,108,600.00
3	11" Aggregate Base	316,800	SF	\$	1.65	\$	522,720,00
4	12" Lime Treatment	316,800	SF	\$	1,10	5	348,480.00
5	Vertical Curb and Gutter (with AB cushion)	9,800	LF	\$	15,00	\$	144,000.00
6	Type F Median Curb (with AB cushion)	9,100	LF	\$	18.00	\$	163,600,00
7	Roundabout Concrete	2,400	SF	\$	5.00	5	12,000.00
6	Concrete Sidewalk	77,400	SF	\$	5,00	5	387,000.00
9	Handicap Ramps	20	EA	\$	2,500.00	\$	50,000.00
10	Survey Monuments	7	EA	\$	300.00	5	2,100.00
11	Barricades	ri (	ĘA	\$	1,500.00	5	1,500.00
12	Traffic Signing & Striping	4,710	LF	\$	5.00	\$	23,550.00
13	Dewatering (Budger)	4,710	LF	\$	75.00	5	353,250.00
	Sublotal Street V	Mork				\$	3,396,965.00
	STORM DRAIN						
14	Catch Basins (type A Intel)	24	EA	\$	2,400.00	\$	57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$	34.00	5	37,740.00
16	18" Storm Drain Pipe	220	LF	\$	45.00	\$	10,120.00
17	24" Storm Drain Pipe	780	LF	\$	65.00	\$	50,700.00
18	Storm Drain Stub & Plug	9	EA	\$	1,000.00	\$	9,000.00
	Subtotal Storm E	Drain				5	165,160.00
	SANITARY SEWER						
19	24" Sanitary Sewer Pipe	50	LF	\$	150.00	5	7,500.00
20	Manholes	24	LF	\$	4,000,00	5	95,000,00
21	Connect to Existing Sanitary Sewer	2	EA	\$	3,000,00	5	6,000.00
	Subtotal Sanitary Se	ewer				\$	109,500.00
	WATER SUPPLY						
22	8" Water Line (including all appurtenances)	740	LF	\$	32.00	5	23,680.00
23	10" Water Line (including all appurtanences)	280	LF	\$	40.00	5	11,200.00
24	20" Water Line (including all appurtanences)	4,630	LF	\$	100.00	\$	463,000.00
25	Fire Hydrants	15	EA	\$	4,000.00	5	54,000.00
28	Water Service	6	ĒA	\$	2.000.00		12,000.00
27	Water Plug & Stub	\$	EA	\$	1,000.00	\$	8,000.00
28	Connect to Existing Water	1	EA	5	4,000.00	\$	4,000.00
	Subtotal Water Su	pply				\$	586,880.00

6200 STONERIDGE MALL ROAD SUITE 330, PLEASANTON, CA 94588 • P 925 223,8340 • F 209.571,2466

ltem	Description	Quantity	Unit	ļ	Jnit Price		Amount
29	RECYCLED WATER			-		-	•
29 30	8" Recycled Water Flushing Line (including all appurtenances)	80	LF	Ş	45.00	-	3,600.00
.50 31	12" Recycled Water Drain Line (including all apportenances)	150	LF	\$	55.00	\$	8,250.00
32	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$	65.00	\$	302,250.00
33	Recycled Water Plug & Stub	4	EA	\$	1,000.00	\$	4,000.00
33	Connect to Existing Recycled Water	1	EA	\$	5,000.00	\$	5,000.00
	Subtotal Recycled Water					\$	323,100.00
	NON-POTABLE WATER						
34	8" Non-Potable Water Line (including all appurtenances)	650	LF	\$	35.00	5	22,750.00
35	16* Non-Potable Water Line (including all apportenances)	4,660	ĹF	\$	60,00	ŝ	372,800,00
36	Non-Potable Water Service	5	LF	S	2,000,00	S	12,000,00
37	Non-Potable Water Plug & Stub	7	EA	\$	1,000.00	5	7.000.00
38	Connect to Existing Non-Potable Water	1	EA	\$	3,000.00	\$	3,000.00
	Subtotal Irrigation Water					\$	417,550.00
	LAKE FILL LINE						
39	16" Lake Fill Line (including all appurtenances)	4,820	LF	\$	50.00	\$	241,000.00
40	3" Aeration Line (including all exportenances)	4,820	LF	\$	4.00	S	19,280.00
41	Lake Fill Stub & Plug	. 3	EA	\$	1,000.00	\$	3,000,00
42	Connect to Existing Lake Fill Line	1	EA	\$		\$	1,000.00
	Subtotal Lake Fill Line					5	264,280.00
	\$	SUBTOTAL I	CONST	RUC	TION COST	\$	5,263,435.00

TOTAL CONSTRUCTION COST (nearest \$1,000) \$ 5,264,000.00

ENGINEERING

Notes:

1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street treas.

2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



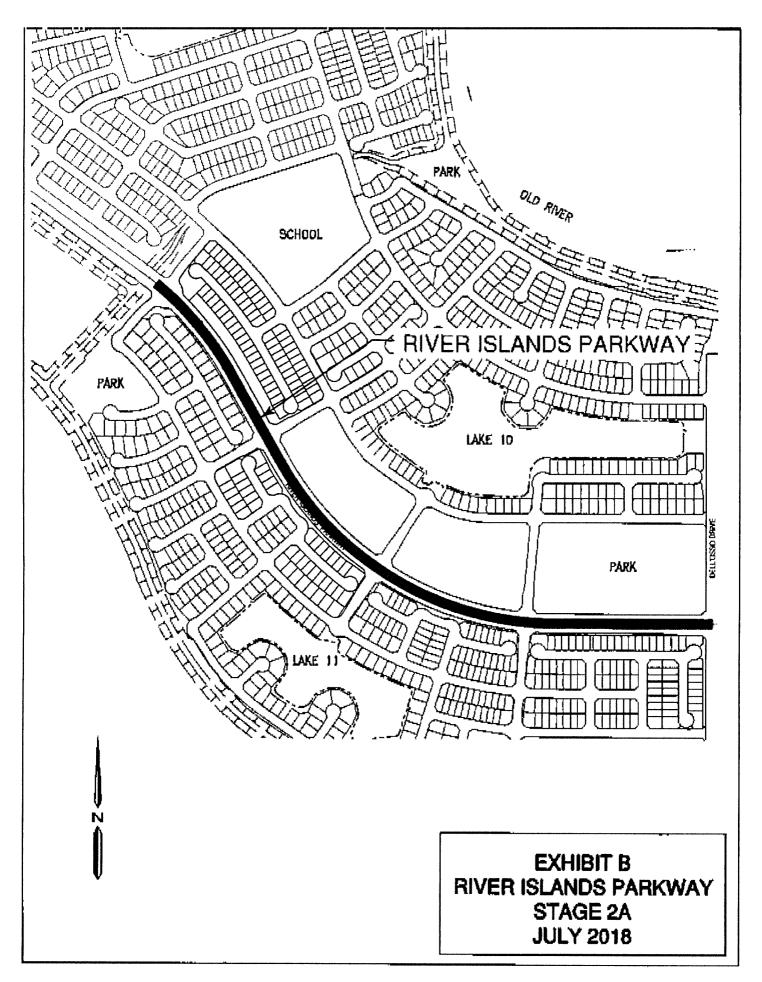
#### ENGINEER'S BOND ESTIMATE COST TO COMPLETE RIVER ISLANDS - STAGE 2A RIVER ISLANDS PARKWAY CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018 Job No : 25503-01

Item	Description	Quantity	Unit		Unit Price		Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$	54,400.00	s	54,400. <b>00</b>
2	Final AC Lift (90% Completion)	1	LS	\$	245,604.00	S	246,604 00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$	37,000 00	\$	37,000 00
		тот	AL COS	5T T(	O COMPLETE	5	338,004.00

Notes

1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



December 14, 2020

## Via Email and Hand Delivery

Old Republic Title Company 1215 W. Center Street, Suite 103 Manteca, CA 95337 Attn: Lori Richardson

## Re: Recordation of Final Map 4055; Escrow No. 1214021453

Dear Lori:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of River Islands Stage 2B, LLC, a Delaware limited liability company ("*RIS2B*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." Old Republic Title Company is referred to as "you" or "*ORTC*."

## A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2020, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "*Closing*"). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

## B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

B.1. One original Final Map for Tract 4055, executed and acknowledged by the City.

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements).

1

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the "*Recordation Documents*." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2020-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdellosso@riverislands.com)and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

## C. Funds and Settlement Statement

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City ("*Settlement Statement*"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

• Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$49,171.39**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "*Sierra Club Agreement*"), constituting the amount of **\$3,277.00** multiplied by **15.005** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "Closing Funds."

## D. <u>Closing Requirements</u>

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (<u>sdellosso@riverslands.com</u>); (b) Debbie Belmar

(dbelmar@riverislands.com); (c) Stephen Salvatore (<u>ssalvatore@ci.lathrop.ca.us</u>); (d) Salvador Navarrete (<u>snavarrete@ci.lathrop.ca.us</u>; (e) Cari James (<u>cjames@ci.lathrop.ca.us</u>) and (f) Glenn Gebhardt (<u>ggebhardt@ci.lathrop.ca.us</u>), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

## E. <u>Closing Process and Priorities</u>

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Final Map and the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC 73 W. Stewart Road Lathrop, CA 95330 Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

## F. <u>Additional Instructions</u>

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore City Manager City of Lathrop Susan Dell'Osso President River Islands Stage 2B, LLC

ESCROW INSTRUCTIONS ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By:	
Its:	
Date:	

#### **RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop pursuant to Government Code Section 27383

#### SIXTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 16

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Sixteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Sixteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2020.

By: _____ City Clerk, City of Lathrop

#### EXHIBIT A

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO. 16 ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 16 TO CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

	San Joaquin County
Name(s) of Property Owner(s)	Assessor's Parcel No.

RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330 213-470-02

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#### **EXHIBIT B**

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO. 16

## MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Turne of Descenter		Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-
Type of Property	Lot Size	14)*	14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	<b>Residential Square</b>	<b>Residential Square</b>
		Foot	Foot

* On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.

## MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

		Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year
Type of Property	Lot Size	2013-14)*	2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	<b>Residential Square</b>	Residential Square
		Foot	Foot

* On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

## UNANIMOUS APPROVAL of Annexation to a Community Facilities District and Related Matters

# CITY OF LATHROP Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)

To the Honorable City Council, City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "<u>Unanimous Approval</u>") of River Islands Stage 2B, LLC, the record owner(s) (the "<u>Property Owner</u>") of the fee title to the real property identified below (the "<u>Property</u>") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "<u>Act</u>") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "<u>CFD</u>"), and it states as follows:

1. **Property Owner**. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

**3.** Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

**B-1** 

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

**10. The Property.** The Property is identified as follows:

Assessor's Parcel No. 213-470-02

Property Address: <u>N/A</u>

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2B, LLC a Delaware limited liability company

By:		
Name:	Susan Dell'Osso	
Title:	President	

Notice Address:

River Islands Stage 2B, LLC 73 W. Stewart Rd., Lathrop, CA 95330

(Attach acknowledgment)

#### EXHIBIT A

## CITY OF LATHROP Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)

#### **DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES**

#### **Services**

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established. (ii) maintenance of open space, including trails and habitat areas, with services to include. but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

#### **Facilities**

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and Cl Street, as well as other backbone and

A-1

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

#### **Administrative Expenses**

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

# <u>Other</u>

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

## EXHIBIT B

## CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

#### AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

## A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

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"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

**"Authorized Services"** means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

"**CFD**" means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

**"CFD Formation"** means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

**"Development Agreement"** means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder's Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

**"Escalation Factor"** means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

**"Facilities Special Tax"** means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

**"Facilities Special Tax Requirement"** means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

"Final Map" means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

**"Fiscal Review Process"** means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

**"Maximum Facilities Special Tax"** means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

**"Maximum Special Taxes"** means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

**"Non-Residential Square Footage"** means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

**"Proportionately"** means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property.

"Public Property" means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

**"Residential Property"** means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Taxes" means, collectively, the Facilities Special Tax and the Services Special Tax.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property

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is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

**"Trigger Event"** will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

"Unit" means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

## B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (ii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iii) for Single Family Detached Property, the square footage of each SFD Lot, (iv) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (v) whether the Trigger Event has occurred; and (vi) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the

Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

## C. <u>MAXIMUM SPECIAL TAXES</u>

## 1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
Residential Property: Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	\$328.74 per SFD Lot \$265.42 per SFD Lot \$243.51 per SFD Lot \$206.98 per SFD Lot \$192.37 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit	\$155.91 per SFD Lot \$125.88 per SFD Lot \$115.49 per SFD Lot \$ 98.16 per SFD Lot \$ 91.23 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

# TABLE 1Maximum Services Special TaxTax Zone 1

* On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.

### 2. Facilities Special Tax, Tax Zone 1

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u> Single Family Detached Property Single Family Attached Property Multi-Family Property	Greater than 7,000 SqFt 5,801 to 7,000 SqFt 4,801 to 5,800 SqFt 4,000 to 4,800 SqFt Less than 4,000 SqFt Not Applicable Not Applicable	<ul> <li>0.00 per SFD Lot</li> <li>0.00 per Unit</li> <li>0.00 per Unit</li> </ul>	\$172.83 per SFD Lot \$139.54 per SFD Lot \$128.02 per SFD Lot \$108.82 per SFD Lot \$101.14 per SFD Lot \$ 0.00 per Unit \$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

* On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

#### 3. Maximum Special Taxes for Mixed-Use Buildings

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

# D. METHOD OF LEVY OF THE SPECIAL TAXES

### 1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

## 2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

# E. <u>MANNER OF COLLECTION OF SPECIAL TAXES</u>

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

# F. <u>EXEMPTIONS</u>

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

## G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

#### EXHIBIT C

### CITY OF LATHROP COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES AND FACILITIES) ANNEXATION NO. 16

#### MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

		Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-
Type of Property	Lot Size	14)*	14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	<b>Residential Square</b>	Residential Square
		Foot	Foot

* On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.

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#### MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

		Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year
Type of Property	Lot Size	2013-14)*	2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
		\$0.00 per Non-	\$0.00 per Non-
Non-Residential Property	Not Applicable	<b>Residential Square</b>	Residential Square
		Foot	Foot

* On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.

# RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

Secretary Island Reclamation District No. 2062 73 West Stewart Road Lathrop, CA 95330

Recorded for the benefit of Island Reclamation District No. 2062 pursuant to Government Code Section 27383

### FIFTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) Annexation No. 15

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned Secretary of Island Reclamation District No. 2062 (the "IRD 2062"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Trustees of IRD 2062 on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126695 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Fifteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 41 (Document No. 2013-111318, in the Office of the County Recorder, which map is the final boundary map of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Fifteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to IRD 2062 are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of Island Reclamation District No. 2062, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: ____

Susan Dell'Osso, President, Island Reclamation District No. 2062

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#### EXHIBIT A

### ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES) ANNEXATION NO. 15

### ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 15 TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

Name(s) of Property Owner(s)

San Joaquin County Assessor's Parcel No.

RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330 213-470-02

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#### EXHIBIT B

### ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES) ANNEXATION NO. 15

#### MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

Type of Property	Maximum Special Tax Fiscal Year 2013-14 *
<b>Residential Property</b>	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

### TAX ZONE 1 MAXIMUM SPECIAL TAXES

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

### CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

To: Board of Trustees of Island Reclamation District No. 2062, in its capacity as the legislative body for Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (the "CFD").

2. The Owner understands that the Board of Trustees of Island Reclamation District No. 2062 (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013–126695, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014–089987 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIIIA of the California Constitution) in favor of the annexation of the Property to Tax Zone 1 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 1 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of Island Reclamation District No. 2062 will record, or cause to be recorded, against the Property in

the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s): The full legal name of the fee title Owner of the Property is:

River Islands Stage 2B, LLC

213-470-02

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____

(signature)

Susan Dell'Osso

(type name of person executing Consent and Ballot)

Its:

President (insert legal capacity of person executing Consent and Ballot)

#### EXHIBIT A

#### ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

#### DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

#### Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of lakes and levees within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) levees in urban and rural areas, including but not limited to squirrel and rodent abatement, vegetation control and repairs and renovations; (ii) lakes and their storm drainage and recreational functions, including but not limited to maintenance of pumps, intake and outfall structures, aeration systems and vegetation along lake edge areas; and (iii) other public services authorized to be funded under Section 53313(e) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

#### Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by Island Reclamation District No. 2062 (the "RD") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any RD staff directly related thereto, any amounts paid by the RD from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the RD in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the RD in any way related to the District.

A-1

#### Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the RD of all costs associated with the establishment and administration of the District.

A-2

#### EXHIBIT B

### ISLAND RECLAMATION DISTRICT 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

#### AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) shall be levied and collected according to the tax liability determined by the Board of Trustees or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

#### A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of RD 2062 in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of RD 2062, Lathrop Irrigation District, and the River Islands Public Financing Authority in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by RD 2062 to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

"Board of Trustees" or "Board" means the Board of Trustees of RD 2062.

"CFD" or "CFD No. 2013-1" means the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

"**CFD Formation**" means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Trustees.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"**Maximum Special Tax**" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"**Multi-Family Property**" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"**Non-Residential Property**" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

"**Proportionately**" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"**Public Property**" means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

"RD 2062" means Island Reclamation District 2062.

"**Residential Property**" means, in any Fiscal Year, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

"**Residential Unit**" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"**Taxable Property**" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"**Undeveloped Property**" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

## B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii)

in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

### C. MAXIMUM SPECIAL TAXES

#### 1. Developed Property

#### a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$81 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

#### b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$640 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

#### c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and nonresidential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

# 2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$736 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

# D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that RD 2062 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

## E. <u>EXEMPTIONS</u>

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

# F. INTERPRETATION OF SPECIAL TAX FORMULA

RD 2062 reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to RD 2062's discretion. Interpretations may be made by RD 2062 by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

## G. <u>APPEAL OF SPECIAL TAX LEVY</u>

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the

Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

#### EXHIBIT B

### ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES) ANNEXATION NO. 15

### MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

Type of Property	Maximum Special Tax Fiscal Year 2013-14 *
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

## TAX ZONE 1 MAXIMUM SPECIAL TAXES

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

#### **RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:**

Secretary River Islands Public Financing Authority 73 West Stewart Road Lathrop, CA 95330

Recorded for the benefit of the River Islands Public Financing Authority pursuant to Government Code Section 27383

#### FIFTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) Annexation No. 15

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, et. seq., of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126691 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Fifteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 40 (Document No. 2013-111317, in the Office of the County Recorder, which map is the final boundary map of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Fifteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: ______ Jeanne Zolezzi, Secretary, **River Islands Public Financing Authority** 

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### EXHIBIT A

### RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES) ANNEXATION NO. 15

### ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 15 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

Name(s) of Property Owner(s)

San Joaquin County Assessor's Parcel No.

RIVER ISLANDS STAGE 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330 213-470-02

8/7/15

### EXHIBIT B

### RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES) ANNEXATION NO. 15

#### MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

Type of Property	Maximum Special Tax Fiscal Year 2013-14 *
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

### TAX ZONE 2 MAXIMUM SPECIAL TAXES

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

### CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

To: Board of Directors of the River Islands Public Financing Authority, in its capacity as the legislative body for the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013–126691, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014–089986 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIIIA of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the

Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s): The full legal name of the fee title Owner of the Property is:

River Islands Stage 2B, LLC

213-470-02

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

Ву: _____

(signature)

Susan Dell'Osso

(type name of person executing Consent and Ballot)

Its: President

(insert legal capacity of person executing Consent and Ballot)

#### **EXHIBIT A**

#### RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

#### DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

#### Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (ii) roads and roadways, with services to include, but not be limited to, the maintenance and repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iii) street lighting, including, but not limited to, repairs to and replacement of street lights along public streets; (iv) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (v) any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

#### Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the River Islands Public Financing Authority (the "Authority") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any Authority staff directly related thereto and a proportionate amount of the Authority's general administrative overhead related thereto, any amounts paid by the Authority from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the Authority in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the Authority in any way related to the District.

### <u>Other:</u>

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the Authority of all costs associated with the establishment and administration of the District.

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#### **EXHIBIT B**

### RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

#### AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

#### A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Authority in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

"Authority" means the River Islands Public Financing Authority.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

"Board of Directors" or "Board" means the Board of Directors of the River Islands Public Financing Authority.

"CFD" or "CFD No. 2013-1" means the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

"CFD Formation" means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Directors.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

"Final Map" means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"**Maximum Special Tax**" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"**Multi-Family Property**" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

"**Non-Residential Property**" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

"**Proportionately**" means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property.

"**Public Property**" means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

"**Residential Property**" means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

"**Residential Unit**" means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the

case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

"**Taxable Property**" means all Assessor's Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

"**Undeveloped Property**" means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

### B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate

the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

### C. MAXIMUM SPECIAL TAXES

### 1. Developed Property

### a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$146 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

### b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$960 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

### c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and nonresidential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

#### 2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$1,191 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

## D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

## E. <u>EXEMPTIONS</u>

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

## F. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

# G. <u>APPEAL OF SPECIAL TAX LEVY</u>

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

### EXHIBIT C

### RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES) ANNEXATION NO. 15

#### MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

Type of Property	Maximum Special Tax Fiscal Year 2013-14 *
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

### TAX ZONE 2 MAXIMUM SPECIAL TAXES

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

Quint & Thimmig LLP

11/24/20

#### RECORDING REQUESTED BY AND AFTER RECORDATION RETURN TO:

Secretary River Islands Public Financing Authority 73 West Stewart Road Lathrop, CA 95330

Recorded for the benefit of the River Islands Public Financing Authority pursuant to Government Code Section 27383

#### AMENDMENT NO. 2 TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) Annexation No. 2

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of facilities described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on December 1, 2020 as Document No. 2020-166793 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Original Notice, to which recorded Original Notice reference is hereby made and the provisions of which are incorporated herein in full by this reference.

This Amendment No. 2 to Notice of Special Tax Lien amends the Original Notice to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on September 29, 2020, in Book 7 of Maps of Assessment and Community Facilities Districts at Page 21 (Document No. 2020-128845, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Zone 2 of the community facilities district, as described in the Rate and Method of Apportionment of Special Taxes for the community facilities district attached as Exhibit B to the Original Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 2 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: ______ Jeanne Zolezzi, Secretary, River Islands Public Financing Authority

#### EXHIBIT A

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS) ANNEXATION NO. 2

## ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 2 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

Name(s) of Property Owner(s)

San Joaquin County Assessor's Parcel No.

River Islands Stage 2B, LLC 73 W. Stewart Rd., Lathrop, CA 95330 213-470-02

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#### EXHIBIT B

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

#### MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

Type of Property	Maximum Special Tax Fiscal Year 2020-21 *			
Residential Property	\$ per Unit			
Other Property	\$ per Acre			
Final Map Property	\$ per Final Map Lot			
Undeveloped Property	\$ per Acre			

#### TAX ZONE 2 MAXIMUM SPECIAL TAXES

* On July 1, 2021, and on each July 1 thereafter, the Maximum Special Taxes shown in the Table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

## CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

To: Board of Directors of the River Islands Public Financing Authority, in its capacity as the legislative body for the River Islands Public **Financing Authority Community Facilities** District No. 2020-1 (Stage 2B Public Improvements)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax for the CFD (the "Rate and Method"), a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on December 1, 2020 as Document No. 2020-166793 (the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIIIA of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD. The Owner

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acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s): The full legal name of the fee title Owner of the Property is:

River Islands Stage 2B, LLC

See Exhibit D

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 202_, in _____, California.

Ву: _____

(signature)

Susan Dell'Osso

(type name of person executing Consent and Ballot)

Its: <u>President</u> (insert legal capacity of person

executing Consent and Ballot)

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i	notary public or other officer completing this certificate verifies only the identity of the dividual who signed the document to which this certificate is attached, and not the uthfulness, accuracy, or validity of that document.
	of California ss.
	Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
who subsc in his	Name(s) of Signer(s) roved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is ibed to the within instrument and acknowledged to me that he/she/they executed the sa her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument rson(s), or the entity upon behalf of which the person(s) acted, executed the instrument
	y under PENALTY OF PERJURY under the laws of the State of California that the forego aph is true and correct.
WITN	SS my hand and official seal.

#### EXHIBIT A

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

#### DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

#### OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.

2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs

advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

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## EXHIBIT B

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

## **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2020-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

## A. **<u>DEFINITIONS</u>**

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

**"Administrative Expenses"** means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2020-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Association Property" means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

"Authority" means the River Islands Public Financing Authority.

"Authorized Facilities" means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

**"Board of Directors"** or **"Board"** means the Board of Directors of the River Islands Public Financing Authority.

**"Bonds"** means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2020-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

**"Boundary Map"** means Exhibit D to the Resolution of Intention adopted by the Board of Directors, as summarized in Attachment 2.

**"BP Parcel"** means, in any Fiscal Year, all Parcels of Residential Property in CFD No. 2020-1 that is not a COE Parcel as of June 30 of the preceding Fiscal Year.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" or "CFD No. 2020-1" means the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements).

"**CFD Formation**" means the date on which the Resolution of Formation to form CFD No. 2020-1 was adopted by the Board of Directors.

"City" means the City of Lathrop.

"City Council" means the City Council of the City of Lathrop.

"COE Parcel" means, in any Fiscal Year, all Parcels of Residential Property in CFD No. 2020-1 for which the First Transfer Date has occurred on or prior to June 30 of the preceding Fiscal Year.

"County" means the County of San Joaquin.

**"Developed Property"** means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2020-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

**"Excess Public Property"** means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 6 in Section D below, Excess Public Property shall be those Assessor's Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

**"Final Map"** means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

"Final Map Lot" means an individual residential lot identified and numbered on a Final Map.

**"Final Map Property"** means, in any Fiscal Year, all Final Map Lots for which a Final Map was recorded on or before June 30 of the preceding Fiscal Year and which are not yet Developed Property.

"First Transfer Date" means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Master Developer" means River Islands Development, and its successors and assignees.

"**Maximum Special Tax**" means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

"Other Property" means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

**"Proportionately"** means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Developed Property; (ii) for Final Map Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor's Parcels of Final Map Property; (iii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property; (iv) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Association

Property; and (v) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Excess Public Property.

**"Public Property"** means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Purchase Agreement" means an agreement between the Master Developer and a homebuilder.

**"Required Coverage"** means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

**"Residential Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax" means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does not increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. *All property within CFD No. 2020-1 at the time of CFD Formation* 

*is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

**"Tentative Map"** means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder's Office to create legal lots.

"Unanimous Approval Form" means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this RMA.

**"Undeveloped Property"** means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Final Map Property, Association Property, or Excess Public Property.

"Unit" means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this RMA

## B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor's Parcel is Developed Property, Final Map Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, (iv) for Residential Property, which Parcels are COE Parcels or BP Parcels, and (v) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

## C. MAXIMUM SPECIAL TAX

## 1. Tax Zone 1

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

TABLE 1Tax Zone 1Maximum Special Taxes				
Maximum Special Ta Type of Property Fiscal Year 2020-21				
Residential Property	\$0 per Unit			
Other Property	\$10 per Acre			
Final Map Property	\$0 per Final Map Lot			
Undeveloped Property	\$10 per Acre			

^{*} On July 1, 2021, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

## 2. Additional Tax Zones

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

## 3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced <u>once</u> if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the forgoing, the Maximum Special Tax shall <u>not</u> be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special

Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Attachment 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

## D. <u>METHOD OF LEVY OF THE SPECIAL TAX</u>

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- *Step 1:* The Special Tax shall be levied Proportionately on each COE Parcel within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- *Step 2:* If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each remaining Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 3: If additional revenue is needed after Step 2, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Final Map Property within the CFD, up to 100% of the Maximum Special Tax for Final Map Property for such Fiscal Year determined pursuant to Section C;
- *Step 4:* If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 5: If additional revenue is needed after applying the first four steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 6: If additional revenue is needed after applying the first five steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

## E. <u>COLLECTION OF SPECIAL TAX</u>

The Special Taxes for CFD No. 2020-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2101-02.

## F. <u>EXEMPTIONS</u>

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 6 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

## G. <u>PREPAYMENT OF SPECIAL TAX</u>

The following definitions apply to this Section G:

**"Final Bond Sale"** means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

## 1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- **Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2. Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- **Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the "Administrative Fees and Expenses").
- **Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the *"Prepayment Amount"*).

## 2. Full Prepayment After Final Bond Sale

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

Bond Re	demption Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- **Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- **Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- **Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- **Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- **Step 6:** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7: Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (the "*Defeasance Requirement*").
- **Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "*Administrative Fees and Expenses*").
- **Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be

calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "*Reserve Fund Credit*").

Step 10. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the *"Prepayment Amount"*).

## 3. Partial Prepayments

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor's Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

## H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

## I. <u>APPEAL OF SPECIAL TAX LEVY</u>

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

## ATTACHMENT 1

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

## **CERTIFICATE OF MODIFICATION OF SPECIAL TAX**

1. Pursuant to Section C.3 of the Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) ("CFD No. 2020-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2020-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2020-21 *			
XXX-XXX-XXX	\$[ ] per Unit			

* On July 1, 2021, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

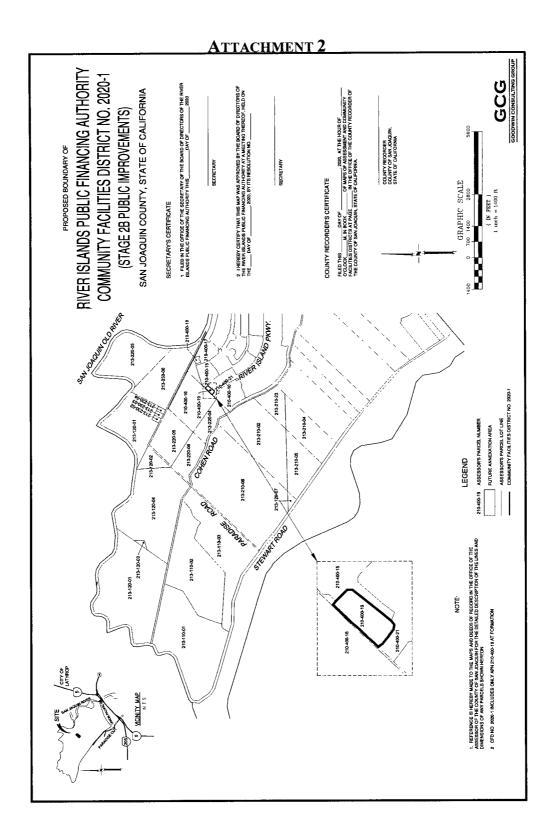
- 2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
- 3. Upon execution of this Certificate by CFD No. 2020-1, CFD No. 2020-1 shall prepare an amended notice of Special Tax lien for CFD No. 2020-1 reflecting the modifications set forth herein. Amended notices of Special Tax lien shall be recorded by groups, once a sufficient number of notices have been prepared.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Rate and Method.

River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements)

By:_____

Date:_____



#### EXHIBIT C

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

## MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

Type of Property	Maximum Special Tax Fiscal Year 2020-21 *				
Residential Property	\$ per Unit				
Other Property	\$ per Acre				
Final Map Property	<pre>\$ per Final Map Lot</pre>				
Undeveloped Property	\$ per Acre				

#### TAX ZONE 2 MAXIMUM SPECIAL TAXES

* On July 1, 2021, and on each July 1 thereafter, the Maximum Special Taxes shown in the Table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

#### EXHIBIT D

## RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS) ANNEXATION NO. 2

## ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN ANNEXATION NO. 2 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2020-1 (STAGE 2B PUBLIC IMPROVEMENTS)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.		
River Islands Stage 2B, LLC	213-470-02		
73 W. Stewart Rd.,			
Lathrop, CA 95330			

D-1

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#### CITY MANAGER'S REPORT DECEMBER 14, 2020 REGULAR CITY COUNCIL MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR QUALIFIED LATHROP RESIDENTS

**RECOMMENDATION:** Council to Consider the Following:

- 1. Hold a Public Hearing; and
- 2. Adopt a Resolution to Accept the CDBG-CV3 Funding and Allocate a Third Round of Emergency General Assistance Grants, Multi-County Agency Funding Requests, City Reimbursement for Program Administration, and Authorize Budget Amendment

**ITEM 5.1** 

#### SUMMARY:

The Federal Coronavirus Aid Relief and Economic Security Act (CARES Act) provided phased funding to the Department of Housing and Urban Development (HUD) for use in addressing community issues related to COVID-19 through the Community Development Block Grant program (CDBG-CV). This third allocation of phased funding provided by the CARES Act is referred to as CDBG-CV3. The City of Lathrop's allocation of CDBG-CV3 funding is \$61,610.

On May 11, 2020, the Lathrop City Council authorized the creation of an Emergency General Assistance (EGA) grant program to aid qualified low-income residents financially impacted by COVID-19 and authorized use of \$56,346 from the first phase of CARES Act funding and \$35,721 from the undesignated portion of FY 2020-2021 CDBG allocation as the funding source for the program.

Since inception, the EGA program has been managed and monitored by City staff in accordance with HUD's national objectives along with regulatory guidance from San Joaquin County's Community Development Block Grant administrators. To date, thirty-one households in Lathrop have been assisted with past due mortgage or rent payments and/or essential utilities in a general effort to prevent homelessness and utility shut-offs. The EGA program is scheduled to end when all designated funds have been exhausted. As of this date, the program's remaining balance is \$9,902.55 and applications are still be accepted and processed.

The City's allocation for the CDBG-CV3 program funding will be \$61,610. Two multicounty agencies have submitted funding requests for a total of \$8,022.70 to serve Lathrop residents. These two agencies are San Joaquin Fair Housing and Emergency Food Bank.

#### **CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** PUBLIC HEARING TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR **QUALIFIED LATHROP RESIDENTS**

Staff recommends that City Council hold a Public Hearing, consider the information given in this report, adopt the proposed resolution, and authorize the respective budget adjustment.

## **BACKGROUND:**

The Federal Coronavirus Aid Relief and Economic Security Act (CARES Act), enacted into public law on March 27, 2020, provided \$5 billion in supplemental CDBG-CV funding for grants to prevent, prepare for, and respond to the impacts of Coronavirus around the nation. In addition, the CARES Act provided alternative requirements and grant waivers to make it easier to use CDBG-CV funds. It further allowed agencies to use any undesignated funds from CDBG fiscal years 2019/2020 and 2020/2021 for coronavirus response program(s).

On May 11, 2020, the Lathrop City Council authorized the creation of an Emergency General Assistance grant program to aid qualified low-income residents financially impacted by COVID-19. The following CDBG language in Federal Statute allows for the creation of such a program:

Subsistence Payments 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)

"One-time or short-term (no more than three months*) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service, and rent/mortgage payments to prevent eviction."

*CBDG-CV3 allows for no more than six months

Council allocated the use of \$56,346 from the first phase of CDBG-CV funding and \$35,721 from the undesignated portion of FY 2020-2021 CDBG allocation as the funding source for the program. The initial round of EGA funding from CDBG-CV allowed payment of eligible expenses for qualified applicants back to March 27, 2020. The second round of EGA funding (EGA2), funded by the FY 2020-2021 CDBG allocation, allowed payment of eligible expenses for qualified applicants from July 1, 2020 forward.

The EGA program requires the applicant to provide a completed application, proof of income or lack of income, financial hardship due to COVID, and notices of past due rent or mortgage and/or utilities during the stated timeframe. Awarded funds are submitted directly to the landlord or mortgage lender, and/or utility company(ies) on behalf of the grant recipient. Priority payout of past due City utility bills is given prior to release of funds for other bills submitted by grant recipient. The program is available on a one-time basis to individuals or families residing within the city limits

#### **CITY MANAGER'S REPORT** Page | 3 **DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** PUBLIC HEARING TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR **QUALIFIED LATHROP RESIDENTS**

of Lathrop. The maximum award of \$3,200 per household is paid on a first-come, first serve basis until all designated funds have been exhausted.

HUD announced the third phase of funding from the CARES Act for the CDBG-CV3 programming the first part of October 2020. CDBG-CV3 funds may be used for CDBG eligible activities that are COVID related. However, HUD is recommending that the funds be prioritized for rental and mortgage assistance through programs such as Lathrop's Emergency General Assistance grant.

Because COVID-19 has extended throughout the majority of the year and there is a need to assist residents in the community with payment of past-due rent, mortgage payments and/or essential utilities, staff recommends allocation of funding toward a third round of Emergency General Assistance grants to be issued under the original guidelines for distribution, eligibility and documentation requirements.

The City of Lathrop, through an Urban Cooperative Agreement with San Joaquin County, will receive an allocation from CDBG-CV3 for \$61,610. CDBG-CV3 allows payment of eligible expenditures back to March 27, 2020, which may be offered through a third round of EGA grants. The County has also advised that San Joaquin Fair Housing has submitted a request for \$236.70, and the Emergency Food Bank has submitted a request for \$7,786 to serve Lathrop residents, which leaves \$52,587.30 available for the EGA grant program. In addition, the City may recoup up to 20% of the allocation for costs associated with administering the program.

## **RECOMMENDATION:**

Staff recommends that City Council consider the information presented and adopt the Resolution to accept the CDBG-CV3 funding and allocate a third round of Emergency General Assistance Grants, Multi-County Agency funding requests, City reimbursement for program administration, and authorize respective budget amendment.

## **FISCAL IMPACT:**

Staff time to review and verify eligibility of applicants, dispense financial subsidies, report, present, monitor and manage the CDBG-CV3 Emergency General Assistance Grant Program.

The County's disbursement process requires the City to set up a separate account(s) to accommodate the CDBG-CV reimbursement program. Because of the emergent situation surrounding COVID-19 and to move the money quickly for the benefit of the grant recipient, an increase in revenues in the amount equal to the total CDBG-CV allocation will be required.

Staff is requesting the following budget amendments:

#### CITY MANAGER'S REPORT Page | 4 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING PUBLIC HEARING TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR QUALIFIED LATHROP RESIDENTS

CARES ACT CDBG-CV:

Increase CDBG Revenues 2650-20-10-333-01-04

\$52,588

#### **ATTACHMENTS:**

- A. Resolution to Accept the CDBG-CV3 Funding and Allocate a Third Round of Emergency General Assistance Grants, Multi-County Agency Funding Requests, City Reimbursement for Program Administration, and Authorize Budget Amendment
- B. CDBG-CV3 Emergency General Assistance Grant Program income guidelines, eligibility, and application.

**CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** PUBLIC HEARING TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR **QUALIFIED LATHROP RESIDENTS** 

**APPROVALS:** 

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Shelley Burcham Economic Development Administrator

Carř Ja

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12-01-2020 Date

1/2020

Date

Director of Finance and Administrative Services

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

Date

12.7.2020

Date

#### **RESOLUTION NO. 20-**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT THE CDBG-CV3 FUNDING AND ALLOCATE A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS, MULTI-COUNTY AGENCY FUNDING REQUESTS, CITY REIMBURSEMENT FOR PROGRAM ADMINISTRATION, AND AUTHORIZE BUDGET AMENDMENT

WHEREAS, in March 2020, the Federal Coronavirus Aid Relief and Economic Securities Act (CARES Act) was enacted into public law, provided \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to the impacts of the Coronavirus (CDBG-CV) around the nation. If further allowed agencies to use any undesignated funds from CDBG fiscal years 2019/2020 and 2020/2021 for Coronavirus response programs; and

WHEREAS, on May 11 2020, City Council approved the creation of an Emergency General Assistance (EGA) grant program to assist eligible residents financially impacted by Coronavirus with past due rent/mortgage and/or essential utility payments in an effort to avoid homelessness and prevent utility shutoffs; and

**WHEREAS,** City Council authorized the allocation of \$56,346, the first phase of CDBG-CV funding from the United States Department of Housing and Urban Development (HUD) as designated by the CARES Act, as a funding source for the EGA grant program; and

**WHEREAS,** City Council authorized the allocation of \$35,721, the second phase of CDBG-CV funding, from the undesignated portion of CDBG FY2020/2021 as a funding source for EGA grant program; and

**WHEREAS**, the City is prepared to receive an allocation of \$61,610 for the third phase of Community Development Block Grant Coronavirus relief funding (CDBG-CV3) from HUD, as designated by the CARES Act; and

**WHEREAS,** the City also participates in an Urban County Cooperative Agreement and allocates CDBG funding toward other multi-county agencies that apply directly with San Joaquin County; and

**WHEREAS**, two other multi-county agencies which serve Lathrop residents have also submitted CDBG-CV3 funding requests in the amount of \$8,022.70; \$236 to San Joaquin Fair Housing and \$7,786 to Emergency Stockton Food bank, which would reduce the CDBG-CV3 funding available for the EGA grant program to \$52,587.30; and

**WHEREAS**, the City has properly published a Public Hearing Notice 10 days prior to the meeting in accordance with HUD regulations; and

**WHEREAS,** the City Council has determined in accordance with the California Environmental Quality Act, Article 18, Section 15273, that this item is categorically exempt because CEQA does not apply to the establishment or modification of HUD funding programs to public agencies with are to meet community needs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby accept CDBG-CV3 funding and authorizes an allocation as follows:

Organization/Program	Allocations
Emergency General Assistance Grant Program	\$40,265.30
San Joaquin Fair Housing	\$236.70
Emergency Stockton Food Bank	\$7,786.00
City Reimbursement for Program Administration Costs	\$12,322.00
Total Allocation	\$61,610.00

**BE IT FURTHER RESOLVED** that the City Council of the City of Lathrop does hereby approve a budget amendment for FY 2020-2021 as follows:

CARES ACT CDBG-CV3:

Increase CDBG Revenues 2650-20-10-333-01-04

\$52,588

**PASSED AND ADOPTED** this 14th day of December 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM: SMando

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

## City of Lathrop

Community Development Block Grant – CV (ROUND 3)

## **Emergency General Assistance Grant Program Application for Funding**

#### **Program Guidelines and Eligibility**

•	*****ONLY ONE GRANT AVAILABLE PER HOUSEHOLD*****
Funds Available to Pay:	Past due rent and utilities from March 27, 2020 forward
Grant Amount Available:	Up to \$3,200 per eligible household

#### **Eligibility:**

The City of Lathrop's General Assistance Grant Program is available to all households that meet <u>ALL</u> of the following criteria:

- Primary residence within the City limits of Lathrop
- Household Income impacted by COVID-19 (Lost job, laid-off, company closed, afflicted by or caring for someone with the Coronavirus.)
- Unable to pay past-due rent, mortgage, and/or essential utilities incurred on or after March 27, 2020
- Meet the income limits as summarized below

## FY 2020 Income Limits Summary for Stockton-Lodi MSA

	FY 2020 Income	Persons in Family							
	Limit Category	1	2	3	4	5	6	7	8
Median Income (Family	Very Low (50%) Income Limits (\$)	\$26,250	\$30,000	\$33,750	\$37,500	\$40,500	\$43,500	\$46,500	\$49,500
of 4)	Extremely Low- Income Limits (\$)	\$15,750	\$18,000	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
\$75,000	Low (80%) Income Limits(\$)	\$42,000	\$48,000	\$54,000	\$60,000	\$64,800	\$69,600	\$74,400	\$79,200

Source: HUD User Income Limits Documentation System

Note: San Joaquin County is part of the Stockton-Lodi MSA, so all information presented here applies to all of the Stockton-Lodi, CA MSA.

#### To Apply:

- Email completed application and <u>ALL</u> required documentation to WEBSITE_EDD@CI.LATHROP.CA.US
- Applications accepted up to March 31, 2021, while grant funds are available.
- Grant awards will be allocated on a first-come, first-serve basis until all designated funds are exhausted.
- Only complete applications with all necessary documentation submitted will be accepted.

#### **Required:**

- Proof of impact on household income from COVID-19, i.e.: medical documents, job loss, company closure, etc.
- Proof of income, i.e.: check stubs, EDD Benefit Award statements, disability statements, social security statements, or other proof of income payment(s)
- Copies of rent or mortgage due and/or late notices for utility payments to be paid for by this grant.
   Expenditures must be associated with the primary residence of applicant. Late notices or fees incurred prior to March 27, 2020 are ineligible.
- Past-due City utility payment(s) incurred on or after 3/27/20 will be deducted from the grant prior to paying other bills.
- Payments made by this grant will be mailed directly to debtor on behalf of Grantee.
- Completed W-9 by Landlord for rent payments.

## City of Lathrop

# Community Development Block Grant – CV (ROUND 3)

# **Emergency General Assistance Grant Program Application for Funding**

		A	APPLICAT	ON			
Name:							
Address:							
Phone:		_	Email:				
How many people	e live in your h	ousehol	d?				
Current/Past Emp	Nover Name a	nd Addr	PSS				
currenty Past cin	picyel Maille a						
Are you	Yes	lf no, v	what was	the date	of		
working?	No	the las	st day you	worked	?		
Total Household				of and!		\$	
(Please include inco							
						or other social assistance?	
If so, how much?			vour hous		ents of	Amount per Month (\$)	
Payer/Compan	y/ Agency		es this inco				
Please list all oth	er income for	all reside	ents living	; in the h	ouseh	old in the space below.	
(Please attach cop	ies of check stub	o, stateme	ents or pay	/ment.)			
Payer/Company/Agency		Who in your household receives this income?				Amount per Month (\$)	
			<u>_</u>				
					+		
					L		

The City of Lathrop's General Assistance Grant Program has been created in accordance with CDBG Statute: Subsistence Payments 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(g)(2).

# City of Lathrop

Community Development Block Grant – CV (ROUND 3)

# **Emergency General Assistance Grant Program Application for Funding**

Please list all past due rent, mortgage payments, and/or utility payments dated after March 27, 2020 for which you wish to pay from this grant? (Please provide copies of all rent due or past due utility bills you desire to be paid for by the General Assistance Grant.)

	City of Lathrop Water/Sewer	Landlord/Mortgage	Utility Company	Utility Company
Company Name				
Address				
Phone	-			
Total Amount Incurred after March 27, 2020	\$	\$	\$	\$
Account #				
Statement Attached				

#### **Demographic Information**

Please provide general demographic information for all persons within your household who will benefit from this grant. Number of: Male _____ Female _____

Indicate the number of people in your household that qualify for one of the following categories:

Handicapped _____ Female Head of Household _____ Senior Citizen _____ Veteran _____ N/A __

<u>Race/Ethnicity</u>. Place a check mark by the race/ethnicity closest to which the applicant identifies. If of Hispanic origin, also place an (x) in the Hispanic box next to the race/ethnicity box for which the applicant identifies.

Race/Ethnicity	(Choose One)	Hispanic
American Indian or Alaska Native		
Asian		
Asian and White		
American Indian/Alaskan Native		
American Indian/Alaska Native and White		
American Indian/Alaska Native and Black/African American		
Black/African American		
Black/African American and White		
Native Hawaiian/Other Pacific Islander		
White		· · · · · · · · · · · · · · · · · · ·
Other Multi Racial		

I hereby certify that I have read this application, completed it to the best of my knowledge, provided the required documentation, and that the statement(s) therein are true.

#### **AUTHORIZED SIGNATURE**

Signature	Print Name	Date

The City of Lathrop's General Assistance Grant Program has been created in accordance with CDBG Statute: Subsistence Payments 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.48 $\frac{2}{5}$ )(2).

# TRANSMITTAL

# ATTN: LEGAL PUBLICATIONS

PLEASE PUBLISH: No later than Thursday, December 3, 2020

PLEASE EMAIL CONFIRMATION TO: Email to tvargas@ci.lathrop.ca.us

# CITY OF LATHROP – PUBLIC HEARING NOTICE

Notice is hereby given that the City of Lathrop City Council will hold a Regular Meeting in the City Council Chambers at 290 Towne Centre Drive, Lathrop, California, at **7:00 p.m., Monday, December 14, 2020**, for a public hearing regarding the following matter. All persons having an interest in this matter are invited to be present to testify in person, or to submit statements in person at the meeting or in writing prior to the hearing.

# PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE CDBG-CV3 FUNDING ALLOCATION FOR A THIRD ROUND OF EMERGENCY GENERAL ASSISTANCE GRANTS FOR QUALIFIED LATHROP RESIDENTS

The City Council to Consider the Following:

- 1. Hold a Public Hearing; and
- 2. Adopt a Resolution to accept the CDBG-CV3 Funding and Allocate a Third Round of Emergency General Assistance Grants, Multi-County Agency Funding Requests, City Reimbursement for Program Administration, and Authorize Respective Budget Amendment.

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

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

For more information, contact the Economic Development Division at 390 Towne Centre Drive, Lathrop, CA 95330, by phone at (209) 941-7221, or by email at econdev@ci.lathrop.ca.us

# TERESA VARGAS – CITY CLERK

# CITY MANAGER'S REPORT DECEMEBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	REVIEW AND PROVIDE DIRECTION ON PROPOSED ITEMS FOR INCLUSION AS PART OF CIP PK 20-18 SANGALANG PARK IMPROVEMENTS
<b>RECOMMENDATION:</b>	Council to Review and Provide Direction on Proposed Items to be Included as part of CIP PK 20-18 Sangalang Park Improvements

# SUMMARY:

At the December 9, 2019 City Council meeting, Council approved the creation of CIP PK 20-18 for improvements at Sangalang Park and funding to conduct a survey of the proposed improvement site and hire an architect to create a design to allow staff to estimate the associated costs of the improvements. As part of the discussion Council asked staff to consider the following improvements as part of the project:

Project 1: Remove and replace existing play structure and install rubberized surface
Project 2: Install a new restroom adjacent to the play structure
Project 3: Install a five to six element waterplay splashpad
Project 4: Install two tennis courts
Project 5: Install new park sign and historical marker

Staff is returning tonight to present each of the projects described above with approximate associated costs for review, and to have Council provide direction on park improvements.

# BACKGROUND:

Sangalang Park is an approximately 10 acre park site within the Stonebridge development, located along the north boundary of Joseph Widmer Elementary School and along Opal Street, Deerwood Avenue, and Slate Street. Staff has contracted with a sureveyor to conduct a survey of the park area, as well as an architect to provide a conceptual design of the park and provide an estimate of costs for the proposed improvements.

# **Project 1: Play Structure Replacement**

This project proposes the removal of the existing outdated play structure and replacing the structure with a ship play area for children ages 2-5 and an additional island play area for children ages 5 - 12 years. The play area will also include the replacement of the swings. Once these items are placed we will install new rubberized surfacing. Based on the engineers construction estimate, staff has determined the approximate costs for the removal and replacement of the play structures as well as the placement of the expanded rubberized surfacing to be \$468,000.

# CITY MANAGER'S REPORT PAGE 2 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING REVIEW AND PROVIDE DIRECTION ON PARK IMPROVEMENTS FOR SANGALANG PARK

# Project 2: Installation of a Second Restroom

This project proposes the installation of a new restroom on the northside of the park adjacent to the new play area and the existing ball diamond. As discussed at the December 9, 2019 Council meeting, the proposed restroom will meet the requirments to allow for the designation for the separation of men's and women's facilities at this location. Staff estimates the approximate costs for the purchase and placement of this restroom facility to be \$282,900.

# Project 3: Installation of a Waterplay Splashpad

Currently the City of Lathrop has two waterplay areas within the community. Valverde Park has a small water fountain feature and Mossdale Community Park has a 5 item water play area. The proposed project at this location will include 5 to 6 water themed items to match the play structure theme such as Rain Shack, a Palm Tree with Dumping Bananas, a Shower Tunnel, a Curved path of pop-up jets, and a Whale Tail waterfall. Staff estimates the approximate costs for the purchase and placement of these items to be \$445,300.

# Project 4: Installation of Tennis Courts

This project proposes the installation of two tennis courts adjacent to the existing basketball court in the middle of the park. The courts would be fenced and include benches. Staff estimates the approximate costs for the installation of these courts to be \$369,900.

# **Project 5: Park Sign and Placement of Historical Marker**

This project would propose to replace the existing wooden sign at the corner of Deerwood Avenue and Slate Street with a concrete park name sign at this corner as well as at the corner of Opal Street and Deerwood Ave. Staff is also proposing to place a historical marker and the installation of a lighted flagpole to post both American and POW flags at this location to educate park visitors about Apolinar Sangalang including his military service. Staff estimates the approximate costs for the purchase and installation of these items to be \$35,500.

# **REASON FOR RECOMMENDATION:**

Staff is returning to Council as requested to present the conceptual design of the Sangalang Park improvement projects and the associated costs. Staff asks Council to review the projects presented and provide direction as to which projects should be considered as part of CIP PK 20-18 Sangalang Park Improvements.

# FISCAL IMPACT:

Staff estimates the following approximate costs associated with each of the projects presented within this report:

Project 1: Play structure Replacement	\$468,000
Project 2: Placement of a Second Restroom	\$282,900
Project 3: Installation of a Waterplay Splashpad	\$445,300

# CITY MANAGER'S REPORT PAGE 3 DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING REVIEW AND PROVIDE DIRECTION ON PARK IMPROVEMENTS FOR SANGALANG PARK

<b>Project 4:</b> Installation of Tennis Courts	\$369,900
<b>Project 5:</b> Park Sign and Placement of Historical Marker	\$ 35,500
Projects Estimated Cost	\$1,601,600
Project contingency (15%)	\$ 240,240
Total Estimated Costs:	\$1,841,840

Staff will include projects selected by Council and move forward with the development of construction documents, secure bids for the project, and return to Council for approval of the construction contract and related budget amendment. Based on the directon of Council these one time improvement projects could be funded through available Measure C funds. CITY MANAGER'S REPORT PA DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING REVIEW AND PROVIDE DIRECTION ON PARK IMPROVEMENTS FOR SANGALANG PARK

**APPROVALS:** 

Zachary Jones Director of Parks and Recreation

Michael King

Director of Public Works

Cari James Director of Finance and Administrative Services

Salvador Navarrete City Attorney

22

Stephen J. Salvatore City Manager

11-30-2020

Date

12-2-2020 Date

2020 Date

1-30-2020 Date

12.7.2020

Date

# CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

ITEM:	RECEIVE AND OPEN PUBLIC REVIEW PERIOD OF THE LATHROP PARKS AND RECREATION MASTER PLAN
RECOMMENDATION:	Council To Receive the Final Draft of the City of Lathrop Parks and Recreation Master Plan and Open 30-day Period of Public Review and Comment.

## SUMMARY:

Staff requests City Council receive the final draft of the City of Lathrop Parks and Recreation Master Plan and open a 30-day period for public review and comment. Following the public review period staff will return to Council for the adoption of the final Parks and Recreation Master Plan.

# **BACKGROUND:**

On September 9, 2019 City Council approved a professional services agreement with GreenPlay, LLC to conduct a comprehensive Parks and Recreation Master Plan. Due to the rapid growth and changing demographics in Lathrop, the City chose to develop the master plan using an outside consultant to ensure the process was community driven and provided a transparent evaluation of the City's current facilities, parks, programs, department operations, and future planning considerations.

This Master Plan focuses on an in-depth analysis of the following areas of service:

- Demographic Assessment
- Trend Analysis
- Community Outreach
- Conduct a City Wide Survey
- Community Needs Assessment
- Analysis of Fees and Charges

- Inventory of Current Facilities
- Identification of New Facilities
- Analysis of Current Services
- Identify Climate Concerns
- Review Sources of Funding
- Develop a Plan of Action

Our consultant, GreenPlay, LLC, gathered data for this plan through hosting public open forums and focus groups, meetings with City Commissions and the City Executive Staff, and individual work sessions with City Council members. They completed a statistically valid community survey, performed component-based mapping, conducted a city-wide inventory and analysis of park locations, reviewed trails and open space, recreation programs, identified city owned properties, analyzed current level of service, identified possible locations for future public facilities, benchmarked similar park and recreation agencies, and compared this data with data from the National Parks and Recreation Association. The information generated from this analysis was utilized to develop the draft of the City of Lathrop Parks and

#### PAGE 2

## **CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING** RECEIVE THE FINAL DRAFT OF THE CITY OF LATHROP PARKS AND **RECREATION MASTER PLAN FOR PUBLIC REVIEW**

Recreation Master Plan.

This final draft of the Parks and Recreation Master Plan has been reviewed by City Staff and presented to the Parks and Recreation Commission at the December 3, 2020 meeting, where it was recommended to have City Council accept this draft and open a 30-day review and comment period.

# **REASON FOR RECOMMENDATION:**

The Parks and Recreation Master Plan provides a 5-year vision for the city's park and recreation system, and specific policies and standards to direct day-to-day decisions. This Master Plan will set forth a framework that will allow the City to respond to new opportunities as they arise, set a schedule of repair and replacement for current facilities, ensure that adequate parks and recreation facilities are constructed to meet the needs of the City's current and future residents.

The 30-day public review and comment period will provide our residents the opportunity participate in the completion of the final document. Following this review period staff will return to Council for the acceptance of the completed Parks and **Recreation Master Plan** 

# **FISCAL IMPACT:**

There are no fiscal impacts associated with report.

# **ATTACHMENTS:**

A. Final Draft of the City of Lathrop Parks and Recreation Master Plan

# **CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING RECEIVE** THE FINAL DRAFT OF THE CITY OF LATHROP PARKS AND **RECREATION MASTER PLAN FOR PUBLIC REVIEW**

**APPROVALS:** 

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achary Jon Director of Parks and Recreation

Mark Meissner Director of Community Development

Michael King

**Director of Public Works** 

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Cari James Director of Finance and Administrative Services

Salvador Navarrete City Attorney

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Stephen J. Salvatore City Manager

12-7-2020

Date

12-7-2020 Date

12-7-2020 Date

1217/2020 Date

2-7-2020

12.8.2020 Date

PAGE 3



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Y

City of Lathrop Department of Parks and Recreation FY 2021-2026 Five Year Master Plan



# ACKNOWLEDGEMENTS

# Mayor and City Council

Mayor, Sonny Dhaliwal Vice Mayor, Martha Salcedo Councilmember, Paul Akinjo Councilmember, Diane Lazard Councilmember, Jennifer Torres-O'Callaghan

### Administration

City Manager, Stephen J. Salvatore

#### **Director of Finance and Administrative Services**

Cari James

#### **Parks and Recreation Staff**

Director of Parks and Recreation, Zachary Jones Superintendent of Parks and Recreation, Todd Sebastian, CPRP

#### **Parks and Recreation Commission**

Ajit Singh Sandhu Jimmy Zien Minnie Diallo Romi Bhinder Hope Datoc

## **Consultant Team**

GreenPlay, LLC LandDesign RRC Associates

For more information about this document, contact GreenPlay, LLC At: 1021 E. South Boulder Road, Suite N, Louisville, Colorado 80027, Telephone: 303-439-8369 Email: <u>info@greenplayllc.com</u> <u>www.greenplayllc.com</u>

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# EXECUTIVE SUMMARY

# A. Planning Purpose

The Parks and Recreation Master Plan is a result of valuable information that has been gathered to provide a roadmap for the City to ensure that there is an appropriate balance of facilities, services, and amenities within the community now and into the future.

The process began with an assessment of the City of Lathrop's Parks and Recreation system and included an evaluation of parks, programs, open spaces, trails, facilities, and amenities. A review of recreational services was also conducted to see how they are meeting the needs of residents and keeping up with the growth of the City. Maintaining existing and planning for new facilities, visioning for new and existing programs, and service delivery are the focus for Lathrop as the City moves forward.

#### Figure 1: 2020 Parks and Recreation Branding



## **Planning Process Overview**

The integrated project team guided a review of institutional history, analysis of existing conditions, and engagement with members of the Lathrop community. Key tasks included:

#### Figure 2: Planning Process



# B. Inventory Assessment and Level of Service Summary

Parks and facilities were inventoried and assessed for function and quality in December 2019 using the GRASP[®]-IT audit tool. This tool classifies park features into one of two categories: components and modifiers. A component is a feature that people go to a park or facility to use, such as a tennis court, playground, or picnic shelter. Modifiers are amenities such as shade, drinking fountains, and restrooms that enhance the comfort and convenience of a site. Find further definitions and discussions in *Appendix A*.

GRASP[®] (Geo-Referenced Amenities Standards Process) is the proprietary name for an approach that has been applied in more than one hundred communities across the country to evaluate Level of Server (LOS) for Parks and Recreation systems. With GRASP[®], information from the inventory of parks and facilities described in *Section III* was used in combination with Geographic Information Systems (GIS) software to produce analytic maps and data that show the quality and distribution of Park and Recreation services across Lathrop.

Observations and conclusions based on visits to each park or facility include the following:

- A wide variety and diversity of park types and sizes can be found across Lathrop
- Parks are well maintained but for many the LOS varies through assets and services provided
- Most common components include playgrounds, open turf, shelters, courts, and sports fields

# C. Key Challenges and Opportunities

Key challenges and opportunities were identified using several tools including review of existing plans and documents, focus groups, stakeholder meetings, a community survey, asset inventory, and level of service analysis. The information gathered from these sources was evaluated, and the recommendations were developed that address the following key challenges and opportunities:

- · Maintaining, improving, and repairing existing facilities
- Improving connectivity, developing trails and walking paths
- Increasing availability for indoor space for programs, fitness, gyms, and meeting space
- · Continuing to develop partnerships and engage schools along with other surrounding communities
- Preserving open space/land acquisition
- Creating a strong community
- Need for new facilities and amenities: multigenerational community center, gym space, splash pads, dog park, outdoor fitness
- · Addressing accessibility: ADA, within existing and future neighborhoods
- Increasing programming for events, youth, fitness, wellness, outdoor recreation and both youth and adult sports
- There is a need to seek additional funding sources: foundation, user fees, resource allocation, cost recovery models, and capital funding opportunities



# D. Summary of Recommendations and Action Plan Table

Goals, Objectives, and Action Steps are outlined in the main document to help create a process to move forward. Over the next five to ten years, many influences will impact the success of the development of future programs, services, amenities, and facilities. Funding availability, staff support, and community support will play significant roles in future planning efforts.

The action plan identifies specific objectives for the following goals:

- Redesign of existing Lathrop Community Center at Valverde Park
- Additional Community Center in River Islands
- Identify Sports Complex with lighted facilities

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# I. INTRODUCTION OF THE PLANNING CONTEXT

# A. Introduction and Purpose

The Parks and Recreation Master Plan will guide the City of Lathrop in its planning efforts for Parks and Recreation over the next five years. Through a detailed assessment and evaluation of parks, recreation programs, open spaces, facilities, and other amenities, the City can respond to the needs of a diverse community. The City will have the opportunity to utilize the plan as a roadmap for Parks and Recreation activities ensuring an appropriate balance of facilities, amenities, and services throughout the community.

The document contains a complete listing of goals, objectives, and actionable strategies that have been developed with recommendations from outreach with our community members to guide the City in its system-wide approach for quality of life services. The Department will use the plan as a resource for future development, renovation, and redevelopment of the City's Parks and Recreation facilities as well as a guide for streamlined and improved programming.



# **B. History and Framework of Lathrop**

The City of Lathrop was founded on the development of the Central Pacific Railroad in 1870 and became incorporated in 1989. Lathrop is currently one of the fastest growing communities in California. Located in the San Joaquin Valley, about 50 miles south of Sacramento, Lathrop is located at the intersection of three major freeways and is currently home to about 25,000 residents with a projected population growth to reach 45,443 by 2030.

In 2014, the City made a commitment to the Lathrop community to provide a full-service Parks and Recreation Department. This Master Plan will serve as the City's inaugural Parks and Recreation Master Plan. While Lathrop currently offers Parks and Recreation programs and facilities for residents, this plan recognizes that the City hopes to add new Parks and Recreation facilities within the next five years, as well as the potential renovation of existing facilities. It is the goal of the City to plan for anticipated growth while balancing the needs of residents in the more developed sections of the City with those of the newer, planned areas. The end goal is to create a balance of parks, facilities, and programs with accessibility to everyone in the community. This should be the vision as the City continues to grow.

# C. Parks and Recreation Department Overview

As a community in a period of exponential growth and development looking to shape its future, this Parks and Recreation Master Plan will play a role in that process through improvements to the quality of life elements for all residents.

Stretching approximately 23 square miles with 108 acres of parks and open space distributed across the City, the Parks and Recreation Department is well positioned to begin planning and focusing on facilities, parks, and programs in order to strengthen the opportunities and needs of the community.

Within local parks one can find amenities such as a community center with a gymnasium, open green space, baseball, volleyball, basketball, splash pads, playgrounds, picnic areas, and other common components found in most Parks and Recreation facilities. The City also utilizes Manteca Unified School District (MUSD) facilities as part of an existing joint use agreement. The Department also has three indoor facilities within its operational system. Those facilities include the Lathrop Community Center, the Lathrop Generations Center, and the Lathrop Senior Center.

The Department employs 12 full-time employees, with numerous part-time staff serving in various capacities. The Department also collaborates with various individuals and organizations on a contractual basis for classes and instruction within the community. The City's Public Works Division oversees park and facility maintenance contracts with the private sector for mowing and landscaping within the parks.

The Department has a strong programming philosophy focused on activities and programs that are multigenerational in nature. These programs include:

- Community events
- Spring, Fall, Winter, Summer and sports camps
- Kids Club-before and after school
- Teen classes, events, trips and tournaments
- Art programs-painting, and dance

- Senior programs
- Youth and adult sports programs
- Contracted leisure classes
- Dog obedience

In addition to programming, the Department oversees and manages the following parks and facilities:

- . **Apolinar Sangalang Park**
- Armstrong Park .
- **Basin Park** ٠
- Lathrop Community Center .
- Crescent Park .
- Crystal Cover Park
- Lathrop Generations Center
- Lathrop Skate Park ٠
- . Libby Park
- Michael Vega Park .

- . Milestone Manor Park
- Mossdale Commons .
- William S. Moss Park
- Park West .
- **Reflections Park** .
- **River Park North** .
- **River Park South**
- .
- . Lathrop Senior Center

- Mossdale Landing **Community Park**
- Leland and Jane Stanford Park
- Summer House Park
- The Green
- **Thomsen Park**
- **Tidewater Park**
- Valverde Park
- Woodfield Park

# **D. Related Planning Efforts and Integration**

As the first system-wide Parks and Recreation Master Plan for the City of Lathrop, key components of the process included research and review of other planning documents in order to understand the key factors impacting Lathrop's future. The plan will serve as and build upon other supporting documents as they are revised and updated. The plans that have been reviewed include:

- City of Lathrop General Plan
- Central Lathrop Land Use Map ٠
- Central Lathrop Specific Plan .
- **River Islands Master Plan**



- Somerston Park

# E. Methodology of this Planning Process

The process of developing the Parks and Recreation Master Plan included the formation of an integrated project team. The team was composed of select staff from the City, the GreenPlay consultant team, LandDesign, RRC Associates, and key City leadership and stakeholders who provided detailed input throughout the project. The process was inclusive to members of the community, and the public was given opportunities to participate through focus groups, stakeholder meetings, a public meeting, a mailed-invitation survey, and an open-link survey. The overarching goal was to create a valid approach with input from many sectors of the entire City, which would create a plan that blended consultant expertise with the local knowledge of the community and its residents. *Table 1* below outlines the overall process and dates.

#### **Table 1: Overall Process and Dates**

<ul> <li>Strategic Kick-Off &amp; Determination of Critical Success Factors</li> <li>Project Coordination</li> <li>Document Collection/Integration of Existing Plans</li> <li>Determination of Critical Success Factors/Performance Measures</li> </ul>	October 2019
Community Profile & Engagement Integration with Survey <ul> <li>Initial Information Gathering</li> <li>Focus Groups/Staff/Stakeholder Interviews</li> <li>Community Wide Public Meetings</li> <li>Needs Assessment/Statistically Valid Survey</li> </ul>	December 2019
<ul> <li>Resource Inventory, Site Assessment &amp; Mapping</li> <li>Inventory and Level of Service Analysis</li> <li>Assessment of Existing Standards</li> <li>Demographics, Trends, and Community Profile</li> <li>Organizational/Program Analysis</li> </ul>	December 2019-March 2020
Identification & Analysis <ul> <li>New Parks &amp; Recreation Facilities</li> </ul>	February-April 2020
Financial Analysis	March - April 2020
Findings & Visioning • Key Issues Analysis Matrix • Visioning Strategies Workshop • Action Plan/Recommendations	April 2020
Draft Plan, Action Plan, & Presentation	April 2020
Final Plan, Presentation, and Deliverables	October 2020

The process included the following tasks that were carefully analyzed and evaluated to assist with the recommendations and action plan. The details of each task are outlined in the following sections and include findings from the individual tasks.

Task 1: Demographic Assessment

Task 2: Trend Analysis

Task 3: Civic Engagement

Task 4: Completion of a Statistically-Valid Citywide Survey

Task 5: Community Needs Assessment

Task 6: Fees, Charges, and Cost Recovery Analysis

Task 7: Inventory of Parks and Recreation Facilities

Task 8: Identification of New Park and Recreation Facilities

Task 9: Analysis of Programs, Services and Maintenance Standards

Task 10: Climate, Biological, Natural Resources and Cultural Legacy

Task 11: Capital Improvement Funding

Task 12: Action Plan

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# **II. IDENTIFIED TASKS**

## **Identified Tasks**

#### Task 1: Demographic Assessment

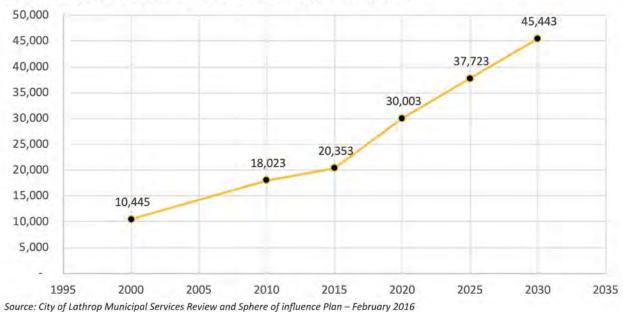
Analyzing demographic data can inform decision making and resource allocation strategies for the provision of parks, recreation, and open space management and is sourced from local and national reports. The Municipal Services Review and Sphere of Influence Amendment, prepared by the City of Lathrop for the San Joaquin County Local Agency Formation Commission (LAFCo) in February 2016, was referenced for population estimates and projections. This report took into consideration the construction of the River Islands Project, which resulted in an extremely high population growth that national sources could not have tracked. Esri Business Analyst, a national source based on the US Census, estimates a number of various other household data points representing July 1 of the current (2019) and forecast years (2024). Data for this report was compiled in April 2020.

#### POPULATION

According to the City of Lathrop Municipal Services Review and Sphere of Influence Plan, the 2000 population was estimated at 10,445. In 2010, the population had reached 18,023 with an estimated annual growth rate of 4.2 percent. By 2020, the population was projected to reach 30,003 with an annual growth rate of 9.48 percent. The rapid growth rate in the City of Lathrop is reflective of the large amount of residential and commercial development taking place within the City. Population estimates are



dependent on building permit activity and approved subdivision projects. While growth rates are expected to stabilize beyond 2020, the City of Lathrop is continuing to plan for rapid growth with the General Plan projecting a city build-out population of 85,292.



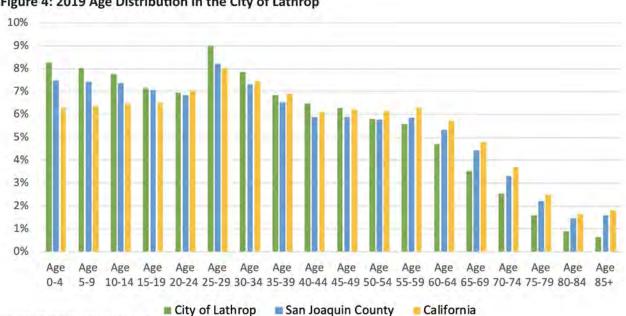


#### AGE

The median age in the City of Lathrop in 2019 was 31.8 years old, younger than median age in the State of California (36.3) and the United States (38.5). It is expected that the median age will only increase slightly in 2024 to 31.9 years old.



The City of Lathrop has the highest percentage of residents 25-29 years old (9%), and a large proportion of children 0-4 years old (8.2%) and 5-9 years old (8%). Compared to national data points, Lathrop had a younger demographic with an age distribution indicative of a population of young families. This is an important factor in determining the provision of Parks and Recreation programs and services.



#### Figure 4: 2019 Age Distribution in the City of Lathrop

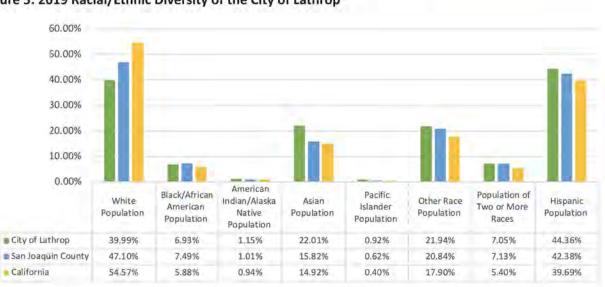
Source: 2019 Esri Business Analyst

12

# 44 percent of Lathrop residents identified as Hispanic in 2019.

**RACE/ETHNIC CHARACTER** 

The City of Lathrop was more diverse than the average United States population in 2019, with 77 percent identifying as a race other than White/ Caucasian. Those that identified as Asian made up 22 percent of the total population, higher than the State of California (15%). Roughly 7 percent of the population identified as Black or African American, and 21 percent identified as another race not specified on the U.S. Census.



The U.S. Census notes that Hispanic origin can be viewed as the Heritage, Nationality, Lineage, or Country of birth of the person or the person's parents or ancestors before arrival in the United States. Approximately

HISPANIC ORIGIN:

44.4%

**Business Analyst** 

# Figure 5: 2019 Racial/Ethnic Diversity of the City of Lathrop

Source: 2019 Esri Business Analyst

#### **EDUCATIONAL ATTAINMENT**

Table 2 shows the percentage of residents (18+) that obtained various levels of education. The City of Lathrop ranked slightly lower than the State of California and the United States in terms of educational attainment. For instance, approximately 21 percent of the population did not receive a high school or equivalent diploma in the City in 2019, compared to the State of California (16.2%) and the United States (11.6%). This is an opportunity for the City to provide additional life-long learning programs for youth and young adults.

Level of Education	City of Lathrop	San Joaquin County	California
Less than 9th Grade	10.28%	10.76%	8.95%
9-12th Grade/No Diploma	10.61%	9.37%	7.26%
High School Diploma	26.14%	24.06%	18.58%
GED/Alternative Credential	2.68%	3.8%	2.25%
Some College/No Degree	24.04%	23.31%	21.00%
Associate's Degree	9.62%	9.37%	7.77%
Bachelor's Degree	11.91%	13.12%	21.35%
Graduate/Professional Degree	4.72%	6.21%	12.84%

Table 2: 2019 City of Lathrop Educational Attainment

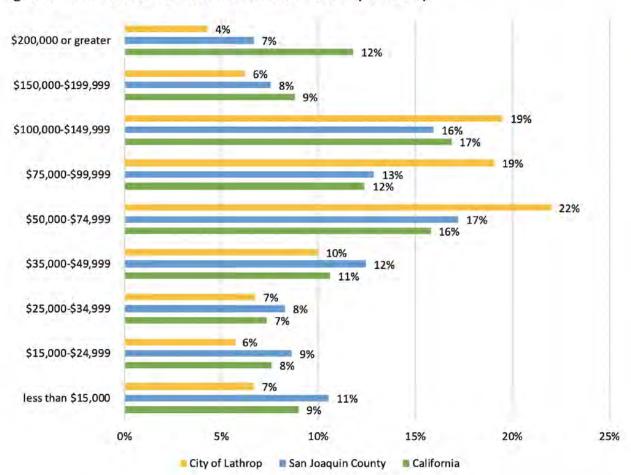
Source: 2019 Esri Business Analyst

#### HOUSEHOLD DATA

The median household income in Lathrop in 2019 was \$73,358, similar to the State of California (\$74,520). The median home value in the City of Lathrop was \$357,114, lower than California (\$556,621) and greater than the United States (\$234,154). The average household size was 3.82 persons in Lathrop in 2019, compared to 2.92 in California, and 2.59 in the United States. An estimated 10.7 percent of households in the City of Lathrop received food stamps, compared to the rate in California at approximately 9.4 percent.

MEDIAN HOUSEHOLD INCOME: \$73,358 Source: 2019 Esri Business Analyst







#### EMPLOYMENT

Approximately 48 percent of the population was employed in white collar positions, which typically performs managerial, technical, administrative, and/or professional capacities. Approximately 35 percent were employed by blue collar positions, such as construction, maintenance, etc. About 16 percent of residents were employed by the service industry. In 2019, an estimated 5.9 percent of the population was unemployed, compared to the rate of California (5.5%) and the United States (4.6%).

UNEMPLOYMENT RATE: 5.9% Source: 2019 Esri Business Analyst THIS PAGE IS INTENTIONALLY LEFT BLANK

#### Task 2: Trends Analysis

An evaluation of identified trends related to Lathrop and surrounding communities, along with national and local lifestyle trends, served as a background document to help guide the efforts in the delivery of Parks and Recreation services as well as facility recommendations.

The changing pace of today's world requires analyzing recreation trends from both a local and national level. From a national perspective, organizations including the National Recreation and Park Association (NRPA), the American College of Sports Medicine (ACSM), and the Outdoor Industry Association (OIA), among many others, attempt to summarize and predict the most relevant trends impacting health, wellness, outdoor recreation, and parks for the current year. This broad level overview of 2020 trends can help prepare agencies to understand how the future of Parks and Recreation might look and how agencies can be at the forefront of innovation in the field.

Local participation data as well as community input generated from the engagement process, determined the relevant trends directly related to Lathrop. This information is intended to provide a foundational context for potential recommendations discussed later in this report.

It should be noted that the local participation data that follows is gathered from ESRI Business Analyst and measures the market potential for leisure activities. Market potential provides the estimated demand for a service or product by calculating the consumption rate from local and national datapoints.¹ These estimates in participation provide a snapshot of fitness and wellness activities throughout Lathrop. Participation estimates help frame activities that are uniquely preferred in Lathrop compared to the State. Those activities that have the highest participation serve as a key perspective to understanding the community, and thus providing reference for the recommendations referenced throughout the report.

National standards are important in determining a best in practice approach for areas of consideration and recommendations.²

#### National Parks and Recreation 2020 Trends

The National Recreation and Park Association (NRPA) annually releases several predictions that could likely impact Parks and Recreation agencies. The yearly article identifies the changes agencies are likely to see in the coming year. A summary of key predictions for 2020 are listed below:

- Recreation centers will continue to become known as community "wellness hubs." These
  innovative models of health and wellness will provide safe gathering spaces, access to
  healthcare providers, food and nutrition assistance, and additional education opportunities.
  Partnerships will be formed with health-related organizations.
- E-sports will continue to increase in popularity; agencies who are able to provide tournaments
  or league play can engage teens and young adults that would otherwise not participate in
  traditional recreation programs.
- Landscape management practices may remove glyphosate, a common pesticide, due to concerns from the International Agency for Research on Cancer (IARC) that the weed killer is "probably carcinogenic to humans."
- Large parks have the ability to "cool a city" through the presence of trees and green infrastructure. Agencies may look to linear green spaces and trail corridors to reduce climate change and the impacts of extreme heat.
- One-third of agencies will have video surveillance in their parks and facilities, and the public will want more surveillance to enhance security.

Source: National Recreation and Parks Association

^{1 &}quot;Methodology Statement: 2019 Esri Market Potential" Esri. <u>https://downloads.esri.com/esri_content_doc/dbl/us/J9672_Market_Potential_DB_Methodology_Statement_2019.pdf</u>, Accessed March 2020

² Richard Dolesh, "Top Trends in Parks and Recreation 2020" National Recreation and Parks Association: <u>https://www.nrpa.org/parks-recreation-magazine/2020/january/top-trends-in-parks-and-recreation-2020/</u> Accessed 2020.

The City of Lathrop can capitalize and be considered as "best in class" if they pursue the following standards recognized by NRPA:

- 1. Recreation centers become known as "Wellness hubs".
  - a. Lathrop Community Center should be redesigned to meet current standards for programs and services
- 2. Develop a recreation center at River Islands
- Centralized locations for large community gathering should be considered as the populations continue to grow.
- 4. E-Sports and virtual programming need to be developed to meet current and future demand
- 5. Landscape management should develop maintenance standards and schedules to meet current and future level of service standard and community expectation.

#### National Health and Fitness 2020 Trends

For the past 14 years, the American College of Sports Medicine (ACSM) Health and Fitness Journal has released its fitness trends survey, which collects survey data from 3,000 health and fitness professionals. The following items made up the top ten fitness trends from the study for 2020:

- 1. Wearable Technology
- 2. High Intensity Interval Training (HIIT)
- 3. Group Training
- 4. Training with Free Weights
- 5. Personal Training
- 6. Exercise is Medicine
- 7. Body Weight Training
- 8. Fitness Programs for Older Adults
- 9. Health/Wellness coaching
- 10. Employing Certified Fitness Professionals

Source: National Recreation and Parks Association³

#### LOCAL PARTICIPATION

The figure below shows household participation in various fitness activities in Lathrop. Participation was highest for the following activities:

- Walking for exercise (22%)
- Swimming (15%)
- Yoga (9%)

#### **Community Events**

- Events that encourage social media sharing will increase brand recognition and grow potential audiences for future events. Using exclusive hashtags, installing visually appealing artwork, and utilizing photo booths are just a few ideas
- Local events can appeal to residents if there is a unique one-of-a-kind experience. By focusing
  on a specific, personalized niche rather than appealing to a broad audience, residents may
  feel as if the event was created just for them
- In a survey of over 5,000 festival goers, 80 percent of millennials attended three of more events in the past year. Food-based entertainment, such as cooking demos or contests, is a reliable way to bring more people to community events

³ Walter Thompson, "Worldwide Survey of Fitness Trends for 2020" American College of Sports Medicine, <u>https://journals.lww.com/acsm-healthfitness/Fulltext/2019/11000/WORLDWIDE_SURVEY_OF_FITNESS_TRENDS_FOR_2020.6.aspx</u> Accessed 2020

#### **RELEVANT RESEARCH TRENDS**

Parks and Recreation agencies have the unique responsibility of providing unique experienced-based recreation opportunities. Understanding current and future trends in recreation can help facilitate memorable experiences for residents and visitors alike. Additionally, national and regional trends assist agencies in justifying and enhancing programming they are currently offering to their citizens.⁴

#### Dog Parks

Dog parks continue to see high popularity and have remained among the top planned additions to Parks and Recreation facilities overtime. Dog parks help build a sense of community and can draw potential new community members together as well as invite tourists who may be traveling with pets. Dog parks can be as simple as a gated area, or more elaborate with "designed-for-dogs" amenities like water fountains, agility equipment, and pet wash stations. Even "spray grounds" are being designed just for dogs. Dog parks are also places for people to meet new friends and enjoy the outdoors.

Amenities in a dog park might include the following:

- Benches, shade and water for dogs and people
- At least one acre of space with adequate drainage
- Double gated entry
- Ample waste stations well-stocked with bags
- Sandy beaches/sand bunker digging areas
- Custom designed splash pads for large and small dogs
- People-pleasing amenities such as walking trails, water fountains, restroom facilities, picnic tables, and dog wash stations

Source: Recreation Management Magazine⁵

#### **Outdoor Recreation**

- Rock Climbing: On a national level, 4.6 million people participated in either sport climbing, bouldering, or indoor climbing in 2015. According to the Physical Activity Council, climbing is most popular for those between the ages of 18 to 24
- Water Sports: Stand Up Paddling has seen a 20 percent increase in participation in the last five years; Whitewater Kayaking and Recreational Kayaking have also seen increases in participation (6 and 5.2%, respectively)
- Cycling: Mountain Biking has increased in participation 4 percent since 2013, compared to BMX Biking (12%), and Road Cycling (-0.4%). Electric Assist Bikes, or e-bikes, are becoming commonplace on both paved and non-paved surfaces. For commuters, this option allows for a quick, convenient, and environment-friendly method of transportation
- Off-road triathlons have seen approximately 17 percent average annual growth for the last five years. These races, such as XTERRAs, consist of a competitive combination of swimming, mountain biking, and trail running

Source: Sports and Fitness Industry Association⁶

^{4 &}quot;The Future of Festivals: 8 Trends You Need to Know" EventBrite. Accessed 2020.

⁵ Dave Ramont, "Parks Gone to the Dogs" Recreation Management Magazine, <u>https://recmanagement.com/feature_print.php?fid=201703FE02</u> 6 "2018 SFIA Topline Report" Sports and Fitness Industry Association, accessed 2020.

#### Splash Pads

- Splash Pads are aquatic recreation areas with little to no standing water. Typically, no lifeguard
  is needed to supervise the area
- A Splash Pad may have ground nozzle sprays or above grade sprays on top of a concrete deck; Many Splash Pads feature interactive components to encourage play
- Splash Pads typically offer access for all ages and abilities with no specialized equipment needed for those with disabilities
- When designed next to a shelter/pavilion, revenue from rentals can help fund operations, maintenance, and future expansion
- Splash Pads are also considered important for climate change; there is an increased need for accessible cooling hubs as cities experience hotter, drier summers
- Compared to a traditional aquatic facility, splash pads typically incur lower maintenance costs, require less water, and lower staffing costs. In addition, there is less drowning risk in a Splash Pad compared to a pool

Source: Great Southern Recreation7

#### **Trail Connectivity**

- A connected system of trails increases the level of physical activity in a community, according to the Trails for Health initiative of the Centers for Disease Control and Prevention (CDC)
- Trails in urban neighborhoods create 'linear parks' which make daily exercise and nonmotorized transportation more accessible for residents and visitors. Urban trails should connect people to heavily frequented areas, such as schools, transit centers, businesses, and neighborhoods
- It has been recognized that active use of trails for positive health outcomes is an excellent way to encourage people to adopt healthy lifestyle changes

Source: Centers for Disease Control (CDC);⁸ American Trails;⁹ National Trails Training Partnership¹⁰



7 Dustin Graham, "Designing a Splash Pad" Great Southern Recreation, <u>https://ced.uga.edu/news_and_events/continuing-education/</u> images/2019%20Short%20Course%20Designing A_Splash_Pad.pdf Accessed 2020

^{8 &}quot;Parks, Trails, and Health Resources" Centers for Disease Control and Prevention (CDC), <u>https://www.cdc.gov/healthyplaces/healthtopics/parks_resources.htm#tools</u>, accessed 2020

^{9 &}quot;Benefits of Trails," American Trails, https://www.americantrails.org/resources/benefits-of-trails, Accessed 2020

^{10 &}quot;Health Community: What you should know about trail building," National Trails Training Partnership: Health and Fitness, <u>http://www.americantrails.org/resources/health/healthcombuild.html</u>, accessed 2020.

#### **Task 3: Civic Engagement**

Community engagement and stakeholder input are valuable tools that were identified as a key component for the planning process. The engagement allows the residents, users, and all persons that have a stake in the community to offer input in the creation of the plan and future development of the Parks and Recreation Department. The community and stakeholder input process allowed numerous opportunities for input during the planning process. For this plan, residents and stakeholders were invited to take part in public meetings and an additional joint meeting of various commissions and committees followed by a meeting with each council member and the City Manager during the information gathering. The input provided by the community members assisted in developing the survey and needs assessment. In addition, citizens were provided the opportunity to review the findings and the draft documents as the plans came together.

The focus group meetings allowed the residents to provide input regarding the strengths of the Department, opportunities that they believe exist for improving the direction of the Department, and facilities and programs offered to the community. The following is a summary of the key findings from these meetings that provided additional information in the creation of the community survey.

#### **Key Strengths**

The residents of Lathrop identified the current strengths of the Department, celebrating what the City is doing well and the overall values of the Department. The following captures the public's view of Lathrop's identified strengths.

# THE DEPARTMENT

- Valued staff
- · Great customer service
- Strives for excellence
- Teamwork

# PROGRAMS

- Great schedule of special events
- Programs motivate the participants
- Inclusive programs
- Family oriented
- Affordable
- Great parks
- Commitment to service and vision

- Committed to Quality/standards
- Building and strength of community
- Health and wellness of the community is valued and important to staff
- Diversity of programs honors cultural and ethnic diversity of the community
- Senior programming
- Kids Club program
- Generations Center
- Outdoor fitness equipment

#### **Key Opportunities**

Another aspect of the community and stakeholder input process was to identify potential opportunities that exist for the City to improve the operation and administration of the Department. In order to move forward and provide a plan over the next five years, it is important to take advantage of these opportunities to continue offering quality services to the residents of Lathrop. Opportunities can consist in various forms, including creating new programs, improving current amenities, and entering strategic partnerships that can guide the Department as the community grows.

Additional recreation programming opportunties were identified to address the following areas:

- More athletic programs
- Senior classes
- Cultural and arts programs
- Community events
- Youth afterschool/summer camps
- Fitness and wellness programs
- Children's programs and classes
- Teen activities and trips
- Computer coding and robotics programs

- E-games and E-sports leagues
- Swim lessons/aquatic programs
- Outdoor/environment/nature programs
- Youth programs (non-sport related)
- Woodshop/woodworking
- Young child (3-5 years) programs
- Adaptive (therapeutic) recreation
- Art classes (painting, dance, music)

In addition to the recreation programming opportunities, the community also identified specific opportunities to improve the current recreation facilities. The following are a summary of the comments regarding opportunities to improve the existing recreation facilities:

- New state of the art recreation centers
- Trails/paths/nature trails
- Larger facilities for camps
- Increased access to natural water access opportunities for recreation
- Better equipment in the gym for fitness (mats, steps, sound)
- Outdoor fitness (group challenge course)
- Improved facility maintenance

- Pickleball courts
- Senior multiuse center
- Alternative sports (BMX, skateboard etc.) courses
- Additional gymnasiums add on current recreation centers
- More programming space (indoor)
- Increase the opportunity for water play such as splash pads, etc.

The City has many amenities of which the residents and visitors of Lathrop can take advantage. There are several areas that were identified to improve the level of standard of the City's assets and increase usage of the park system. The following summary identifies areas that can be addressed in the current system, along with potential additions to the system:

- Pedestrian/bike trails/connectivity to parks
- State of the art indoor, multi-purpose facility
- Splash pads at community parks
- Include wayfinding signage
- Playgrounds/playground equipment
- Performing Arts Center
- Improved amenities in parks as indicated by replacement schedule (restrooms, lighting, pavilions etc.)
- Outdoor event space for festivals and special events
- Botanical and community gardens
- More open space and natural areas
- Enhance dog parks
- Sports Complex (light fields)

In addition to the strengths, weaknesses, and opportunities gathered from the community during input sessions, the public and stakeholders also identified priorities for the plan. The identified priorities will provide valuable input to implement a plan that will benefit all residents of Lathrop. The priorities include the following areas:

- Create a central location for a special events center
- Redesign and expansion of the existing Lathrop Community Center at Valverde Park and construct new multi-use recreation center with indoor athletic spaces
- Renovate and improve existing facilities and parks as noted in the Level of Service and GRASP® analysis
- Develop a detailed landscape maintenance plan and schedule
- · Continue to expand use of technology to communicate information to the public.
- Strengthen partnerships and Joint Use Agreements with the Manteca Unifed School District and Banta School District for shared use of facilities and join program opportunities
- Accessibility to park and facilities through improved connectivity: trails, greenways, multi-use paths; consider a trails/bike/pedestrian plan



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# Task 4: Completion of a Statistically Valid City-Wide Survey

Information captured from the public feedback sessions, as well as the staff SWOT analysis, were used to design the community needs assessment survey that was used to create the Master Plan. The survey method consisted of the following:

- A random sample invited mailed survey
- An online option of the invitation survey
- An open-link, online survey available to all residents

Capturing quantitative information through a need's assessment process was an important tool implemented to assist the drafting of this Master Plan. Information was compiled to develop a randomly mailed survey in order to achieve statistically-valid responses. It was carefully constructed to be easily understood using proven questions and terminology that was appropriate for the Lathrop community. Results were tallied, summarized, charted, and graphed. The uniqueness of the survey process also serves as an effective method to collect non-user opinions as well as current users.

Included is a summary of the random invitation and open link survey results, which have been used in conjunction with information from the planning process to help develop recommendations and action steps.

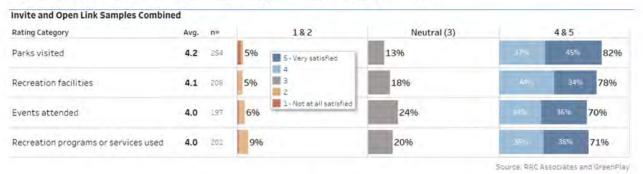
- 321 surveys were returned
  - 167 surveys were returned from mailed invitations
  - 154 surveys were completed via the open link online survey

The invitation survey was mailed and considered the "statistically-valid" survey for this plan. The analysis herein primarily focuses on responses from the invitation sample. However, open-link responses were additionally analyzed and discussed. Furthermore, results were segmented and analyzed by presence of children in the household and respondent age. Those results are presented in cases where meaningful differences were observed.



## **Key Findings**

Overall, respondents are satisfied with the quality of Lathrop parks, facilities, recreation programs, and services with average ratings between 4.0 and 4.2 on a scale of 1 to 5 across all four categories. In nationwide survey results from other city and towns, which RRC and GreenPlay have directly worked with, the average score in this category ranges between 4.0 and 4.5.



## Figure 7: Survey Key Findings, Invite and Open-link Samples Combined

Respondents indicate that special events and/or festivals put on by the City of Lathrop Parks and Recreation Department would be important for their household, with 68 percent responding "4" or "5 – Very important" on a five-point scale. The average rating was 4.0 overall.

## Figure 8: Importance of Special Events and/or Festivals

Q 4: How important do you believe special events and/or festivals put on by the City of Lathrop Parks and Recreation Department would be for your household?



Source: RRC Associates and GreenPlay

#### **CURRENT FACILITIES, PARKS AND PROGRAMS**

The importance of facilities and parks to the Lathrop community played a key role in future recommendations for the City. On a scale of 1 (Not at all important) to 5 (Very important) participants had the opportunity to rate the importance of recreation facilities and services to their household, respondents highlighted Community/ neighborhood parks as a 4.6 with 91 percent ranking them a 4 and 5. Open space/natural areas came in slightly behind at 4.6 with 90 percent ranking that category a 4 and 5. Trails and pathways followed at a 4.5, playgrounds a 4.3, water play/splash pad/aquatic facilities a 4.2 and the Lathrop Community Center a 4.1.

## Figure 9: Importance of Current Facilities. Parks. and Programs

Invite and Open Link Sample	es Combined					
Rating Category		Avg.	n=	182	Neutral (3)	485
Community/neighborhood pa	rks	4.6	239	3%	796	73% 919
Open space/natural areas		4.6	235	2%	7%	71% 90%
Trails and pathways		4.5	234	496	8%	68% 89%
Playgrounds		4.3	243	996	1196	65% 80%
Water play/splash pad/aquat	ic facilities	4.2	235	1196	12%	60% 77%
Lathrop Community Center		4.1	243	796	19%	46% 74%
Multipurpose athletic fields (	soccer, football)	4.0	241	15%	15%	50% 70%
Other programs and events	5 - Very important	3.9	101	17%	17%	54% 66%
Lathrop Generations Center	4	3.8	236	1496	23%	41% 64%
Basketball courts	3	3.8	237	16%	21%	47% 63%
Other facilities and parks	1 - Not at all important	3.8	57	20%	12%	53% 68%
Indoor athletic courts (e.g., b	asketball, volleyball)	3.8	236	18%	21%	46% 61%
Ball diamond athletic fields (t	oaseball, softball)	3.7	233	21%	18%	43% 60%
Tennis courts		3.4	229	30%	20%	35% 50%
Lathrop Senior Center		3.3	238	23% 3196	15%	36% 53%
Pickleball courts		2.5	218	36% 54%	2196	26%

Question: How important are the following recreation facilities and services to your household, and how well are the programs and facilities meeting the needs of Lathrop residents?

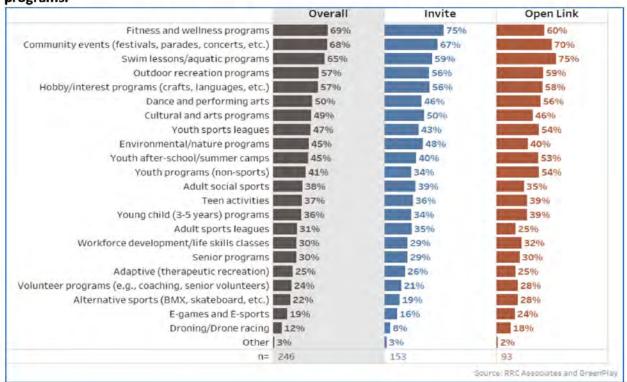
Overall, respondent ratings as to whether or not program and facilities are meeting the needs of Lathrop residents, respondents said that pickleball, tennis courts, other facilities, water play/splash pad/aquatic facilities, trails and pathways are on the lowest point of the ratings as not being met at all.

Invite and Open Link Samples Com	bined								
Rating Category		Avg.	n=	1&2	Neutral (3)		485		
Lathrop Senior Center		4.1	115	10%	1396	31%	46%	77%	
Ball diamond athletic fields (basebal	II, softball)	4.0	159	8%	20%	30%s	42%	72%	
Multipurpose athletic fields (soccer,	football)	4.0	169	10%	17%	32%	40%	73%	
Lathrop Community Center		4.0	169	896	17%	42%	33%	75%	
	5 - Completely	4.0	153	896	20%	35%	37%	72%	
Community/neighborhood parks		4.0	190	896	21%	34%	37%	7196	
Playgrounds		3.9	194	896	21%	36%	35%	71%	
Basketball courts	1 - Not at all	3.9	158	1196	20%	32%	38%	69%	
Open space/natural areas		3.6	174	16%	26%	29%	29% 58	396	
Indoor athletic courts (e.g., basketb	all, volleyball)	3.5	144	23%	26%	21/1-2	9% 509	6	
Trails and pathways		3.5	173	22%	28%	25% 2	5% 509	6	
Water play/splash pad/aquatic facili	ties	3.4	171	26%	23%	26% 2	25% 519	6	
Other facilities and parks		3.3	À1.	29%	18%	3514	20% 53	96	
Tennis courts		3.3	114	33%	22%	196. 26	46%		
Pickleball courts		3.0	75	25% 41%	18%	269	6 41%		

## Figure 10: Ranking of Current Program and Facility Needs

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#### Figure 11: Current Program and Facility Needs



Question: Please indicate whether you and your household have a need for any of the following programs.

Fitness and wellness programs, community events, and swim lessons/aquatic programs were the top three household program needs identified by respondents.

Values and vision of the Lathrop Parks and Recreation Department are important to the community. At the top of the most important purposes of parks, recreation and open space, respondents ranked encouraging active lifestyles and promoting, health, wellness and fitness as being the most important value to focus on at a 4.6 on the same rating scale of 1-5 with 5 being very important. Slightly behind at 4.4, as the second choice respondents chose the importance of providing safe places/activities for youth/teens during non-school hours. Running hand in hand, the third value and vision focused on ensuring Parks and Recreation opportunities are accessible to all residents (including safe walkable routes, trail connections, and transportation options).

Figure 12: Parks, Recreation, and Open Space Vision and Values Rankings

Question: Parks, recreation, and open space opportunities are offered in Lathrop for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes of parks, recreation, open space in Lathrop is to you and your household.

Rating Category	Avg.	n=	182	Neutral (3)	48	5
Encourage active lifestyles and promote health, wellness, and fitness	4.6	232	396	9%	72%	889
Provide safe places/activities for youth/teens during non-school hours	4.4	232	596	1196	68%	849
Ensure parks & recreation opportunities are accessible to all residents (including safe walkable routes, trail connections, and transportation options)	4.4	232	496	13%	59%	849
Ensure environmental sustainability in park design and maintenance practices	4.3	227	296	17%	55%	81%
Strengthen community image and sense of place	4.3	231	7%	12%	59%	81%
Focus on providing family-oriented activities	4.3	228	696	15%	59%	79%
Protect environmental resources and preserve land in its natural state	4.2	232	696	16%	54%	78%
Create economic benefit through attraction of businesses and enhanced property values	4.2	232	996	15%	53%	75%
Offer activities for residents to meet, socialize, and interact	3.9	230	11%	21%	38%	68%
Offer cultural events, festivals, and activities to reflect diversity & inclusivity	3.9	230	14%	18%	43%	68%
Other	3.7	65	21%	1796	45% (	5296

#### COMMUNICATION

The last section of the survey ranked response of how survey participants would prefer to receive department information about programs, events, facilities, parks, and open space amenities in Lathrop is below. In most cases, those who participated prefer a printed guide or brochure; however, newsletters and social media platforms ranked slightly behind at 57 percent and 54 percent.

## Figure 13: Best Way to Receive Communication in the City of Lathrop

Q 7: What are the best ways for you to receive information on Lathrop's parks, facilities, recreation programs, and services? (CHECK ALL THAT APPLY)

	Overall	Invite	Open Link
Activity Guide/Brochure	70%	71%	689
Newsletters	57%	69%	40%
Social media	54%	48%	64%
Email from the City	47%	40%	57%
City website	40%	40%	40%
School email/newsletter	30%	26%	36%
Flyers/posters at businesses	24%	25%	23%
At the recreation facility/program location	21%	22%	19%
Text messaging	20%	23%	15%
Word of mouth	17%	15%	21%
Other	3%	3%	4%
n=	278	165	113

Source: RRC Associates and GreenPlay

## **Task 5: Community Needs Assessment**

#### **REGIONAL COMPARISON**

Comparative analysis (benchmarking) is an important tool that allows for comparison of certain attributes of the Department's management practices and fee structure. This process creates a deeper understanding of alternative providers, their place in the market, and varying fee methodologies, which may be used to enhance and improve the service delivery of Parks and Recreation.

This analysis was completed between the Lathrop Parks and Recreation Department and similar agencies in San Joaquin County. GreenPlay worked with Parks and Recreation staff to determine the most pertinent items for the comparative analysis and received responses from the cities of Brentwood, Manteca, Modesto, Patterson, and Tracy.

A comparison of the City of Lathrop's resources with similar municipal Parks and Recreation departments in San Joaquin County was completed regarding parks, open space, buildings, and other recreation facilities, services, usage, and staffing levels. This comparative analysis is an important tool that allows for comparison of certain attributes of the Department's management practices and fee structure. This process creates a deeper understanding of alternative providers, the Department's place in the market, and varying fee methodologies, which may be used to enhance and improve the service delivery of Parks and Recreation.

It is very difficult to find exact comparable communities because each has its own unique identity, ways of conducting business, and differences in the populations that it serves. The political, social, economic, and physical characteristics of each community make the policies and practices of each Parks and Recreation agency unique. Additionally, organizations do not typically define the expenditures of parks, trails, facilities, and maintenance the same way. Agencies also vary in terms of how they organize their budget information. It may be difficult to assess whether or not the past year's expenses are typical for the community.



Therefore, it is important to take all data in the study with context, realizing that while benchmarking can be a great comparative tool, it doesn't lend itself into being a decision-making tool. For the purposes of this study, a regional approach was taken to compile a comparative analysis of neighboring agencies with similar populations.

The agencies below responded to the Consultant's request with data that is represented throughout this report. The figure below shows the locations of these agencies in relation to the City of Lathrop:

- The agencies ranged in population from approximately 22,258 (Patterson) to 213,308 (Manteca). Lathrop, at approximately 24,049 people in 2019, was on the lower range of population.
- Likewise, Lathrop also was on the lower end of employees, with only 12.25 full-time Employees, compared to Modesto with the highest number of employees (56.75).

## Figure 14: Location of Agencies Compared to Lathrop

- 1. Brentwood
- 2. Manteca
- 3. Modesto
- 4. Patterson
- 5. Tracy

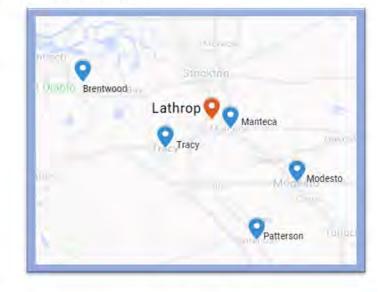


Table 3: 2019 Jurisdiction Population Compared to Full-Time Employees

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Total Resident Population*	24,049	64,277	79,223	213,308	22,258	90,319
Full-Time Employees	12.25	26	37	56.75	10	14
Non-Full-Time Employees	22	135	80**	290	71	29

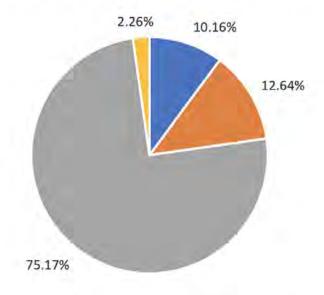
*Source: ESRI Business Analyst, U.S. Census

**Number of Non-Full-Time Employees fluctuates based on season

Table 4: Number of Parks and Park Acreage

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Total Number of Parks	25	98	68	76	37	78
Total Acres of Park Land	240.41	308	500	1615	150	650
Avg # of Acres Per Park	6.87	2.6	5	21	3.5	4.4

Figure 15: Lathrop Allocation of Total Full-Time Equivalents (FTEs) Involved in the Operational Areas

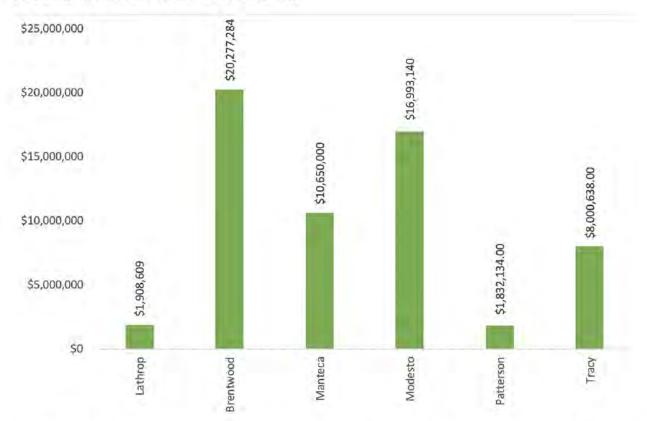


a. Administration b. Operations/Maintenance c. Programmers d. Capital development

Table 5: Percentage of Total Full-Time Equivalents (FTEs) Involved in the Operational Areas

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Administration	10.16%	24%	12%	21%	11%	N/A
Operations/Maintenance	12.64%	44%	69%	48%	90%	N/A
Programmers	75.17%	32%	17%	22%	45%	N/A
Capital development	2.26%	0%	2%	9%	0%	N/A

Figure 16: Total Annual Operating Expenditures



 Lathrop and Patterson had the lowest annual operating expenditures in 2019, significantly lower than the other agencies which ranged from \$8 million to \$20 million. Table 6: Percentage of Total Full-Time Equivalents Involved in Administration, Operations, and Programming

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Administration	84.27%	24.05%	65%	41.17%	77%	N/A
Operations/ Maintenance	13.70%	75.75%	20%	55.88%	23%	N/A
Programmers	2.03%	0.02%	15%	2.94%	0	N/A

Brentwood and Patterson did not provide data for the 2019 CIP budget. For those agencies that did
respond, Modesto had the highest CIP budget at \$19.9 million, while Lathrop had the smallest CIP
budget at \$1.5 million.

## Table 7: 2019 Annual CIP Budget

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Annual Capital Improvement Plan (CIP) Budget (\$)	\$1,482,200	N/A	\$3.3M	\$19.9M	N/A	\$1.6M

Most agencies designated much of their CIP budget to renovation and new development. Tracy allocated 100 percent to new development, while Lathrop designated 90 percent. Brentwood and Manteca both designated 100 percent to renovation.

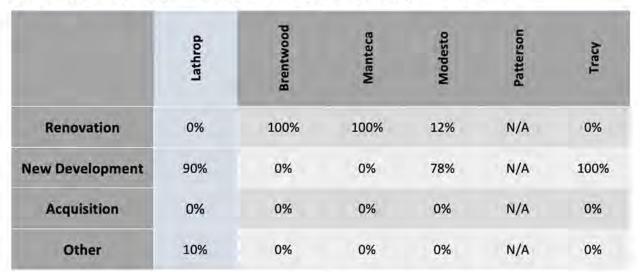


Table 8: 2019 Annual Capital Improvement Plan (CIP) Budget Designated by Expense

 Lathrop had the highest percentage of financial support from grants, at 87 percent. Compared with all other agencies. All other agencies besides Manteca (5%) had zero funding from grants.

 Most other agencies were primarily supported by the general fund through taxes, making up between 54 percent (Manteca) to 100 percent (Tracy) of funding.

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
General fund tax support	0.00%	90%	54%	58%	75%	100%
Earned/generated revenue	14.00%	10%	40%	42%	20%	0
Sponsorships	1.00%	0%	1%	0%	5%	0
Grants	87.00%	0%	5%	0%	0	0

## Table 9: Percentage of Funding by Source

- Compared to the other agencies, Lathrop has the fewest rectangular game ball fields, playgrounds, and outdoor pools/aquatic centers.
- Lathrop has the highest number of skate parks and dog parks compared to the other agencies.

Table 10: Number of Park and Facility Amenities

	Lathrop	Brentwood	Manteca	Modesto	Patterson	Tracy
Rectangular Game Ball Fields	4	10	15	29	5	20
Diamond Game Ball Fields (Youth)	7	7	10	24	2	18
Outdoor basketball courts	10	17	15	25	7	36
Outdoor Tennis/Pickleball Courts	2	2	8	37	0	16
Dog Parks	2	2	1	2	1	1
Playgrounds	18	65	69	58	22	95
Indoor Recreational Centers	3	1	0	7	1	0
Outdoor Pools/Aquatic Centers	0	1	1	1	1	1
Indoor Pools/Aquatic Centers	0	0	0	0	0	0
Splashpads/Spraygrounds	3	6	1	9	1	3
Skate Parks	2	1	1	1	1	1

*Green indicates high value

**Salmon indicates low value

## Task 6: Fees Charges and Cost Recovery Analysis

A series of staff and public workshops were held to develop a Resource Allocation Plan. The main purpose of this endeavor has been to create a fair, equitable, and transparent approach for establishing and adjusting fees and charges.

Looking at how resources are allocated provides the opportunity to meet the needs and desires of the community by supplementing the tax subsidy with other financial resources, which may include fees, sponsorships, and donations including partnerships, collaborations, and efficiencies. Undertaking this study does not imply that the target is a reduction in the use of tax subsidy; however, a target is established according to a variety of considerations and may range from 100 percent tax subsidy to zero percent tax subsidy to support a particular type of service.

Establishing a philosophy for resource allocation is the foundation for developing strong, sustainable financial management strategies.

A solid philosophy allows staff to:

- · Recognize where subsidy is being applied, and determine if it is at an appropriate level;
- Justify a pricing structure, including fees for existing and new services; and
- Evaluate service delivery mechanisms; all to maximize services to the public while assuring equity in service delivery.

The completed City of Lathrop, Resource Allocation Plan may be found in *Appendix B*. The Resource Allocation plan should be reviewed biannually in accordance with the City of Lathrop's budget schedule.

It is important that Lathrop Parks and Recreation maintain its ability to enrich the quality of life for all Lathrop residents and to deliver services at the level residents are accustomed to experiencing. The Citizen Survey results show that there is some tolerance for fee increases with current fees hindering less than 15 percent of respondents. The Parks and Recreation Department should consider increases to fees in programs and base pricing on demand, target customer data, competitor pricing, and the recently developed subsidy policy while acknowledging the need to maintain the Activity Fee Assistance Fund.

## **OPERATING EXPENDITURES PER CAPITA**

Another metric NRPA aggregates and reports on annually in its Agency Performance Review is typical operating expenditures per capita. This measurement marks non-capital dollar spending for each person living in Lathrop Parks and Recreation service area. In 2019, the typical Parks and Recreation agency spent \$78.69 for each person within their service boundary. Lathrop Parks and Recreation spent \$59.43 in FY 18-19 – short of the typical agency responsible for providing Parks and Recreation services. In FY 19-20 the Department expenditures per capita is projected to increase by seven percent to \$63.46 for each person within their service boundary.

In 2019, the City experienced a 5.2 percent increase in its population making it one of the fastest growing cities in San Joaquin County and the State. In addition, its rate of growth for new housing units was the second highest in the state, at 4.79 percent. As growth in Lathrop continues per capita spending should be re-evaluated to safeguard it is keeping pace with growth.



Source: 2019 NRPA Agency Performance Review

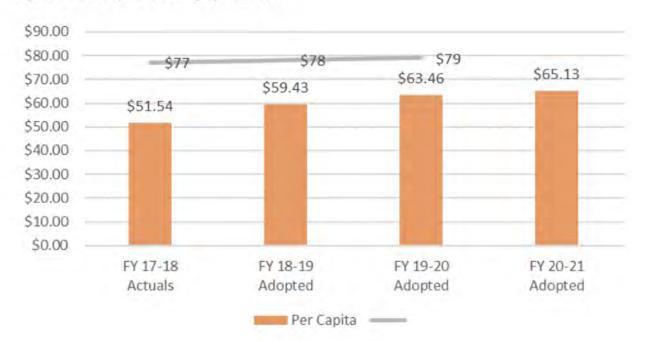
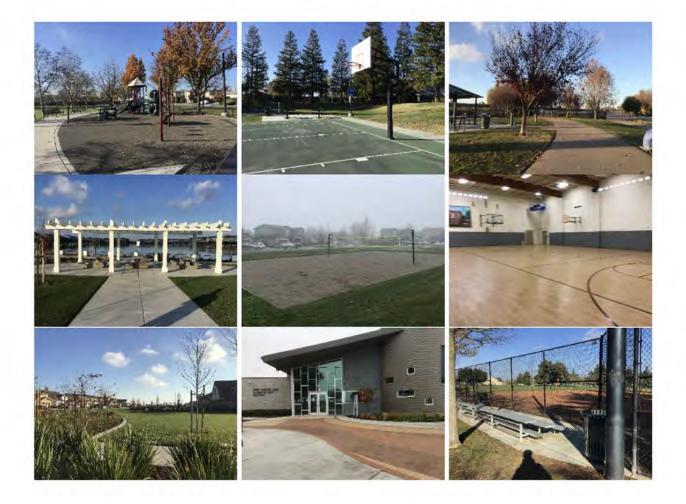


Figure 17: Per Capita Spending by Fiscal Year

## **Task 7: Inventory of Parks and Recreation Facilities**

Parks and facilities were inventoried and assessed for function and quality in December 2019 using the GRASP®-IT audit tool. This tool classifies park features into one of two categories: **components** and **modifiers**. A **component** is a feature that people go to a park or facility to use, such as a tennis court, playground, or picnic shelter. **Modifiers** are amenities such as shade, drinking fountains, and restrooms that enhance the comfort and convenience of a site. Find further definitions and discussions in **Appendix A**.

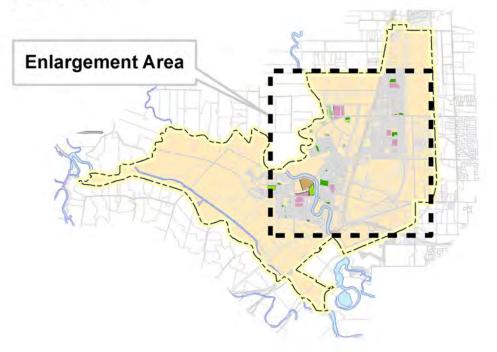
A formula was applied that combines the assessments of a site's **components** and **modifiers** to generate a score or value for each component and the entire park. The study uses the resulting scores to compare sites to each other and to analyze the overall performance of the park system.



# INVENTORY

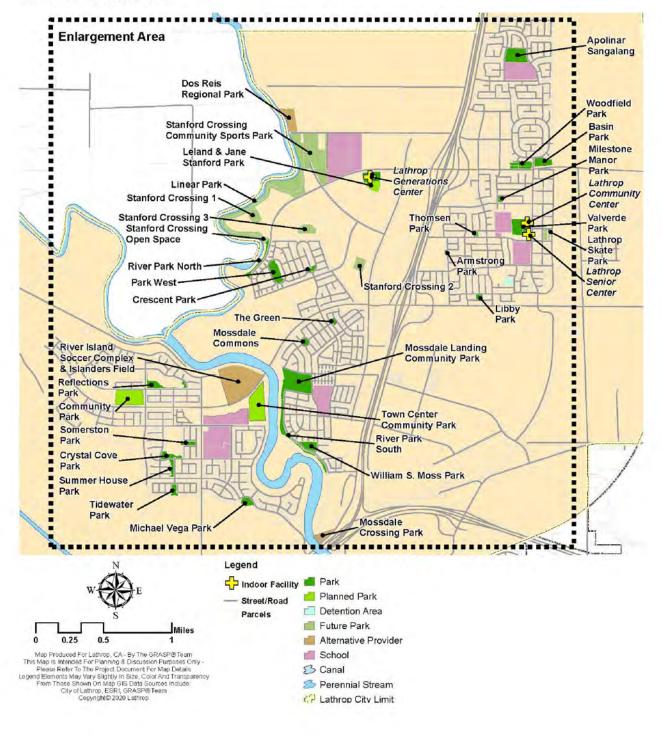
System Map Figure 18 shows the entire City of Lathrop for context.

Figure 18: Key Map



*Figure 19* shows Parks and Recreation facilities across Lathrop. The enlargement area shows the current development. Find larger scale maps in *Appendix A*.

#### Figure 19: System Map



# Table 11: Summary of Lathrop Outdoor Locations

Park/Location	Aquatics, Spray Pad	Basketball Court	Basketball, Practice	Batting Cage	Camping, Defined	Concessions	Diamond Field	Diamond Field, Practice	Dog Park	Educational Experience	Event Space	Fitness Course	Game Court	Garden, Community	Garden, Display	Horseshoe Court	Loop Walk	Open Turi	Passive Node	Picnic Ground	Playground, Destination	Playground, Local	Public Art	Rectangular Field, Comple	Rectangular Field, Large	Rectangular Field, Multipl	Shelter, Large	Shelter, Small	Skate Park	Tennis Court	Trail, Multi-use	Trailhead	Volleyball Court	Water Access, Developed	Total Components in Park	Unique Components in Par	Giś Acres	Ownership	Park Classification
Apolinar Sangalang		1				1	1					1		1		1	1	1				1				1		2						-	9	8	9.7	Lathrop	Community
Armstrong Park			1					1									1.1.1	1		1.1		1						T PET							2	2	0,4	Lathrop	Mini
Basin Park				1						1		1					1	1	-	1															4	4	4.4	Lathrop	Neighborhood
Crescent Park					1							123			1.2.2		1	1				1		_				•					1		3	3	1.4	Lathrop	
rystal Cove Park	1	1					1		1		1				1			1	1	1								1		1					5	5	3.3	Lathrop	Neighborhood
ienerations Center		1		1	1						1	1.00		1				1		1		1							1				1		6	6	6.0	Lathrop	Community
athrop Skate Park	1			1000									12.0									0							1						1	1	0.3	Lathrop	Mini
eland & Jane Stanford Park				52.	1		1.1	1				1.11	1			1				1		1			1						- 11	-			5	5	4.1	Lathrop	Neighborhood
bby Park	2-1-	all south		194-6	1		1			1		1	1	1				1				1		-			1.00	1						-	3	3	1.2	Lathrop	Mini
ichael Vega Park					1							191				2	1	1		1		1	1											1	8	7	2.9	Lathrop	Neighborhood
lilestone Manor Park																	1		1																2	2	1.0	Lathrop	Mini
lossdale Commons		1		110.1	1	1.4			1.1	1	1		1.1		1.1		1	1	1				1.1	-			1	3	1.1	T	1.11	1	1.1		6	4	1.5	Lathrop	Mini
lossdale Landing Community Park	1	1				1	3				1	1	1					1		1	1				1		2								14	11	20.4	Lathrop	Community
ark West		1	1 = 1	0.00	1.2		0,1013		1.2		12.1	) de la	10.00	1	1	(-)	1	1		1		1		-			1.001			2					7	6	6.8	Lathrop	Neighborhood
eflections Park		1															100	1				1											1		4	4	5.2	Lathrop	Neighborhood
iver Park North		1.1		121			i μΕ τ		1.12			見目的								1			1.1		1						1				1	1	3.2	Lathrop	Neighborhood
iver Park South				1000					1											1							1				1			1	4	4	7.4	Lathrop	Neighborhood
omerston Park				11.1	1				124			1.01					1	1	1			1			1				1.15					1	5	5	2.0	Lathrop	Neighborhood
ummer House Park										1					1			1		1														12411	3	3	2.1	Lathrop	Neighborhood
he Green		h.,		1			_	-	·			1.1	1.	1	1.0	_	12	1		1		1	C 4					1			-		1.24	h	4	4	1.0	Lathrop	Mini
homsen Park																		1		- 1		-													1	1	0.8	Lathrop	Mini
idewater Park	-	1			+		11			-	10.01	223	_					1		1		1					-							1	5	5	2.1	Lathrop	Neighborhood
alverde Park	1	3			1	1	2			1	1	1	1			2	1				1						1	2110							16	12	10.8	Lathrop	Community
/illiam S. Moss Park			1		1							1.11				-		1				1						1 1			1.15		1	-	3	3	4.1	Lathrop	Neighborhood
/oodfield Park	124	A Contract	1	1	1.000				1		1922-1	2-1		and the				1				1						1.000							3	3	5.5	Lathrop	Neighborhood
Existing System Totals	2	10	3	0	0	2	7	1	2	1	2	5	3	1	2	4	8	18	2	10	2	14	1	0	3	1	4	6	2	2	1	0	2	3	0.21	1211	107.9	10.00	
lanned and Funded	1	0	4	2	0	1	4	0	0	0	1	0	1	1	0	0	1	0	0	0	0	2	0	0	0	0	1	3	0	2	0	0	0	0	12		30.6		
Community Park		-	1.001	2		1	4					151	1				1. A. 1			TE		1					1	2							12	7	14.2		Planned & Funded
Town Center Community Park	1		4		1					1	1	5 T 1		1		1	1	1		14		1						1		2					12	8	16.5	Lathrop	Planned & Funded

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The system also includes the following future or potential parks or park properties.

## Table 12: Future/Potential Parks or Park Properties

Park/Location	GIS Acres	Park Classification
Horizon Detention	1.9	Future Park
Skate Park Parcel	2.0	Future Park
Proposed Linear Park	26.7	Future Park
Proposed Stanford Crossing Community Sports Park	38.9	Community
Stanford Crossing Open Space	16.4	Neighborhood
Stanford Crossing 1	5.0	Neighborhood
Stanford Crossing 2	4.5	Neighborhood
Stanford Crossing 3	5.1	Neighborhood

#### SUMMARY OF LATHROP'S INDOOR LOCATIONS

Indoor facilities we also inventoried and cataloged based on the following table. Currently, Lathrop has three indoor facilities.

## Table 13: Lathrop Indoor Facilities

Facility/Location	Educational Experience	Food - Counter Service	Kitchen - Commercial	Kitchen - Kitchenette	Multi-purpose Room	Patio/outdoor seating	Sport Court	Weight/cardio Equipme
Lathrop Community Center	- F - E		1		1	1	1	
Lathrop Generations Center	1	1	1.0		3	1000		(h.,
Lathrop Senior Center			1		3	1	1	1

#### **Park Ranking**

In addition to locating components, assessments included the functional quality of each element. **Table 14** displays the ranking of each park based on an overall score for its components and modifiers. This pivot table uses park classifications to organize and compare parks. In general, parks at the top of the list offer more and better recreation opportunities than those ranked lower.

The bar length for each park reflects its overall score in proportion to the highest-ranking (Valverde Park). There is no ultimate or perfect score. Cumulative scores are based on the total number and quality of the components in a park in addition to the availability of amenities such as restrooms, drinking fountains, seating, parking, and shade **Table 14** also indicates the average score for each classification.

ark Score/Rank by Classification	Average of GRASP [®] Score/Rank					
01 Community						
Valverde Park	80.6					
Mossdale Landing Community Park	78					
Apolinar Sangalang	38.4					
Generations Center	33.6					
02 Neighborhood						
Michael Vega Park	61.2					
Park West	38.4					
Crystal Cove Park	28.8					
Tidewater Park	28.8					
Somerston Park	28.8					
Leland & Jane Stanford Park	28.8					
Basin Park	24					
River Park South	24					
Reflections Park	24					
Woodfield Park	19.2					
Summer House Park	19.2					
William S. Moss Park	17.6					
River Park North	3.6					
03 Mini						
Mossdale Commons	33.6					
Crescent Park	19.3					
Armstrong Park	14,4					
Libby Park	13					
The Green	7.3					
Milestone Manor Park						
Lathrop Skate Park	□ 4.4					
Thomsen Park	□ 4.4					
04 Planned & Funded						
Community Park	67.6					
Town Center Community Park	67.6					
05 Other Provider						
Dos Reis Regional Park	40.8					
River Island Soccer Complex and Islanders Field	11					
Mossdale Crossing Park	8.4					
Grand Total						

#### Table 14: Park Ranking Table

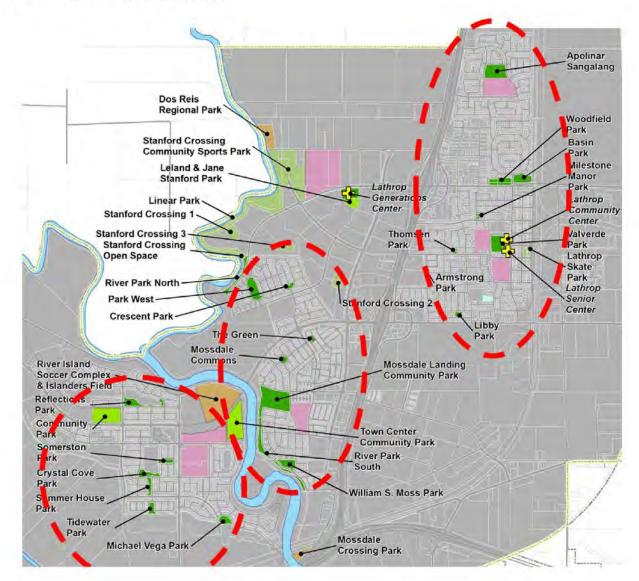
Lathrop parks are comparable to other agencies across the county by using these scores. The GRASP® National Dataset currently consists of 67 agencies, 4,570 parks, and over 24,160 components.

When comparing Lathrop parks to all other agencies and parks in the dataset, Lathrop has two parks (Valverde Park and Mossdale Landing Community Park) in the top ten percent of all parks in terms of the overall GRASP[®] score.

2 TOP 10% OF ALL PARK SCORES

#### **POPULATION DISTRIBUTION AND DENSITY**

When discussing access to recreation, it is helpful to understand the population distribution and density in Lathrop. A better way of considering where people live and where parks should be located is to look at the current make-up of the street grid in Lathrop, which better indicates residential populations. In the image below, areas indicated by the red dashed lines would show probable residential area.



## Figure 20: Probable Population Centers

#### INVENTORY KEY CONCLUSIONS AND FINDINGS

Proximity, availability of transportation, pedestrian barriers, and overall size of the City are relevant factors affecting Lathrop levels of service. The current provision of assets is relatively equitable across Lathrop when considering both drive-to and walkable access. While park distribution appears equitable, it is also evident that the majority of low scoring components occur in parks located in historic Lathrop. Improving these components will further enhance access to quality parks in this part of town.

The most obvious way to increase overall LOS is to add or enhance assets in any area with lower service, acquire land, or develop partnerships in areas lacking current service. Significant gaps in service exist in future residential growth areas and confirming park inclusion and development standards for those areas is critical to ensure adequate neighborhood and walkable access are provided in these areas as development occurs. While trails and trail connectivity scored high on survey results, the City currently offers minimal trail access and opportunities outside of existing park boundaries. Pedestrian barriers and lack of trails and sidewalks also may limit access to recreation throughout Lathrop.

An increased focus on larger community parks with enhanced infrastructure to support special events and new programming may also be desirable in Lathrop. Additional analysis and a review of the information received from surveys, focus groups, and other sources, including staff knowledge, contribute to identify the best locations for future improvements.

#### ADDITIONAL INFORMATION

#### ASSET LIFE CYCLE COSTS AND REPLACEMENT GUIDELINES

Replacement should be based on a regular assessment in conjunction with a maintenance master plan, however, the following general life cycle is provided below for planning purposes. These life cycles are dependent upon following a regular preventative maintenance and inspection schedule (which has a cost separate from the replacement cost) to ensure the proper care of the assets.

COMPONENTS	REPLACEMENT TIME	COMPONENTS	REPLACEMENT TIME
AQUATICS, SPRAY PAD	15 YEARS	OPEN TURF	15 YEARS
BASKETBALL COURT	15 YEARS	PASSIVE NODE	0 YEARS
BASKETBALL, PRACTICE	15 YEARS	PICNIC GROUND	15 YEARS
CONCESSIONS	30 YEARS	PLAYGROUND, DESTINATION	15 YEARS
DIAMOND FIELD	15 YEARS	PLAYGROUND, LOCAL	15 YEARS
DIAMOND FIELD, PRACTICE	15 YEARS	PUBLIC ART	0 YEARS
DOG PARK	10 YEARS	RECTANGULAR FIELD, LARGE	15 YEARS
EDUCATIONAL EXPERIENCE	10 YEARS	RECTANGULAR FIELD, MULTIPLE	15 YEARS
EVENT SPACE	20 YEARS	SHELTER, LARGE	30 YEARS
FITNESS COURSE	10 YEARS	SHELTER, SMALL	30 YEARS
FURNISHINGS	10 YEARS	SKATE PARK	15 YEARS
GAME COURT	15 YEARS	TENNIS COURT	15 YEARS
GARDEN, DISPLAY	1 YEAR	MULTI-USE TRAIL	20 YEARS
GARDEN, COMMUNITY	1 YEAR	VOLLEYBALL COURT	15 YEARS
HORSESHOE COURT	15 YEARS	WATER ACCESS, DEVELOPED	10 YEARS
LOOP WALK	20 YEARS		

#### Table 15: Estimated asset life cycles and replacement costs

## **Task 8: Identification of New Park and Recreation Facilities**

Level of Service (LOS) measurements evaluate how parks, open spaces, and facilities in Lathrop serve the community. They may be used to benchmark current conditions and to direct future planning efforts.

#### WHY LEVEL OF SERVICE?

Level of Service describes how a recreation system provides residents access to recreational assets and amenities. It indicates the ability of people to connect with nature and pursue active lifestyles. It can have implications for health and wellness, the local economy, and the quality of life. Further, LOS for a Parks and Recreation system tends to reflect community values. It is often representative of people's connection to their communities and lifestyles focused on outdoor recreation and healthy living.

## **GRASP®** ANALYSIS

GRASP® (Geo-referenced Amenities Standards Process) has been applied in many communities across the country to evaluate LOS for Parks and Recreation systems. With GRASP®, information from the inventory combined with Geographic Information Systems (GIS) software, produces analytic maps and data that show the quality and distribution of Parks and Recreation services across the City.

#### PERSPECTIVES

Perspectives are analysis maps and data produced using the GRASP[®] methodology. Each analysis shows service across the study area. Data analysis also incorporates statistics, diagrams, tables, and charts that provide benchmarks or insights useful in determining community success in delivering services. Find further discussion on Perspectives and other GRASP[®] terminology in *Appendix A*.

#### **Types of Perspectives**

The LOS offered by a park or other feature is a function of two main variables: what is available at a specific location and how easy it is for a user to get to it. The inventory performed with the GRASP®-IT tool provides a detailed accounting of what is available at any given location, and GIS analysis uses the data to measure its accessibility to residents. People use a variety of ways to reach a recreation destination: on foot, on a bike, in a car, via public transportation, or some combination. In GRASP® Perspectives, this variability is accounted for by analyzing multiple travel distances (referred to as catchment areas). These service areas produce two distinct types of Perspectives for examining the park system:

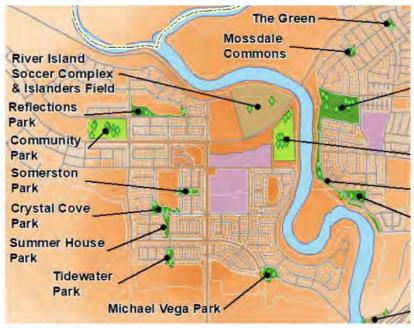
- 1. Neighborhood Access
- 2. Walkable Access

A **Neighborhood Access** perspective uses a travel distance of one mile to the inventory and is assumed to be a suitable distance for a bike ride or short drive in a car, or perhaps a longer walk. This catchment captures users traveling from home or elsewhere to a park or facility by way of a bike, bus, or automobile.

A **Walkable Access** perspective uses a shorter catchment distance intended to capture users within a ten to fifteen-minute walk. See appendix for further discussion on walkability standards.

For each perspective, combining the service area for each component, including the assigned GRASP[®] value into one overlay, creates a shaded map representing the cumulative value of all features.

Figure 21: GRASP® Level of Service Perspectives Catchment Areas



GRASP[®] Level of Service perspectives use overlapping catchment areas to yield a "heat map" that provides a measurement of LOS for any location within a study area. Orange shades represent the variation in LOS values across the map.

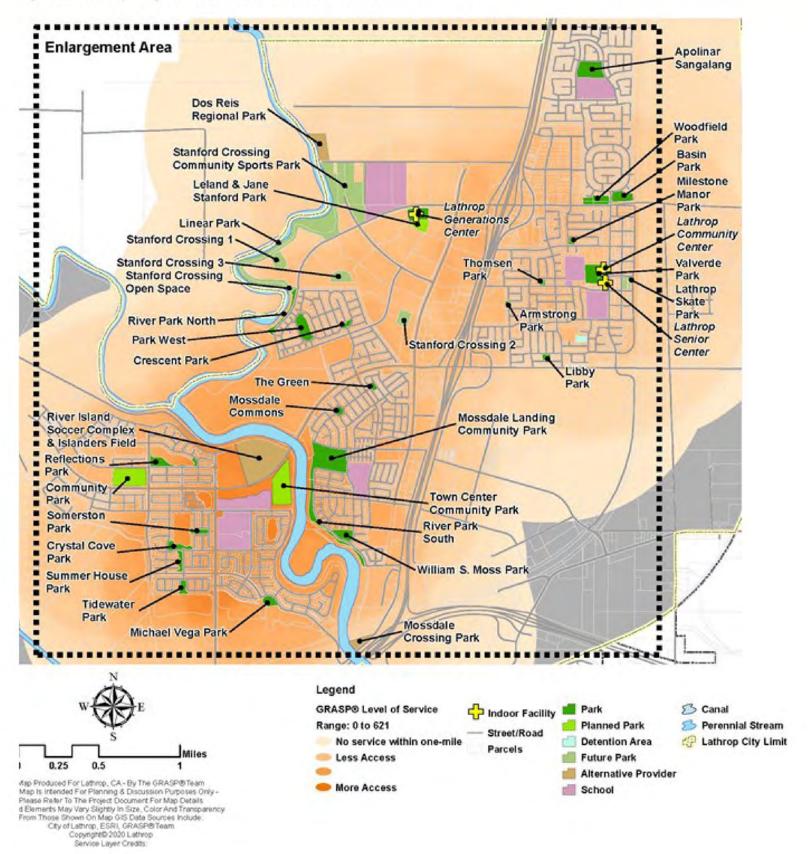
#### ASSUMPTIONS

- Proximity relates to access. A feature within a specified distance of a given location is considered "accessible" from that location." "Access" in this analysis does not refer to access as defined in the Americans with Disabilities Act (ADA).
- Neighborhood access relates to one-mile proximity, a reasonable distance for a drive in a car, or by bicycle.
- 3. Walkable access relates to ½-mile proximity, a reasonable ten-minute walk.
- 4. Walkable access is affected by barriers, obstacles to free, and comfortable foot travel.
- 5. The LOS value of a map point is the cumulative value of all features accessible at that location.

#### **NEIGHBORHOOD ACCESS TO OUTDOOR RECREATION**

A series of "heat maps" were created to examine neighborhood access to recreation opportunities. All outdoor recreation providers account for the level of service values. Darker gradient areas on the images indicate where there are more and higher quality recreation assets available based on a one-mile service area. In general, these images also show that Lathrop has an excellent distribution of parks and facilities. Gray areas indicate that recreation opportunities are beyond a one-mile service area.

Figure 22: Lathrop Neighborhood Access to Outdoor Recreation



Legend - Inset Map **GRASP®** Level of Service

No service within one-mile

Range: 0 to 621

Less Access

More Access

0





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Areas of higher concentration are notable around the City with the highest values in the area around Steam Academy. As an example, a red star indicates the most significant GRASP® value area (621) in the image above. From the red star, a resident has access to 84 outdoor recreation components in 14 different parks or locations and three schools in this area.

Further analysis of this perspective indicates that most (over 90%) of the Lathrop residents are within one mile of an outdoor recreation opportunity. Find additional statistics in the following table:

	A	B	с	D	Ē		
	Percent of Total City with LOS	GRASP® Value Range	Average LOS per Acre Served	Avg. LOS Per Acre / Population per acre	GRASP® Index		
Lathrop	72%	0-621	174	97	33		

## Table 16: Map Statistics for Figure 23

**Column A:** Shows the percentage of the City that has at least some service (LOS >0). Lathrop has a little different circumstance by providing services to a large geographic area but with various population centers and currently a large future growth area. Other cities in the comparison were over 90 percent but were largely built out at the time of their analysis. Seventy-two percent is below the average of comparable cities. (see **Table 18** GRASP comparative data)

**Column B:** For any location on the map, there is a numerical value that corresponds to the orange shading called the GRASP® value and results from the overlay or cumulative value of the scores of components accessible from that location. Values for different places on the map can be compared to one another, so a person in a position with a high value (darker orange) has greater access to quality recreation opportunities than a person in a lower value (lighter orange) area. Lathrop GRASP® values range from zero to a high of 621.

Column C: Lathrop's value of 174 is low for comparable cities but is likely a result of a larger growth area.

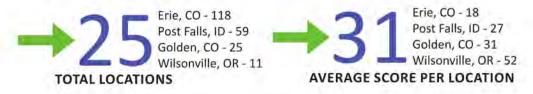
**Column D:** Shows the results of dividing the number from Column C by the population density of the area. Compared to agencies of a similar total population for which GRASP[®] data is available, Lathrop's population density is lower than most of the other agencies. Lathrop's score of 97 is the median value of comparable agencies.

**Column E:** The GRASP® Index, effectively the GRASP® value per capita, involves dividing the total of all the components in the system by the population of Lathrop. These last two numbers (*Columns C and D*) differ in two ways. First, the GRASP® Index does not factor in population density. Second, the GRASP® Index is derived using all components and does account for vital regional resources residents may access outside those limits. Lathrop's score of 33 is the lowest on the comparable list.

#### **GRASP®** COMPARATIVE DATA

The following graphics and table provide comparative data from other communities of similar population to Lathrop across the Country. Note: Local and regional comparisons are limited to communities who have participated in the GRASP® inventory and process. Because every community is unique, there are no standards or "correct" numbers. However, there are several interesting similarities and differences when making these comparisons.

First, Lathrop is the median in the number of parks, average GRASP® score per location and components per location when compared to similar agencies.





However, Lathrop ranks low in the parks per capita and components per capita.



Lathrop ranks low in component per location but is the median in average score per location. In the end, these comparisons would indicate that Lathrop residents have access to fewer parks and components than other similar size agencies. Find these comparisons and others in the following table. Please note that the inventory and analysis only include Lathrop owned properties. Residents may have additional access to recreation opportunities provided by alternative providers.

Erie, CO - 19

Post Falls, ID - 10

Wilsonville, OR - 1.2

Golden, CO - 9

Items of note in Table 17 include: percentage of total area includes a significant portion of Lathrop still to be developed and is perhaps offset by the higher average LOS per acre served. This would indicate that where Lathrop has developed parks, they are higher quality parks than some comparable cities. The 84 percent of population that lives within walking distance of quality opportunities is higher than most comparable communities as well.

# Table 17: GRASP[®] Comparative Data

CITY	STATE	YEAR	POPULATION	STUDY AREA SIZE (Acres)	# OF SITES (Parks, Facilties, etc.)	TOTAL # OF COMPONENTS	AVG. # COMPONENTS per SITE	TOTAL GRASP® VALUE (Entire System)	GRASP* INDEX	AVG. SCORE/SITE	% of TOTAL AREA w/LOS >0	AVG. LOS PER ACRE SERVED	NUMBER OF COMPONENTS PER POPULATION	and the second second	Population Density (per acre)	% of Population with Walkable Target Access	and the second	Park per 1k People
Golden	CO	2016	20,201	6221	25	183	7	778.4	39	31	NA	NA	9	NA	3.2	70%	808	1.2
Erie	CO	2016	21,353	12237	118	396	3	2177	102	18	97%	362	19	213	1.7	94%	181	5.5
Wilsonville	OR	2017	22,919	4,858	21	177	8	1091.5	48	52	95%	388	8	82	4.7	67%	1091	0.9
Lathrop	CA	2020	30,003	13,377	25	131	5	692	23	28	72%	174	4	78	2,2	87%	1200	0.8
Post Falls	ID	2019	36,747	13,231	59	355	6	1597	43	27	100%	255	10	70	3.6	70%	623	1.6
C	ave		26,244.6	9,984.8	49.6	248.4	6.1	1,267.2	50.9	31.3	0.9	294.8	9.9	110.7	3.1	0.8	780.7	2.0
	median		22,136	9,229	25	180	6	935	43	29	1.0	362	8	82	3	1	950	1

CITY	STATE	YEAR	POPULATION		# OF SITES (Parks, Facilties, etc.)	TOTAL # OF COMPONENTS	AVG. # COMPONENTS per SITE	TOTAL GRASP* VALUE (Entire System)	GRASP* INDEX	AVG. SCORE/SITE	% of TOTAL AREA w/LOS >0	AVG. LOS PER ACRE SERVED	NUMBER OF COMPONENTS PER POPULATION		Population Density (per acre)	% of Population with Walkable Target Access	People per Park	Park per 1k People
Lathrop	CA	2020	30,003	13,377	25	131	5	692	23	28	72%	174	4	78	2,2	87%	1200	0.8
Palm Springs	CA	2013	44,468	60,442	16	162	10	1,149	26	72	69%	165	4	223	0.7	NA	2779	0.4
Encinitas	CA	2016	61,518	13,339	63	439	7	1,931	31	31	97%	252	7	55	4.6	63%	976	1.0
Victorville	CA	2020	127,027	47,341	21	169	8	775	6	37	57%	58	1	22	2.7	34%	6049	0.2
Valley-Wide	CA	2020	275,064	490,802	65	414	6	2,154	8	33	9%	84	2	150	0.6	22%	4232	0.2

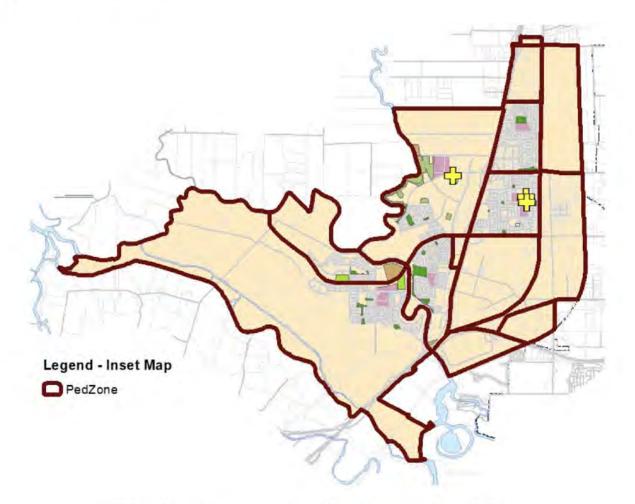
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## WALKABLE ACCESS TO RECREATION

Walkability is a measure of how user-friendly an area is to people traveling on foot and benefits a community in many ways related to public health, social equity, and the local economy. Many factors influence walkability including the quality of footpaths, sidewalks or other pedestrian rights-of-way, traffic and road conditions, land use patterns, and public safety considerations, among others.

Walkability analysis measures access to recreation by walking. One-half mile catchment radii have been placed around each component and shaded according to the GRASP[®] score. Scores are doubled within this catchment to reflect the added value of walkable proximity, allowing direct comparisons between neighborhood access and walkable access.

#### Figure 23: Pedestrian Barriers



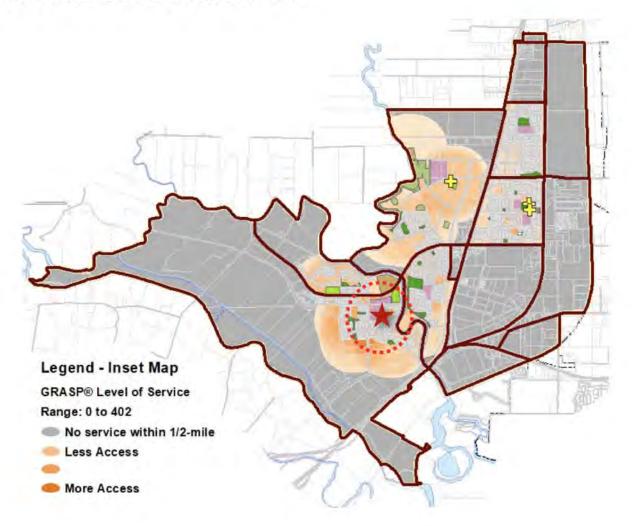
Walkability barriers were used to "cut-off" service areas where applicable.

Environmental barriers can limit walkability. The LOS in this analysis has been "cut-off" by identified barriers where applicable.

**Pedestrian barriers** in Lathrop, such as major streets, highways, and rivers, significantly impact the analysis. Zones created by identified barriers, displayed as dark red lines, serve as discrete areas that are accessible without crossing a major street or another obstacle. Green parcels represent parks and open space; pink plots indicate schools.

The analysis shows the LOS available across Lathrop, based on a ten-minute walk. Darker gradient areas on the images indicate where there are more and higher quality recreation assets available based on a half-mile service area. Gray areas on these maps suggest that recreation opportunities are beyond a ten-minute walk. In general, these images show that Lathrop has an excellent distribution of parks and facilities in currently populated areas but lacks facilities in future growth regions.

### Figure 24: Walkable Access to Outdoor Recreation



Areas of higher concentration are notable around the City with the highest value near Steam Academy. The red star indicates the maximum GRASP[®] value area (402) in the image above. From the red star, a resident has access to 42 outdoor recreation components in nine parks and two schools.

Table 18 shows the statistical information derived from perspective Walkable Access to Recreation analysis.

### Table 18: Statistics for Figure 25

	Å	в	с	D
	Percent of Total with LOS	GRASP® Value Range	Average LOS per Acre Served	Avg. LOS Per Acre / Population per acre
Lathrop	35%	0 to 402	115	64

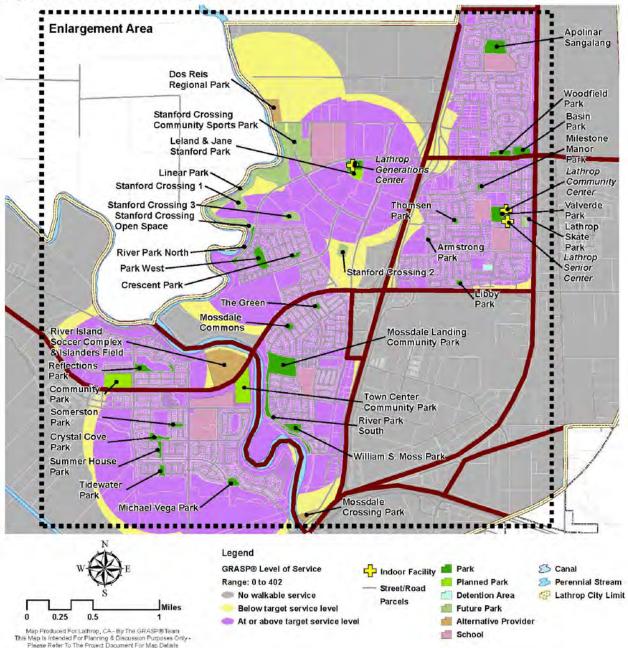
The numbers in each column are derived as described in neighborhood access. The GRASP[®] Index does not apply to the walkability analysis. The LOS value for a person who must walk to assets is about two thirds (115 v. 174) of that for someone who can drive for areas that have some access to recreation opportunities.

The orange shading in the maps allows for a quick understanding of LOS distribution across the City. Showing where LOS is adequate or inadequate is an advantage of using GIS analysis. First, we must determine what constitutes an appropriate level of service for Lathrop residents. In Lathrop, a look at the current level of service provided by neighborhood parks may be a good indicator of this desired level.

### Table 19: Average Neighborhood Park

Park/Location.	Basketinal) Court	Basketball, Practice	Diamond Field, Fractice	DugPark	FilmessCourse	Game Colin	Guruen, Display	Han Extras Davit	HEM DOT	Dpenturi	Mamin Graine	Playmound/ Local	Public Art	Kertangulor Field, Large:	Shelter, Large	Terros Court	Intelly Multi-use	Mater Access, Developed	Total Components in Park	Unique Components in Parl	Party of Imaging all their
Basin Park				1	1				1	1	1			1					4	4	Neighborhood
Crystal Cove Park	1		1 - 1	1			1	1.1		1				-			_		5	5	Neighborhood
Michael Vega Park								2	1	1	1	1	1					1	8	7	Neighborhood
Park West	1	1.1	11						1	1	1	1				2		50.00	7	6	Neighborhood
River Park North		1	1.1						1	100	1	1000	1		100		1		1	1	Neighborhood
River Park South		1000		1							1				1		1		4	4	Neighborhood
Somerston Park		-	1		1				1	1		1		1				1	5	5	Neighborhood
Leland and Jane Stanford Park	_		1			1					1	1	1.1	1			-		5	5	Neighborhood
Summer House Park							1			1	1								3	3	Neighborhood
Tidewater Park	1	1.1		101						1	1	1			1.000			1	5	5	Neighborhood
Woodfield Park		1								1		1							3	3	Neighborhood
System Total	3	1	1	2	1	1	2	2	4	8	8	6	1	2	1	2	1	3	5	4	
% of Park with Component	27%	9%	9%	18%	9%	9%	18%	9%	36%	73%	73%	55%	9%	18%	9%	9%	9%	27%	1.11		

These parks have between three and seven unique components except for River Park North. Open turf, a playground, basketball picnic grounds, and a loop walk are the most common amenities at these parks. These parks and components are likely to attract users from a walkable distance. The following maps bracket the level of service to areas that are below or above the **target** score for Lathrop. GIS analysis shows where LOS is above or below the threshold value. Purple areas indicate where walkable LOS values meet or exceed the target. Areas shown in yellow on the map can be considered areas of opportunity. These are areas where land and assets are currently available but do not provide the target value. It may be possible to improve the LOS value in such areas by enhancing the quantity and quality of features in existing parks without the need to acquire new lands or develop new parks. Another option might be to address pedestrian barriers in the immediate area.



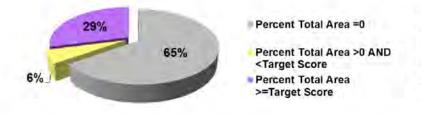


60

Legend Elements May Vary Slightly In Size, Color And Transparency

On *Figure 26*, regions shown in purple have LOS that exceeds the target value. Because of the significant growth areas to the west, nearly sixty-five percent of the land area is gray or lacks walkable access. However, the picture is much more favorable when you consider where people currently live in Lathrop. The two graphs below highlight these differences.

### Figure 26: Walkable Access to Outdoor Recreation Chart



Walkable access to assets based on the percentage of land within the City boundary that scores above threshold (purple) or below threshold (yellow), respectively.

**Figure 28** shows walkable access to assets based on population. The chart displays the level of service based on where people live. Using the walkable level of service data as compared to census data provided by Esri GIS data enrichment techniques, the analysis indicates that parks are generally well placed in or close to residential areas and capture a higher percentage of the population than land area. With 88 percent of residents within walking distance of some outdoor recreation opportunities, Lathrop is better positioned than the previous analysis indicated.



### Figure 27: Percentage of Population with Walkable Access to Outdoor Recreation Chart

### ADDITIONAL DISCUSSION ON ACCESS TO OUTDOOR RECREATION

While the above analyses are typical, they may not reflect the model that an agency such as Lathrop may follow in the level of service provision. Lathrop has invested heavily in a neighborhood level of service model.

### MORE ON UTILIZING GRASP® PERSPECTIVES

GRASP® perspectives evaluate the level of service throughout an area from various points of view. Their purpose is to reveal possible gaps in service and provide a metric to use in understanding a recreation system. However, it is not necessarily beneficial for all parts of the community to score equally in the analyses. The desired level of service for a location should depend on the type of service, the characteristics of the site, and other factors such as community need, population growth forecasts, and land use issues. For example, commercial, institutional, and industrial areas might reasonably have lower Levels of Service for Parks and Recreation opportunities than residential areas. GRASP® perspectives focus attention on gap areas for further scrutiny.

Perspectives can determine if current levels of service are appropriate if used in conjunction with other assessment tools such as needs assessment surveys and a public input process. Future planning efforts can model similar levels of service to new, developing neighborhoods, or it may be that different levels of service are suitable, and the City should utilize a new set of criteria to reflect these distinctions.

#### OTHER TYPES OF ANALYSIS

Traditional analyses may also evaluate the recreational level of service on a community-wide scale.

#### **Capacities Analysis**

A traditional tool for evaluating service is the capacity analysis, which compares the number of assets to the population. It also projects future needs based on providing the same ratio of components per population (i.e., as the population grows over time, components may need to be added to maintain the same proportion). The issue or limiting factor, in this case, is that the current inventory for these components was limited to Lathrop properties only and did not include other providers in the area. **Table 20** shows the current capacities for selected components in Lathrop. While there are no correct ratios for these components, this table must be used in conjunction with other information, such as input from focus groups, staff, and the general public, to determine if the current capacities are adequate or not for specific components. Accurate population projects are essential to this type of table.

The usefulness of the capacity table to project future facility needs based on population growth, if the future population's interests and behaviors are the same as today's, and that today's capacities are in line with today's needs. The capacities table bases its analysis on the number of assets without regard to distribution, quality, or functionality. Higher LOS is achieved only by adding assets, regardless of the location, condition, or quality of those assets. In theory, the LOS provided by assets is more accurately a combination of location and quality as well as their quantity, which is why this table should be used with discretion, and only in conjunction with the other analyses presented here.

# Table 20: Outdoor Park and Recreation Facilities – Median Population Served per Facility

	Population	Aquatics. Spray Pad	Radettall Court	Baskettall, Practice	Nating Cage.	Complete Defined	Egneotains	Dumand Field	Damand Field, Preside	Dog Park	chemister typed at a	Event space	And a Course	St. m. Could	Gardinn, Community	Survin, Olipin,	Harsedor Goun	Loop Walk	Dpen Torf	Passive Node	Picnic Bround	Playeround, All Stree	Pualle Art	Roctongodor Florid, Comple	Rectangular Field, Large	Nectan pular Hend, Multipl	Sheller, Lerge	Shelter, Enall	Skate Park,	Toursis Cuart	Tool, Multi-u-	Trail Tread	Valieyk di Cauri	Worker Access Domogram
INVENTORY		-		-		1	-		Street and	(	1	1		1	-	-		A		1		Sec.	- marine is		1	1	( No. 10.		The second second	1	-	1	-	
Lathrop		2	9	2	0		2	7	1	2	1	2	5	3	1	2	4	8	16	2	10	14	1	[	3	1	4	6	2	2	1		1	3
Lathrop Planned and Funded			1	1	2	1.1	1	4			1		1.1	1				1.00	2	10.000		3		1.00	1	11.75	1	2		1000		i = -i	1.1	1
Lathrop Planned		1		4								1		1	1			1	1			1		1.00		1	1	1		2			1	
Private				1			· · · · · · · · · · · · · · · · · · ·	1			1		1.11	1				1	1		1.	1000		1	1	1	· · · · · ·						1.1	12.1
San Joaquin County		1		1	1	26											2		Ĩ.		2	1		1		11	1					1		2
System Totals	-	3	10	7	2	26	3	12	1	2	1	3	5	4	2	2	6	9	18	2	12	19	1	1	3	1	5	9	2	4	1	1	2	5
CURRENT RATIO PER POPULATION		1		Section 1	1 2 1	1000	1			1000	1		And the second	1.		1000		1	1000	1000			1	1000	1.000	11 -			Sec. 1	1			-	
CURRENT POPULATION 2019	24,936	1.000	1	1.1	1.00.11		1			100.11			h	1.00	-					-		ð		·	· · · · · ·		-	-						· · · · · ·
Current Ratio per 1000 Population (Existing and Planned & Funded Lathrop Only)		0.08	0.40	0.12	0.08	0.00	0.12	0.44	0.04	0.08	0.04	0.08	0.20	0.16	0.04	0.08	0.16	0.32	0.72	0.08	0.40	0.68	0.04	0.00	0.12	0.04	0.20	0.32	0.08	0.08	0.04	0.00	0.04	0.12
Population per component		12,468	2,494	8,312	12,468	NA	8,312	2,267	24,936	12,468	24,936																			12,468				
PROJECTED POPULATION - 2024	37,723	-	1 = 2 -	1.1.1	10000	1.00			1.2.2.1	0.001	1.5	5. m. T	S	(i the i		1000	1272	CT 11	10.00	11 1	1.00110	1 = 21	1	11.728	0.11 1.11	10 - 1	122	12 20	5	1.121.12	1.1.1.1	1. 2.1	11 2124	hr tr
Total # needed to maintain current ratio of all existing facilities at projected population		3	15	5	3	0	5	17	2	3	2	3	8	6	2	3	6	12	27	3	15	26	2	0	5	2	8	12	3	3	2	0	2	5
Number that should be added by all providers to achieve current ratio at projected population		1	5	2	1	0	2	6	1	1	1	1	3	2	1	1	2	4	9	1	5	9	1	0	2	ĩ	3	4	1	1	1	o	1	2

		2019 GIS Acres*
INVENTORY		1.00 M
Lathrop Parks (Existing )		108
Current Ratio of Park Acres per 1000 Population	1	
CURRENT POPULATION 2019	24,936	
Current Ratio of Park Acres per 1000 Population		4.3
Population per acre		231
PROJECTED POPULATION - 2025	37,723	-
Total acres needed to maintain current ratio of City of Lathrop existing facilities at projected population		163
Acres that should be added to maintain current ratio at projected population	E	55

*Does not include 31 acres of planned and funded parks or 70 acres of future parks

2020 Parks and Recreation Master Plan | City of Lathrop

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#### **Table 21: NRPA Performance Benchmarks**

Outdoor Facility	Agencies Offering this Facility	Median Number of Residents per Facility	Lathrop Residents per Facility	Lathrop Current Quantity	Additional needed to add to meet current median	Need to add with projected population
Residents Per Park*	NA	1,881	1200		1	
Acres of Park Land per 1,000 Residents*#	NA	9.6	3.6	108	123	146
Basketball Courts	85.1%	10,048	3,000	10	-7	-6
Community Gardens	46.3%	20,502	30,003	1	0	1
Dog Park	59.3%	45,751	15,002	2	-1	-1
Playgrounds	94.4%	7,334	1,765	17	-13	-12
Skate Park	26.2%	20,000	15,002	2	0	0
Tennis Courts	79.7%	5,462	15,002	2	3	5
Volleyball Courts	NA	NA	30,003	1	NA	NA
Diamond Fields: baseball - youth	77.9%	16,184		1	-9	-9
Diamond Fields: softball fields - youth	60.9%	6,890	2 7 20	4.4	-7	-6
Diamond Fields: softball fields - adult	65.5%	16,298	3,728	11	-9	-9
Diamond Fields: baseball - adult	54.7%	12,000	· · · · · · · · · · · · · · · · · · ·		-8	-8
Rectangular Fields: multi-purpose	65.1%	7,812	7 501		0	1
Rectangular Fields: soccer field - youth	48.1%	7,656	7,501	4~	0	1
Rectangular Fields: soccer field - adult	40.9%	12,767	7 5 01	4.	-2	-1
Rectangular Fields: football field	38.0%	19,235	7,501	1.1.1.1.1.1	-2	-2

2019 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks Outdoor Park and Recreation Facilities

The remaining comparisons are based on similar residents (21) per square mile (less than 500)

~ Does not include the River Island Facility

# does not include 101 acres future park lands not currently planned and funded

Comparing Lathrop to recent national statistics published by the National Recreation and Park Association in their "2019 NRPA Agency Performance Review: Park and Recreation Agency Performance Benchmarks", the agency does well in most categories.

Similar calculations can also be made based on acres of land and parks per 1,000 residents. The following table includes all the properties included in the GIS mapping. Computation of the acreage consists of only Lathrop parks.

Table 22: Acres of Park Land per 1,000 Residents

	_1	2020 GIS Acres*
INVENTORY		
Lathrop Parks (Existing )		108
Current Ratio of Park Acres per 1000 Population		1
CURRENT POPULATION 2020	30,003	1
Current Ratio of Park Acres per 1000 Population		3.6
Population per acre		278
PROJECTED POPULATION - 2025	37,723	
Total acres needed to maintain current ratio of City of Lathrop existing facilities at projected population		136
Acres that should be added to maintain current ratio at projected population		28

*Does not include 31 acres of planned and funded parks or 70 acres of future parks

This capacity table indicates that Lathrop provides approximately 5.8 acres per 1000 people or 173 people per acre of "park" and does not include other provider parks and schools. It also shows that based on projected population growth that the City should consider adding 14 acres over the next five years.

#### **NEW PARK AND RECREATION FACILITIES**

This section considers standards for new park construction. The standards help facilitate future planning and agreements with developers to continue to provide residents with a consistent LOS for Parks and Recreation. Lathrop's Park system should provide a diversity of recreational opportunities for the community that is reflective of the agency's vision, community preferences, geographical location, climate, growth trends and cultural resources. Based on these influences, there are four factors that can frame the standards for future park facilities: acreage, access, components, and community preferences.

- 1. Acreage: To continue to meet the adopted standard of 5 AC per 1000 residents (2 acres of neighborhood park space and 3 acres of community park space), Lathrop is only short 0.1 AC of park for the current population.
- 2. Access: Walkable access is considered ½ mile and neighborhood access is considered (1) one mile. Future developments should provide park facilities for new residents per the Lathrop guidelines.
- 3. Components and modifiers: A component is a feature that people go to a park or facility to use, such as a basketball court, playground, or picnic shelter. Modifiers are amenities such as shade, drinking fountains, and restrooms that enhance the comfort and convenience of a site.
- Community preferences: Surveys indicate the Lathrop community values and needs access to nature, walking, and biking facilities, access to water, and events, as well as their existing neighborhood and community parks.

# ACREAGE

### **Park Classification**

Lathrop has 107.8 AC of parks as noted in the inventory, which includes 22 existing. The 1991 General Plan provides (4) four categories of open space: mini park, neighborhood park, community park and landscaped open space corridor. Currently the General Plan is being updated and provides an opportunity to clarify and modernize the requirements to address Lathrop's new and future growth.

### Mini-Park (revised from 1991 General Plan)

Mini-parks are generally less than 2 acres in size and provide residents with a social and recreational gathering place, similar to a neighborhood park, but on a smaller scale. Mini-parks should provide small-scale recreational and aesthetic benefit primarily in denser residential areas or commercial areas with high pedestrian use, and will be designed to include the specific needs of a concentrated or limited population such as interior neighborhoods or employment areas. Each resident should be within walking distance (1/2 mile) of a neighborhood or mini park.

Currently Lathrop has (8) eight mini parks, accounting for 7.6 acres.

Under current development guidelines, mini parks are not given Quimby credits.

### Neighborhood Park (revised from 1991 General Plan)

Neighborhood parks are a minimum of four acres in size and serve as the focal point of the community, providing the hub for both physical and social activities. Neighborhood parks should be designed to be flexible to serve a variety of seasonal recreation needs and reflect the surrounding context. Neighborhood parks act as critical building blocks of the City's image and assist in developing an overall sense of community and security. They also serve as essential nodes and access points in the City-wide green space network.

In general, a "neighborhood" is the area served by an elementary school. A neighborhood park may be a combination school and park site that provides space for indoor as well as outdoor recreation activities. Regardless of location, the neighborhood park accommodates daily users and should be reflective of the neighborhood demographics and preferences. Each resident should be within walking distance (1/2 mile) of a neighborhood or mini-park.

Currently Lathrop has ten (10) neighborhood parks, accounting for 42.6 acres.

### **Community Park**

Community parks are minimum of 20 acres in size and include areas for active sports as well as space for family and group activities, such as picnicking. Community parks are larger in size than neighborhood parks and provide services to fulfill the active and passive recreational needs of multiple neighborhoods. Community parks serve the needs of local neighborhoods by providing a close to home site for more active recreation that is not typically suitable or physically possible in a neighborhood park (i.e., formal sports fields and courts with night lighting).

Community parks and sports parks are where most organized activities provided by the Parks and Recreation Department and various league sports are intended to occur. In general, a "community" is the area served by one or more secondary schools (High Schools). In a large city like Stockton, it is a group of neighborhoods forming a recognized district of the City. In a small city, it encompasses the entire boundaries of the City (existing and planned). In a City like that planned for Lathrop, the service area of the community park will be the area served by a single high school. The community park provides indoor and outdoor areas and facilities to meet a much wider range of recreation interests than the neighborhood

park. Among the facilities included are fields and courts for various sports, a large swimming pool capable of competitive and non-competitive swimming (at different times), a community center building (which may be a school building) for arts and crafts, clubs and social activities, all of the areas and facilities found in a neighborhood park (if not already provided for the affected neighborhood), family picnic areas, quiet areas and areas of natural beauty (1991 General Plan).

Currently Lathrop has (4) four community parks, accounting for 47 acres.

### Landscaped Open Space Corridor (revised from 1991 General Plan)

The Landscaped Open Space Corridor can take several forms, including the pedestrian parkway separate from auto traffic, a combined vehicle and pedestrian parkway, a buffer zone between residential and commercial or industrial areas, or as a lineal park or paseo connecting with other components of the Parks and Recreation system or located separate from other areas such as along reaches of the San Joaquin River or other waterways. Such corridors do not now exist within Lathrop, but they hold promise for enhancing the overall aesthetic and recreation character of the community (1991 General Plan).

River Park North and South have been included in this classification, putting Lathrop at (2) two linear parks, accounting for 10.7 acres.

The focus should be on developing pedestrian and bicycle facilities that are separate from vehicular traffic. Community input and national trends indicate this is a highly desired recreation asset and is missing from Lathrop's inventory. It is recommended that a pedestrian and bicycle master plan study the feasible location and facility types to best serve residents of Lathrop.

### PARK STANDARDS

Lathrop should continue planning for new park facilities to meet the following standards:

- 5 AC per 1000 residents,
  - 2 AC of a neighborhood for every 1000 new residents
  - 3 AC of a community park for every 1000 new residents within a 2-mile radius
- Every residence will be within 1/2 mile of a park (mini, neighborhood or community) or multi-use trail corridor
- Provide safe and accessible pedestrian and bike facilities connecting parks and schools together (until a pedestrian and bike master plan is developed)

**Development Impacts** - The City of Lathrop should continue its usage of the Quimby Act, Developer impacts, and Developer agreements to meet or exceed the park standards. The following guidelines should guide the development of all future parks:

- Lathrop Park and Recreation Department staff should be consulted during the planning phase with the developer to discuss the park improvements and new facilities.
- Parks shall include "park components" as well as "comfort and convenience amenities" per the Lathrop
  Park Guidelines Matrix below. Parks shall provide a variety of recreational opportunities, and when
  multiple parks are required within the same development each park will have a different feature or
  use.
- Residents in the service area should be consulted in the planning and development of the park to determine their needs and desired components.
- Parks shall be publicly accessible and have access to a public sidewalk and/or street.
- Multi-use trails should be provided to adjacent existing or planned multi-use trail corridors.
- Lawn should be limited to multi-use fields and drought tolerant landscaping installed.
- Parks shall be built by developers and may be offered to the City upon completion.

Additional parks and/or open space may be provided within developments and should be incorporated
as part of the master planning process. The location, design, and program of these parks must be
approved by the Lathrop Parks and Recreation Department if they are to be publicly maintained and
"count" towards the open space contribution.

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# Table 23: Components and Standards

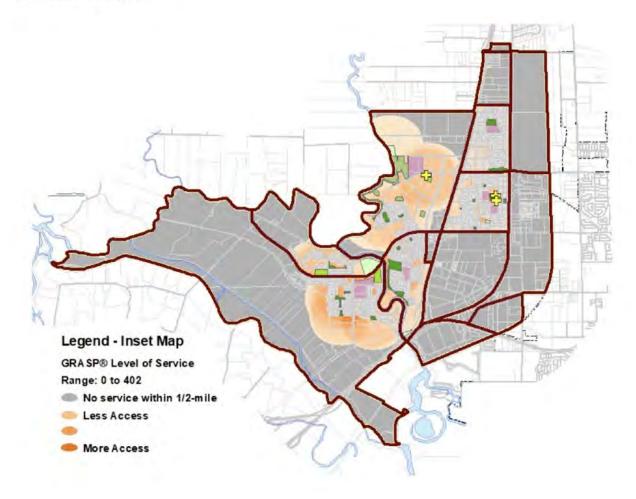
		Unique Park Components (the number of different types of components)	Other Suitable Specialty Components	Total Park Components (total components including those with multiple)	Standards Current Standards/Requirements	Park Acres	Standard Park Components	Other Suitable	Modifiers Comfort & Convenience Amenities
	Mini Park	2-3	1	4	These parks can be used by a developer to supplmennt walkable level of service. Approval by the PRD must be obtained to parkland requirements and the n umber of components for neighborhood park should be matched	<2AC	Playground, Open Turf Area	Nature play, water play, all age play, bocce ball, table tennis, display or community gardens, shelter	Trash, recycling, picnic tables, seating, dog station: drinking fountains, landsca plantings
CATION	Neighborhood Park	4	3	6	2 AC/1000 Each new park is encouraged to have a unique element or theme to distinguish from other parks in the system	2-7 AC	Provide min 2-4 Basketball (half or full court) Fitness Course, Garden Display or Community Gardens, Loop Walk, Open Turf Areas, Passive Node, Picnic Grounds, Playgrounds, Shelters, Volleyball Court, Water Access, Developed	Provide min 2-4 for a total of 6 when combined with standard components Nature play, water play, all age play, bocce ball, table tennis, dog park, boating access, horseshoe courts, educational experience, public art, practice diamond fields or small rectangular field	Trash, recycling, drinking fountains, dog stations, seating, BBQ grills, good park access, ornamental plantings, and picnic tables
CLASSIFICATION	Community Park *includes specialty parks	8	4	10	3 AC/1000 Each new park is encouraged to have a unique element or theme to distinguish from other parks in the system	7-20 AC	Provide min 4-8 Basketball Court, Rectangular Field, Diamond Field, Horseshoe Courts, Loop Walk, Open Turf Area, Picnic Ground, Playground, Shelters, Skate Park, Tennis Court/Pickleball, Trail, Multi- Use, Water Access, Developed	Provide min 4-6 for a total of 10 when combined with standard components Nature play, aquatics, water play, all age play, bocce ball, table tennis, community and display gardens, boating access, event space, public art, educational experience, natural areas; Community Parks may also have indoor recreation facilities on-site that provide community meeting spaces and indoor recreation opportunities	Drinking fountains, seating BBQ grills, dog stations, security lighting, bike rack restrooms, shade, good pa access, on-site parking, seasonal plantings, ornamental plantings, and picnic tables
	Landscaped Open Space Corridors	3	1	4	* Can count towards park lan	d requirements of neighbor	hood and/or community pa	arks if their standards for area, access, an	d components are met.

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### PARK ACCESS

Lathrop should continue to provide a minimum of five AC of parkland per 1000 residents to meet its adopted standard. As Lathrop continues to ensure the standard of acreage is met, equitable distribution of the parks will ensure all residents have access. Future parks that are provided with development should ensure those residents in those planned communities have access to a park within a ten-minute safe walk. Existing neighborhoods that lack access to parks should be a focus for publicly funded future facilities (as well as facility upgrades).

#### Figure 28: Park Access



#### COMMUNITY PREFERENCES

The master plan process identified several community-needs that are currently unmet. As future parks are developed it provides the opportunity to address these needs.

#### Access to Nature

Co-locate nature-based parks and open space corridors with environmentally sensitive lands to provide residents with access to nature while preserving environmental assets. Investing in greenway



trails, nature preserves, and nature-based play areas can provide multiple benefits to the community. Enhancing community and neighborhood parks with environmental education and preservation can also help meet the desire for access to nature. Rain gardens, native plantings, nature trails, environmental interpretive signage, and nature based playscapes should be considered as a priority when considering park components.

### Walkable and Bikeable



Greenways, trails, and multi-use paths are one of the highest requested open space investments nation-wide. Connecting parks, schools, residents, and other cultural destinations will increase access to open space and provide residents with a highly requested amenity. Lathrop should undertake a pedestrian and bike plan, and consider adopting a mileage standard for development and public planning purposes.

#### **Central Park**

Preferences indicate the need for a centrally located park with community event space and water play. A destination urban park that ties Lathrop together as one community can also provide economic development and City branding benefits.



# Task 9: Analysis of Programs, Services and Maintenance Standards

## **RECREATION PROGRAMMING AND PROGRAM DEVELOPMENT ANALYSIS**

### **Program Development and Analysis**

Understanding core services in the delivery of Parks and Recreation services will allow the Lathrop Parks and Recreation Department to improve upon those areas while developing strategies to assist in the delivery of other services. The basis of determining core services should come from the vision and mission developed by the City and what brings the greatest community benefit in balance with the competencies of the department, current trends and the market.

The Department should pursue program development around the priorities identified by customer feedback, program evaluation process, and research. The following criteria should be examined when developing new programs.

- Need: outgrowth of a current popular program, or enough demonstrated demand to successfully support a minimal start (one class for instance)
- Budget: accounting for all costs and anticipated (conservative) revenues should meet cost recovery targets established by the Department
- Location: appropriate, available, and within budget
- Instructor: qualified, available, and within budget
- Materials and supplies: available, and within budget
- Marketing effort: adequate and timely opportunity to reach intended market, within budget (either existing marketing budget or as part of new program budget)

Further research into what types of programming would be successful needs to be done. Successful programs utilize continuous creative assessments, research, and planning. The Department has a process that evaluates the success of current program offerings and criteria to determine if new program ideas should be instituted or if changes should be made to current programs. Maintaining the current registration data and evaluation process will help to assure success.

Moreover, new leisure and recreation trends may drive different needs. It is very easy to focus on programs that have worked for a number of years, especially if they are still drawing enough interested participants to justify the programs continuation. Starting new programs, based on community demand and/or trends, can be risky due to the inability to predict their success. If the program interest seems great, as with those identified in the citizen survey, then the programs should be expanded. Available space may hinder new or expanded opportunities in some cases.

Using historical participation levels to determine program popularity and participant feedback can be helpful in deciding if programs should be continued. In addition, utilizing citizen surveys and participant feedback, and researching trends in Parks and Recreation programming are useful tools in determining future programming needs and desires. Sources for trends information include:

- State Parks and Recreation Associations and Conferences
- National Recreation and Parks Association
- International Health, Racquet, and Sports Associations
- Parks and Recreation Trade Publications
- Outdoor Recreation Publications

### **Programs and Activities**

Lathrop offers a variety of recreational programs, services, and activities. Special events, sports programs, youth programs, adult recreational programs, teen programs, and senior programs are offered at various locations around the City. Youth programs, sports programs, special events and teen programs received the highest importance ratings from survey respondents.

#### Figure 29: Importance of Programs and Events

PROGRAMS AND EVENTS: Please rate A: how important the following recreation facilities and services are to your household:

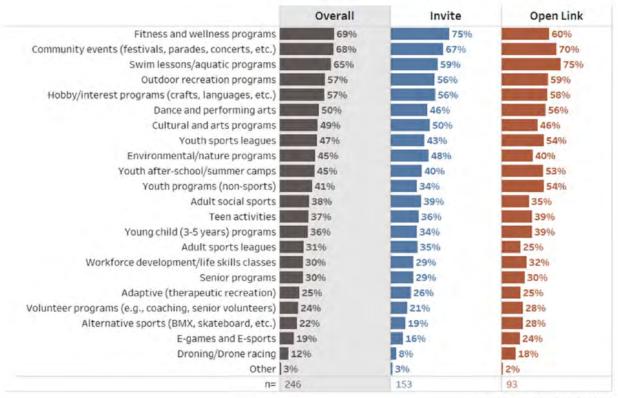
Invite and Open Link Samples Combined

Rating Category	Avg.	n=	182	Neutral (3)		485
Youth programs	4.1	242	16%	696	15%	62% 789
Sports programs	4.1	244	12%	14%	21%	53% 74%
Special events	4.0	244	9%	2296	-25%	40% 69%
Teen programs	3.7	239	21% 27%	9%	13%	51% 64%
Adult programs	3.6	259	21%	24%	22%	33% 55%
Senior programs	3.0	245	35% 4296	13%	14%	32% 45%

Source: RRC Associates and GreenPlay

When asked about the need for recreation programs, survey respondents indicated a need for fitness and wellness, community events, swim lessons/aquatics, outdoor recreation, and hobby/interest programs as their top five needs.

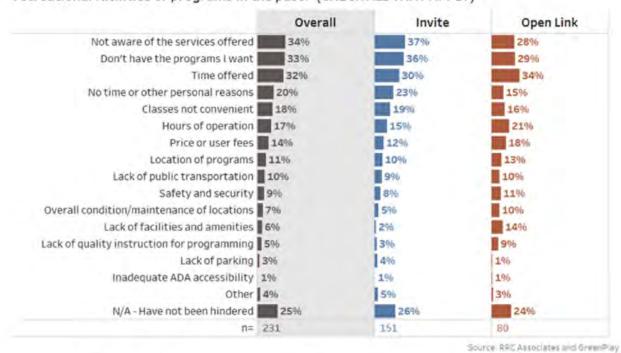
#### Figure 30: Top Needs for Recreation Programs



Source: RRC Associates and GreenPlay

Survey respondents were also asked about barriers that hindered their use of facilities and programs offered by Parks and Recreation. The top three factors that hinder participation were not aware of the services offered, don't have the program I want, and time program offered.

### Figure 31: Barriers to Facilities and Programs



Q 12: From the list below, indicate which factors have hindered your use of Lathrop recreational facilities or programs in the past? (CHECK ALL THAT APPLY)

GreenPlay also reviewed the National Recreation and Parks Association Park Metrics and compared Lathrop to other communities in the population group of 20,000 to 30,000 in California and the United States. The results showed the percentage of agencies offering types of programming. Lathrop is in line with other communities in California and the United States in offering team and individual sports, and themed special events.

### Table 24: Percentage of Agencies Offering Certain Activities

Percentage of agencies offering the following activities:	CA	USA
Health and wellness education	66.7%	80%
Fitness enhancement classes	100.0%	90%
Team sports	66.7%	85%
Individual sports	66.7%	80%
Aquatics	66.7%	70%
Social recreation events	100.0%	90%
Cultural crafts	100.0%	60%
Performing arts	66.7%	55%
Themed special events	66.7%	88%
Trips and tours	33.3%	60%

Finally, GreenPlay reviewed program data provided by the City of Lathrop for the past three years (2017-2019). During the three-year period, Lathrop showed a nine percent growth in number of programs offered and a 19 percent growth in participation. During that same time revenue as grown steadily by 23 percent, from \$236,123 in 2017 to \$305,136 in 2019. *Figures 33 - 35* below illustrate the three-year trend.

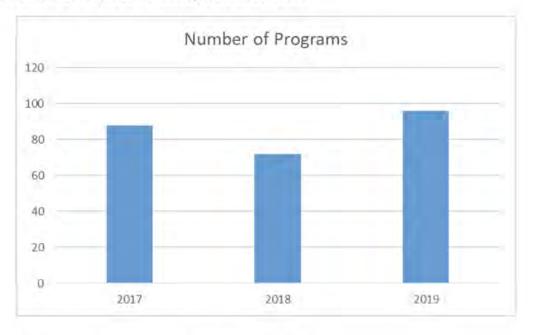
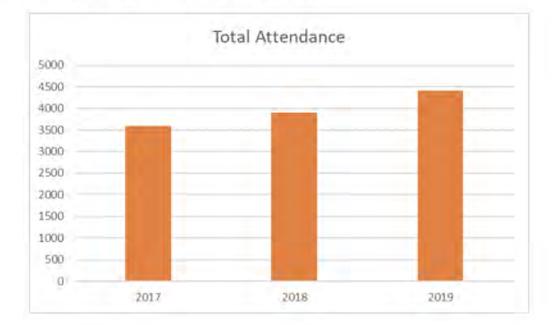
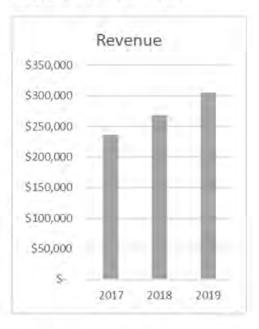


Figure 32: Number of Programs in Lathrop from 2017 - 2019

Figure 33: Attendance of Programs in Lathrop from 2017 - 2019







#### MAINTENANCE

The Department has neither specific written Park Maintenance Standards nor Maintenance Guidelines. All park and facility maintenance is handled through the City's Public Works Division in collaboration with private contracting entities. Existing Parks and Recreation staff focus on cleanliness in the janitorial realm and all maintenance tasks are addressed and reported to Public Works. With a lack of measurable performance standards and regular schedules for routine maintenance, tasks could impact the quality of Parks and Recreation facilities as the City continues to grow.

Improving productivity and effectiveness of maintenance within the Parks and Recreation Department begins with clear communication with designated Public Works supervisors.

These general maintenance standards are samples meant to be a starting point for the Parks and Recreation Department to review and consider as a basic desired maintenance standard for all Parks and Recreation facilities.

- Litter control minimum service two to three times per week, high use may dictate higher levels during the warm seasons.
- Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts, and technicians are available to accomplish the job. When disruptions to the public might be major and the repair is not critical, repairs may be postponed to a time that is least disruptive to the usage patterns.
- Complete park inspections should be conducted weekly.

### GENERAL MAINTENANCE STANDARDS FOR PARKS General Standards

Grounds

- Grounds mowed and trimmed on a regular schedule
- Park is free of litter, debris, and hazards
- Parking lots, if applicable are clean; striped; and free of debris, holes, and tripping hazards

Fountains (where applicable)

- Fountains are accessible and operational
- · Fountains are in appropriate locations and in compliance with ADA
- Fountains are installed on a solid surface and free of standing water and debris
- Drain system is operational
- Park facilities should include a minimum of one pet fountain

### Signage

- Signs include City logo and contact phone number
- · Park identification signs are secure and properly installed in a visible location
- · Handicapped parking signs are secure, visible, and installed to code
- · Park rules signs are secure and properly installed in a noticeable location
- Restroom signs are secure and visible
- · Signs are clean, painted, and free of protrusions and graffiti
- Directional signs provided as needed in appropriate locations

### **Ornamental Plants and Trees**

- Plants and trees are healthy and free of disease and insects
- · Plant beds are free of litter, debris, and weeds
- Plant selection is appropriate for season and climate/area usage for sustainability practices.
- Trees trimmed and shaped on a regular basis. Inspect for and remove hazardous trees as needed
- Tree species selection should provide a wide variety of native and selected non-native trees where appropriate
- Tree wells and planting beds mulched for protection and water conservation

### Walkways and Trails

- May be hard surface or soft surface depending on location and intended use
- Soft surface trails are free of water collecting depressions and erosion
- Walkways and trails have a uniform surface, positive drainage, are level with ground, free of trip hazards and excessive material deflection
- · Walkways and trails are free of litter, debris, and sediment
- Walkways and trails meet ADA requirements
- Walkways and trails provide unobstructed access and are free from low and protruding tree limbs, guide wires, signposts, and ornamental plants
- · Walkways in irrigated park areas are neatly edged
- Walkways and trails are clear of weeds and grass growth in cracks and expansion joints; adequate trash receptacles provided
- Guard rails and safety fencing provided in appropriate locations
- Routine safety and function inspections are performed including surface, culverts, water crossings, signage, and vegetation

Trash Receptacles (random locations)

- · Receptacles are clean and free of odor with liners in place
- · Receptacles are painted, free of damage and missing parts, and properly anchored
- Roll-off containers and dumpsters are clean, screened, and placed in non-intrusive locations with consideration given for attractive fencing and gating
- Area around trash receptacles is clean and free of trash and debris
- Areas around roll off containers and dumpsters are clean and free of trash and debris

### Fencing

- · Fences are intact, structurally sound, and free of damage or deterioration
- Nails, bolts, and screws are flush with surface with no exposed sharp points
- · Fences have no excessive voids, cracks or splintering

### Security and Exterior Lights

- Ninety percent (90%) of security and exterior lights are operational
- · No electrical conduit or wiring is exposed
- Lights comply with appropriate building code with consideration of sustainable lighting fixtures added or replaced as needed
- Poles and components are secured in ground, operational and straight with design components as noted in appropriate City code

### Bridges

- Bridges have a uniform surface, are free of trip hazards, and are free of graffiti.
- Lumber and other materials are structurally sound, free of cracking deterioration and splintering.
- Bridges comply with ADA requirements.
- Bridges have handrails intact and properly installed and anchored.
- Bridges are free of litter and debris

### **General Use Turf Areas**

- Turf areas are free of litter and debris
- Turf areas are mowed and trimmed on a regular schedule
- · Turf areas have a uniform surface and are well drained
- Areas have clean trash receptacles present that are in good condition
- Turf is free of disease, insects, and weeds
- Supplemental irrigation is provided as needed
- Turf areas are fertilized and aerated on a regular basis

### Athletic Use Turf Areas

- Turf areas are free of litter and debris
- Turf areas are mowed and trimmed according to usage schedule
- Turf areas have a uniform surface and are well drained
- · Playing surface maintained according to sport specific guidelines
- Areas have clean trash receptacles present that are in good condition
- · Turf is free of disease, insects, and weeds
- Supplemental irrigation is provided as needed
- Turf areas are fertilized and aerated on a regular basis

### Irrigation

- Irrigation system is fully operational with complete and uniform coverage
- System is free of leaks; backflow prevention devices are in place and functioning properly
- · Heads are installed properly for intended use
- · Heads are properly adjusted with rotations and arcs to set to reduce water runoff
- Systems are set to run at specific times to minimize evaporation and waste
- Systems function checks are conducted on a regular basis
- · Repair excavations are properly compacted, and turf restored

### **Open Space Areas**

- Native grasses mowed, if necessary, according to specific management plans, with focus on promoting
  natural growth heights and cycles and wildlife habitat.
- Trail corridors and picnic areas mowed as needed
- Trail surfaces are free of debris and weeds
- Native tree and shrub growth are encouraged
- · Wildlife habitat and water quality preservation emphasized
- Rules and regulations and identification signs are posted in noticeable locations
- Annual and noxious weeds are controlled as needed
- Property access points and boundaries are clearly marked

### **Athletic Facilities and Competitive Fields**

Turf

- Turf has a healthy dense stand of grass and coverage is no less than 95 percent of playable area
- · Play area has a uniform surface and is well drained
- Turf to be mowed at the appropriate height for the type of grass used, time of season, and type of field use
- Turf is free of any litter or debris
- Apply top dressing and over seeding as needed to maintain healthy grass
- Fields may be closed for use periodically to allow for turf recovery
- Turf is free of disease, insects, and weeds

### Softball Infields

- Infields have a uniform surface and are free of lips, holes and trip hazards
- · Infields are well drained with no standing water areas
- · Infields have proper soil composition for intended use with ball field mix added as needed
- Infields are free of weeds and grass
- Infields are free of rocks, dirt clods, and debris
- Bases and plates are properly installed, level, and are at proper distances and anchored according to manufacturer's specifications and league requirements
- Fields dragged and lined as needed according to use schedules

### Bleachers

- Hardware is intact, and bracing and safety rails tightly connected
- Seating surface is clean, smooth, free of protrusions and have no exposed sharp edges or pointed corners
- · Clean trash receptacles provided and in good condition, area under bleachers free of trash

### Lights

- Electrical system and components are operational and in compliance with applicable building codes.
- Ninety percent (90%) of lamps for each field are operational
- No electrical conduit or wiring is exposed
- Lights comply with appropriate building code with consideration of sustainable lighting fixtures added
   or replaced as needed
- · Ballast boxes and components are properly installed and secured
- Lights provide uniform coverage on facilities and fixtures and are adjusted to eliminate dark or blind areas
- Fixtures securely fastened to poles and poles secured in ground according to manufacturer's specifications
- Poles and fixtures inspected immediately after any major wind, ice, or hailstorm

### Fencing

- Fencing material is galvanized chin link and appropriate gauge wire for specified use
- · Fencing material is properly secured to support rails
- Support rails are properly connected and straight
- Fencing is free of holes and protrusions
- Fabric is straight and free of bending and sagging
- Gates and latches are operational

### Restrooms/Portable Toilets

- Toilets are clean, sanitary, and properly stocked with paper products
- · Lights and ventilation systems are operational
- · Toilets, stall doors, and hand air dryers are operational
- Buildings and enclosures are free of graffiti
- Doors are properly marked according to gender
- Restrooms have clean trash receptacles
- All doors and locks are operational
- Restrooms/portable toilets are in compliance with ADA requirements

### Playgrounds

**Play Equipment** 

- Equipment and surrounding play areas meet California, ASTM and National Playground Safety Institute (NPSI) standards
- Play equipment and hardware is intact
- Play equipment is free of graffiti
- Age appropriateness for equipment is noted with proper signage
- Monthly and annual inspections are conducted and a repair schedule and program is in place to meet the standard

### Surfacing

- Fall surface is clean, level and free of debris
- Fall surface meets ASTM and NPSI standards
- Fall surface is well drained
- Rubber cushion surfaces are free of holes and tears
- Rubber cushion surfaces are secure to base material and curbing

### Borders

- Playground borders are well defined and intact
- Playground borders meet ASTM and NPSI standards

### Decks

- Planks are intact, smooth, structurally sound, free of splinters and no cracks greater than ¼ inch
- Nails, bolts and screws are flush with surface
- Planks are level with no excessive warping

### General

- · Slides and climbing devices are properly anchored
- · All moving parts are properly lubricated and functioning as intended
- S-hooks and swing seats are in good operating condition
- Damaged or under repair equipment is removed or properly marked and isolated from public use until repaired

### Picnic Areas and Shelters

General

- Access to facilities complies with the ADA
- Shelters are clean, sanitary, and free of graffiti
- · Lights and electrical plugs are operational and comply with appropriate building codes
- Vegetation around structure is trimmed back to reduce hazards and does not impede entry and egress
- Grounds around structure are mowed, trimmed and free of litter, debris, and hazards
- Shelters are structurally sound, clean, painted with no rotted lumber or rusted metal and no loose siding or loose shingles
- · Water fountains and hose bibs (if provided) are operational
- Signage and rules and regulations information are posted in a visible location

### Tables

- Tables are clean, free of dust, mildew, and graffiti
- Table hardware is intact
- · Table frames are intact, and slats are properly secured
- Table seats and tops are smooth with no protrusions and have no exposed sharp edges or pointed corners

### Grills

- · Grills are operational and free of rust and metal deterioration
- · Grills are clean and free of grease build-up
- Grill racks are operational and secure, and grills are properly anchored to reduce hazard and theft

### Trash Receptacles

- · Receptacles are clean, free of odors and liners in place
- · Receptacles are painted, free of damaged or missing parts and properly anchored
- · Area around receptacles is clean and free of trash and debris

### **Tennis Courts**

Surfacing

- Surface is smooth, level, and well drained with no standing water
- Surface is free of large cracks, holes, and trip hazards

- Surface is painted and striped in accordance with U.S. Tennis Association court specifications
- · Worn painted surfaces do not exceed 30 percent of total court surface
- Surface is free of litter, debris, gravel and graffiti

#### Nets

- Nets and wind screens are free of tears and frays
- Nets are properly installed and secured to support poles
- · Nets have center stripes installed at the regulated height and are anchored to the court
- · Support poles have hardware intact and are properly anchored and installed
- Wind screens are properly installed and secured to fencing

### Fencing

- Fencing is galvanized chain link and is the appropriate gauge wire for specified use
- · Fencing material is properly secured to support rails
- Support rails are properly secured and straight
- · Fencing is free of holes, protrusions, and catch points
- Fabric is straight and free of bending or sagging
- · Gates and latches are operational
- · Windscreens are tightly secured and free of tears and holes

### **Outdoor Basketball Courts**

Surfacing

- Surface is smooth, level, well drained, and free of standing water
- Surface is free of large cracks, holes, and tripping hazards
- Surface is painted and striped per court specifications
- Surface is free of litter, debris, gravel, and graffiti

### Goals and Backboards

- Goals and backboards are level with hardware intact
- · Goals and backboard are painted
- Nets are properly hung and free of tears and fraying
- Support poles are secure in ground and straight

### Sand Volleyball Courts

Nets

- Nets are free from holes and are not torn or tattered
- · Nets are hung tightly at specified height
- Nets are securely attached to support poles
- Support pole have hardware intact, are properly anchored and installed

### Sand Surface

- Court surface is loose sand
- Surface is smooth with good drainage and no standing water
- Surface is free of weeds, grass, debris, and litter
- Grooming and raking are conducted based the established standard and schedule

### Borders

- Borders are well defined and intact
- Borders meet International Volleyball Federation (FIVB), ASTM and NPSI standards
- · Surrounding area is free of debris and encroaching landscaping to reduce hazard

### Ponds and Lakes

Water

- Aerators, if provided, are operational
- Pond surface is at least 90 percent free of vegetation
- Water area is free of trash and debris
- Bank areas are smooth and free of washouts and erosion, rip rap in place where needed
- · Ponds and lakes, where appropriate, are stocked with appropriate species of fish
- Inlet and outlet structures are operational
- Appropriate and seasonal rules and regulations signage is in place at noticeable locations

### **Fishing Piers and Decks**

- Planks are intact, smooth, structurally sound, free of splinters and have no cracks greater than ¼ inch
- Nails, bolts, and screws are flush with surface
- Planks are level with no excessive warping
- Handrails are present and structurally sound
- Piers and decks comply with ADA standards
- Trash receptacles provided nearby

### Benches

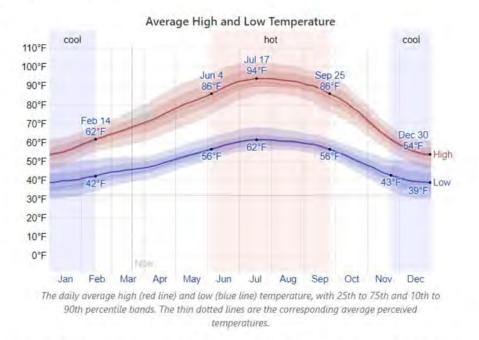
- Hardware is intact and structurally sound
- · Nails, bolts or screws are flush with surface
- Seats and backing are smooth with no protrusions, have no sharp edges or pointed corners, and are structurally sound
- Benches are secured in ground and properly installed

### Task 10: Climate, Biological, Natural Resources, and Cultural Legacy

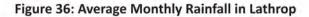
This section considers the environmental and cultural properties surrounding Lathrop and the implications of such on Lathrop's Parks and Recreation system.

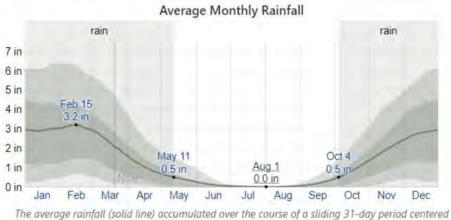
### CLIMATE

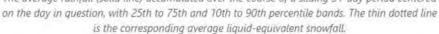
#### Figure 35: Average High and Low Temperature in Lathrop



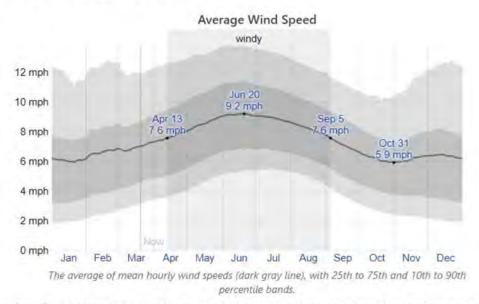
"The hot season lasts for 3.7 months, from June 4 to September 25, with an average daily high temperature above 86°F. The hottest day of the year is July 17, with an average high of 94°F and low of 62°F. The cool season lasts for 2.7 months, from November 22 to February 14, with an average daily high temperature below 62°F. The coldest day of the year is December 30, with an average low of 39°F and high of 54°F."







"The rainy period of the year lasts for 7.2 months, from October 4 to May 11, with a sliding 31-day rainfall of at least 0.5 inches. The most rain falls during the 31 days centered around February 15, with an average total accumulation of 3.2 inches. The rainless period of the year lasts for 4.8 months, from May 11 to October 4. The least rain falls around August 1, with an average total accumulation of 0.0 inches."



#### Figure 37: Average Wind Speed in Lathrop

"The average hourly wind speed in Lathrop experiences significant seasonal variation over the course of the year. The windier part of the year lasts for 4.8 months, from April 13 to September 5, with average wind speeds of more than 7.6 miles per hour. The windiest day of the year is June 20, with an average hourly wind speed of 9.2 miles per hour. The calmer time of year lasts for 7.2 months, from September 5 to April 13. The calmest day of the year is October 31, with an average hourly wind speed of 5.9 miles per hour."

Climate data obtained from <u>https://weatherspark.com/y/1082/Average-Weather-in-Lathrop-California-United-</u> <u>States-Year-Round.</u>

### **BIOLOGICAL RESOURCES**

The City of Lathrop General Plan Update provides an in-depth look into the biological resources of the area:

"The San Joaquin River roughly bisects the City running north/south. This major river drains the Great Valley Province into the San Joaquin Delta to the north, ultimately discharging into the San Francisco Bay to the northwest. Habitat in the bioregion includes vernal pools, valley sink scrub and saltbush, freshwater marsh, grasslands, arid plains, orchards, and oak savannah. Historically, millions of acres of wetlands flourished in the bioregion, but stream diversions for irrigation dried all but about five percent. Remnants of the wetland habitats are protected in this bioregion in publicly owned parks, reserves, and wildlife areas."

"According to the California Wildlife Habitat Relationship System there are 16 cover types (wildlife habitat classifications) in the Planning Area out of 59 found in the State. These include: Annual Grassland, Barren Land, Coastal Scrub, Cropland, Deciduous Orchard, Dryland Grain Crops, Eucalyptus, Evergreen Orchard, Fresh Emergent Wetland, Irrigated Grain Crops, Irrigated Hayfield, Irrigated Row and Field Crops, Riverine, Urban Land, Valley Foothill Riparian, and Vineyard."

"A regional background search of special-status species was conducted to document occurrences within a Nine-Quad search (approximately 10-miles) of the Lathrop Planning Area. The search revealed documented occurrences of 25 special status plant species and 35 special status animal species within the search area. The search also revealed five sensitive natural communities within the search area. This includes: Coastal and Valley Freshwater Marsh, Great Valley Cottonwood Riparian Forest, Great Valley Cottonwood Riparian Forest, Great Valley, Valley Oak Riparian Forest, and Elderberry Savanna. While these areas feature special vegetation, habitat for plants of special concern, and native and non-native fish, only one (Great Valley Oak Riparian Forest) is located within one mile of the City."

### NATURAL RESOURCES

### Solar Energy

The average daily incident shortwave solar energy experiences extreme seasonal variation over the course of the year. The brighter period of the year lasts for 3.5 months, from May 6 to August 23, with an average daily incident shortwave energy per square meter above 7.2 kWh. The brightest day of the year is June 24, with an average of 8.5 kWh. The darker period of the year lasts for 3.5 months, from November 3 to February 18, with an average daily incident shortwave energy per square meter below 3.5 kWh. The darkest day of the year is December 25, with an average of 2.2 kWh.

### **Natural Areas**

Lathrop is within a two-hour drive of many natural areas, preserves, wildlife refuges, and state parks. The land use of Lathrop is dominated by agriculture, industry, and residential. What little natural areas are left within the town occur along the San Joaquin River. The largest pocket of natural area is a 30- acre vegetated oxbow created by the river, located west of I-5 and east of River Islands.

### Environmental Hazards

Below is an outline of the environmental hazards that face the City of Lathrop. (per the City of Lathrop General Plan Update Community Profile)

Sea-Level Rise (SLR)

"Rising sea levels will directly impact coastal development, infrastructure, and habitats. Local impacts of SLR include temporary flooding (especially in combination with storm surge) and permanent inundation. The state's water supplies are also at risk from rising sea levels. An influx of saltwater would degrade California's estuaries, wetlands, and groundwater aquifers."

### Wildfires

"Wildfires are a result of conditions affected by interactions between primary variables (precipitation, temperature) and other factors. Wildfires are unplanned, natural occurring fires and pose a great threat to life and property, particularly when they move from forest or range lands and into developed areas."

### Extreme Heat

"Temperature is directly affected by changes in global atmospheric and oceanic temperatures. The region is expected to experience longer, more frequent, and more severe heat waves in the future, but like annual changes, these changes are somewhat variable across the region."

### Riverine Flooding

"Riverine flooding—a secondary climate variable—occurs when heavy rainfall causes rivers or creeks to overtop their banks and inundate surrounding areas."

#### Drought

"A drought is a period of abnormally dry weather which persists long enough to produce a serious hydrologic imbalance. The severity of the drought depends on the degree of moisture deficiency, the duration of the dry spell, and the size of the affected area."

Many of these environmental hazards, as previously noted, have associated actions that can mitigate the effects for Parks and Recreation users.

### **CULTURAL RESOURCES**

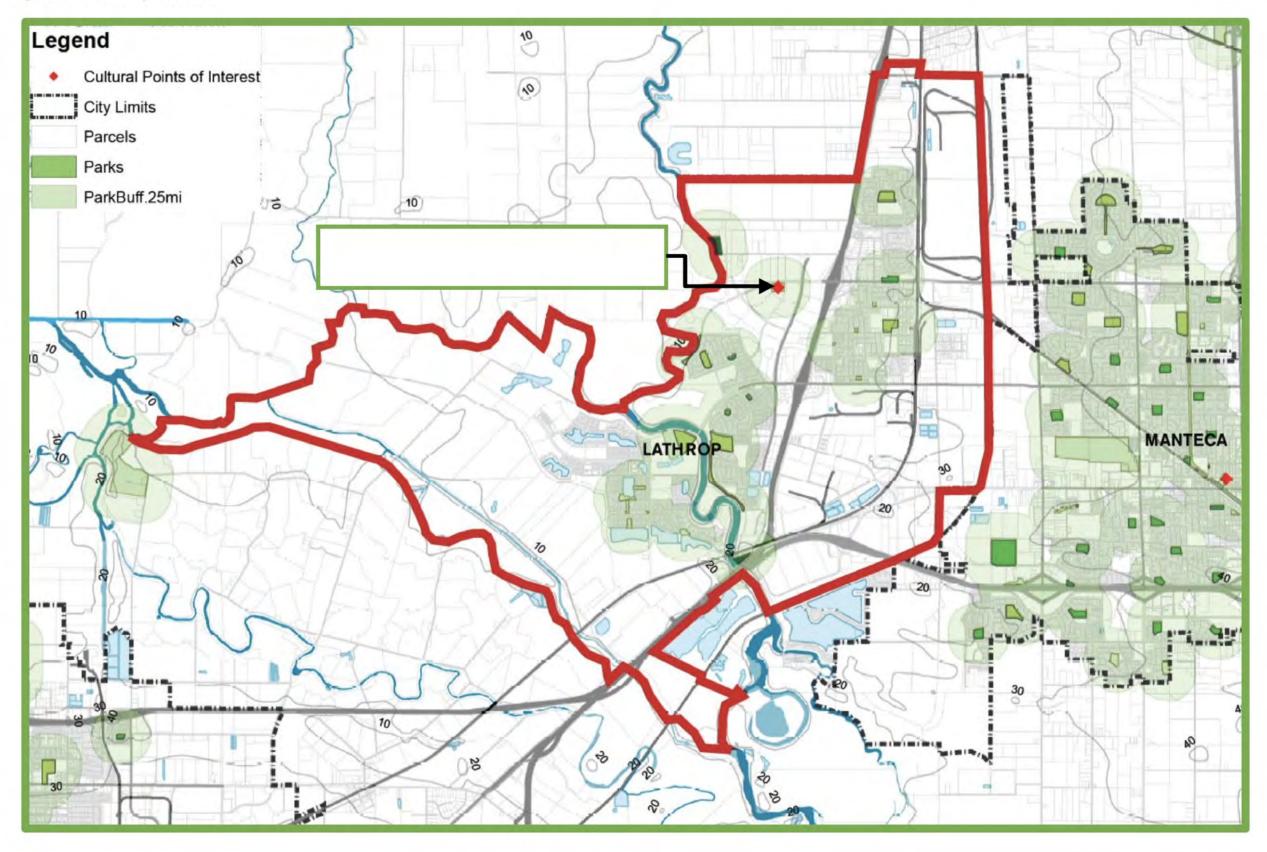
#### Historical Landmarks

The most prominent historical landmark in Lathrop is the Mossdale Railroad Bridge. The Mossdale Railroad Bridge is a unique physical experience that connects the users to the history of Lathrop and coincides with the adjacent Mossdale Crossing Development. Additional landmarks come in the form of Historic Lincoln Highway Markers. These are located along Manthey Road near the Manthey Road Bridge.

#### **Community Resources**

There are several public facilities in Lathrop that provide educational and recreational opportunities for the community. They are: Lathrop Community Center/Scott Brooks Gymnasium, Lathrop Generations Center, and the Lathrop Senior Center. The Lathrop Generations Center hosts a number of annual events for the City and is also home to the Stockton-San Joaquin County Library branch.

Figure 38: Community Resources



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### **Task 11: Capital Improvement Funding**

### PARK FACILITY FUNDING MECHANISMS

California has a highly stipulated and complicated public funding laws which leads to a pooling of various funding sources to fund improvements and manage operations and maintenance budgets. Below is a summary of some of the funding mechanisms that are available for the City of Lathrop to consider for new facilities.

### **GENERAL FUND CIP**

Capital Improvement Program (CIP) is a multi-year forecast of capital needs which typically includes new construction projects and planned improvements of existing facilities. The CIP establishes structure and consistency by identifying, prioritizing, approving, and funding capital improvement projects. In all local government jurisdictions, CIP funding is allocated through the Annual Budgeting Process for approval and can become challenging with other city departments all pulling from the same fund with their request. Consistency in the level of funding allocations should be determined early. General fund CIP planning can be a strong funding opportunity if the City would consider charging assessments to districts and then choosing how to distribute those assessments toward quality of life initiatives.

### **CFF FEES - CAPITAL FACILITY FEE**

The City's Capital Facility Fee (CFF) program was first instituted on October 10, 1990. This revenue source could be reinstated to assist with the Culture and Leisure category of the CFF for annual capital funding improvements.

### MEASURE D

Measure D would be a "general tax" where all revenue from this tax would be deposited into the City's General Fund and could be used for general City operations and services, including police enforcement, emergency response, parks, youth and senior services, and street repair. Pursuant to State Law, a "general tax" requires approval by a majority of the City's voters voting at an election.

### BONDS

Municipalities can issue Bonds as a means to provide a revenue stream for land acquisition or park improvements. Bonds (general obligation bonds and limited obligation bonds) typically require approval by two-thirds of the voting population. Proposition 68 allowed the state to raise over \$4 million to fund parks in underserved neighborhoods.

### **PROPERTY TAXES**

California restricted the increase in property taxes in the 1970's with Proposition 13, which sets the statewide tax to one percent. As well as setting the percentage statewide, the law also restricted the rate at which property's assessed value could increase, either by 25 per year or through a sale.

### SPECIAL TAXES

In California, a special tax must be approved by two-thirds of voters. It must specifically state its purpose, whether it be for capital improvements or operations and maintenance.

### **GENERAL TAXES**

General taxes are taxes used for the general governmental purposes and must be approved by a majority of voters.

#### SALES TAXES

Sales tax revenue dedicated to Parks and Recreation can provide a commitment of public funds when property taxes are not an option.

#### FEES AND SPECIAL ASSESSMENTS

Also required to be approved by voters, these are fees charged to property owners for public services or improvements that benefit their property. These fees are subject to many stipulations through Proposition 218 and 26.

#### **DEVELOPER CONTRIBUTIONS THROUGH THE QUIMBY ACT**

Stemming from the 1965 Quimby Act, Lathrop requires developers to dedicate land and/or pay an in-lieu fee as a condition of subdivision map approval. If the development is under 50 units, then the developer is not required to dedicate land but must still pay an in-lieu fee. When fees, instead of land, are required, the fee is based on the money needed to obtain the land for a park. In addition to developing new parks, fees can be used to rehabilitate existing park facilities that will serve the subdivision. However, fees cannot be used for maintenance, or operations, and cannot pay for ongoing maintenance.

The City's Quimby regulations were adopted under the General Plan and the fees are outlined in the Master Fee Schedule. The Quimby Act requires 3 AC per 1000 residents, or up to 5 AC per 1000 residents if that is the current municipal standard. Lathrop requires a dedication of 5AC per 1000 residents or a fee in lieu.

## **DEVELOPMENT IMPACT FEES**

In addition to the Quimby Act, the Mitigation Fee Act provides a municipality the ability to condition plan approval on the developer's payment of impact fees. These fees are intended to offset the impact of new residents on the existing system, and to ensure that new residents receive the same level of service as existing residents. The main impact of new development to park facilities would be increased use or crowding of existing facilities. The fees must be proportional to the development's impact. If an existing park will serve a population increased by 25 percent, then the fees would be calculated based on providing the additional existing components to meet that increased usage.

These fees can be used for new facilities or improvements to existing facilities, but typically cannot be used for operations or maintenance or to meet existing facility deficits. Both the Quimby Act fees and the Development Impact Fees can be required of a development as long as they do not duplicate each other.

#### DEVELOPER AGREEMENTS

A municipality and a developer can come to an approved development agreement that outlines open space dedication and improvements that override future changes to zoning and land use regulations. This is often the case for phased master planned communities that may be built over a longer time period.

#### **CEQA MITIGATION**

The California Environmental Quality Act (CEQA) requires that the environmental impacts of new development be mitigated if it will cause impacts to park facilities. Mitigation may include fees, land dedication or the improvement to existing park facilities.

#### LAND AND WATER CONSERVATION FUND (LWCF)

Matching grants are often available through funds from the LWCF for local park acquisition and improvements. The Outdoor Recreation Legacy Partnership Program (ORLP) targets funding for improvements in underserved neighborhoods with populations who are economically disadvantaged.

#### **COMMUNITY AND ECONOMIC DEVELOPMENT GRANTS**

New Market Tax Credits is a federal tax program to incentivize private investment in businesses and real estate in low income neighborhoods. Community Development Block Grants (CDBG) have provided grants to several park systems, while it is mainly intended for affordable housing and the expansion of economic opportunities.

#### PHILANTHROPIC

Non-profit organizations, corporations, and individuals can advocate, fundraise, and donate funds for Parks and Recreation investments. Philanthropies with community ties have increasingly made impacts on public parks.

#### **PUBLIC PRIVATE PARTNERSHIPS (P3'S)**

Funding for new parks can be offered in return for naming rights, development rights, and various other benefits. This is an increasingly common strategy used to build specialty and destination parks.

For park operations, P3's are set up in various ways which can help strengthen park offerings while sometimes providing a stream of revenue for park budgets. Examples include selling concessions and offering programs for a fee, with a percentage given back to the agency.

#### **USER FEES AND EARNED INCOME**

Fees generated from facility rental, services and programs can supplement the Parks and Recreation budget. Often this is balanced with providing access to lower income residents. Other options can provide revenue from parking, land leases, and sales of concessions.

#### **COORDINATION WITH HEALTH CARE AND SCHOOL SYSTEM**

The common goals and needs of the health care, Parks and Recreation and schools align them to create partnerships for park investments as well as ongoing maintenance, programming and shared-use agreements.

#### **TRANSPORTATION GRANTS**

More and more often, Parks and Recreation agencies are receiving funding, often through matching grants, from USDOT for transportation investments that acknowledge the need and demand for more improved walking and biking facilities.

#### **CLIMATE CHANGE AND DISASTER RESILIENCY PROGRAMS**

With the need for communities to address climate change, there are growing list of funds from various sources dedicated to helping with these costs. "California's large cap-and-trade plan has devoted a portion of funding for urban and community forestry programs in disadvantaged communities (using a state-designed designation framework). In the 2018–19 budget, for example, the state allocates \$20 million for urban greening programs out of a total budget of \$1.46 billion," (Investing in Equitable Urban Park Systems, https://prps.org/common/Uploaded%20files/Resources/CPA%20Investing%20in%20Equitable%20 Urban%20Park%20Systems-July%202019.pdf)

Both CDBG grants and FEMA have provided funding sources for disaster recovery and prevention. Including a \$4.65 million FEMA grant to the City of Oakland to reduce fire danger. FEMA provides grant funding to better manage flood hazard areas.

(Source: Change Lab Solutions, <u>https://www.changelabsolutions.org/sites/default/files/Parks-Financing_</u> White-Paper_FINAL_20151007.pdf) THIS PAGE IS INTENTIONALLY LEFT BLANK

# Task 12: Action Plan

## CONTEXT

Residents and community leaders are increasingly recognizing that Parks and Recreation facilities, programs, and services are becoming more and more essential in planning efforts for long term investments in economic sustainability and planning the vitality of desirable communities. The City of Lathrop Parks and Recreation Department is committed to providing comprehensive, high quality parks, programs, facilities, and services to the community and the following recommendations will assist the department in moving forward.

# **MOVING FORWARD-RECOMMENDATIONS**

After analyzing the findings from the Master Plan process, including the Key Issues Matrix, a summary of all research, the qualitative and quantitative data captured, inventory, LOS analysis, and input assembled for this study, a variety of recommendations have emerged to provide guidance to raise the bar for programs, facilities and development for the City of Lathrop, Parks and Recreation Department. This section describes ways to enhance the level of service and the quality of life with improvements through efficiencies, enhanced program and service delivery, facilities and amenities, and increased financial opportunities.

Goals, objectives, and action items for the recommendations are drawn from the public input, inventory, level of service analysis, findings feedback, and other information gathered with a primary focus on maintaining, sustaining, and improving the Lathrop Parks and Recreation Department. This section describes ways to enhance the level of service and the quality of life in Lathrop through improvements to parks, services, facilities, programs, and amenities while also focusing on improving programming and services, organizational efficiencies, and financial opportunities.



Table 25: Goals and Action Plan Table

Action	Timeframe
Action           .1a Adjustment of the Culture and Leisure Facilities CIP           Revise planned facilities and adjust to changing needs           Merge the Senior Center 19,600 square feet, the Youth Center 7,500 square feet and the Community Center 7,800 square feet to Multi-Use Community Center A for a total 34,900 square feet           Reallocate 31,100 square feet and fee for Library Space to Multi-Use Community Center B           Ensure Gymnasium Space 7,500 square feet is attached to the 31,100           square feet Multi-Use Community Center B for a total 38,600 square feet           Repurpose proposed Community Pool to various Community Splash Pads/Spray Grounds           Develop Sports Complex's with lighted fields (both ball diamonds and multipurpose fields) and consider synthetic turf surfaces where appropriate <b>1.1b Determine location for a Multi-Use Community Center within Historic athrop with a minimum of 34,900 square feet</b> Multi-Use classrooms and meeting space to accommodate daily programming           • Expandable partitions to adjust room sizes appropriately           • Flexible programming space to accommodate camps and after school activities           • Space for daily senior services           Expanded kitchen to serve daily lunch programs, allow for event catering, evening program/classes           Performance stage           Minimum of 3 indoor basketball/volleyball courts           • Adjustable height baskets for youth basketball           • Automatic retractable bleachers for spec	2021-2023

ł	Expanded kitchen to serve daily lunch programs, allow for event catering,	
	allow for event catering, evening program/classes	
1	Minimum of 3 indoor basketball/volleyball courts	
	<ul> <li>Adjustable height baskets for youth basketball</li> </ul>	
	<ul> <li>Automatic retractable bleachers for spectators</li> </ul>	
٩.	Dance, gymnastics, fitness, and wellness space	
1	Dedicated community meeting space	
	Equipment storage	
	Staff offices	
1.1	Ld Develop plans for sports complex in River Islands adjacent to future high	
cl	hool	
6	Lighted sports fields	
	<ul> <li>Consider synthetic athletic field to extend sports season into</li> </ul>	
	winter months	
	Loop walk/trail	
	Shade structures	
	Outdoor sports courts	
6	Restroom, concession facility with meeting space	
.1	Le Develop plans for sports park in Stanford Crossing Community Sports Park	
	jacent to existing high school	
	Lighted sports fields	
	<ul> <li>Consider synthetic athletic field to extend sports season into winter</li> </ul>	
	months	
	Loop walk/trail	
	Shade structures	
1	Outdoor sports courts	
	Restroom, concession facility with meeting space	
ļ	Access road could be directed to the west edge of designated parkland along the levee to provide as much usable park space as possible	
	If Discuss as part of Phase 2 Parks Master Plan for River Islands	
١.	Discuss City management and operation of private elementary school	
	gymnasiums in Partnership with School District	
5	Install classroom space for city run before, after school and summer camp	
	programing on each school campus	
٢.	Coordinate approvals of park and community plans with developer in	
	conjunction with the River Islands Phase 2 Parks Master Plan	
1	Ig Research Opportunities for Off Leash/Dog Park Spaces in Historic Lathrop	
	Ib Collow guidelines for the process of resource allocation as assuided	
	Ih Follow guidelines for the process of resource allocation as provided	
	rough the Pyramid Methodology for future planning efforts as outlined and	
m	plement equitable user fees for programming and services	

Districts for permanent facility use or city owned facilities adjacent to schools
for before and after school care

Action	Timeframe
2.1a Implement a standardized maintenance plan in collaboration with Public Works that includes weekly, monthly, and seasonal preparations and regular maintenance	2023-2024
2.1b Implement Scoring Matrix and inspection schedule/team for indoor and outdoor recreation facilities	
2.1c Evaluate and plan for increased programs and participation within the community including fitness and wellness programs	
Swim lessons	
Outdoor recreation programs	
Hobby and special interest programs	
Dance and cultural arts programs	
Youth before and after-school programs	
Break and summer camps	
2.1d Increase special event programming	
Expand summer concert schedule	
Expand "Movie in the Park" offerings	
<ul> <li>Review possibility for Farmer's Markets and Food Truck Rodeo</li> </ul>	
Continue to utilize We CARE brand with marketing funds and give- away	
items to promote at community activities	
<ul> <li>Pursue additional public/private partnerships with:</li> </ul>	
<ul> <li>Business Community</li> </ul>	
<ul> <li>Medical Community</li> </ul>	
<ul> <li>Developers</li> </ul>	

2.1e Utilize GRASP and Needs Assessment Findings to develop a 15-year Capital Replacement Schedule for existing facilities and address low scoring amenities and components listed below:	2021-2024
Apolinar Sangalang Park	
Manage drainage issues	
Repair or replace turf	
Replace existing playground and rubberized surfacing	
Place new restroom by new playground	
Place Splash Pad adjacent to new playground	
Consider the placement of tennis courts adjacent to existing basketball court.	
Replace park sign	
Install Flagpole - POW/MIA/UA Armed Forces	
Crescent Park	
Identify location for shaded picnic area	
Replace volleyball sand	
Replace park sign	
7th Street Skate Park	
Formalize plan for additional acreage to include parking, shaded picnic area,	
a drinking fountain, dog station, lighting, restrooms, bike rack	
Possible location for bike park	
Install park sign	
Libby Park	
Replace or update fitness items	
Add drinking fountain with dog dish	
Replace park sign	
Michael Vega Park	
Replace wooden picnic tables and benches with system standard tables	
Replace volleyball sand	
Milestone Manor Park	
Resurface and level path throughout	
<ul> <li>Add children's themed educational pathway</li> </ul>	
Install standard tables and benches	
Manage ornamental plantings	
Replace park sign	

M	ossdale Landing Community Park	
•	Develop conceptual plan to repurpose use of park.	
•	Replace tables with standard items	
	Manage drainage and irrigation issues	
•	Consider area for additional shaded picnic/group gathering	
•	Construct shade front of concessions building	
Pa	ark West	
•	Install large shade structure by restroom	
	Replace tables with standard items	
•	Repair court surfacing	
•	Install fitness equipment along perimeter trail	
Riv	ver Park North	
•	Create educational kiosks about natural habitat surrounding the river	
•	Improve access to river	
	Remove turf and place with drought tolerant plants	
•	Place park sign	
•	Protect and preserve native and endangered species through education and	
	safe plantings in all park locations	
So	omerston Park	
•	Install shaded picnic structures	
Гh	ne Green	
•	Develop revised conceptual plan for park	
•	Replace playground	
÷	Continue to work to improve irrigation issues	
•	Add ornamental plantings	
•	Replace park sign	
Tic	dewater Park	
•	Change playground surface to poured in place surfacing	
•	Paint basketball court	
Va	Ilverde Park	
•	Resurface basketball courts	
•	Redesign and replant parking lot landscaping	
•	Replace wooden shade shelters	
•	Reseal and stripe parking lots	
•	Monitor and repair irrigation and turf problems	
w	oodfield Park	
•	Manage turf condition	
	Replace/remove restroom building	

2.1h Establish Standards	for Future Park Development
Standard Items to be con	sidered for inclusion
<ul> <li>Splash pads and wate</li> </ul>	er features
<ul> <li>Trail and pathway co</li> </ul>	nnectivity
<ul> <li>Playgrounds</li> </ul>	
<ul> <li>Additional open space</li> </ul>	e and natural areas
<ul> <li>Indoor athletic fields</li> </ul>	and courts
Improved amenities	restrooms, pavilions)
<ul> <li>Indoor recreation fac</li> </ul>	ilities
Community Gardens	
Public Art in Parks	
<ul> <li>Provide ample shade</li> </ul>	with tree canopy cover and shade structures
<ul> <li>Add storm water syst</li> </ul>	ems and erosion mitigation systems
<ul> <li>Install small windmill</li> </ul>	s on park facilities or decorative turbine structures
<ul> <li>Protect and preserve</li> </ul>	native and endangered species
Installation of solar p	anels in areas that will provide energy efficient practices.
Examples include: re	strooms, outdoor public spaces, etc.
. Drovido accors to pat	ural areas such as levees, trails, greenway

Action	Timeframe
3.1a Develop a joint use facilities agreement with Banta School District 3.1b Strengthen existing partnership with MUSD and research new opportunitie	2021-2023

Į

Action	Timeframe
4.1a Explore the development of a non-profit foundation for Parks and Recreation	2021-2023
4.1b Pursue grant writer or contract with organization to increase resources through grant and philanthropic opportunities	

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# Appendix A: Level of Service Analysis and Methodology

# A. GRASP[®] Glossary

Buffer: see catchment area

**Catchment area:** a circular map overlay that radiates outward in all directions from an asset and represents a reasonable travel distance from the edge of the circle to the asset. Used to indicate access to an asset in a Level of Service assessment

**Component:** an amenity such as a playground, picnic shelter, basketball court, or athletic field that allows people to exercise, socialize, and maintain a healthy physical, mental, and social wellbeing

Geo-Referenced Amenities Standards Process[®] (GRASP[®]): a proprietary composite-values methodology that takes quality and functionality of assets and amenities into account in a Level of Service assessment

**GRASP® Level of Service (LOS):** the extent to which a recreation system provides community access to recreational assets and amenities

**GRASP®-IT audit tool:** an instrument developed for assessing the quality and other characteristics of parks, trails, and other public lands and facilities. The tested, reliable, and valid tool, is used to conduct inventories of more than 100 park systems nationwide.

Low-score component: a component given a GRASP[®] score of "1" or "0" as it fails to meet expectations

Lower-service area: an area of a city that has some GRASP[®] Level of Service but falls below the minimum standard threshold for the overall Level of Service

**Modifier:** a basic site amenity that supports users during a visit to a park or recreation site, to include elements such as restrooms, shade, parking, drinking fountains, seating, BBQ grills, security lighting, and bicycle racks among others

No-service area: an area of a city with no GRASP® Level of Service

**Perspective:** a perspective is a map or data quantification, such as a table or chart, produced using the GRASP[®] methodology that helps illustrate how recreational assets serve a community

Radius: see catchment area

**Recreational connectivity:** the extent to which community recreational resources are transitionally linked to allow for easy and enjoyable travel between them.

**Recreational trail:** A recreation trail can be a soft or hard-surfaced off-street path that promotes active or passive movement through parklands or natural areas. Recreational trails are typically planned and managed by Parks and Recreation professionals or departments.

Service area: all or part of a catchment area ascribed a particular GRASP[®] score that reflects the Level of Service provided by a particular recreational asset, a set of assets, or an entire recreation system

Threshold: a minimum Level of Service standard typically determined based on community expectations

Trail: any off-street or on-street connection dedicated to pedestrian, bicycle, or other non-motorized users

**Trail network:** A trail network is a functional and connected part of a trail system within which major barrier crossings, including such things as crosswalks, pedestrian underpasses, or bridges. Different networks are separate from other trail networks by missing trail connections or by such barriers as roadways, rivers, or railroad tracks.

**Trail system:** all trails in a community that serve pedestrian, bicycle, and alternative transportation users for purposes of both recreation and transportation

**Transportation trail:** A transportation trail is a hard surface trail, such as a city sidewalk, intended for traveling from one place to another in a community or region. These trails typically run outside of parklands and are managed by Public Works or another city utility department.

# B. GRASP[®] Components and Definitions

GRASP® Outdoor Component Type	Definition
Adventure Course	An area designated for activities such as rope courses, zip-lines, and challenge courses. The type specified in the comments.
Amusement Ride	Carousel, train, go-carts, bumper cars, or other ride-upon features. The ride has an operator and controlled access.
Aquatics, Complex	An aquatic complex has at least one immersion pool and other features intended for aquatic recreation.
Aquatics, Lap Pool	A human-made basin designed for people to immerse themselves in water and intended for swimming laps.
Aquatics, Leisure Pool	A human-made basin designed for people to immerse themselves in water and intended for leisure water activities. May include zero-depth entry, slides, and spray features.
Aquatics, Spray Pad	A water play feature without immersion intended for interaction with moving water.
Aquatics, Therapy Pool	A therapy pool is a temperature-controlled pool intended for rehabilitation and therapy.
Basketball Court	A dedicated full-sized outdoor court with two goals.

## Table 26: GRASP® Outdoor Component List

Basketball, Practice	A basketball goal for half-court play or practice that includes goals in spaces associated with other uses.
Batting Cage	A batting cage is a stand-alone facility that has pitching machines and restricted entry.
Bike Complex	A bike complex accommodates various bike skills or activities with multiple features or skill areas.
Bike Course	A designated area for non-motorized bicycle use, constructed of concrete, wood, or compacted earth. May include a pump track, velodrome, skills course.
Camping, Defined	Defined campsites may include a variety of facilities such as restrooms, picnic tables, water supply. Use the official agency count for quantity if available.
Camping, Undefined	Indicates allowance for users to stay overnight in the outdoors in undefined sites. Undefined camping receives a quantity of one for each park or location. Use this component when the quantity of sites is not available for dispersed camping.
Climbing, Designated	A designated natural or human-made facility provided or managed by an agency for recreation climbing not limited to play.
Climbing, General	Indicates allowance for users to participate in a climbing activity. Use a quantity of one for each park or other location.
Concession	A facility used for the selling, rental, or other provision of goods and services to the public.
Diamond Field	Softball and baseball fields, suitable for organized diamond sports games. Not specific to size or age- appropriateness.
Diamond Field, Complex	Many ballfields at a single location suitable for tournaments.
Diamond Field, Practice	An open or grassy area used for the practice of diamond sports. Distinguished from ballfield in that it doesn't lend itself to organized diamond sports games and from open turf by the presence of a backstop.
Disc Golf	A designated area for disc golf. Quantities: 18 hole course = 1; 9 hole course = .5
Dog Park	An area explicitly designated as an off-leash area for dogs and their guardians.

Educational Experience	Signs, structures, or features that provide an educational, cultural, or historical experience. Assign a quantity of one for each contiguous site. Distinguished from public art by the presence of interpretive signs or other information.
Equestrian Facility	Same as above
Event Space	A designated area or facility for an outdoor class, performance, or special event, including an amphitheater, bandshell, stage.
Fitness Course	Features intended for personal fitness activities. A course receives a quantity of one for each complete grouping.
Game Court	Outdoor court designed for a game other than tennis, basketball, volleyball, as distinguished from a multi-use pad, including bocce, shuffleboard, lawn bowling. Quantity counted per court.
Garden, Community	A garden area that provides community members a place to have a personal vegetable or flower garden.
Garden, Display	A garden area that is designed and maintained to provide a focal point or destination, including a rose garden, fern garden, native plant garden, wildlife/habitat garden, an arboretum.
Golf	A course designed and intended for the sport of golf. Counted per 18 holes. Quantities: 18 hole course = 1; 9 hole course = .5
Golf, Miniature	A course designed and intended as a multi-hole golf putting game.
Golf, Practice	An area designated for golf practice or lessons, including driving ranges and putting greens.
Horseshoe Court	A designated area for the game of horseshoes, including permanent pits of regulation length. Quantity counted per court.
Horseshoes Complex	Several regulation horseshoe courts in a single location suitable for tournaments.
Ice Hockey	Regulation size outdoor rink explicitly built for ice hockey games and practice. General ice skating included in "Winter Sport."
Inline Hockey	Regulation size outdoor rink built specifically for in- line hockey games and practice.

Loop Walk	Opportunity to complete a circuit on foot or by non-motorized travel mode. Suitable for use as an exercise circuit or leisure walking. Quantity of one for each park or other location unless more than one distinct circuit is present.
Multi-Use Pad	A painted area with games such as hopscotch, 4 square, tetherball found in schoolyards. As distinguished from "Games Court," which is typically single-use.
Natural Area	Describes an area in a park that contains plants and landforms that are remnants of or replicate undisturbed native regions of the local ecology. It can include grasslands, woodlands, and wetlands.
Open Turf	A grassy area that is not suitable for programmed field sports due to size, slope, location, or physical obstructions. May be used for games of catch, tag, or other informal play and uses that require an open grassy area.
Other	An active or passive component that does not fall under any other component definition.
Passive Node	A place that is designed to create a pause or particular focus within a park and includes seating areas, plazas, overlooks. Not intended for programmed use.
Pickleball Court	A designated court designed primarily for pickleball play.
Picnic Ground	A designated area with a grouping of picnic tables suitable for organized picnic activities. Account for individual picnic tables as Comfort and Convenience modifiers.
Playground, Destination	A destination playground attracts families from the entire community. Typically has restrooms and parking on-site. May include special features like a climbing wall, spray feature, or adventure play.
Playground, Local	A local playground serves the needs of the surrounding neighborhood. Includes developed playgrounds and designated nature play areas. Park generally does not have restrooms or on-site parking.
Public Art	Any art installation on public property. Art receives a quantity of one for each contiguous site.
Rectangular Field Complex	Several rectangular fields in a single location suitable for tournament use.

Rectangular Field, Large	Describes a specific field large enough to hose one adult rectangular field sports game such a soccer, football, lacrosse, rugby, and field hockey The approximate field size is 180' x 300' (60 x 10 yards). The field may have goals and lines specifi to an individual sport that may change with th permitted use.					
Rectangular Field, Multiple	Describes an area large enough to host one adult rectangular field sports game and a minimum of one other event/game, but with an undetermined number of actual fields. This category describes a large open grassy area arranged in any manner of configurations for any number of rectangular field sports. Sports may include but are not limited to: soccer, football, lacrosse, rugby, and field hockey. The field may have goals and lines specific to an individual sport that may change with the permitted use.					
Rectangular Field, Small	Describes a specific field too small to host a regulation adult rectangular field sports game but accommodates at least one youth field sports game. Sports may include but are not limited to: soccer, football, lacrosse, rugby, and field hockey. A field may have goals and lines specific to a particular sport that may change with a permitted use.					
Shelter, Large	A shade shelter or pavilion large enough to accommodate a group picnic or other event for a minimum of 13 seated. Address lack of seating in scoring.					
Shelter, Small	A shade shelter, large enough to accommodate a family picnic or other event for approximately 4-12 persons with seating for a minimum of 4. Covered benches for seating up to 4 people included as a modifier in comfort and convenience scoring and should not be included here.					
Skate Feature	A stand-alone feature primarily for wheel sports such as skateboarding and in-line skating. The component may or may not allow freestyle biking. May be associated with a playground but is not part of it. Categorize dedicated bike facilities as Bike Course.					
Skate Park	An area set aside primarily for wheel sports such as skateboarding and in-line skating. The park may or may not allow freestyle biking. May be specific to one user group or allow for several user types. It can accommodate multiple abilities. Typically has a variety of concrete or modular features.					

Target Range	A designated area for practice or competitive target activities, such as archery or firearms.
Tennis Complex	Multiple regulation courts in a single location with amenities suitable for tournament use.
Tennis, Practice Wall	A wall intended for practicing tennis.
Track, Athletic	A multi-lane, regulation-sized running track appropriate for track and field events.
Trail, Multi-Use	A trail, paved or unpaved, is separated from the road and provides recreational opportunities or connection to walkers, bikers, rollerbladers, and equestrian users. Paths that make a circuit within a single site are Loop Walks.
Trail, Primitive	A path, unpaved, located within a park or natural area that provides recreational opportunities or connections to users. Minimal surface improvements that may or may not meet accessibility standards
Trail, Water	A river, stream, canal, or other waterway used as a trail for floating, paddling, or other watercraft.
Trailhead	A designated staging area at a trail access point may include restrooms, an information kiosk, parking drinking water, trash receptacles, and seating.
Volleyball Court	One full-sized court. May be hard or soft surface, including grass and sand. May have permanent or portable posts and nets.
Wall Ball Court	Walled courts associated with sports such as handball and racquetball. The type specified in the comments.
Water Access, Developed	A developed water access point includes docks, piers, kayak courses, boat ramps, fishing facilities. Specified in comments, including quantity for each unique type.
Water Access, General	Measures a user's general ability to access the edge of open water. May include undeveloped shoreline. Typically receives a quantity of one for each contiguous site.
Water Feature	This passive water-based amenity provides a visual focal point that includes fountains and waterfalls.
Water, Open	A body of water such as a pond, stream, river, wetland with open water, lake, or reservoir.
Winter Sport	An area designated for a winter sport or activity such as a downhill ski area, Nordic ski area, sledding hill, toboggan run, or recreational ice. The type specified in the comments.

Table 27: GRASP® Indoor Component List

GRASP [®] Indoor Component Type	Definition						
Arts and Crafts	A room with a non-carpeted floor, built-in storage for materials, and a sink. Often adjacent to a kiln room.						
Auditorium/Theater	A large room explicitly designed as a performance/ lecture space that includes a built-in stage, seating and can accommodate stage lighting and sound amplification.						
Childcare/Preschool	A room or space with built-in secure entry and cabinets, a small toilet, designated outdoor play area. Intended for short-term child care or half or full-day preschool use.						
Fitness/Dance	A room with resilient flooring and mirrors.						
Food - Counter Service	Staffed food service with a commercial kitchen and no waiter services.						
Food - Full Service	Staffed food service with a commercial kitchen and dining room with waiter services.						
Food - Vending	A non-staffed area with vending machines or self- service food options.						
Gallery/Exhibits	A space intended for the display of art, interpretive information, or another type of exhibit. Typically has adequate lighting, open wall space, and room for circulation.						
Sport Court	An active recreation space such as a gymnasium that can accommodate basketball, volleyball, or other indoor court sports with one or more courts designated in quantity.						
Track, Indoor	Course with painted lanes, banked corners, resilient surface, and marked distances suitable for exercise walking, jogging, or running.						
Kitchen - Kitchenette	Area for preparing, warming, or serving food.						
Kitchen - Commercial	A kitchen meeting local codes for commercial food preparation.						
Lobby/Entryway	An area at the entry of a building intended for sitting and waiting or relaxing						
Multi-Purpose Room	A multi-purpose room can host a variety of activities, including events, classes, meetings, banquets, medical, or therapeutic uses. It also includes rooms or areas designated or intended as game rooms, libraries, or lounges. Rooms may be dividable.						
Patio/Outdoor Seating	Outdoor space or seating area designed to be used exclusively in conjunction with indoor space and primarily accessed through an indoor space.						

Retail/Pro-shop	An area for retail sales of sporting equipment, o gifts. Typically has direct access from outdoor and can be secured separately from the rest of building or facility.						
Sauna/Steam Room	A facility with built-in seating and a heat source intended for heat therapy. May be steam or dry heat.						
Specialty Services	Any specialty services available at an indoor location.						
Specialty Training	Any specialty training available at an indoor location that includes gymnastics and circuit training.						
Weight/Cardio Equipment	A room or area with weight and cardio equipment, resilient or anti-bacterial flooring, adequate ventilation, and ceiling heights appropriate for high-intensity workouts						
Woodshop	A room with wood-working equipment that contains an adequate power supply and ventilation.						

Note: Include any component from the outdoor component list as an indoor component

# C. Inventory Methods and Process

To complete a detailed GIS (Geographic Information System) inventory, the planning team first prepared a preliminary list of existing components using aerial photography and GIS data. Components identified in aerial photos were located and labeled.

Next, field teams visited sites to confirm or revise preliminary component data, make notes regarding sites or assets, and develop an understanding of the system. The inventory for this study focused primarily on components at public parks. Evaluations include assessments to ensure a component was serving its intended function, noting any parts in need of refurbishment, replacement, or removal.

The inventory also included the recording of site comfort and convenience amenities such as shade, drinking fountains, restrooms, called **modifiers**.

Collection of the following information during site visits:

- Component type and geolocation
- Component functionality
  - Based assessment scoring on the condition, size, site capacity, and overall quality. The inventory team used the following three-tier rating system to evaluate these:
    - 1 = Below Expectations
    - 2 = Meets Expectations
    - 3 = Exceeds Expectations
- Site modifiers
- Site design and ambiance
- Site photos
- General comments

## Asset Scoring

All components were scored based on condition, size, site capacity, and overall quality as they reflect the expected quality of recreational features. Beyond quality and functionality of components, however, GRASP® Level of Service analysis also considers important aspects of a park or recreation site. Not all parks are created equal, and their surroundings may determine the quality of a user's experience. For example, the GRASP® system acknowledges the essential differences between identical playground structures as displayed in the following images:

# Figure 39: GRASP® Asset Scoring Comparison





In addition to scoring components, GRASP[®]-IT assesses each park site or indoor facility for its comfort, convenience, and ambient qualities. These qualities include the availability of amenities such as restrooms, drinking water, shade, and scenery. These modifier values then serve to enhance or amplify component scores at any given location.

Compiled GIS information collected during the site visit includes all GIS data and staff input. This review packet consists of the most recent GIS data displayed by location on an aerial photograph. An accompanying data sheet for each site lists modifier and component scores as well as observations and comments.

Analysis of the existing parks, open space, trails, and recreation systems determine how the systems are serving the public. Level of Service (LOS) in Parks and Recreation master plans defines the capacity of the various components and facilities that make up the system to meet the needs of the public in terms of the size or quantity of a given facility per unit of population.

An analytical technique known as **GRASP® (Geo-Referenced Amenities Standard Process)** was used to analyze the Level of Service provided by assets. This proprietary process, used exclusively by GreenPlay, yields analytical maps and data that may be used to examine access to recreation across a study area.

# D. Composite-Values Level of Service Analysis Methodology

*Level of Service (LOS)* measures how parks, open spaces, trails, and facilities serve the community. They may be used to benchmark current conditions and to direct future planning efforts.

# Why Level of Service?

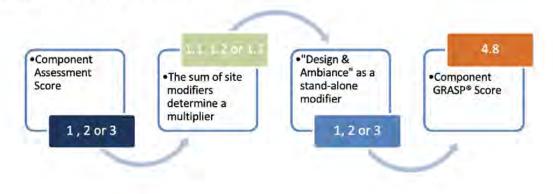
LOS indicates the ability of people to connect with nature and pursue active lifestyles. It can have implications for health and wellness, the local economy, and the quality of life. Further, LOS for a Parks and Recreation system tends to reflect community values. It is often representative of people's connection to their communities and lifestyles focused on outdoor recreation and healthy living.

Analysis of the existing parks, open space, trails, and recreation systems determine how the systems are serving the public and the capacity of the various components and facilities to meet the needs of the users or residents.

# **GRASP®** Score

Each park or recreation location, along with all on-site components, has been assigned a **GRASP® Score**. The GRASP® Score accounts for the assessment score as well as available modifiers and the design and ambiance of a park. The following illustration shows this relationship. A basic algorithm calculates scoring totals, accounting for both component and modifier scores, every park, and facility in the inventory. The resulting ratings reflect the overall value of that site. Scores for each inventory site and its components may be found in the GRASP® Inventory Atlas, a supplemental document.

# Figure 40: GRASP® Score calculation



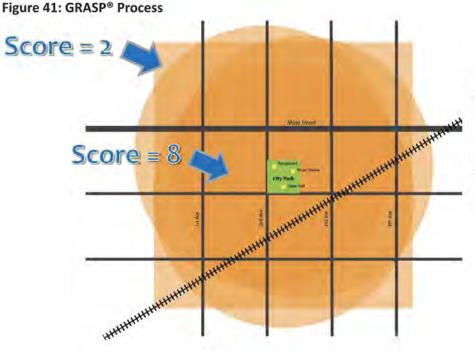
# **Catchment Areas**

Catchment areas, also called buffers, radii, or service area, are drawn around each component. The GRASP® Score for that component is then applied to that buffer and overlapped with all other component catchment areas. This process yields the data used to create perspective maps and analytical charts.

## Perspectives

Maps and data produced using the GRASP[®] methodology are known as *Perspectives*. Each perspective models service across the study area. The system can be further analyzed to derive statistical information about service in a variety of ways. Maps are utilized along with tables and charts to provide benchmarks or insights a community may use to determine its success in delivering services.

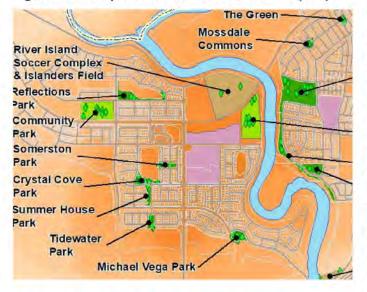
Plotting service areas for multiple components on a map produces a picture that represents the cumulative Level of Service provided by that set of elements in a geographic area.



This example graphic illustrates the GRASP® process, assuming all three components and the park boundary itself, is scored a "2". The overlap of their service areas yields higher or lower overall scores for different parts of a study area.

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On a map, darker shades result from the overlap of multiple service areas and indicate areas served by more or higher quality components. For any given spot, there is a GRASP[®] Value that reflects cumulative scoring for nearby assets. *Figure 42* provides an example.



#### Figure 42: Example of GRASP® Level of Service (LOS)

# More on Utilizing GRASP[®] Perspectives

GRASP[®] Perspectives evaluate the Level of Service throughout a community from various points of view. Their purpose is to reveal possible gaps in service and provide a metric to use in understanding a recreation system. However, it is not necessarily beneficial for all parts of the community to score equally in the analyses. The desired Level of Service for a location should depend on the type of service, the characteristics of the place, and other factors such as community need, population growth forecasts, and land use issues. For example, commercial, institutional, and industrial areas might reasonably have a lower Level

of Service for Parks and Recreation opportunities than residential areas. GRASP® Perspectives should focus attention on gap areas for further scrutiny.

# E. Brief History of Level of Service Analysis

To help standardize Parks and Recreation planning, universities, agencies, and Parks and Recreation professionals have long been looking for ways to benchmark and provide "national standards" for how much acreage, how many ballfields, pools, and playgrounds, a community should have. In 1906 the fledgling "Playground Association of America" called for playground space equal to 30 square feet per child. In the 1970s and early 1980s, the first detailed published works on these topics began emerging (Gold, 1973, Lancaster, 1983). In time, "rule of thumb" ratios emerged with 10 acres of parklands per thousand population becoming the most widely accepted norm. Other normative guides also have been cited as traditional standards but have been less widely accepted.

In 1983, Roger Lancaster compiled a book called, "Recreation, Park and Open Space Standards and Guidelines," which was published by the National Park and Recreation Association (NRPA). In this publication, Mr. Lancaster centered on a recommendation "that a park system, at minimum, be composed of a core system of parklands, with a total of 6.25 to 10.5 acres of developed open space per 1,000 population (Lancaster, 1983, p. 56). The guidelines went further to make recommendations regarding an appropriate mix of park types, sizes, service areas, and acreages, and standards regarding the number of available recreational facilities per thousand population. While published by NRPA, the table became widely known as "the NRPA standards," but these were never formally adopted for use by NRPA.

Perspectives used conjunction with other assessment tools such as community needs surveys and a public input process to determine if current levels of service are appropriate in a given location. Plans provide similar levels of service to new, developing neighborhoods. Or it may be determined that different Levels of Service are adequate or suitable. Therefore, a new set of criteria may be utilized that differs from existing community patterns to reflect these distinctions.

Since that time, various publications have updated and expanded upon possible "standards," several of which have been published by NRPA. Many of these publications benchmarked and other normative research to try and determine what an "average LOS" should be. NRPA and the prestigious American Academy for Park and Recreation Administration, as organizations, have focused in recent years on accreditation standards for agencies, which are less directed towards outputs, outcomes, and performance, and more on planning, organizational structure, and management processes. The popularly referred to "NRPA standards" for LOS, as such, do not exist.

Today, NRPA has shifted to an annual Agency Performance Review publication. The following three tables provide similar but updated information to the table of commonly referenced LOS capacity standards included in the 2006 document. "The 2019 NRPA Agency Performance Review presents the data and key insights from 1,075 Parks and Recreation agencies collected by the Agency Performance Survey. This annual report provides critical Parks and Recreation metrics on budgets, staffing, facilities, and more."¹¹

In conducting planning work, it is critical to realize that the above standards can be valuable when referenced as "norms" for capacity, but not necessarily as the target standards for which a community should strive. Each city is different, and many factors that are not addressed by the criteria above. For example:

- Does "developed acreage" include golf courses"? What about indoor and passive facilities?
- What are the standards for skate parks? Ice Arenas? Public Art? Etc.?
- What if it's an urban land-locked community? What if it's a small town surrounded by open Federal lands?
- What about quality and condition? What if there's a bunch of ballfields, but they are not maintained?

# F. GRASP® (Geo-Referenced Amenities Standards Program)

A new methodology for determining the Level of Service is appropriate to address these and other relevant questions. It is called composite-values methods, and it is applied in communities across the nation in recent years to provide a better way of measuring and portraying the service provided by Parks and Recreation systems. Primary research and development on this methodology were funded jointly by GreenPlay, LLC, a management consulting firm for parks, open space, and related agencies; Design Concepts, a landscape architecture, and planning firm, and Geowest, a spatial information management firm. The trademarked name for the composite-values methodology process that these three firms use is called **GRASP®** (**Geo-Referenced Amenities Standards Program**). For this methodology, capacity is only part of the LOS equation. Considering other factors include quality, condition, location, comfort, convenience, and ambiance.

Parks, trails, recreation, and open space are part of an overall infrastructure for a community made up of various components, such as playgrounds, multi-purpose fields, passive areas. Explanations and characteristics listed above affect the amount of service provided by the parts of the system follow.

**Quality** – The service provided by a component, whether it is a playground, soccer field, or swimming pool, is determined in part by its quality. A playground with a variety of features, such as climbers, slides, and swings, provides a higher degree of service than one with nothing but an old teeter-totter and some "monkey-bars."

¹¹ https://www.nrpa.org/siteassets/nrpa-agency-performance-review.pdf

**Condition** – The condition of a component also affects the amount of service it provides. A playground in disrepair with unsafe equipment does not offer the same function as one in good condition. Similarly, a soccer field with a smooth surface and well-maintained grass provide more service than one that is full of weeds, ruts, and other hazards.

**Location** – To be served by something, you need to be able to get to it. The typical park playground is of more service to people who live within walking distance than it is to someone living across town. Therefore, service is dependent upon proximity and access.

**Comfort and Convenience** – The service provided by a component, such as a playground, is increased by having amenities such as shade, seating, and a restroom nearby. Comfort and convenience enhance the experience of using a component and encourages people to use an element. Easy access and the availability of drinking fountains, bike rack, or nearby parking are examples of conveniences that enhance the service provided by a component.

**Design and Ambiance** – Simple observation proves that places that "feel" right, attract people. A sense of safety and security, as well as pleasant surroundings, attractive views, and a sense of place impact ambiance. A well-designed park is preferable to a poorly designed one, and this enhances the service provided by the components within it.

The GRASP[®] methodology records a geographic location of components as well as the capacity and the quantity of each element. Also, it uses comfort, convenience, and ambiance as characteristics that are part of the context and setting of a component. They are not characteristics of the element itself, but when they exist in proximity to a component, they enhance the value of the component.

By combining and analyzing the composite values of each component, it is possible to measure the service provided by a Parks and Recreation system from a variety of Perspectives and for any given location. Typically, this begins with a decision on **"relevant components"** for the analysis, collection of an accurate inventory of those components, analysis. Maps and tables represent the results of the GRASP[®] analysis.

# **G. Making Justifiable Decisions**

GRASP[®] stores all data generated from the GRASP[®] evaluation in an electronic database that is available and owned by the agency for use in a variety of ways. The database tracks facilities and programs and can be used to schedule services, maintenance, and the replacement of components. In addition to determining LOS, it is useful in projecting long-term capital and life-cycle cost needs. All portions of the information are in available standard software and can be produced in a variety of ways for future planning or sharing with the public.

It is important to note that the GRASP® methodology provides not only accurate LOS and facility inventory information, but also integrates with other tools to help agencies make decisions. It is relatively easy to maintain, update, and creates an easily understood graphic depiction of issues. Combined with a needs assessment, public and staff involvement, program, and financial assessment, GRASP® allows an agency to defensibly make recommendations on priorities for ongoing resource allocations along with capital and operational funding.

# H. Addressing Low-Scoring Components

Components whose functionality ranks below expectations are identified and scored with a "one." Find a list of these as extracted from the inventory dataset below. When raising the score of a component through improvement or replacement, the Level of Service is raised as well. The following is an outline strategy for addressing the repair/refurbishment/replacement or re-purposing of low-functioning components.

- I. Determine why the component is functioning below expectations.
  - Was it poorly conceived in the first place?
  - Is it something that was not needed?
  - Is it the wrong size, type, or configuration?
  - Is it poorly placed, or located in a way that conflicts with other activities or detracts from its use?
  - Have the needs changed in a way that the component is now outdated, obsolete, or no longer needed?
  - Has it been damaged?
  - Has the maintenance of the component been deferred or neglected to the point where it no longer functions as intended?
  - Do components score low because they are not available to the public in a way that meets expectations?
  - Is the component old, outdated, or otherwise dysfunctional, but has historical or sentimental value? An example would be an old structure in a park, such as a stone barbecue grill, or other artifacts that are not restorable to its original purpose, but which have historical value.
- II. Depending on the answers from the first step, select a strategy for addressing the low-functioning component:
  - If the need for that type of component in its current location still exists, then the component should be repaired or replaced to match its original condition as much as possible.
    - Examples of this would be many of the existing shelters that need shingles or roof repairs. Other examples could be playgrounds with old, damaged, or outdated equipment, or courts with poor surfacing or missing nets.
  - If the need for that type of component has changed to the point where the original one is no longer suitable, then it should be replaced with a new one that fits the current needs.
  - If a component is poorly located or poorly designed to start with, consider relocating, redesigning, or otherwise modifying it.
  - Remove a component because of changing demands, unless it can be maintained in good condition without excessive expense or has historical or sentimental value. Inline hockey rinks may fall into this category. If a rink has been allowed to deteriorate because the community has no desire for inline hockey, then maybe it should be repurposed into some other use.

- III. It is possible that through ongoing public input and as needs and trends evolve, there is the identification of new demands for existing parks. If there is no room in an existing park for the requests, the decision may include removal or re-purpose a current component, even if it is quite functional.
  - As the popularity of tennis declined and demand for courts dropped off in some communities over recent decades, perfectly good courts became skate parks or inline rinks. In most cases, this was an interim use, intended to satisfy a short-term need until a decision to either construct a permanent facility or let the fad fade. The need for inline rinks now seems to have diminished. In contrast, temporary skate parks on tennis courts are now permanent locations of their own. They become more elaborate facilities as skateboarding, and other wheel sports have grown in popularity and permanence.
  - One community repurposed a ball diamond into a dog park. The ball diamond is well-suited for use as a dog park because it is already fenced, and the combination of the skinned infield where the dogs enter and natural grass in the outfield where traffic disperses is ideal. In time this facility either becomes a permanent facility or is constructed elsewhere. Or, it could turn out that dog parks fade in popularity like inline hockey rinks, and are replaced with some other facility that dog owners prefer even more than the current dog park model. Meanwhile, the use of the ball diamond for this purpose is an excellent interim solution.

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Table 28: Outdoor Low Scoring Components

Location	Component	Qty	GRASP® Score	Comments
Apolinar Sangalang	Diamond Field	1	1	Drainage issues in infield.
Apolinar Sangalang	Rectangular Field, Multiple	1	1	Some wear patches in turf
Apolinar Sangalang	Playground, Local	1	1	Faded equipment with burns in slide. Poured
Apolinar Sangalang	Open Turf	1	1	Turfissues
Libby Park	Open Turf	1	1	Some wear patches in turf
Libby Park	Fitness Course	1	1	Minimal equipment
Libby Park	Playground, Local	1	1	Small equipment on poured in place surfacing
Michael Vega Park	Picnic Ground	1	1	Tables don't meet system standard. On engin
Milestone Manor Park	Loop Walk	1	1	Dirt path with irregularities. Needs refurbish
River Park North	Picnic Ground	1	1	6 tables. Under developed.
The Green	Playground, Local	1	1	Very minimal
The Green	Open Turf	1	1	Low turf quality
The Green	Picnic Ground	1	1	Four tables with bbqs and trash cans.
The Green	Shelter, Small	1	1	Non-standard shelter.
Valverde Park	Diamond Field	2	1	Outfield turf problems. No outfield fencing.
Valverde Park	Aquatics, Spray Pad	1	1	Minimal
Woodfield Park	Open Turf	1	1	Storm water basin. Inconsistent turf condition

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# Table 29: Outdoor Low Outdoor Modifiers

Park or Location	Design & Ambiance	Drinking Fountains	Seating	BBQ Grills	Dog Stations	Security Lighting	Bike Racks	Restrooms	Shade & Shade Trees	Trail Connections	Park Access	Parking	Seasonal Plantings	Ornamental Planting	Picnic Tables
Apolinar Sangalang	2	2	2	2	2	2	2	2	2	0	2	0	0	2	2
Armstrong Park	2	2	2	0	2	0	0	0	0	0	2	0	0	2	2
Basin Park	2	2	2	2	2	0	0	0	0	0	2	0	0	2	2
Crescent Park	2	2	2	2	2	2	2	0	0	0	2	0	0	2	2
Crystal Cove Park	2	2	2	0	2	0	2	0	0	0	2	0	2	2	2
Generations Center	2	2	2	0	0	2	2	2	2	0	2	2	2	2	2
Lathrop Skate Park	1	1	2	0	0	0	0	0	0	0	2	1	0	0	2
Libby Park	2	0	2	2	2	2	0	0	2	0	2	0	0	2	2
Michael Vega Park	3	2	2	2	2	2	2	0	0	0	2	0	2	3	1
Milestone Manor Park	1	0	2	2	2	0	0	0	2	0	2	0	0	2	1
Mossdale Commons	2	2	2	0	2	0	0	0	2	0	1	0	0	2	2
Mossdale Landing Community Park	2	2	2	2	2	2	2	2	2	2	2	2	0	2	2
Park West	2	2	2	2	2	2	2	2	0	0	2	0	2	2	2
Reflections Park	2	0	2	2	2	0	2	0	0	0	2	0	0	2	1
River Park North	1	0	0	2	0	0	2	0	0	2	2	0	0	2	2
River Park South	2	2	2	2	2	0	2	2	2	2	2	0	0	2	2
Somerston Park	2	2	2	0	2	0	0	0	0	0	2	0	0	2	2
Leland & Jane Stanford Park	2	2	2	0	0	2	2	2	2	0	2	2	0	2	2
Summer House Park	2	2	2	2	2	0	0	0	1	0	2	0	2	3	2
The Green	1	2	2	2	2	0	0	0	2	0	2	0	0	2	1
Thomsen Park	1	0	0	0	2	2	0	0	0	0	2	0	0	2	2
Tidewater Park	2	2	2	2	2	2	2	0	0	0	2	2	2	2	2
Valverde Park	2	2	2	2	2	2	2	2	2	0	2	2	2	2	2
William S. Moss Park	2	2	2	0	0	2	2	2	2	0	2	0	0	2	2
Woodfield Park	2	2	2	2	2	2	0	2	2	0	2	0	0	2	2

# Low Scoring Outdoor Modifiers

In scoring inventory locations, basic site amenities, called modifiers, were evaluated. Modifiers are things that support users during their visit, such as design and ambiance, drinking fountains, seating, BBQ grills, security lighting, bike racks, restrooms, shade, access, and parking among others. These elements help inform overall GRASP[®] scoring. Modifiers that do not meet expectations receive lower scores. See below for a list of low scoring modifiers.

Red highlighted modifiers scored low. Modifiers, in yellow that was not present at the time of site visits, scored a zero. These scores do not imply that all parks and facilities should have all modifiers but instead that the presence of modifiers positively impacts the user experience.

There were no low visits.

There were no low scoring indoor components identified during the site

#### **Table 30: Indoor Low Scoring Components**

Location or Facility	Map ID	Component	Quantity	GRASP* Sc	ore Comments
Lathrop Community Center	02	Multi-purpose Room	1	1	Small class room
Lathrop Senior Center	10	Weight/cardio Equipment	1	1	Tiny side-room with two machines.

# Low Scoring Indoor Modifiers

Modifiers, in yellow that was not present at the time of site visits, scored a zero. These scores do not imply that all indoor facilities should have all modifiers but instead that the presence of modifiers positively impacts the user experience.

#### **Table 31: Low Scoring Indoor Modifiers**

Location or Facility	Design & Ambiance	Site Access	Aesthetics	Entry	Entry Aesthetics	Building Condition	Entry Desk	Office Space	Overall Storage	Restrooms	Locker Rooms
Lathrop Community Center	1	2	2	1	1	2	2	1	2	2	0
Lathrop Senior Center	1	2	1	1	1	1	2	1	2	2	0
Lathrop Generations Center	2	2	2	2	2	2	2	1	2	2	0

Further system-wide considerations and recommendations:

- Consider the "Acres of Park Land per 1,000 Residents" table when adding land to an existing park or new park locations.
  - 55 acres of developed parkland (Note there are currently 101 acres of undeveloped parkland in the inventory)
- Consider the "Capacities Analysis" and NRPA Park Metrics comparison table when adding new
  components at an existing park or new park locations. This table showed the possible need for the
  following in the next five years based on population projections:
  - Aquatics, Spray Pad (1)
  - Basketball court (5) and practice basketball (2)
  - Batting Cage (1)
  - Concessions (2)
  - Diamond fields (6) and diamond practice field (1)
  - Dog park (1)
  - Educational experience (1)
  - Event space (1)
  - Fitness course (3)
  - Game court (2)
  - Community garden (1)
  - Horseshoe court (2)
  - Loop walk (4)
  - Open turf (9)
  - Picnic ground (5)
  - Playgrounds (9)
  - Large shelter (3) and small shelter (4)

- Tennis court (1*to 6#)
- Volleyball court (1 to 5#)
- Water access (2)

Notes: *Number needed to match the NRPA median for similar size agencies. #Required to meet condition 116 standards. And the number needed to maintain current LOS based on population projection

# Agency or system-wide considerations

- Develop trails GIS data and consider a trails or multi-modal transportation plan to improve trails access throughout the City.
- Consider refresh or upgrade of the parks in historic Lathrop.

Park or location-specific considerations

- Apolinar Sangalang Park
  - Manage drainage issues at the diamond field infield
  - Repair patches in turf
  - Consider playground equipment and repairing burn holes in the slide
  - Determine and implement standards for shade structures and tables
- Crescent Park
  - Consider shade opportunities and BBQs
  - Fill volleyball court with better quality sand
- Crystal Cove Park
  - Consider shade structures
- Add covers to dugouts
  - Consider outfield fencing to protect players at the lake edge

## Lathrop Skate Park

- Formalize parking
- Consider a shade structure
- Consider a drinking fountain, dog station, lighting, restrooms, bike rack
- Libby Park
  - Develop fitness equipment
  - Add drinking fountain
- Milestone Manor Park
  - Resurface and level path throughout
  - Implement standards for tables and benches
  - Manage ornamental plantings
- Mossdale Landing Community Park
  - Consider permanent outfield fencing
  - Determine and implement standards for shade structures and tables

- Park West
  - Consider shade structures
  - Repair basketball court surfacing
- Proposed Stanford Crossing Community Sports Park
  - Access road could be directed to the west edge of designated parkland along the levee to provide as much usable park space as possible.
  - Consider lighted fields
  - Possible synthetic field location to extend the sports season into winter months
- Reflections Park
  - Consider fencing along rivers edge to prevent volleyballs from going into the lake
- River Park North
  - Develop a park
  - Consider a dog park
  - Consider Educational kiosks in regards to the River surrounding natural habitat
  - Remove turf and place drought tolerant plants
  - Create an educational River Habitat location
  - Improve access to river
  - Create trail access
  - Add ornamental plantings and amenities
- The Green
  - Improve playground
  - Solve irrigation issues
  - Add ornamental plantings
- Tidewater Park
  - Fill playground with EWF or consider changing to poured in place surfacing
- Valverde Park
  - Raise horseshoes to park standard
  - Fix turf problems
  - Consider outfield fencing
- Woodfield Park
  - Manage turf condition
  - Improve handicap parking arrangement

# H. Level of Service Improvements

# ADDRESSING LOWER AND NO SERVICE AREAS

One way of using the GRASP® Perspectives is to consider prioritization of identified gap areas. For example, in the walkable access analysis, several areas with low or no service were identified. Further analyses of these areas can help when prioritizing future improvements or recreation opportunities. Prioritization of improvements may consider multiple factors, including providing maximum impact to the highest number of residents. Social equity factors, such as average household income, could also influence priorities.

## COMPONENT INVENTORY AND ASSESSMENT

Maintaining and improving existing facilities typically ranks very high in public input. Existing features that fall short of expectations should be improved to address this concern. Features have been assessed based on condition and functionality in the inventory phase of this plan. Identify and address those with low scores as explained below. The assessment should be updated regularly to assure the upgrade or improvements of components as they are affected by wear and tear over time.

## ADDRESSING LOW-SCORING COMPONENTS

Low scoring components were addressed previously in Section D.

# **BOOSTER COMPONENTS**

Another way to enhance the Level of Service is through the addition of **booster components** at specific park sites or recreation facilities. These are most effective in low-service areas where parks exist that have space for additional components.

# **HIGH DEMAND COMPONENTS**

The statistically-valid survey asks respondents to rank facilities by importance based on those they felt the City needed to add or improve. Consider these **high demand components** when adding new components to the system.

The highest priority for added, expanded, or improved outdoor activities listed by survey respondents are:

- 1. Adding trails or making trail and pathway connections
- 2. Indoor Facilities

Many of these needs may be addressed by upgrading facilities, retrofitting lesser used assets, and by adding components that could serve as future program opportunities:

## TRENDS IN PARKS AND RECREATION

Trends to consider when deciding what to do with low-functioning facilities, or improving existing parks to serve the needs of residents, include things like:

- Dog parks continue to grow in popularity and may be related to an aging demographic in America, with more "empty-nesters" transferring the attention they once gave to their children, to their pets. It is also an essential form of socializing for people who may have once socialized with other parents in their child's soccer league, and now that the kids are grown, they are enjoying the company of other dog owners at the dog park. And for singles, a dog park is an excellent place to meet people.
- Skateboarding and other wheel sports continue to grow in popularity. Making neighborhood parks skateable and distributing skating features throughout the community provides greater access to this activity for younger people who cannot drive to a more extensive centralized skate park.
- A desire for locally-grown food and concerns about health, sustainability, and other issues is leading to the development of community food gardens in parks and other public spaces.
- Events in parks, from a neighborhood "movie in the park" to large festivals in regional parks, are
  growing in popularity to build a sense of community and generate revenues. Providing spaces for
  these could become a trend.
- Spraygrounds are growing in popularity, even in colder climates. An extensive and growing selection of products for these is raising the bar on expectations and offering new possibilities for creative facilities.
- New types of playgrounds are emerging, including discovery play, nature play, adventure play, and even inter-generational play. Some of these rely upon movable parts, supervised play areas, and other variations that are different from the standard fixed "post and platform" playgrounds found in the typical park across America. These types of nature-based opportunities help connect children and families to the outdoors.
- Integrating nature into parks by creating natural areas is a trend for many reasons. These include a desire to make parks more sustainable and introduce people of all ages to the natural environment.

It is vital to take bicycles and public transportation users into account as well as pedestrians. The concept of "complete streets" refers to a built environment that serves various types of users of varying ages and abilities. Many associations and organizations guide on best practices in developing walkable and bikeable complete streets infrastructure. One such entity, the Association of Pedestrian and Bicycle Professionals (APBP, <u>www.apbp.org</u>) actively promotes complete streets in cities around the country. Another such organization, the National Association of City Transportation Officials (NACTO, <u>www.nacto.org</u>), recently released the NACTO Urban Street Design Guide, which provides a full understanding of complete streets based on successful strategies employed in various North American cities. This most comprehensive reference on the topic is a valuable resource for all stakeholders involved in city planning. It proves to be a critical reference in building the cities of tomorrow.

#### More information is provided in Appendix D.

The infrastructure available to get people to and from destinations is increasingly vital as many people prefer a leisurely walk or bike ride to a trip in the car. Users expect easy access to parks, recreation centers, and other community resources. Employing different modes of travel to include walking and bicycling may be referred to as **recreational connectivity**.

Recreational connectivity is the ability to access a variety of recreational opportunities or amenities by multiple modes of transportation. In addition to recreational trails, this may also include city sidewalks, bicycle paths, bicycle routes, and public transit infrastructure. Of course, the scope of creating and maintaining such a network is a substantial undertaking that involves many players. Along with a community expectation for this type of user-friendly network infrastructure comes the hope that stakeholders work together in the interest of the public good. At the municipal level, this might include public works, law enforcement, private land-owners, public transit operators, and user groups, as well as the local Parks and Recreation department.

The concept of recreational connectivity is essential within the scope of Parks and Recreation planning but also has more profound implications for public health, the local economy, and public safety, among other considerations. As more people look for non-automotive alternatives, a complete network of various transportation options is in higher demand. Other elements of this infrastructure might consist of street/ railroad crossings, sidewalk landscaping, lighting, drainage, and even bike-share and car-share availability.

#### WHERE TO START?

Recognizing that trail development occurs at a variety of scales, many trails serve park users only while others are citywide or regional extent. Also, people with a destination in mind tend to take the most direct route, while recreationists tend to enjoy loop or circuit trails more than linear pathways. An exemplary trail system provides multiple opportunities for users to utilize trail segments to access different parts of the City directly or enjoy recreational circuits of various sizes. By employing park trails, city trails, and regional trails, users should ideally be able to select from several options to reach a destination or spend time recreating. Simple, early steps such as creating preferred routes and loops on city sidewalks or low traffic streets are a great place to start.

#### **CONNECTING PEOPLE TO TRAILS**

As the trail system develops, additional resources are desirable to support users. It is worthwhile to consider signage and wayfinding strategies, trailheads and access points, public trail maps, and smartphone applications as strategies to connect people to trails and affect positive user experience.

#### SIGNAGE AND WAYFINDING

Signage and wayfinding strategies enhance a system by promoting ease of use and improving access to resources. Branding is an essential aspect of adequate signage and wayfinding markers. A hierarchy of signage for different types of users assists residents and visitors as they navigate between recreation destinations. Further, a strong brand can imply investment and commitment to alternative transit, and which can positively impact city identity and open economic opportunities.

#### **TRAILHEADS AND ACCESS POINTS**

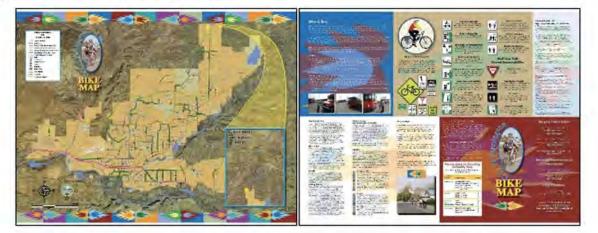
It is also vital to provide users access to trails. There are two ways to approach this. First, the development of formal trailheads to include parking, bike racks, signage, restrooms, drinking water, a trail map, and other amenities. A trailhead provides access to trails that serve a higher volume of users at destinations reached by automobile. The second approach involves providing a trail access point, usually without the extensive amenities found at a trailhead. Trail access points are appropriate in residential or commercial areas where users are more likely to walk or ride a bicycle to reach the trail. Trailheads and access points should be primary points of interest on any trails mapping.

#### MAP AND APP RESOURCES

By making trail maps, available users may enjoy trails with greater confidence and with a better understanding of distances, access points, amenities, and the system. Even with a developing trail system, such a trail map can provide valuable information to users. A great example is from the City of Farmington, NM. In this case, they created a bike map (see the following graphic) for the community, which includes various trail types to add bike paths and bike routes. In addition to showing streets with bicycle paths and safe on-street bike routes, the Farmington map also includes information about trail ownership, helpful as it displays some trails within easements or even on private land with use agreements. As the trail system evolves, this map should be updated to produce newer versions for distribution to users.

Another way of trail mapping is through web-based smartphone technologies. Maps made available on this type of platform are more dynamic for users, always on hand, and can be easily updated. Upfront investment needed for this type of resource may be cost-prohibitive at present. However, it is likely as technologies advance; these costs become more manageable in the future. It may be worth considering the development of web-based maps in long term planning decisions.

#### Figure 43: Trail and Bicycle Map Example

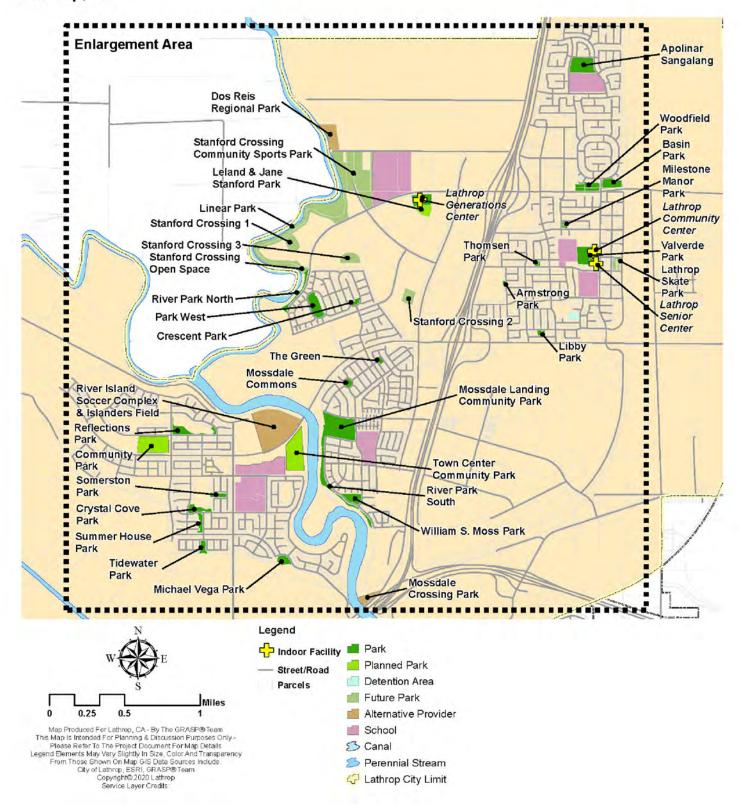


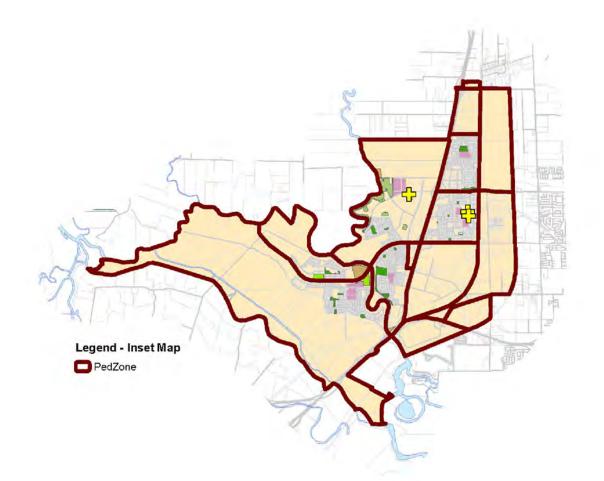
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## I. GRASP[®] Maps

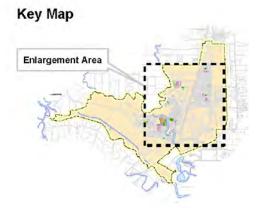
## Parks and Recreation System Map

Lathrop, CA







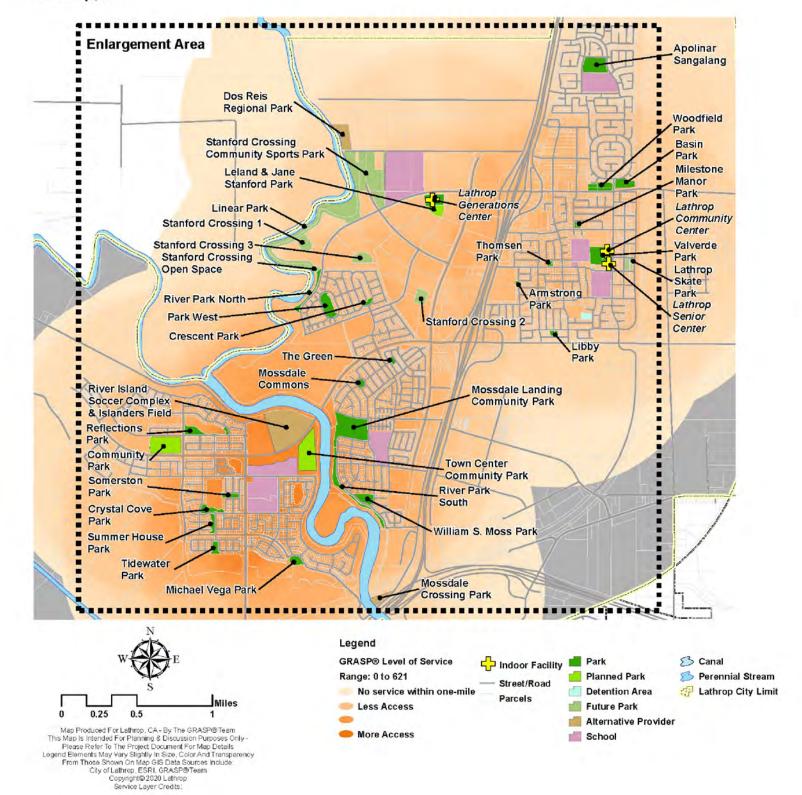


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Lathrop, CA





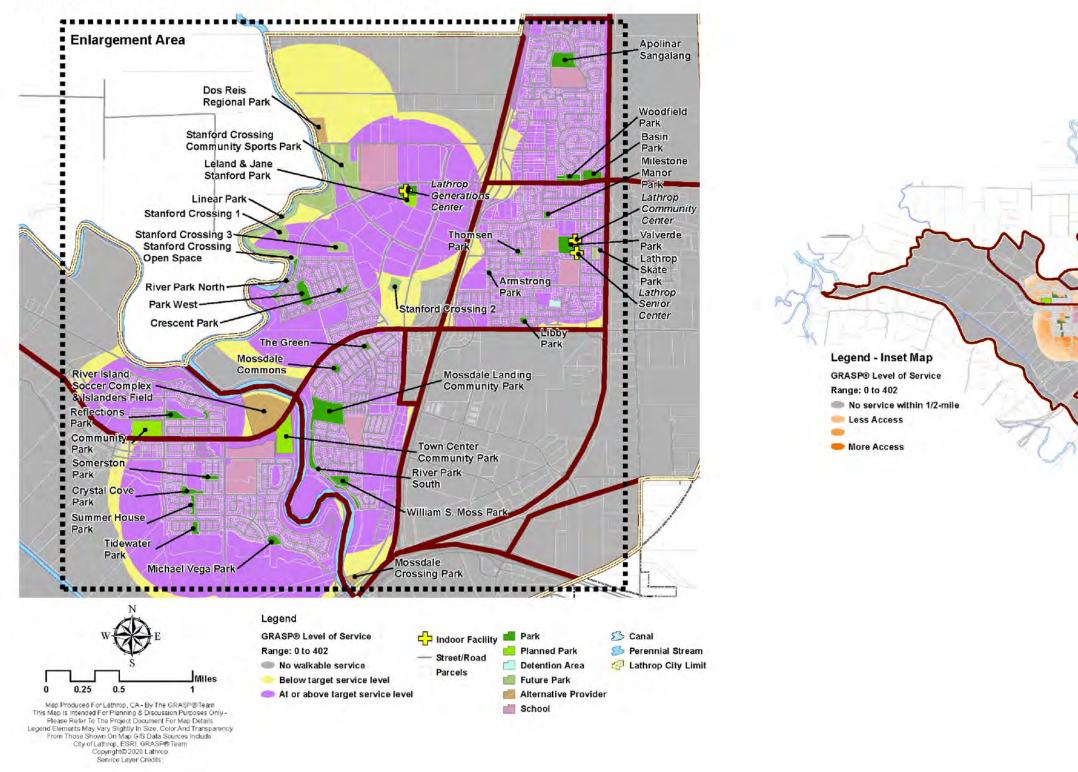




# Key Map

## Walkable Access to Outdoor Recreation Opportunities

Lathrop, CA





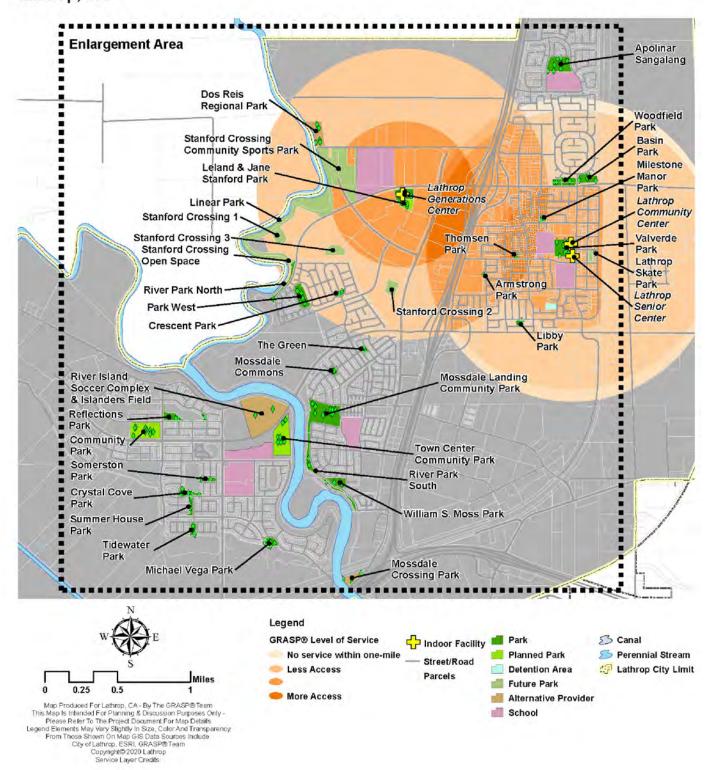


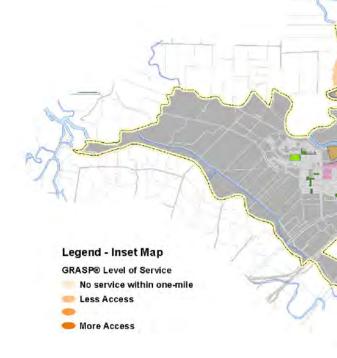


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## **Neighborhood Access to Indoor Facilities**

Lathrop, CA

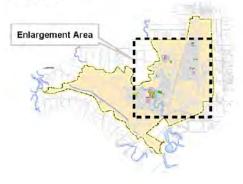








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**Appendix B: Cost Recovery Analysis** 



Resource Allocation Study April 2020

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# **Resource Allocation Study**

## Introduction

This Resource Allocation study develops a foundational philosophy and best practice model built on community values. The plan builds on existing values, and the brand statement of the City and the Parks and Recreation Department.

This study looks at how the community's funding sources are used to support the programs and services of the Parks and Recreation Department. This is represented by a subsidy level and ultimately measured by taking the tax investment and dividing it by the cost of providing a service. It is expressed as a subsidy level percentage. What is not covered by the tax investment is often referred to as *cost recovery*. The measure of cost recovery is a simple equation: Revenue generated divided by the cost of providing a service, and is represented as a percentage. This measurement is complementary to the measurement of subsidy level.

Looking at how resources are allocated provides the opportunity to meet the needs and desires of the community by supplementing the tax subsidy with other financial resources which may include fees, sponsorships and donations, and/or pursuing cost saving measures including partnerships and collaborations. Undertaking this study does not imply that the target is a reduction in the use of tax subsidy; however, a target is established according to a variety of



considerations and may range from 100% tax subsidy to 0% tax subsidy to support a particular type of service.

Establishing a well-crafted philosophy for resource allocation is the foundation for developing strong, sustainable financial management strategies. A solid philosophy will allow staff to:

- Recognize where subsidy is being applied, and determine if it is at an appropriate level;
- Justify a pricing structure, including fees for existing and new services; and
- Evaluate service delivery mechanisms; all to maximize services to the public while assuring equity in service delivery.

The approach to the Pyramid Methodology for Subsidy and Resource Allocation, is an industry best practice tool, to ensure realistic fees and charges. This allows for operational efficiency and is easy to explain to the public.

#### Statement of Philosophy

The City of Lathrop Parks and Recreation Department is dedicated to people, parks and programs while making Lathrop a great place to live, work and play.

We live by our brand statement WE C.A.R.E. (Creating Active Recreation Experiences), all while providing exceptional customer service. As the city continues to grow and facilities age, the Department must be prepared to maintain this high level of service and develop a financial system to continue this community investment.



The Department offers a variety of programs which benefit the residents and visitors of Lathrop. While the community as a whole will benefit from this programming, different levels of community investment are appropriate based on level of benefit. The goal of this study is to create a balance between user fees and taxpayer investment for our programs, services, and facilities, ensuring that all citizens have equal access and choice in participation.

#### Objectives

This resources allocation study establishes a comprehensive long-term strategy to address current and future needs of the Lathrop community. The objectives are:

#### Equity

Those who benefit from the service should pay for it. Those who benefit the most should pay the most.

#### Value

Provide the customer with a benefit in relation to, or exceeding the relative monetary worth.

#### **Revenue Production**

Producing revenue assists in the overall operations of the Department. It provides flexibility to offer programs which may not otherwise be possible if they are not funded through tax dollars.

#### Efficiency

Expenditures are made with the most efficient use of our resources, so the right mix of programs, facilities and events are offered. Priorities are made to enhance the customer's experience.

#### **Revenue Distribution**

Revenues are distributed to the Division providing expenditures. This pays for direct costs, indirect costs and in some situations, future improvement and/or equipment replacement.

#### Assistance

Not all customers have the same ability to pay and opportunities must exist to waive, reduce, or provide assistance opportunities when appropriate.

#### **Core Services**

Core services are those which are central and vital to fulfilling the Department's mission. The Department has identified the following core services:

Access to recreation and cultural experiences for all ages, abilities, and demographics

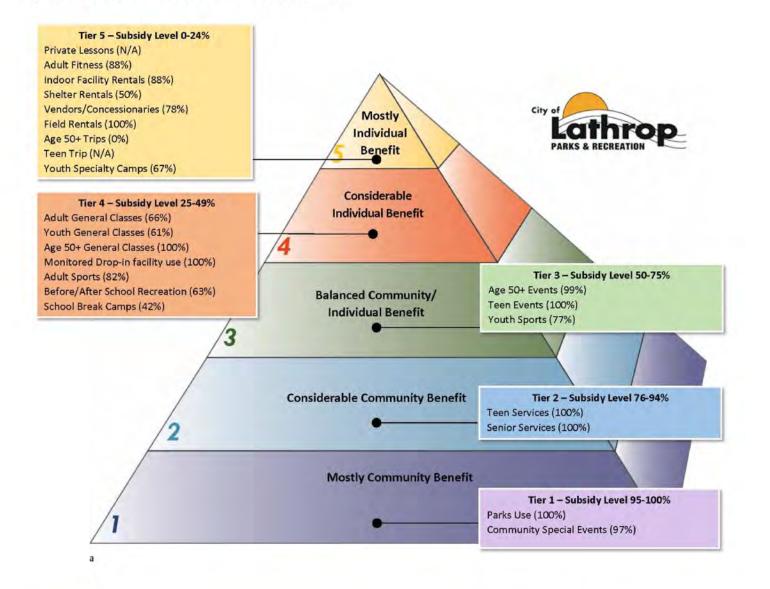
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- Existing facilities remain open, programmed, and maintained
- Existing parks are maintained and available for community use
- Youth beginning skill development
- Community problem solving
- Community wellness and fitness
- Safe and healthy community
- Access to information
- Literacy
- Parks and facility development
- Preservation of natural resources/open space

# The Lathrop Parks and Recreation Department Subsidy and Resource Allocation Pyramid Model

**Figure 1** is the Lathrop model. Through the use of the Pyramid framework, the model is populated with Categories of Services that make up the service portfolio of the Department. Categories are then placed on Tier levels according to the perceived balance of community and individual benefit. Actual subsidy levels for each category of service based on FY 2018 are reported on the model as well as target subsidy levels that have been determined through the study.

#### Figure 1: Lathrop Resource Allocation Pyramid Model



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## Recommendations

The main purpose of this endeavor has been to create a fair, equitable, and transparent approach for establishing and adjusting fees and charges. However, it should be noted that adjusting fees is only one mechanism for meeting target subsidy levels, along with using other funding sources (sponsorships, donations, grants, etc.), and creating cost efficiencies. The recommendations will act as the implementation catalyst and internal work plan, and are intended to guide goals, objectives, and decision-making, while creating service sustainability for the Department.

Some recommendations are scheduled to occur soon, and others will take time to put into place, while some will be implemented incrementally. Sensitivity to fee tolerance levels must be considered as fee adjustments are made.

#### 1. Tier 1 of the model is expected to be supported through tax funding

Tier 1 houses services such as non-monitored parks use. This Tier also includes the Department's Community Special Events. These are seen as services that are of great benefit to the entire community.

2. Tiers 2 through 4 will experience decreasing levels of tax subsidy support.

Tiers 2 through 4 house services that require supervision, instruction, or other attention, and serve subsets of the community. Each ascending Tier level increases focus on the individual or group receiving the service and subsidy level targets decrease with each level. Examples of services in these tiers include Teen Services (Tier 2), Youth Sports (Tier 3), and School Break Camps (Tier 4).

#### 3. Tier 5 is not intended to be supported through tax funding

Tier 5 houses services that are ancillary to the mission of the Department with services such as private lessons, vending and concessions, rentals, and adult fitness classes. Often fees for this Tier are market-based.

Recommendations have been developed and grouped into the following themes:

- A. Resource Allocation Framework
- B. Administrative Strategies
- C. Revenue Generation Strategies
- D. Cost Savings and Cost Avoidance Strategies
- E. Tier Specific Strategies
- F. Planning for the Future Evaluation and Performance Measures

	A. Resource Allocation Framework
A1	Permit all Parks and Recreation fees for programs, facility usage, services, and other activitie to be established by the Director of the Department. Fee assessments will be based or principles of this Resource Allocation study.
A2	Recognize the Lathrop Parks and Recreation Resource Allocation Pyramid as the fundamenta component of the Resource Allocation philosophy.
A3	Set initial pricing for programs and services at a fee level that considers subsidy level target and market rates and is reasonable for most participants. Provide (activity fee assistance funding for those who truly need it.
	B. Administrative Strategies
B1	Further define all "direct costs" for programs and services and continue to expand cost accounting functions to establish cost recovery levels
B3	Focus the use of General Fund Subsidy on those activities, primarily found in Tier 1 and Tier of the Pyramid Model, that provide mostly community benefit to the taxpayers of the City Support tiers 3 to 5 with General Fund dollars as appropriate and determined by the established subsidy level targets.
	C. Revenue Generation Strategies
C1	Explore alternative funding sources that have been identified through the 2020 Departmen Master Plan that are practical and strategically align with the Department's brand includin potential partnerships.
	D. Cost Savings and Cost Avoidance Strategies
D1	Continue to maintain current capital and maintenance management plans, appropriatel budgeting for ongoing operating expenses, component lifecycle expectancy and establishe replacement schedules to avoid deferring expenses that will multiply in the long run.
	E. Planning for the Future - Evaluation and Performance Measures
E1	Review the performance toward subsidy level goals on an annual basis.
E2	Conduct cost benefit analysis of programs by evaluating participation, waiting lists cancellation rates, and rate of repeat customers.
E3	Continue to provide ongoing opportunities for community input through a variety of outreach efforts and keeping the input process current and reflective of changing demographics interests, and economic conditions.
E4	Continue collaborations and discussions with other agencies including state and regional agencies, neighboring municipalities, and non-profits, to collectively meet identified needs.

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## How We Got Here - A Philosophy, a Model, and a Policy The Pyramid Methodology

The Pyramid Methodology used in the development of the Model is built on a foundation of understanding who is benefiting from Parks and Recreation services to determine how the costs for service should be funded. A full description of the pyramid model is found in *Appendix A*.

The Model illustrates a pricing philosophy based on establishing fees commensurate with a target subsidy level based on the benefit received. Descriptions regarding each level of the pyramid are provided; however, the Model is intended as a discussion point and is dependent on agency philosophies to determine what programs and services belong on each level. Cultural, regional, geographical, and resource differences play a large role in this determination. The resulting pyramid is unique to each agency that applies this methodology.

## **Project Approach and Methodology**

In order to identify key issues and develop recommendations, staff reviewed existing policy, guidelines, and practices; became familiar with the Pyramid Methodology; and explored the best practices. Staff identified typical and measurable costs associated with providing programs and services, defined categories of programs and services, and participated in sorting workshops to place categories of services on appropriate pyramid tiers. Ultimately, Staff measured current subsidy levels and used them to determine appropriate target levels.

The project commenced in November of 2019; included three workshops with the community during the winter and concluded with final recommendations in April. The Department performed a hands-on exercise to understand which programs and services are considered to have mostly community benefits, which ones have mostly individual benefits, and which ones have a balance of benefits in between. It also allowed community participants to better understand their fellow participants' perspectives. Using FY 2018 actuals, tax subsidy was then measured for all services in order to set targets for the future.

## A Best Practice Tool

Having a Subsidy and Resource Allocation Philosophy, Model, and Policy assists in answering challenging questions such as:

- Are our programs priced fairly and equitably?
- Are we using funding in a responsible manner?
- Is there a methodology for the distribution of the tax investment?
- Does the way we charge for services (facilities, programs, etc.) support our values, vision, and mission?

This comprehensive effort and approach to providing services is undertaken to introduce and implement strong "best practice" business tools to the Department. Parks and Recreation services are varied and make up many smaller "businesses" that each have their unique place in the market and appeal to the population in myriad ways. The overall goal of this plan is to initiate and sustain practices and examine policy and rules affecting overall desired outcomes of a healthy and vibrant community.

#### **RESOURCE ALLOCATION STUDY**

Although fee adjustments are possible, the goal is not to simply generate new revenues through fees, but to ensure a sustainable system into the future by using tax revenues, supplemented by fees; and in the most appropriate ways. Taxes typically supports "core services," whereas fees and charges usually account for activities and services that benefit individuals. This practice allows the agency to allocate its resources wisely and provide valuable information for decision-making and setting priorities for improvements to the system as well as look at expenses and ways operations can be made more effective and efficient.

## A Common Language

In order to come to consensus around philosophy and policy, a common language must be spoken. Terminology used in this study are identified here.

**Cost** - Refers to what it takes from a monetary standpoint to produce a service. There are different types of costs:



**Resource allocation** - Refers to how subsidy and alternative sources of funding are used to support service offerings.

- Subsidy refers to the tax dollars appropriated to provide Parks and Recreation services to the community.
- Alternative sources of funding may include things such as fees, grants, donations, sponsorships and partnership contributions.
- Service offerings is a catch-all term meant to includes all programs, activities and services of the agency.



**Level of subsidy** -The extent to which a service offering is supported by subsidy. This is expressed as a percent of the overall cost of the service offering. For example, if \$300 in subsidy (tax appropriation) is used to support an offering that costs \$1000 to produce, it is determined to have a 30% level of subsidy. The remainder of the cost (\$700) therefore must be covered by alternative sources of funding. This is commonly expressed as a **level of cost recovery**, in this case a 70% level of cost recovery.

#### A Sustainable System

"Sustainability" is a very popular and perhaps overused word. Often, the users have in mind only one of the three basic elements of sustainability –

- Financial or Economic
- Environmental
- Social or Recreational

making it a challenge to come to any kind of consensus when others may be focusing on one of the other elements. In order to manage



the system of Parks and Recreation, all elements of sustainability must be balanced. The financial resources must be adequate to maintain the system into the future, the environment we love so dearly cannot be "loved to death," and the people must be allowed appropriate use of the system to properly connect to and understand the value represented, creating stewardship while promoting the other benefits of physical activity and mental/emotional engagement. When all three are attended to, a dynamic, yet sustainable, system is possible.

#### **RESOURCE ALLOCATION STUDY**

#### **Core Services**

Core services satisfy an agency's mission and vision, typically benefiting all community members. It is not necessary that an individual participate in a specific recreational or cultural activity, or even step into a park setting to receive benefit. Having a nice park and trail system with trees, open space, and recreational amenities available in the community adds to home values and a quality living environment. Core services also provide opportunity for partaking in activity, contribute to clean air, and provide relief from urban density. To achieve these and other outcomes, an agency invests its tax dollars in these core services.

#### Supplementing Taxes with Fees

Parks and Recreation services provide value to the community in terms of economic, environmental, and social benefits. Tax dollars support these "core services." Beyond those benefits realized by all residents, the agency is also able to provide specific activities and services that benefit individuals. There are not adequate tax dollars to completely support this level of activity, and it is appropriate and common to charge at least minimally for these services. For example, if an individual takes a swimming lesson or participates in a senior trip, there are certain levels of skill building, social engagement, or entertainment that accrue to that person, but it can still be argued there is a benefit to the community as a whole by teaching people safety around water, and through the social capital and health gained by keeping seniors active and in touch. The level of individual fee. Other opportunities, such as the rental of a space for a private party, warrant a fee to cover the entire cost of providing that space.

#### Determining the Cost of a Program or Activity

Dollars spent will be accounted for specifically by programs and services offered. "Direct" costs include easily tracked expenses such as the cost of an instructor, including benefits, supplies needed, equipment rented, etc. "Indirect" costs within the Department are shared among several programs or services within a division have not been allocated to specific programs.

Once you determine your target for use of tax subsidy to support an activity or service, the remainder of the cost would be "cost recovered" through other revenue sources. Does "cost recovery" mean you need to cover all of the costs of a program or activity through fees? No – in most cases where fees are appropriate, cost recovery will be used to recover a portion of (or



all) the "direct" cost. In some cases where the individual benefit is very high, the cost recovery will be used to cover more than the direct cost. Cost recovery can also be accomplished through other forms of revenue such as grants, donations, sponsorships, etc.

#### Taking Care of Those who Cannot Afford to Pay a Full Fee

Options are always available for those with economic need. Lathrop makes provisions through an Activity Fee Assistance Fund. The City of Lathrop receives funding for the Activity Fee Assistance Fund from various revenue sources including the Community Development Block Grant (CDBG) Program. The U.S. Department of Housing and Urban Development (HUD) administers this program and monitors the City as to head of household, income, and ethnicity of program service recipients. It is not a sustainable practice to keep fees artificially low in order to ensure that all can afford to pay.

The Department offers eligible families a designated assistance fund per child per fiscal year as long as funds are available. The Activity Fee Assistance Fund is granted to pay 50 percent of program fees to help meet this need.

# Lathrop Parks and Recreation Pyramid Model Results

## A Consensus Pyramid

A consensus pyramid was created with each Category of Service placed in the appropriate tier of the pyramid based on the benefits filter and other filters. All Categories of Service with a full description and listing of programs and services within can be found in Appendix B. Current cost recovery percentages were calculated based on a more specific and consistent definition of direct and indirect costs identified during this process.

## **Direct and Indirect Cost Definition**

No measurement of subsidy level or cost recovery is possible without a clear definition of what is being counted as "cost." For the study, the definitions include direct and indirect costs of programs and services.

#### **PROGRAMS and SERVICES - DIRECT COSTS**

This includes all the specific and identifiable expenses (fixed and variable) associated with providing a service or program. These expenses would not exist without the program or service and often increase exponentially.

- Applicable portion of full-time, part-time, and seasonal staff (percentage directly related to program delivery) and corresponding benefits
- Contractual services for coaches, officials, instructors, security, etc.
- Program specific licensing agreements like Motion Pictures, etc.
- Program specific consumable equipment and supplies like ping pong balls, camp supplies, art supplies provided by instructor or agency
- Uniforms, tee shirts, and awards for participants and staff
- Non-consumable equipment purchased only for the program that require periodic or continual replacement or are necessary for the start of the program like yoga mats, blocks, bouncy balls, basketballs, free weights, racquets and goggles
- Training specifically for the program or service such as a lifeguard certification
- Transportation costs like van driver and mileage, parking, tolls, detailing, or rental of busses, etc.
- · Field trip entry fees, tickets, admissions for participants and leaders/instructors
- Association fees related to specific activities such as USSSA and TAAF
- Rental fees for facilities, spaces, janitors, charge backs, etc.
- Marketing/promotion/printing/distribution/fliers/etc., associated directly for programs (nonmarketing staff who does some direct marketing)
- Repair or maintenance of program or service specific equipment
- Software fees associated with a specific program or service
- Any other costs associated or attributed specifically with the program or service

#### **PROGRAMS and SERVICES - INDIRECT COSTS**

This includes expenses (fixed and variable) associated with providing a service or program, but are shared expenses among programs and services. (Cannot be tied specifically to one program.)

- Full-time, part-time, and seasonal employees that primarily perform administrative duties for the department such as Director, Superintendent, etc.
- Other full-time, part-time, and seasonal employees that perform some support services for the department such as working on strategic planning initiatives (percentage directly related to support services)
- Utilities for the facility such as water, electric, and solid waste
- Commercial and self-insurance charges
- Other overhead costs as deemed appropriate
- Outside contractual services related to the facility such as janitorial services and pest control
- Facility specific Licensing Agreements like ASCAP
- Uniforms for facility staff and staff keys
- Non-consumable equipment purchased only for the facility or space that require periodic, continual replacement or are necessary for the operation of the facility such as capital replacement items
- Building alarm monitoring
- Safety equipment and supplies such as fire extinguishers, AEDs, and first aid
- Any other costs associated or attributed specifically with the facility
- Professional memberships and training, such as CPRS, NRPA and CPRP, as well as approved travel expenses related to maintaining these memberships and/or obtaining professional development
- Required training such as CPR, First Aid and defensive driving
- Employment recruitment advertisements
- Office furniture
- Vehicles used for administration and mileage reimbursement.
- General consumable equipment, office supplies and maintenance supplies like paper, toner, toilet paper, mops, cleaning supplies
- Repair or maintenance of department-wide equipment like copier maintenance agreement
- Various other appropriated costs

## Subsidy Level Targets

As is a typical circumstance with governmental accounting systems, it is very challenging to measure subsidy levels as expenses are not tracked at the activity level. On the other hand, revenues are accounted for in adequate detail due to registration software. For this study the Department measured programs and activities on levels of the Lathrop pyramid to provide a baseline of data for setting appropriate subsidy level targets. Using the specific definition of costs to be included in the measurement, the following target ranges are recommended:

Tier Level	Subsidy Level Target Range	
Tier 5	0-24%	
Tier 4	25-49%	
Tier 3	50-75%	
Tier 2	76-94%	
Tier 1	95-100%	

It is not intended that every category of service necessarily meets the target, but that the tier as a whole is at or below the tier target range. Targets range from 100% subsidized (or free) for those programs and services in the base level (Tier 1 *Mostly Community Benefit*) such as Non-monitored Park Use and Community Events, to 0% in the top tier (Tier 5 *Mostly Individual Benefit*) level, such as Facility Rentals and Private Lessons.

# **Establishing Fees and Charges**

## **Pricing Strategy**

Pricing of services must be done on a service-by-service basis. Pricing information is included as **Appendix C** in this document. Definition of *costs* and *fees* as discussed are provided here and followed by *Criteria for Establishing Fees and Charges* that align with pyramid levels.

The following concepts were discussed and defined over several months.

Costs are defined as:	Fees are defined as:
<b>Direct Cost:</b> Costs that are directly attributable to efforts to put on or provide a program or service. Examples are program specific supplies and marketing, rental fees for facilities, and applicable portions of full-time, part-time, and seasonal staff, as well as corresponding benefits. Cost associated	Partial Cost Fee: A fee recovering something less than the cost calculation determined through the chosen methodology. The remaining portion of the costs are subsidized. Full Cost Fee: A fee based on a traditional price-
with individual programs or services are not easily identifiable, so some reasonable assumptions may be necessary.	cost relationship; recovers the total cost of a service or program including all costs determined through the chosen methodology, enabling the break-even point to be reached. Full-cost fee is
Indirect and Department Overhead Cost: These costs are incurred by the Parks and Recreation Department and are not directly attributable to a specific program or service, but are necessary to	often used as a strategy for services perceived as "private," benefiting only users while offering no external benefits to the general community.
support the effort, and are incurred for a common objective. Examples may include applicable portion of staff and benefits charges that are shared among multiple services, gas and vehicle maintenance, insurance, fund transfer charges, and staff overtime costs.	Market Rate Fee: Fee based on demand for a service or facility. The market rate is determined by identifying all providers of an identical service (Examples: private sector providers, other municipalities, etc.), and setting the fee at the highest level that the market will bear.

## **Criteria for Establishing Fees and Charges**

Criteria is established for each level of the pyramid as indicated below. A full description of the criteria that applies to each level is found in Appendix D.

#### High or Full Tax Investment/Low or No Cost Recovery:

These criteria apply to the Mostly Community Benefit Tier (1) of the pyramid.

#### Partial Tax Investment/Partial Cost Recovery:

These criteria apply to the Considerable Community Tier (2) and Balanced Community/Individual Benefits (3) tiers of the pyramid. Keep in mind that a service does not have to meet every criterion.

#### Low Tax Investment/Substantial Cost Recovery:

These criteria apply to the Considerable Individual Benefit Tier (4) of the pyramid.

#### No Tax investment/Full Cost Recovery:

These criteria apply to the Mostly Individual Benefit Tier (5) of the pyramid.

## City of Lathrop – Fee Types

#### **Table 2: Types of Fees**

### Admission Fee

Admission fees are described as one-time (single entry) charges made to enter a facility, structure, or special program. Access is controlled and attendance is regulated. Objectives include:

1. To generate funds for the operation and maintenance

2. To produce revenue to offset the cost of program / event

#### User Fee

These fees shall be charged for use of a facility, program, or access to a controlled area to recover program costs. Objectives include:

1. To pay for or augment the operation and maintenance of a program or facility

2. To recover cost for material fees such as books, supplies, or entrance fees

3. To control use of the facility

4. To assess a portion of the costs to users who may not be taxpayers

5. To enable the Department to provide facilities or programs which might not otherwise be available

#### **Rental Deposit**

Security deposit fees are charged to secure contracted use of a facility. The objective for this fee is to secure a funding source for unanticipated repair for damages, cleanup, or extended time for rental. 100% of the Security Deposit is due at time of submitting the Facility Use Application. Security deposits are calculated in four or eight-hour time blocks. Deposits are 100% refundable and refunds are contingent upon the condition of the facilities following their rental. Rentals forfeit all deposits if a disturbance of the peace is determined. Refunds will be processed within 14 business days of the rental. It can take up to six weeks for a check to arrive.

#### **Rental Fees**

Rental fees are incurred for the privilege of exclusive use of the facility. This fee gives the user the right to enjoy the advantages of the facility, program, or equipment. Rental fees should be enough to pay the cost of operating the rental service which includes direct staff costs plus a portion of indirect costs for the replacement of the equipment utilized. These fees may also be referred to as extra fees. Objectives include:

1. To establish the benefit of exclusive use and secure use for a specific time

2. To provide for the equipment which visitors may not have supplied

Within the established rental fees, items such as security, custodial, and insurance are built into the overall price. Rental fees operate as an all-inclusive package, compared to add on fees.

#### Sales Fee

Payment may be obtained from operation of concessions which includes the sale of merchandise. Objectives include:

1. To provide needed supplies

2. To provide merchandise that adds to the visitor's enjoyment of the area

3. To provide revenue to offset operational costs.

#### Additional Services Fees

Fees may be charged for supplying activities or services as an accommodation to the user. These fees may also be referred to as extra fees. Objectives include:

1. To enable special services to be rendered by the Department

2. To provide revenue to offset costs of the special service (additional staff, overtime for staff or contracting for services)

3. To improve the quality of the recreation program by adding value, service, or variety

4. Surcharge for enhanced maintenance or fee for marketing programs

#### Advertising Fees and Sponsorships

Fees may be charged for brochures, signs, banners, or other forms of advertising or promotion. Funding may also be paid for support of special events or programs.

#### **Administration Fee**

Fees may be charged for direct and indirect costs associated with administration and oversight of a program or service.

#### **Registration Fee**

Registration fees are a type of administrative fee charged specifically in the area of childcare and preschool. Such fees cover administrative costs, facility repairs, materials fees, and annual childcare fees.

#### Material Fee

Fees are charged to borrowers who do not return materials by the designated due date. These fees vary depending on the item type and length of time overdue. Additional fees may be charged for lost or damaged items and processing fees.

#### Late Fee

Late fees may be charged for programs and services that are not paid by the due date.

#### RESOURCE ALLOCATION STUDY

#### **Return Check Fee**

Returned check fees will be assessed for all returned checks in accordance with the fee set by the City of Lathrop Finance Department. Failure to pay the returned check fee and the amount owed within thirty (30) days can lead to additional incurred fees, damages, and collections.

#### Capital Replacement Fee

Fees may be charged to set aside funds for replacement of existing facilities, amenities, or technology.

## City of Lathrop - Refund Policy

Refund requests vary by program. Details specific to each program are noted below. All refunds are subject to an administrative fee. Refunds will be processed within 14 business days of the approved request. All refund request will be paid in the form of a check and it can take up to six weeks for a check to arrive.

#### **Table 3: Refund Policy**

#### Leisure Programs

A refund will be issued if the request is made prior to start of the Leisure Program. Request prior to the second class meeting shall receive a prorated refund. Request after the second class will not be granted. All refunds are subject to an administrative fee. A full refund will be issued for any Leisure Program cancelled by the Leisure Division and will be not subject to the processing fee.

#### Sports, League Play, Special Events and Advance Ticketed Programs

A refund will be issued if the request is made ten (10) business days prior to start of the program or event. Request made less than ten (10) business days shall not be granted, unless the program has a waiting list of participants and immediately fill the spot of the requesting party.

#### Indoor Facilities and Outdoor Facilities (Picnic Area / Sports Fields)

Reservations in excess of six months in advance of the scheduled date shall receive a full refund, for reservations that are canceled within ninety-one (91) to 180 days in advance shall receive a 75% refund, reservations that are canceled within sixty-one (61) to ninety (90) days shall receive a 50% refund and reservations less than sixty (60) days out shall receive no refund. Fees will not be refunded for times not used or undesirable weather. If, inclement weather is to occur for outdoor reservation, the Parks and Recreation Department will determine if permitted reservations shall be canceled. In the event of cancellation, the Parks and Recreation Department office will attempt to reschedule. If rescheduling is not possible, paid fees will be refunded. All cancellation requests must be submitted in writing including the signature of the person appearing on the rental application/contract, the event date, the facility reserved, and the date in which the cancellation request is being submitted.

# **Appendix A: The Pyramid Methodology**

The GreenPlay Pyramid Methodology used in development of the Subsidy and Resource Allocation Model is built on a foundation of understanding who is benefiting from Parks and Recreation services to determine how the costs for service should be paid.

The Model illustrates a pricing philosophy based on establishing fees that commensurate with the benefit received. Descriptions regarding each level of the pyramid are provided; however, the model is intended as a discussion point and is very dependent on agency philosophies to determine what programs and services belong on each level. Cultural, regional, geographical, and resource differences play a large role in this determination. The resulting pyramid is unique to each agency that applies this methodology.

Application of the pyramid methodology begins with the Mission of the organization, but must also address other considerations:

- Who benefits from the service, the community in general or only the individual or group receiving the service?
- Does the individual or group receiving the service generate the need (and therefore the cost) of
  providing the service?
- Will imposing the full cost fee pose a hardship on specific users? (The ability to pay is different than the benefit and value of a program, activity, or service, and therefore, should be dealt with during the implementation phase of pricing and marketing.)
- Do community values support taxpayer investment for the cost of service for individuals with special needs (for example, people with disabilities or low-income)?
- Will the level of the fee affect the demand for the service?
- Is it possible and desirable to manage demand for a service by changing the level of the fee?
- Are there competing providers of the service in the public or private sector?

The application of the model is broken down into the following steps:

- Step 1: Building on your organization's values, vision, and mission
- Step 2: Understanding the Pyramid Methodology, the benefits filter, and secondary filters
- Step 3: Developing the organization's Categories of Service
- Step 4: Sorting the Categories of Service onto the Pyramid
- Step 5: Defining Direct and Indirect Costs
- Step 6: Determining (or confirming) current tax investment/cost recovery levels
- Step 7: Establishing tax investment goals/subsidy level targets
- Step 8: Understanding and preparing for influential factors and considerations
- Step 9: Implementation
- Step 10: Evaluation

#### Step 1: Building on Your Organization's Values, Vision, and Mission

Critical to this philosophical undertaking is the support and buy-in of elected officials and advisory board members, staff, and ultimately, citizens. Whether or not significant changes are called for, the organization should be certain that it philosophically aligns with its constituents. The development of a financial resource allocation philosophy and policy is built upon a very logical foundation, based upon the theory that those who benefit from Parks and Recreation services ultimately pay for services.

Envision a pyramid sectioned horizontally into five levels.

A brief description of the process follows.



#### Step 2: Understanding the Pyramid Methodology, Benefits Filter, and Secondary Filters

The creation of a subsidy and resource allocation philosophy and policy is a key component to maintaining an agency's financial control, equitably pricing offerings, and helping to identify core services including programs and facilities.

The principal foundation of the Pyramid is the **Benefits Filter.** Conceptually, the base level of the pyramid represents the core services of a public Parks and Recreation system. Services appropriate to higher levels of the pyramid should only be offered when the preceding levels below are comprehensive enough to provide a foundation for the next level. The foundation and upward progression are intended to represent public Parks and Recreation's core mission, while also reflecting the growth and maturity of an organization as it enhances its service offerings. Each level of the Pyramid from the bottom to the top is described below.

#### MOSTLY COMMUNITY Benefit

The foundational level of the Pyramid is the largest, and encompasses those services including programs and facilities that **MOSTLY** benefit the **COMMUNITY** as a whole. These services may increase property values, provide safety, address social needs, and enhance quality of life for residents. The community generally pays for these basic services via tax



support. These services are generally offered to residents at a minimal charge or with no fee. A large percentage of the agency's tax support would fund this level of the Pyramid.

Examples of these services could include: the existence of the community parks and recreation system, the ability to visit facilities on an informal basis, park and facility planning and design, park maintenance, or others.

LATHROP, CA PARKS & RECREATION

NOTE: All examples given are generic – individual agencies vary in their determination of which services belong in the foundation level of the Pyramid based upon agency values, vision, mission, demographics, goals, etc.

#### **CONSIDERABLE COMMUNITY Benefit**

The second level of the Pyramid represents services that promote individual physical and mental wellbeing, and may begin to provide skill development. They are generally traditionally expected services and/or beginner instructional levels. These services are typically assigned fees based upon a specified



percentage of direct (and may also include indirect) costs. These costs are partially offset by both a tax investment to account for **CONSIDERABLE COMMUNITY** benefit and participant fees to account for the **Individual** benefit received from the service.

Examples of these services could include: staff facility and park use, therapeutic recreation programs and services, recreation leagues, etc.

#### BALANCED INDIVIDUAL/COMMUNITY Benefit

The third level of the Pyramid represents services promoting individual physical and mental well-being, and provides an intermediate level of skill development. The level provides balanced **INDIVIDUAL** and **COMMUNITY** benefit and should be priced accordingly. The individual fee is set to recover a

higher percentage of cost than those services falling within lower Pyramid levels.

Examples of these services could include: Camps and after school programs, beginning level instructional programs and classes, teen programs, etc.

#### CONSIDERABLE INDIVIDUAL Benefit

The fourth level of the Pyramid represents specialized services generally for specific groups, and those that may have a competitive focus. Services in this level are not highly subsidized and may be priced to recover full cost, including all direct expenses.

Examples of these services could include: Trips, advanced level classes, competitive leagues, etc.

#### **MOSTLY INDIVIDUAL Benefit**

At the top of the Pyramid, the fifth level represents services that have potential to generate revenues above costs, may be in the same market space as the private sector, or may fall outside the core mission of the agency. In this level, services should not be supported by subsidy, should be priced to recover full cost, and may generate revenue in excess of cost.



Considerable Individual

Benefit

Examples of these activities could include: Private lessons, company picnic rentals, other facility rentals for weddings or other services, concessions and merchandise for resale, restaurant services, etc.



#### Step 3: Developing the Organization's Categories of Service

Prior to sorting each program and service onto the Pyramid, the project team took on the daunting task of reviewing, analyzing, and sifting through many individual programs and services in an effort to create the Department's **Categories of Services**, including definitions and examples. "Narrowing down" facilities, programs, and services and placing them in categories (groups of like or similar service) that best fit their descriptions, allowed a reasonable number of items to be sorted onto the pyramid tiers using the Individual and Community Benefit filter.

These categories were identified as listed in the study report. The charge was then to sort these categories onto appropriate levels of the pyramid model based on who they benefited (the benefit filter). Those categories ranged from mostly benefiting the **Community as a Whole**, to programs and services mostly providing an **Individual** benefit. There was also discussion of consideration of additional filters (discussed in **Step 8** below) which often hold a secondary significance in determining placement on the Cost Recovery Pyramid.

#### Step 4: Sorting the Categories of Service onto the Pyramid

The sorting process is where ownership is created for the philosophy, while participants discover the current and possibly varied operating histories, cultures, missions, and values of the organization. The process develops consensus and allows everyone to land on the same page. The effort must reflect the community and align with the mission of the Department.



The sorting process was a challenging step and was led by objective and impartial facilitators in order to hear all viewpoints. The process generated discussion and debate

as participants discovered what others had to say about serving the community; about adults versus youth versus seniors; about advanced versus intermediate and beginning programs; about special events; athletic fields; and rental involving the general public, non-profit and for-profit entities; etc. It was important to push through the "what" to the "why" to find common ground.

#### Step 5: Defining Costs

The definition of direct and indirect costs can vary from agency to agency. The most important aspect to understand is that all costs associated with directly running a program or providing a service are identified and consistently applied across the system. Direct costs typically include the specific, identifiable expenses (fixed and variable) associated with providing a service. These expenses would not exist without the service and may be variable costs.

#### Step 6: Determining (or Confirming) Current Tax Investment/Subsidy Levels

The agency will confirm or determine current subsidy allocation levels by category of services based upon the definition of costs. Results of this step identify what it costs to provide services to the community, whether staff has the capacity or resources necessary to account for and track costs, whether accurate cost recovery levels can be identified, and whether cost centers or general ledger line items align with how the agency may want to track these costs in the future. Staff may not be cost accounting consistently, and these inconsistencies become apparent.

#### Step 7: Establishing Cost Recovery/Tax Investment Targets

The Project Team has worked to align who is benefiting from programs and services with the sources of funding used to pay for them. The tax investment is used in greater amounts at the bottom levels of the pyramid, reflecting the benefit to the **Community** as a whole. As the pyramid is climbed, the percentage of tax investment decreases, and at the top levels, it may not be used at all, reflecting the **Individual** benefit.

Targets take into account current subsidy levels. As cost of services and matching revenues is a very revealing process, realistic and feasible targets are recommended to align with the pyramid model and also to meet specific financial objectives for recovery of direct and indirect cost. These targets will be identified for each tier of the Department's Pyramid Model.

#### Step 8: Understanding and Preparing for Influential Factors and Considerations

Inherent to sorting programs onto the Pyramid Model using the Benefits and other filters is the realization that other factors come into play. This can result in decisions to place services in other levels than might first be thought. These factors can aid in determining core services versus ancillary services. These may include participant commitment, trends, political issues, marketing, relative cost to provide the service (cost per participant), current economic conditions, and financial goals.

#### Step 9: Implementation

The Department has set its goals based upon its mission, stakeholder input, funding, and/or other criteria. Upon completion of steps 1-8, the Department has positioned itself to illustrate and articulate where it has been and where it is heading from a financial perspective. Some recommendations are scheduled to occur immediately, and others will take time to put into place, while some will be implemented incrementally. It is important that fee change tolerance levels are considered.

#### Step 10: Evaluation

This process has been undertaken in order to articulate a philosophy, train staff on a best practice ongoing approach to subsidizing services in public parks and recreation and enhancing financial sustainability. Performance measures have been established through subsidy level targets, specific recommendations have been made for services found to be out of alignment, and evaluation of goal attainment is recommended to take place annually.

# Appendix B: Lathrop Parks and Recreation Department Categories of Service

Category	Definition	Examples
Tier 5		
Adult Fitness	Group fitness and/or instructional programs for adults operated, taught, or managed by the department through contract or staff; no pre-requisite for attendance	Yoga, Zumba, Bootcamps, etc.
Age 50+ Trips	Day trips that provide opportunities for 50+ participants to visit selected destinations	Columbia, Old Sacramento Treasure Island, Casinos, Stockton Kings/Ports, Sacramento etc.
Field Rentals	Rental of a sports field for exclusive use.	Informal play, practice, games etc.
Indoor Facility Rentals	Rental of an indoor facility for exclusive use. Indoor facilities include Lathrop Community Center, Lathrop Senior Center, Lathrop Generation Center	Meetings, birthday parties baby showers, etc.
Private Lessons	Lessons arranged for one student with a specific instructor and/or time	Tennis, piano, etc.
Shelter Rentals	Rentals of an outdoor shelter for exclusive use	Birthday parties, family reunions, etc.
Teen Trips	Day trips that provide opportunities for Teen participants to visit selected destinations	
Vendors/Concessionaries	Goods and services sold for individual use during a city sponsored or permitted event/activity	Food truck, concession stand, art vendor, etc.
Youth Specialty Camps	Group recreational and/or instructional camp for preschool to elementary school age youth operated, taught, or managed by the department through contract or staff	Sports, robotics, Legos, arts, etc.
Tier 4		
Adult General Classes	Group or individual special interest classes for adults operated, taught, or managed by the department through contract or staff	Dance, arts and crafts, painting, guitar, computer workshops, self-defense, voice talent, etc.
Adult Sports	Group recreational sports programs, activities and leagues for adults operated, or managed by the department staff	Basketball, volleyball, flag football, twilight softball, etc.
Age 50+ General Classes	Group or individual classes for 50+ operated, taught, or managed by the department through contract or staff	Arts and crafts, dance, yoga, book club, etc.

Before/After School Recreation	Non-licensed recreational before and after school program with a social and recreational focus	
Monitored Drop-in facility use	Scheduled drop-in use of gymnasium	Basketball, volleyball etc.
School Break Camps	Group recreational programming during school break times for youth. May include field trips, but typically does not include specific instructional or skills programs	Spring break, summer break, winter break, etc.
Youth General Classes	Group or individual special interest class for youth operated, taught, or managed by the department through contract or staff	Self-defense, cooking, ballet, guitar, dance, art, language, photography, etc.
Tier 3		
Age 50+ Events	Day and extended events that provide opportunities for 50+ participants to socialize and gather around specific topics	Mother's Day, Father's Day, Grandparents Day, Noon Year's Eve, etc.
Youth Sports	Group recreational and/or instructional sports programs, activities and leagues for youth operated, taught, or managed by the department staff	Jr. NBA, NFL Flag, Jr. Giants, etc.
Tier 2		
Senior Services	Drop-in availability of the Senior Center	
Teen Services	Drop-in teen programming at the Teen Center	
Tier 1		
Community Special Events	Annual public events hosted by the Department that are typically offered on an annual basis	Veterans Day, Christmas Parade, concerts, comedy nights, movie nights etc.
Parks Use	Drop-in, non-monitored use of a park	Use of parks, dog parks, playgrounds, etc.

# Appendix C: Developing a Pricing Strategy

As the final step in the development of the *Comprehensive Subsidy and Resource Allocation Policy SUBSIDY*, pricing strategies were considered. This discussion should continue in the future, and the following topic areas should be included and applied.

#### 1. Understanding financial trends

The increasing complexity and resulting shifts of our society's economy have led to what can be deemed as constant fiscal change in government. Public sector administrators and managers must be prepared to respond to the fiscal realities that have resulted from these economic shifts. Trends impacting fiscal and pricing decisions include:

- Increased governmental accountability
- Increased demand for people's "leisure dollar"
- Ongoing or increased demand for services with no/limited additional funding, or decreased funding
- Disinterest in service reductions or increased fees and charges
- Increased operating expenses (utilities, fuel, personnel, supplies, etc.)

#### 2. Understanding the budget process and fiscal year cycle

Budgets are viewed as annual financial plans and include planning and forecasting, establishing priorities, and a way to monitor fiscal process. This overview allows for an abbreviated look at the process and how it is impacted by pricing.

#### 3. Understanding the costs of service provision

Prior to making pricing decisions, it is important to understand the different types of service provision costs. Having knowledge of the various types of costs allows staff to make better informed pricing decisions. The different types of service provision costs are as follows:

- Direct costs
  - Fixed costs
  - Changing fixed costs
  - Variable costs
- Indirect Costs

#### 4. Understanding the purpose of pricing

There are many reasons to develop service fees and charges. These include, but are not limited to, the following:

- Recover costs
- Create new resources
- Establish value
- Influence behavior
- Promote efficiency

# 5. Pricing strategies - differential pricing

Differential pricing is grounded in the notion that different fees are charged for the same service when there is no real difference in the cost of providing the service. There may be many reasons the Department may wish to consider this pricing strategy including:

- To stimulate demand for a service during a specified time
- To reach underserved populations
- To shift demand to another place, date, or time

### 6. Alternative funding sources

In general, there has been a decrease in the amount of tax support available to public Parks and Recreation agencies across the nation. The Department is forward thinking in its planning. As such, the need to look at alternative funding sources as a way to financially support services has become commonplace. Alternative funding sources are vast and can include:

- Gifts
- Grants
- Donations
- Scholarships
- Sponsorships
- Collaborations
- Volunteer contributions

### 7. Examining the psychological dimensions of pricing

In addition to the social and environmental issues surrounding pricing, the human elements of pricing must be considered. Regardless of how logical a price may seem; customer reactions and responses are their own and can be vastly different than what one might expect. The psychological dimensions of pricing include:

- Protection of self-esteem (pricing in such a way as to not offend certain users)
- Price-quality relationship (value received for every dollar spent)
- Establishing a reference point (worth of service in comparison to others)
- Objective price (price has a basis in fact, is real, and impartial)
- Subjective price (price is not biased or prejudiced)
- Consistency of image (perception of the brand and identification with product or service)
- Odd pricing (perception of arbitrary or incongruent pricing)

### 8. Establishing initial price

Establishing an actual price for a program can be based upon a variety of strategies including:

- Arbitrary pricing: basing fees on a general provision such as raising all fees \$.25 to meet budget goals which ignores market conditions and cost recovery goals. Arbitrary pricing is not encouraged, as it is impossible to justify.
- Market pricing: a fee based on demand for a service or facility or what the target market
  is willing to pay for a service. The private and commercial sectors commonly use this
  strategy. One consideration for establishing a market rate fee is determined by identifying
  all providers of an identical service (Examples: private sector providers, municipalities,
  etc.), and setting the highest fee. Another consideration is setting the fee at the highest
  level the market will bear.

- Competitive pricing: a fee based on what similar service providers or close proximity competitors are charging for services. One consideration for establishing a competitive fee is determined by identifying all providers of an identical service (Examples: private sector providers, municipalities, etc.), and setting the mid-point or lowest fee.
- Cost recovery pricing: a fee based on cost recovery goals within market price ranges.

### 9. Understanding price revisions

Once a price is established, there may be the need to periodically review it and examine the need for revision. In some cases, "revised" may be viewed as "increased"; therefore, a systematic approach to pricing revision is important. Factors to consider in pricing revision include:

- Customer tolerance: the degree to which small increases in price will not encounter client resistance.
- Adjustment period: the period of time where the value of the service is assessed by the customer in relation to the price increase. The value of the service from the customer's perspective must meet or exceed the impact of the increased cost. Adjustment periods may lead to diminished participation or termination of participation altogether based upon customer loyalty and other factors.
- Customers' perceived value of the service: the degree to which services including
  programs, facilities, and parks impact the public (individual and community), or in other
  words, the results or outcomes of services. Value is the judgment or perception of worth
  or the degree of usefulness or importance placed on a service by personal opinion. The
  intent or intention of a service is the purpose, aim, or end.

### The pricing process – developing a method

Staff participating in the series of workshops engaged in interactive exercises that applied the cost recovery goals of their respective service areas. The workshops prompted discussions leading to recommended changes to selected current pricing practices with the intention of attaining recommended cost recovery and tax investment allocation goals and establishing a new method for setting fees and charges. This method is based upon using cost recovery goals as a primary pricing strategy, followed by either market pricing (for services with low alternative coverage – few if any alternative providers) or competitive pricing (for services with high alternative coverage – other alternative providers offer similar or like services).

# **Appendix D: Criteria for Establishing Fees**

## High or Full Tax investment/Low or No Cost Recovery:

These criteria apply to the **Mostly Community Benefit** Tier (1) of the pyramid. The following criteria are used to determine if a service should be included in the Tier, keeping in mind that a service does not have to meet every criterion:

- The service is equally available to everyone in the community and should benefit everyone
- Because the service is basic, it is difficult to determine benefits received by one user
  - The level of service attributable to a user is not known
  - Administrative costs of imposing and collecting a fee exceed revenue expected from the fee
  - Imposing the fee would place the agency at a serious competitive disadvantage
  - The service is primarily provided by the public sector

## Partial Tax investment/Partial Cost Recovery:

These criteria apply to the **Considerable Community** Tier (2) and **Balanced Community/Individual Benefits** Tier (3) of the pyramid. Users fees may recover only partial cost for those services for which the agency desires to manage demand.

- User fees may recover only partial cost from those individuals who cannot pay full cost due to
   economic hardship
- User fees may recover only partial cost if competitive market conditions make a full cost fee undesirable
  - The following criteria are used to determine if a service should be included in these Tiers, keeping in mind that a service does not have to meet every criterion:
    - ✓ Services benefit those who participate but the community at large also benefits
    - The level of service use attributed to a user is known
    - ✓ Administrative costs of imposing and collecting the fee are not excessive
    - ✓ Imposing a full cost fee would place the agency at a competitive disadvantage
    - The service may be provided by the public sector but may also be provided by the private sector

### Low Subsidy/Substantial Cost Recovery:

These criteria apply to the Considerable Individual Benefit Tier (4) of the pyramid.

- User fees should recover the substantial cost of services benefiting specific groups or individuals
- User fees should recover the substantial cost for those services provided to persons who generate the need for those services
- The following criteria are used to determine if a service should be included in this Tier, keeping in mind that a service does not have to meet every criterion:
  - ✓ The individual or group using the service is the primary beneficiary
  - ✓ The level of service use attributed to a user is known
  - ✓ Administrative costs of imposing and collecting the fee are not excessive
  - ✓ Imposing a substantial cost fee would <u>not</u> place the agency at a competitive disadvantage
  - ✓ The service is usually provided by the private sector but may also be provided by the public sector

### No Tax investment/Full Cost Recovery:

These criteria apply to the Mostly Individual Benefit Tier (5) of the pyramid.

- User fees should recover the full cost or more for a service in order to subsidize other services
  provided to the community
- The following criteria are used to determine if a service should be included, keeping in mind that
  a service does not have to meet every criterion:
  - ✓ Individuals or groups benefit from the service and there is little community benefit
  - The level of service use attributable to a user is known
  - ✓ There is excess demand for the service; therefore, allocation of limited services is required
  - ✓ Administrative costs of imposing and collecting the fee are not excessive
  - ✓ The service is provided at market price by the private sector

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**Appendix C: Inventory Atlas** 

# Lathrop, CA





Inventory Atlas March 2020

# Inventory Process and Scoring Information

This inventory was completed in a series of steps. The planning team first prepared a preliminary list of existing components using information provided by the client as well as aerial photography and the client Geographic Information System (GIS) data. All components identified were given GIS points and names.

Next, field visits were conducted by the consulting team to confirm the preliminary data and collect additional information.

During the field visits and evaluations, missing components were added to the data set, and each component was evaluated as to how well it met expectations for its intended function. During the site visits the following information was collected:

- Component type
- Component location
- Evaluation of component condition record of comfort and convenience features
- Evaluation of comfort and convenience features
- Evaluation of park design and ambience
- Site photos
- General comments

The inventory team used the following three-tier rating system to evaluate each component:

- 1 = Below Expectations
- 2 = Meets Expectations
- 3 = Exceeds Expectations

Scores were based on such things as the condition of the component, its size, or capacity relative to the need at that location, and its overall quality.

Components were evaluated from two perspectives: first, the value of the component in serving the immediate neighborhood, and second, its value to the entire community.

The setting for a component and the conditions around it affect how well it functions, so in addition to scoring the components, each <u>park site</u> was given a set of scores to rate its comfort, convenience, and ambient qualities. This includes such things as the availability of restrooms, drinking water, shade, scenery, etc.

Information collected during the site visit was then compiled and corrections and comparisons made to GIS.

# Lathrop, CA

Inventory Atlas March 2020

# **Existing Parks or Locations**



# **GRASP®** Outdoor Component List

GRASP® Outdoor Component Type	Definition					
Adventure Course	An area designated for activities such as ropes courses, zip-lines, challenge courses, etc. Specified in comments.					
Amusement Ride	Carousel, train, go carts, bumper cars, or other ride upon features. Has an operator and controlled access.					
Aquatics, Complex	A facility that has at least one immersion pool and other features intended for aquatic recreation.					
Aquatics, Lap Pool	A man-made basin designed for people to immerse themselves in water and intended for swimming laps.					
Aquatics, Leisure Pool	A man-made basin designed for people to immerse themselves in water and intended for leisure water activities. May include zero depth entry, slides, and spray features.					
Aquatics, Spray Pad	A water play feature without immersion intended for the purpose of interacton with moving water.					
Aquatics, Therapy Pool	A temperature controlled pool intended for rehabilitation and therapy.					
Basketball Court	Describes a dedicated full sized outdoor court with two goals.					
Basketball, Practice	Describes a basketball goal for half-court play or practice. Includes goals in spaces associated with other uses.					
Batting Cage	A stand-alone facility that has pitching machines and restricted entry.					
Bike Complex	A facility that accommodates various bike skills activities with multiple features or skill areas.					
Bike Course	A designated area for non-motorized bicycle use. Can be constructed of concrete, wood, or compacted earth. May include a pump track, velodrome, skills course, etc.					
Camping, Defined	Defined campsites that may include a variety of facilities such as restrooms, picnic tables, water supply, etc. Quantity based on official agency count. For use only if quantity of sites is available. Use "Camping, Undefined" for other instances.					
Camping, Undefined	Indicates allowance for users to stay overnight in the outdoors in informal and/or <u>undefined</u> sites. Receives a quantity of one for each park or other location.					
Climbing, Designated	A designated natural or man-made facility provided and/or managed by an agency for the purpose of recreation climbing not limited to childs play.					
Climbing, General	Indicates allowance for users to participate in a climbing activity. Receives a quantity of one for each park or other location.					
Concession	A facility used for the selling, rental, or other provision of goods and services to the public.					
Diamond Field	Describes softball and baseball fields of all kinds suitable for organized diamond sport games. Not specific to size or age-appropriateness.					
Diamond Field, Complex	Multiple ballfields at a single location suitable for tournaments.					
Diamond Field, Practice	Describes any size of grassy area used for practice. Distinguished from ballfield in that it doesn't lend itself to organized diamond sport games. Distinguished from open turf by the presence of a backstop.					
Disc Golf	Describes a designated area that is used for disc golf. Quantities: 18 hole course = 1; 9 hole course = .5					
Dog Park	An area designated specifically as an off-leash area for dogs and their guardians.					
Educational Experience	Signs, structures, or historic features that provide an educational, cultural, or historic experience. Receives a quantity of one for each contiguous site. Distinguished from public art by presence of interpretive signs or other information.					
Equestrian Facility	Area designated for equestrian use. Typically applied to facilities other than trails.					
Event Space	A designated area or facility for an outdoor class, performance, or special event including amphitheater, band shell, stage, etc.					
Fitness Course	One or more features intended for personal fitness activities. Receives a quantity of one					
Game Court	for each complete grouping. Outdoor court designed for a game other than tennis, basketball, volleyball, as distinguished from a multi-use pad including bocce, shuffleboard, lawn bowling, etc. Type specified in comments. Quantity counted per court.					

GRASP® Outdoor						
Component Type	Definition					
	Describes any garden area that provides community members a place to have a personal					
Garden, Community	vegetable or flower garden.					
	Describes any garden area that is designed and maintained to provide a focal point or					
Garden, Display	destination including a rose garden, fern garden, native plant garden, wildlife/habitat					
	garden, arboretum, etc.					
Golf	A course designed and intended for the sport of golf. Counted per 18 holes.					
	Quantities: 18 hole course = 1; 9 hole course = .5					
Golf, Miniature	A course designed and intended for use as a multi-hole golf putting game.					
Golf, Practice	An area designated for golf practice or lessons including driving ranges and putting					
	greens.					
Horseshoe Court	A designated area for the game of horseshoes including permanent pits of regulation					
	length. Quantity counted per court.					
Horseshoes Complex	Several regulation horseshoe courts in single location suitable for tournaments.					
Ice Hockey	Regulation size outdoor rink built specifically for ice hockey games and practice. General					
-	ice skating included in "Winter Sport".					
Inline Hockey	Regulation size outdoor rink built specifically for in-line hockey games and practice.					
	Opportunity to complete a circuit on foot or by non-motorized travel mode. Suitable for					
Loop Walk	use as an exercise circuit or for leisure walking. Quantity of one for each park or other					
	location unless more than one distinct circuit is present.					
	A paved area that is painted with games such as hopscotch, 4 square, tetherball, etc.					
Multi-Use Pad	Often found in school yards. As distinguished from "Games Court " which is typically					
	single use.					
	Describes an area in a park that contains plants and landforms that are remnants of or					
Natural Area	replicate undisturbed native areas of the local ecology. Can include grasslands, woodlands					
	and wetlands.					
	A grassy area that is not suitable for programmed field sports due to size, slope, location					
Open Turf	or physical obstructions. May be used for games of catch, tag, or other informal play and					
	uses that require an open grassy area.					
Other	Active or passive component that does not fall under any other component definition.					
	Specified in comments.					
Passive Node	A place that is designed to create a pause or special focus within a park and includes					
	seating areas, plazas, overlooks, etc. Not intended for programmed use.					
Pickleball Court	A designated court designed primarily for pickleball play.					
	A designated area with a grouping of picnic tables suitable for organized picnic activities.					
Picnic Ground	Individual picnic tables are accounted for as Comfort and Convenience modifiers.					
	Discourse of the table of a familie of the section of the Table of the base of the section of th					
	Playground that attracts families from the entire community. Typically has restrooms and					
Playground, Destination	parking on-site. May include special features like a climbing wall, spray feature, or					
	adventure play.					
	Playground that is intended to serve the needs of the surrounding neighborhood. Includes					
Playground, Local	developed playgrounds and designated nature play areas. Generally does not have					
	restrooms or on-site parking.					
Public Art	Any art installation on public property. Receives a quantity of one for each contiguous site.					
Rectangular Field Complex	Soveral restangular fields in single location suitable for tournament use					
	Several rectangular fields in single location suitable for tournament use. Describes a specific field large enough to host one adult rectangular field sport game					
	such as soccer, football, lacrosse, rugby, and field hockey. Approximate field size is 180' x					
Rectangular Field, Large	300' (60 x 100 yards). Field may have goals and lining specific to a certain sport that may					
neotangular Field, Large	change with permitted use.					

GRASP® Outdoor	Definition						
Component Type	Definition						
Rectangular Field, Multiple	Describes an area large enough to host one adult rectangular field sport game and a minimum of one other event/game, but with an undetermined number of actual fields. This category describes a large open grassy area that can be arranged in any manner of configurations for any number of rectangular field sports. Sports may include, but are not limited to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.						
Rectangular Field, Small	Describes a specific field too small to host a regulation adult rectangular field sport ga Accommodates at least one youth field sport game. Sports may include, but are not line to: soccer, football, lacrosse, rugby, and field hockey. Field may have goals and lining specific to a certain sport that may change with permitted use.						
A shade shelter or pavilion large enough to accommodate a group picnic or oth at least 25 persons with space for a minimum of 12 seated whether or not bene picnic tables are provided. Lack of seating may be addressed in scoring.							
A shade shelter, large enough to accommodate a family picnic or other event f approximately 4-12 persons with seating for a minimum of 4. Covered benche up to 4 people included as a modifier in comfort and convenience scoring and be included here.							
Skate Feature	A stand-alone feature primarily for wheel sports such as skateboarding, in-line skating, etc. May or may not allow free-style biking. May be associated with a playground but is part of it. Dedicated bike facilities should be categorized as "Bike Course".						
Skate Park	An area set aside primarily for wheel sports such as skateboarding, in-line skating, etc. Attracts users from the entire community. May or may not allow free-style biking. May be specific to one user group or allow for several user types. Can accommodate multiple users of varying abilities. Typically has a variety of concrete or modular features.						
Target Range	A designated area for practice and/or competitive target activities. Specify type, such as archery or firearms, specified in comments.						
Tennis Complex	Multiple regulation courts in a single location with amenities suitable for tournament use.						
Tennis Court	One standard regulation court suitable for recreation and/or competitive play. Quick Start or other non-standard types specified in comments.						
Tennis, Practice Wall	A wall intended for practicing tennis.						
Track, Athletic	A multi-lane, regulation sized running track appropriate for track and field events.						
Trail, Multi-Use	A trail, paved or unpaved, that is separated from the road and provides recreational opportunities or connection to walkers, bikers, roller bladers and equestrian users. Paths that make a circuit within a single site are "Loop Walks".						
Trail, Primitive	A trail, unpaved, located within a park or natural area that provides recreational opportunities or connections to users. Minimal surface improvements that may or may not meet accessibility standards.						
Trail, Water	A river, stream, canal or other waterway used as a trail for floating, paddling, or other watercraft.						
Trailhead	A designated staging area at a trail access point. May include restrooms, an information kiosk, parking, drinking water, trash receptacles, seating, etc.						
Volleyball Court	One full-sized court. May be hard or soft surface, including grass and sand. May have permanent or portable posts and nets.						
Wall Ball Court	Walled courts associated with sports such as handball and racquetball. Specify type in comments.						

GRASP® Outdoor Component Type	Definition					
Water Access, Developed A developed water access point. Includes docks, piers, kayak courses, boat ramps fishing facilities, etc. Quantity, type, etc., specified in comments.						
Water Access, General	Al Measures a user's general ability to access the edge of open water. May include undeveloped shoreline. Typically receives quantity of one for each contiguous site.					
Water Feature A passive water-based amenity that provides a visual focal point. Includes for waterfalls.						
Water, Open	A body of water such as a pond, stream, river, wetland with open water, lake, or reservoir.					
Winter Sport	An area designated for a winter sport or activity such as a downhill ski area, Nordic ski area, sledding hill, toboggan run, recreational ice, etc. Specified in comments.					



Total Neighborhood	00.4	Total Community Approximate Pa	ark Acreage:	9.7
GRASP® Score	38.4	GRASP® Score Owner		Lathrop
Drinking Fountains	2	Shade	2	Design and Ambiance
Seating	2	Trail Connection	0	- 2
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	Ornamental Plantings	2	
Restrooms	2	Picnic Tables	2	

**General Comments** 

Large neighborhood park adjacent to school.

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L001	PARCEL	1		2	2	
C097	Fitness Course	1		2	2	
C015	Open Turf	1		1	1	Turf problems
C006	Loop Walk	1		2	2	
C005	Shelter, Small	2		2	2	Two different style shelters and tables
C004	Playground, Local	1		1	1	Faded equipment with burns in slide. On PIP.
C003	Rectangular Field, Multiple	1		1	1	Some patches in turf
C002	Diamond Field	1		1	1	Drainage issues in infield.
C001	Basketball Court	1		2	2	Weird placement.

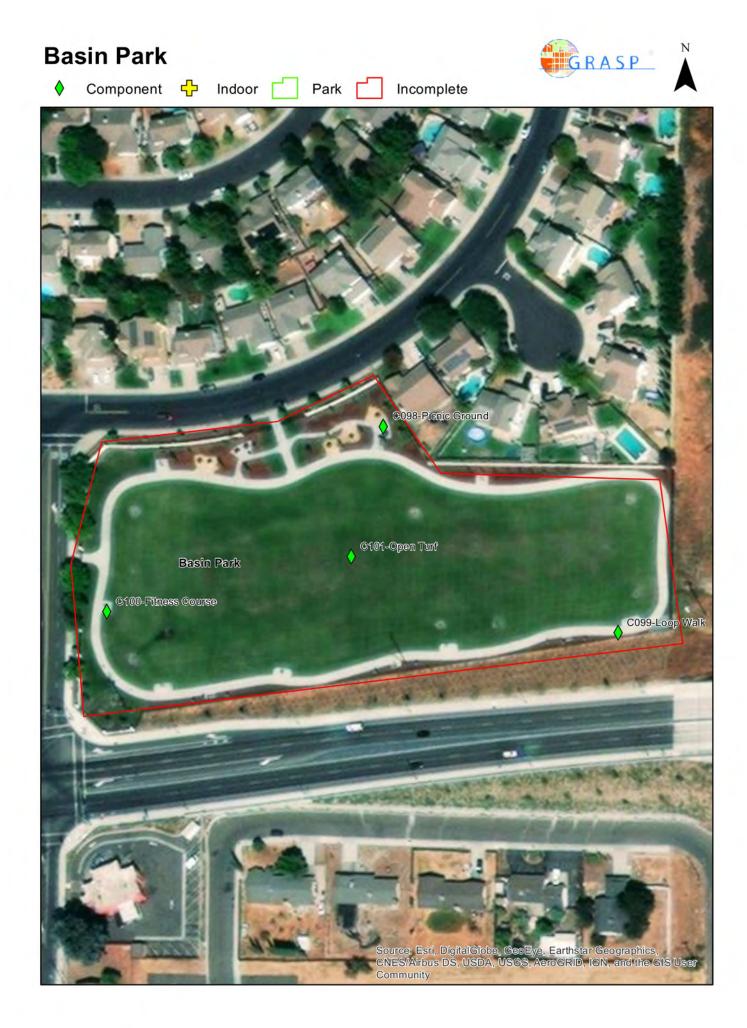


# **Armstrong Park**

#### **Initial Inventory Date:** 12/11/2019 Approximate Park Acreage: 0.4 Total Community Total Neighborhood 14.4 14.4 GRASP® Score GRASP® Score Owner: Lathrop 2 0 **Drinking Fountains** Shade **Design and Ambiance** 2 0 Seating **Trail Connection** 2 0 2 **BBQ** Grills Park Access 2 0 Dog Pick-Up Station Parking 0 0 Security Lighting Seasonal Plantings 0 2 **Bike Parking Ornamental Planting** 0 2 Restrooms **Picnic Tables General Comments**

Small pocket park

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L023	PARCEL	1		2	2	
C096	Basketball, Practice	1		2	2	
C094	Playground, Local	1		2	2	On PIP. Yellow plastic fading.



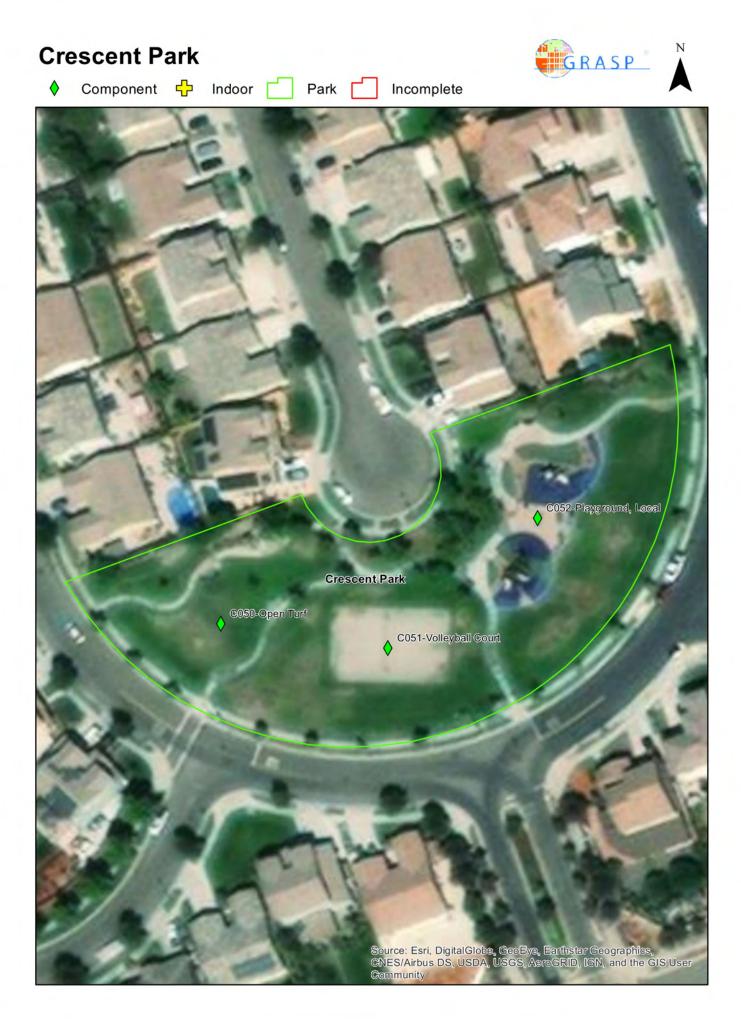
# **Basin Park**

Initial Inventory Dat	<b>e:</b> 12	/11/2019		
19.2 Total Neighborhood	<b>19.2</b>	Total Community Approximate F	Park Acreage:	4.4
I9.2 GRASP® Score	19.2	GRASP® Score Owner		Lathrop
Drinking Fountains	2	Shade	0	Design and Ambiance
Seating	2	Trail Connection	0	o o
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	

**General Comments** 

Shallow turf with large drainage holes. GIS boundary not true.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L025	PARCEL	1		2	2	
C101	Open Turf	1		2	2	
C100	Fitness Course	1		2	2	
C098	Picnic Ground	1		2	2	



# **Crescent Park**

Initial Inventory Dat	<b>e:</b> 12	/11/2019		
Total Neighborhood	40.0 T	otal Community Approximate P	ark Acreage:	1.4
19.2 GRASP® Score	<b>19.2</b>	GRASP® Score Owner		Lathrop
Drinking Fountains	2	Shade	0	Design and Ambiance
Seating	2	Trail Connection	0	2
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	2	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	
				<b>General Comments</b>

No shade or bbqs

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L011	PARCEL	1		2	2	
C052	Playground, Local	1		2	2	On PIP
C051	Volleyball Court	1		2	2	Heavy sand
C050	Open Turf	1		2	2	



# **Crystal Cove Park**

Initial Inventory Dat		/11/2019 otol Community, Approximate P	ark Acreage.	3.3
28.8 Total Neighborhood GRASP® Score		otal Community Approximate P GRASP® Score Owner	an Acreage.	Lathrop
Drinking Fountains	2	Shade	0	Design and Ambiance
Seating	2	Trail Connection	0	2
BBQ Grills	0	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	0	Seasonal Plantings	2	
Bike Parking	2	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	

# **General Comments**

Lacks shade

-							
	MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
	L020	PARCEL	1		2	2	
	C106	Garden, Display	1		2	2	Roses
	C086	Dog Park	1		2	2	Small and large fenced areas. Good turf.
	C085	Open Turf	1		2	2	
	C084	Basketball Court	1		2	2	On a slope
	C083	Diamond Field	1		2	2	No covers on dugouts. Posted No Adult Game Play. Field too small for game play.



#### **Initial Inventory Date:** 12/11/2019 Approximate Park Acreage: 6.0 Total Neighborhood Total Community 33.6 33.6 GRASP® Score GRASP® Score Owner: Lathrop 2 2 **Drinking Fountains** Shade **Design and Ambiance** 2 0 Seating **Trail Connection** 2 0 2 **BBQ** Grills Park Access 0 2 Dog Pick-Up Station Parking 2 2 Security Lighting Seasonal Plantings 2 2 **Bike Parking Ornamental Planting** 2 2 Restrooms **Picnic Tables**

Cool modern property.

**General Comments** 

MAPID	Component	Quantity	Lights Neighborhood Score	Community Score	Comments
L018	PARCEL	1	2	2	
C122	Garden, Community	1	2	2	Sunrise Rotary Park
C121	Skate Park	1	2	2	
C120	Playground, Local	1	2	2	Multigenerational fitness and parkour course.
C078	Open Turf	1	2	2	
C077	Event Space	1	2	2	Amphitheatre
C076	Basketball Court	1	2	2	



Initial Inventory Date: 12/11/2019								
<b>4.4</b> Total Neighborhood		Total Community Approximate F	Park Acreage:	0.3				
4.4 GRASP® Score	4.4	GRASP® Score Owner		Lathrop				
Drinking Fountains	1	Shade	0	Design and Ambiance				
Seating	2	Trail Connection	0					
BBQ Grills	0	Park Access	2	1				
Dog Pick-Up Station	0	Parking	1					
Security Lighting	0	Seasonal Plantings	0					
Bike Parking	0	<b>Ornamental Plantings</b>	0					
Restrooms	0	Picnic Tables	2					

**General Comments** 

Parking is informal. Minimal amenities.

					Components with Score
MAPID	Component	Quantity Lig	ghts Neighborhood Score	Community Score	Comments
L015	PARCEL	1	2	2	
C070	Skate Park	1	2	2	Street course.



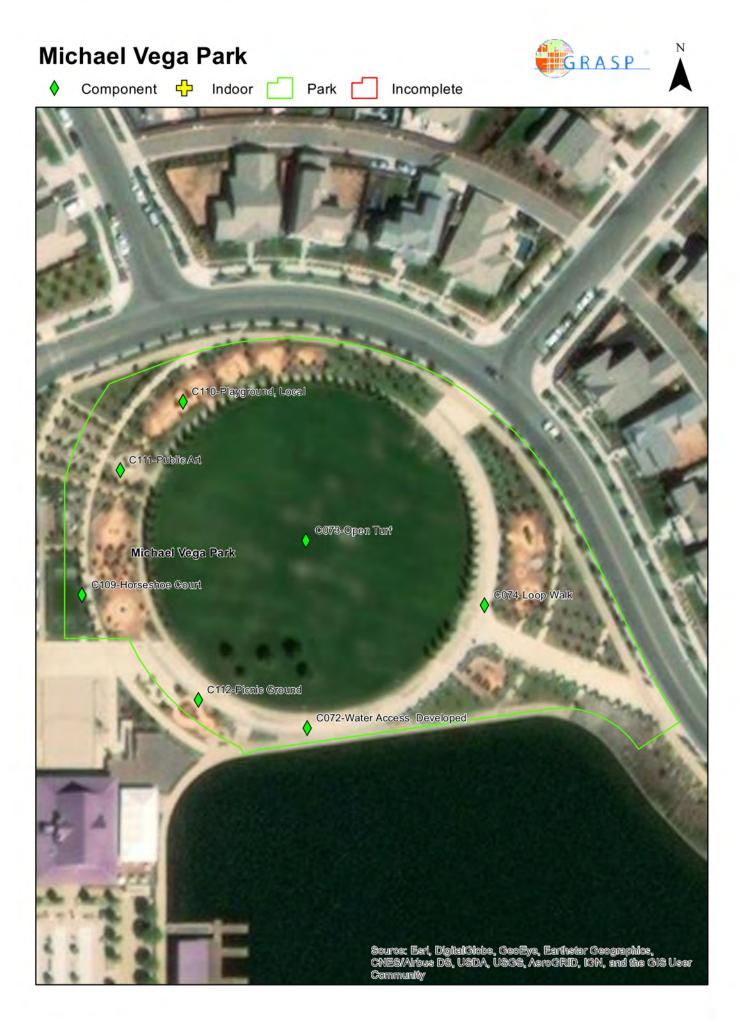
# Libby Park

Initial Inventory Date:	-	12/11/2019		
12 Total Neighborhood		Total Community Approximate F	Park Acreage:	1.2
GRASP® Score	12	GRASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting ² Sea		Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	

# **General Comments**

Lacks drinking fountain

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L005	PARCEL	1		2	2	
C028	Playground, Local	1		1	1	Small equipment on PIP
C027	Fitness Course	1		1	1	Minimal equipment
C026	Open Turf	1		1	1	Patchy



#### **Initial Inventory Date:** 12/11/2019 2.9 Approximate Park Acreage: Total Community Total Neighborhood 54 61.2 GRASP® Score GRASP® Score Owner Lathrop 2 0 **Drinking Fountains** Shade **Design and Ambiance** 2 0 Seating **Trail Connection** 3 2 2 **BBQ** Grills Park Access 2 0 Dog Pick-Up Station Parking 2 2 **Seasonal Plantings** Security Lighting 2 **Bike Parking Ornamental Plantings** 3 0 **Picnic Tables** 1 Restrooms

### **General Comments**

Generally well designed park. Poorly placed metal slide aimed at hot sun and exposed water. No guardrails at water edge. Tables are nonstandard for system. EWF in playgrounds and picnic areas is bare in areas. Lacks shade.

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L017	PARCEL	1		2	2	
C112	Picnic Ground	1		1	1	Tables don't meet system standard. On EWF.
C111	Public Art	1		2	2	Light house
C110	Playground, Local	1		2	2	Beautiful arrangement and ornamental planting. On EWF.
C109	Horseshoe Court	2		2	2	
C074	Loop Walk	1		2	2	
C073	Open Turf	1		2	2	
C072	Water Access, Developed	1		2	2	

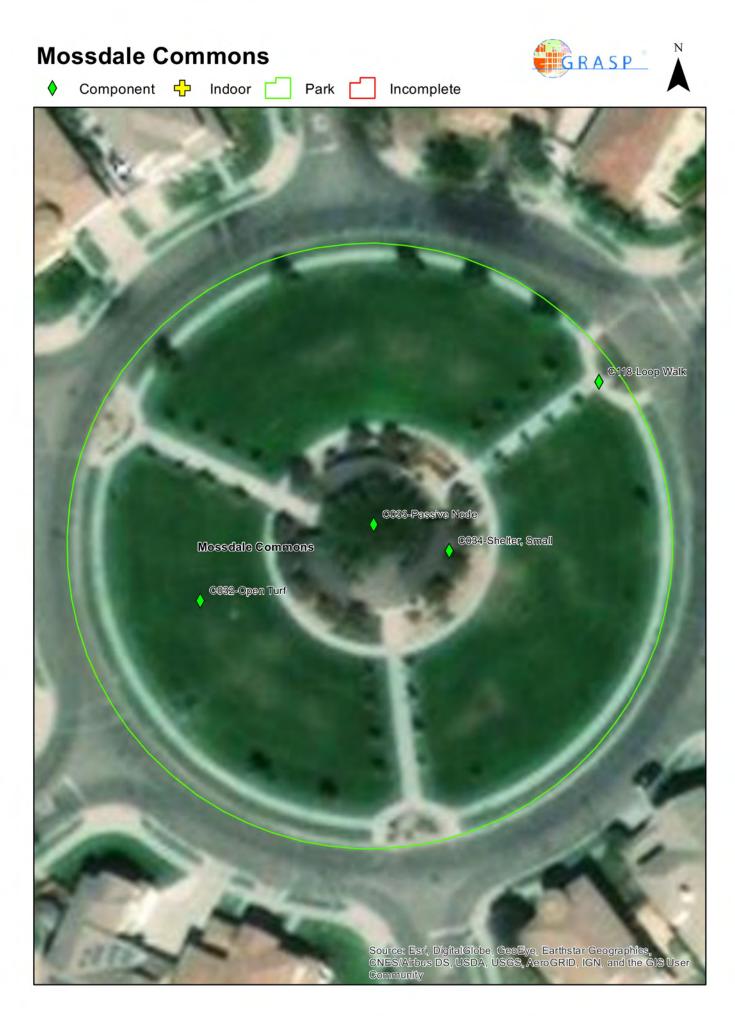


Initial Inventory Date:		12/11/2019		
6 Total Neighborhood		Total Community Approximate P	ark Acreage:	1.0
GRASP® Score	6	GRASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	2	Trail Connection	0	
BBQ Grills	2	Park Access	2	1
Dog Pick-Up Station	2	Parking	0	
Security Lighting		Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	1	

# **General Comments**

Nonstandard picnic tables. Very passive park with meandering dirt path. Great trees. Not ADA accessible.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L009	PARCEL	1		2	2	
C042	Passive Node	1		2	2	Benches
C040	Loop Walk	1		1	1	Dirt path with irregularities. Needs refurbishment.



Initial Inventory Date: 12/11/2019								
24 Total Neighborhood		otal Community Approximate F	Park Acreage:	1.5				
CRASP® Score	33.0 _G	RASP® Score Owner		Lathrop				
Drinking Fountains	2	Shade	2	Design and Ambiance				
Seating	2	Trail Connection	0	o o				
BBQ Grills	0	Park Access	1	2				
Dog Pick-Up Station	2	Parking	0					
Security Lighting	0	Seasonal Plantings	0					
Bike Parking	0	<b>Ornamental Plantings</b>	2					
Restrooms	0	Picnic Tables	2					

# **General Comments**

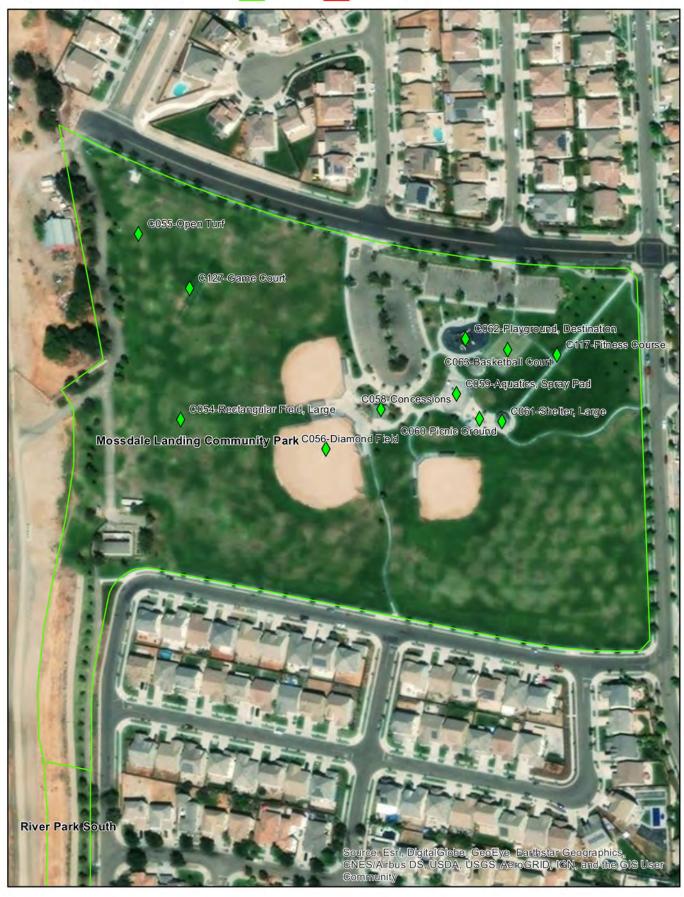
No parking and access difficult. Passive park

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L007	PARCEL	1		2	2	
C118	Loop Walk	1		2	2	
C034	Shelter, Small	3		2	2	
C033	Passive Node	1		2	2	
C032	Open Turf	1		2	2	

# Mossdale Landing Community Park



♦ Component 🕂 Indoor 📩 Park 📩 Incomplete



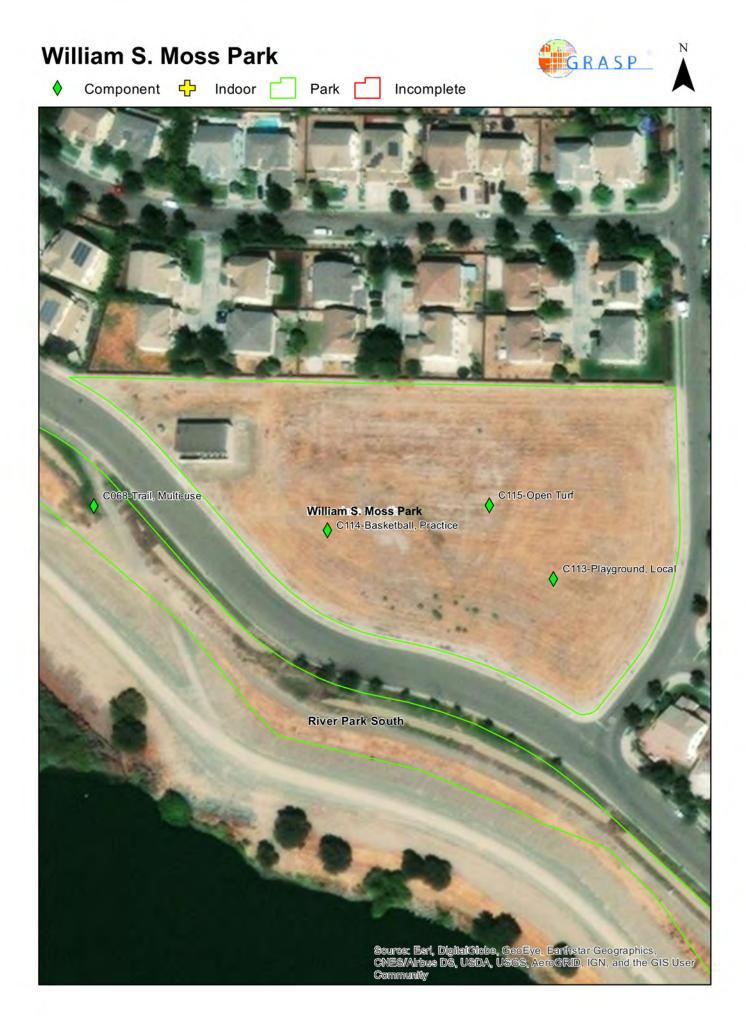
## Mossdale Landing Community Park

Initial Inventory Date:		12/11/2019			
Total Neighborhood		Total Community	Approximate P	ark Acreage:	20.4
62.4 GRASP® Score	78	GRASP® Score	Owner		Lathrop
Drinking Fountains	2	Shade		2	Design and Ambiance
Seating	2	Trail Cor	nection	2	2
BBQ Grills	2	Park Acc	ess	2	2
Dog Pick-Up Station	2	Parking		2	
Security Lighting	2	Seasona	l Plantings	0	
Bike Parking	2	Ornamer	ntal Plantings	2	
Restrooms	2	Picnic Ta	ables	2	

**General Comments** 

Two different styles of picnic table.

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L012	PARCEL	1		2	2	
C127	Game Court	1		2	2	Cricket Pitch
C117	Fitness Course	1		2	2	
C063	Basketball Court	1		2	2	
C062	Playground, Destination	1		2	2	On PIP
C061	Shelter, Large	2		2	2	
C060	Picnic Ground	1		2	2	8 tables, two styles.
C059	Aquatics, Spray Pad	1		2	2	
C058	Concessions	1		2	2	
C056	Diamond Field	3		2	2	Covered dugouts. No outfield fencing.
C055	Open Turf	1		2	2	
C054	Rectangular Field, Large	1		2	2	

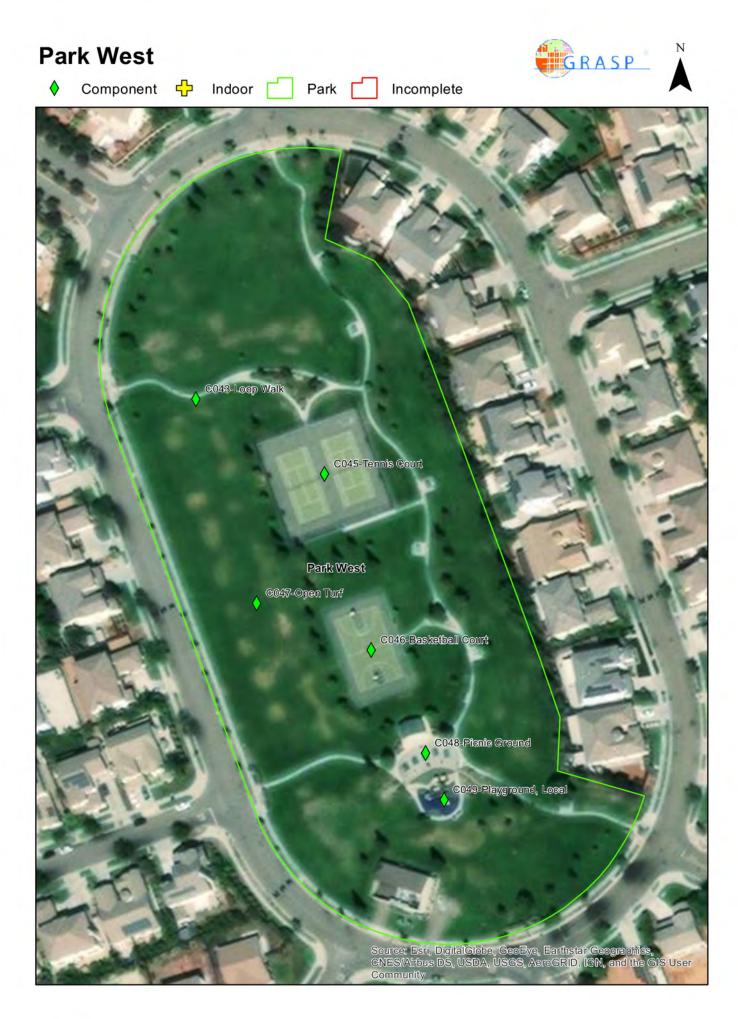


Initial Inventory Date: 12/11/2019							
	otar community	ark Acreage:	4.1				
17.0 G	RASP® Score Owner		Lathrop				
0	Shade	0	Design and Ambiance				
0	Trail Connection	0	2				
0	Park Access	0	2				
0	Parking	0					
0	Seasonal Plantings	0					
0	Ornamental Plantings	0					
0	Picnic Tables	0					
	<b>17.6</b> G	<b>17.6</b> Total Community GRASP® ScoreApproximate P0ShadeOwner0ShadeO0Trail Connection0Park Access0Parking0Seasonal Plantings0Ornamental Plantings	Total Community GRASP® ScoreApproximate Park Acreage: Owner0Shade00Trail Connection00Park Access00Parking00Seasonal Plantings00Ornamental Plantings0				

#### **General Comments**

Under construction at time of inventory

						Components with S
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L026	PARCEL	1		2	2	
C115	Open Turf	1		2	2	Planned and funded
C114	Basketball, Practice	1		2	2	Planned and funded
C113	Playground, Local	1		2	2	Planned and funded



## Park West

Initial Inventory Date: 12/11/2019								
Total Neighborhood	20.4	Total Community Approximate F	Park Acreage:	6.8				
33.6 GRASP® Score	38.4	GRASP® Score Owner		Lathrop				
Drinking Fountains	2	Shade	0	Design and Ambiance				
Seating	2	Trail Connection	0	g				
BBQ Grills	2	Park Access	2	2				
Dog Pick-Up Station	2	Parking	0					
Security Lighting	2	Seasonal Plantings	2					
Bike Parking	2	<b>Ornamental Plantings</b>	2					
Restrooms	2	Picnic Tables	2					

No shade

**General Comments** 

					Components with Score
MAPID	Component	Quantity Ligh	nts Neighborhood Score	Community Score	Comments
L010	PARCEL	1	2	2	
C049	Playground, Local	1	2	2	On PIP. Green equipment is holding up well.
C048	Picnic Ground	1	2	2	11 tables
C047	Open Turf	1	2	2	
C046	Basketball Court	1	2	2	Newly painted. Big crack in surface.
C045	Tennis Court	2	2	2	
C043	Loop Walk	1	2	2	



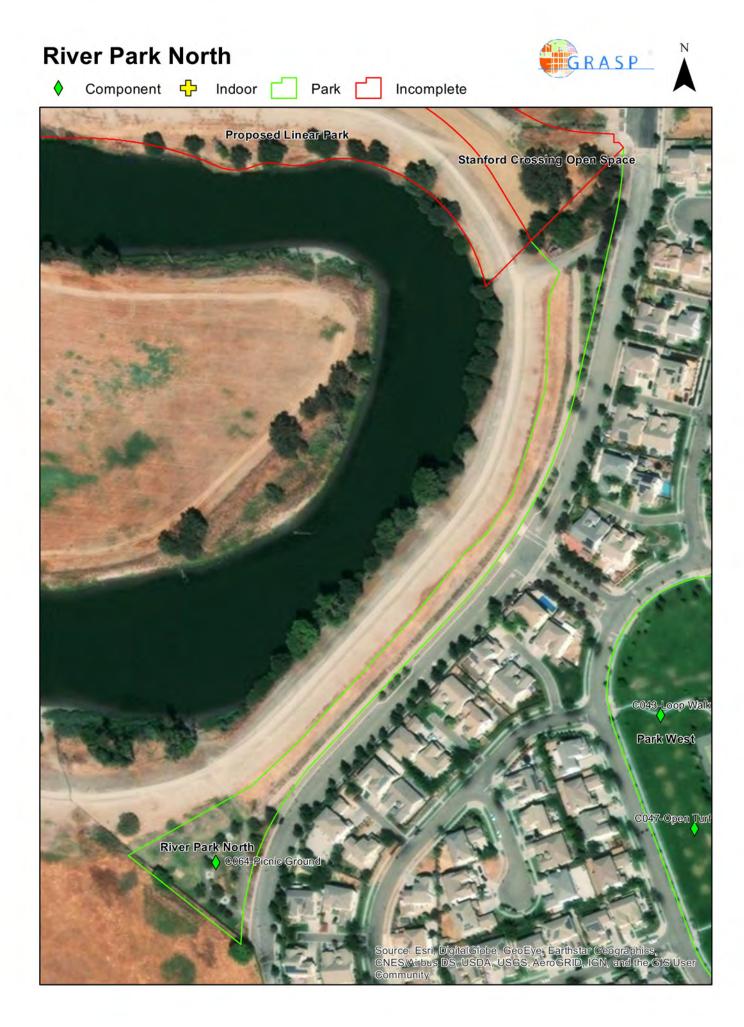
## **Reflections Park**

Initial Inventory Date	e: 12	2/11/2019		
24 Total Neighborhood	24	Total Community Approximate P	ark Acreage:	5.2
GRASP® Score	24	GRASP® Score Owner	RASP® Score Owner	
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	2	Trail Connection	0	2
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Plantings	2	
Restrooms	0	Picnic Tables	1	

**General Comments** 

Newly built, incomplete

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L028	PARCEL	1		2	2	
C128	Basketball Court	1		2	2	
C126	Open Turf	1		2	2	
C125	Volleyball Court	1		2	2	
C124	Playground, Local	1		2	2	



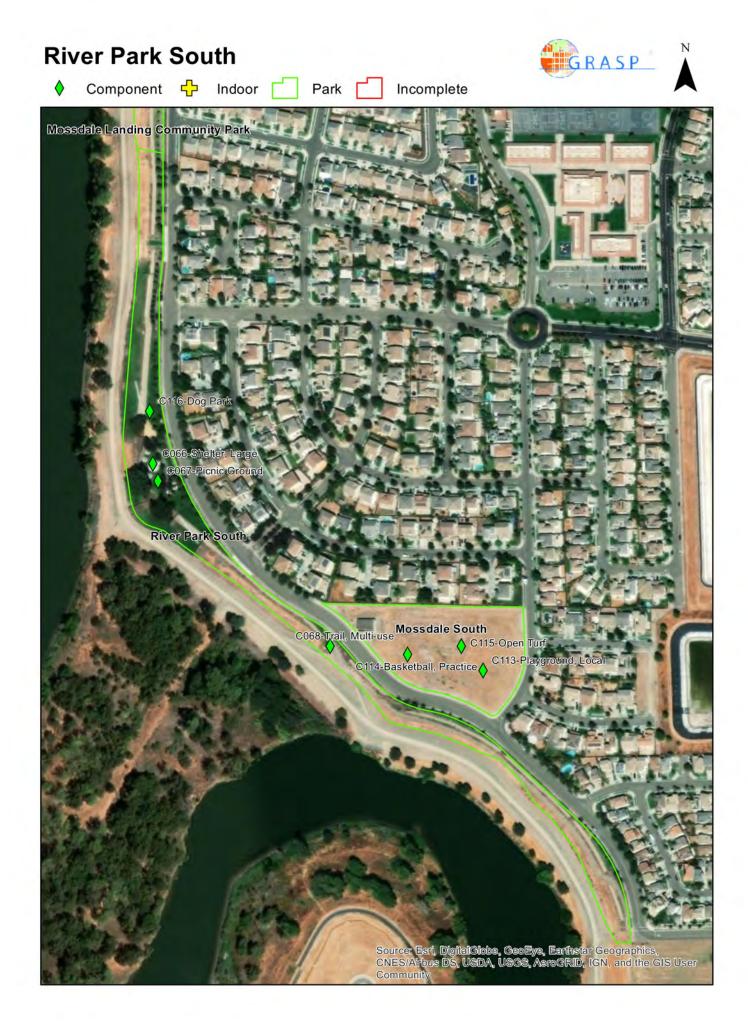
#### **River Park North**

Initial Inventory Date	e: 1	2/11/2019		
<b>3.6</b> Total Neighborhood	3.6	Total Community	Park Acreage:	3.2
GRASP® Score	5.0	GRASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	2	4
BBQ Grills	2	Park Access	2	1
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	

**General Comments** 

Minimally developed. Lacks ornamentals and amenities.

					Components with Score
MAPID	Component	Quantity Light	s Neighborhood Score	Community Score	Comments
L013	PARCEL	1	2	2	
C064	Picnic Ground	1	1	1	6 tables. Under developed.



#### **River Park South**

Initial Inventory Date	e: 1	2/11/2019		
24 Total Neighborhood	24	Total Community Approximate F	Park Acreage:	7.4
GRASP® Score	24	GRASP® Score Owner	RASP® Score Owner	
Drinking Fountains	2	Shade	2	Design and Ambiance
Seating	2	Trail Connection	2	2
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	2	Ornamental Plantings	2	
Restrooms	2	Picnic Tables	2	

#### **General Comments**

Good use of this land

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L014	PARCEL	1		2	2	
C116	Dog Park	1		2	2	
C068	Trail, Multi-use	1		2	2	
C067	Picnic Ground	1		2	2	9 tables
C066	Shelter, Large	1		2	2	



#### **Somerston Park**

Initial Inventory Date: 12/11/2019								
28.8 Total Neighborhood GRASP® Score	28.8	Total Community GRASP® Score	ark Acreage:	2.0				
GRASP® Score		Owner		Lathrop				
Drinking Fountains	2	Shade	0	Design and Ambiance				
Seating	2	Trail Connection	0	2				
BBQ Grills	0	Park Access	2	2				
Dog Pick-Up Station	2	Parking	0					
Security Lighting	0	Seasonal Plantings	0					
Bike Parking	0	Ornamental Plantings	2					
Restrooms	0	Picnic Tables	2					

## General Comments

Lacks shade.

					Components with Score
MAPID	Component	Quantity Ligh	ts Neighborhood Score	Community Score	Comments
L022	PARCEL	1	2	2	
C093	Rectangular Field, Large	1	2	2	Hill in field
C092	Playground, Local	1	2	2	New equipment on EWF
C091	Loop Walk	1	2	2	
C090	Open Turf	1	2	2	
C089	Water Access, Developed	1	2	2	

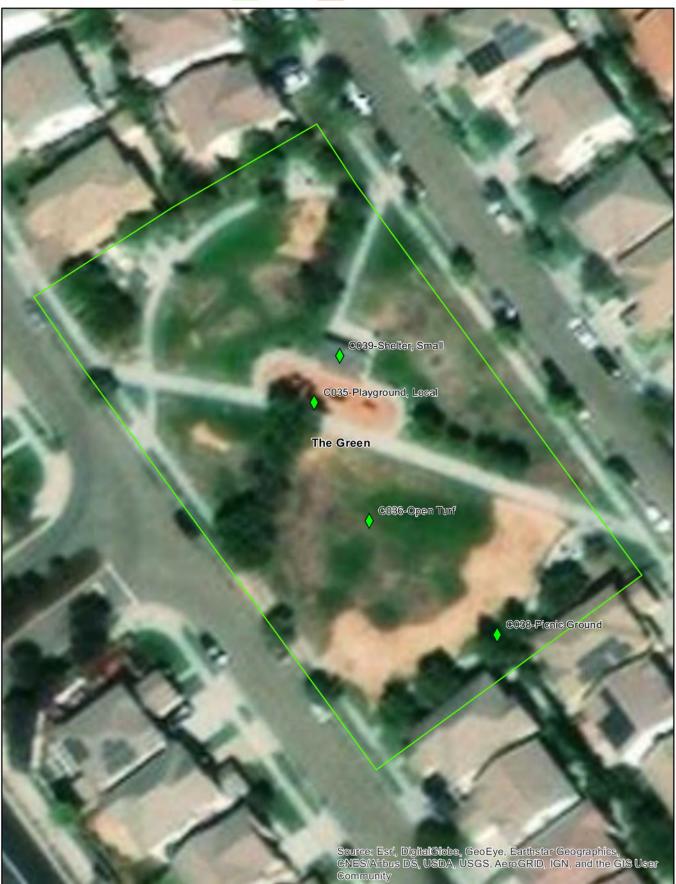


Initial Inventory Date: 12/11/2019									
		otal Community Approximate F	Park Acreage:	2.1					
19.2 GRASP® Score		GRASP® Score Owner		Lathrop					
Drinking Fountains	2	Shade	1	Design and Ambiance					
Seating	2	Trail Connection	0	2					
BBQ Grills	2	Park Access	2	2					
Dog Pick-Up Station	2	Parking	0						
Security Lighting	0	Seasonal Plantings	2						
Bike Parking	0	<b>Ornamental Plantings</b>	3						
Restrooms	0	Picnic Tables	2						
				General Comments					

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L021	PARCEL	1		2	2	
C107	Garden, Display	1		2	2	
C088	Picnic Ground	1		2	2	
C087	Open Turf	1		2	2	

## 





Incomplete

## The Green

Total Neighborhood GRASP® ScoreTotal Community GRASP® ScoreApproximate Park Acreage:1.0Total Neighborhood GRASP® ScoreTotal Community GRASP® ScoreApproximate Park Acreage:1.0Drinking Fountains2Shade2Design and AmbianceSeating2Trail Connection01BBQ Grills2Park Access21Dog Pick-Up Station2Parking01Bike Parking0Ornamental Plantings21	Initial Inventory	Date: 12/	11/2019		
Drinking Fountains2Shade2Design and AmbianceSeating2Trail Connection01BBQ Grills2Park Access21Dog Pick-Up Station2Parking01Security Lighting0Seasonal Plantings01			dar community	e Park Acreage:	1.0
Seating2Trail Connection0Design and AmbianceSeating2Trail Connection01BBQ Grills2Park Access21Dog Pick-Up Station2Parking0Security Lighting0Seasonal Plantings0	GRASP® Score	7. <b>2</b> G			Lathrop
Seating2Trail Connection0Design and AmbianceSeating2Trail Connection01BBQ Grills2Park Access21Dog Pick-Up Station2Parking0Security Lighting0Seasonal Plantings0					
Seating2Trail Connection01BBQ Grills2Park Access21Dog Pick-Up Station2Parking01Security Lighting0Seasonal Plantings0	Drinking Fountains	2	Shade	2	Design and Ambiance
Dog Pick-Up Station2Parking0Security Lighting0Seasonal Plantings0	Seating	2	Trail Connection	0	1
Security Lighting ⁰ Seasonal Plantings ⁰	BBQ Grills	2	Park Access	2	1
County Lighting	Dog Pick-Up Statio	n 2	Parking	0	
Bike Parking ⁰ Ornamental Plantings ²	Security Lighting	0	Seasonal Plantings	0	
	Bike Parking	0	Ornamental Plantings	s 2	
Restrooms   0   Picnic Tables   1	Restrooms	0	Picnic Tables	1	

**General Comments** 

Park is not to the system standard. Turf struggling, playground tiny, fewer ornamentals.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L008	PARCEL	1		2	2	
C039	Shelter, Small	1		1	1	Non standard shelter.
C038	Picnic Ground	1		1	1	Four tables with bbqs and trash cans.
C036	Open Turf	1		1	1	Low turf quality
C035	Playground, Local	1		1	1	Very minimal

#### 737



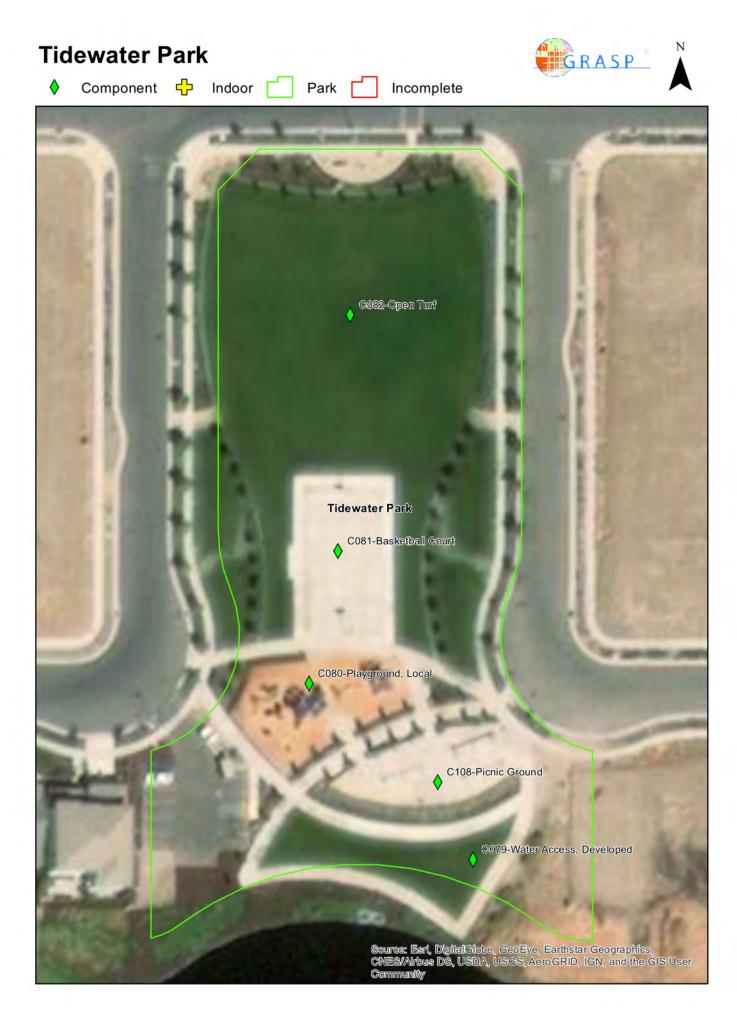
## Thomsen Park

Initial Inventory Dat	<b>e:</b> 1:	2/11/2019		
Total Neighborhood		Total Community Approximate P	ark Acreage:	0.8
4.4 GRASP® Score	4.4	GRASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	0	1
BBQ Grills	0	Park Access	2	1
Dog Pick-Up Station	2	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	2	
Restrooms	0	Picnic Tables	2	

**General Comments** 

Open turf storm detention pond

					Components with Score
MAPID	Component	Quantity Light	s Neighborhood Score	Community Score	Comments
L016	PARCEL	1	2	2	
C071	Open Turf	1	2	2	



## **Tidewater Park**

Initial Inventory Date: 12/11/2019									
Total Neighborhood	00 0 T	otal Community Approximate P	ark Acreage:	2.1					
28.8 GRASP® Score		GRASP® Score Owner		Lathrop					
Drinking Fountains	2	Shade	0	Design and Ambiance					
Seating	2	Trail Connection	0	° 2					
BBQ Grills	2	Park Access	2	2					
Dog Pick-Up Station	2	Parking	2						
Security Lighting	2	Seasonal Plantings	2						
Bike Parking	2	<b>Ornamental Plantings</b>	2						
Restrooms	0	Picnic Tables	2						

Lacks shade

**General Comments** 

-							
	MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
	L019	PARCEL	1		2	2	
	C108	Picnic Ground	1		2	2	
	C082	Open Turf	1		2	2	
	C081	Basketball Court	1		2	2	Needs striping.
	C080	Playground, Local	1		2	2	On EWF. Needs EWF fill.
	C079	Water Access, Developed	1		2	2	



Source: Esri, Digital Globe, GeolEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroCRID, ICN, and the GIS User Community

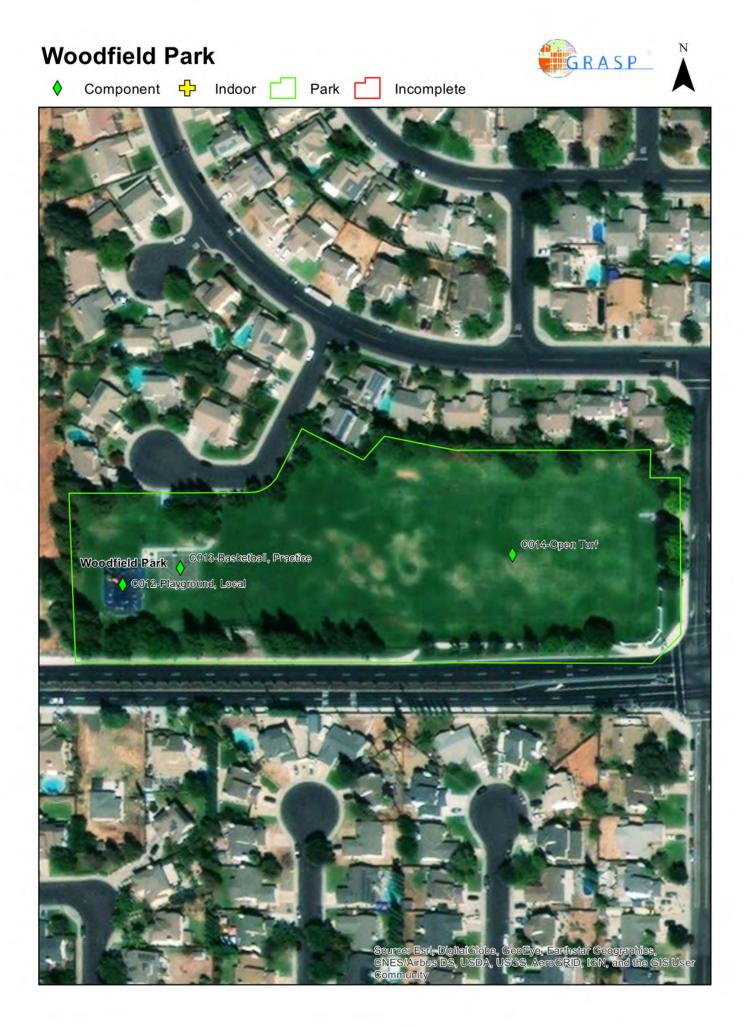
## Valverde Park

Initial Inventory Date: 12/11/2019									
62.4 Total Neighborhood	80.6	Total Community Approximate P	ark Acreage:	10.8					
GRASP® Score	00.0	GRASP® Score Owner		Lathrop					
Drinking Fountains	2	Shade	2	Design and Ambiance					
Seating	2	Trail Connection	0	2					
BBQ Grills	2	Park Access	2	2					
Dog Pick-Up Station	2	Parking	2						
Security Lighting	2	Seasonal Plantings	2						
Bike Parking	2	<b>Ornamental Plantings</b>	2						
Restrooms	2	Picnic Tables	2						

**General Comments** 

Diverse components and next to community and senior centers

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L004	PARCEL	1		2	2	
C105	Fitness Course	1		2	2	
C104	Horseshoe Court	2		2	2	Doesn't meet park standard
C103	Educational Experience	1		2	2	Veterans Memorial
C102	Game Court	1		2	2	Bocce ball
C023	Loop Walk	1		2	2	
C022	Basketball Court	3		2	2	
C021	Aquatics, Spray Pad	1		1	1	Minimal
C020	Event Space	1		2	2	
C019	Concessions	1		2	2	
C018	Playground, Destination	1		2	2	Many pieces on PIP. Sun faded. Near restroom and shelter.
C017	Shelter, Large	1		2	2	
C016	Diamond Field	2		1	1	Outfield turf problems. No outfield fencing.



## Woodfield Park

<b>Initial Inventory Date</b>	e: 12/	/11/2019		
<b>19.2</b> Total Neighborhood		otal Community Approximate P	ark Acreage:	5.5
19.2 GRASP® Score	19.2 G	RASP® Score Owner		Lathrop
Drinking Fountains	2	Shade	2	Design and Ambiance
Seating	2	Trail Connection	0	2
BBQ Grills	2	Park Access	2	2
Dog Pick-Up Station	2	Parking	0	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	Ornamental Plantings	2	
Restrooms	2	Picnic Tables	2	

**General Comments** 

Fenced in storm water detention basin. Poorly designed handicap parking.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L003	PARCEL	1		2	2	
C014	Open Turf	1		1	1	Storm water basin. Inconsistent turf condition
C013	Basketball, Practice	1		2	2	
C012	Playground, Local	1		3	3	Diverse newer equipment on PIP.

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# Lathrop, CA

Inventory Atlas March 2020

Alternative Providers/ Unfinished Parks





## **Community Park**

Initial Inventory Dat	<b>e:</b> 1	2/11/2019		
22 Total Neighborhood GRASP® Score	28.6	Total Community GRASP® Score	ark Acreage:	14.2
		Owner		Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	0	1
BBQ Grills	0	Park Access	0	1
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	0	
Restrooms	0	Picnic Tables	0	

**General Comments** 

Proposed park land. GIS boundary not true.

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L029	PARCEL	1		2	2	Descholl field, Dispand and
C145	Diamond Field	1		2	2	Baseball field. Planned and funded.
C144	Diamond Field	2		2	2	Little league baseball/ softball. Planned and funded.
C143	Diamond Field	1		2	2	T-ball field. Planned and funded.
C142	Batting Cage	2		2	2	Planned and funded.
C141	Concessions	1		2	2	Planned and funded.
C140	Shelter, Large	1		2	2	Planned and funded.
C139	Game Court	1		2	2	Interactive ball court. Planned and funded.
C138	Playground, Local	1		2	2	Planned and funded.
C137	Shelter, Small	2		2	2	Planned and funded.

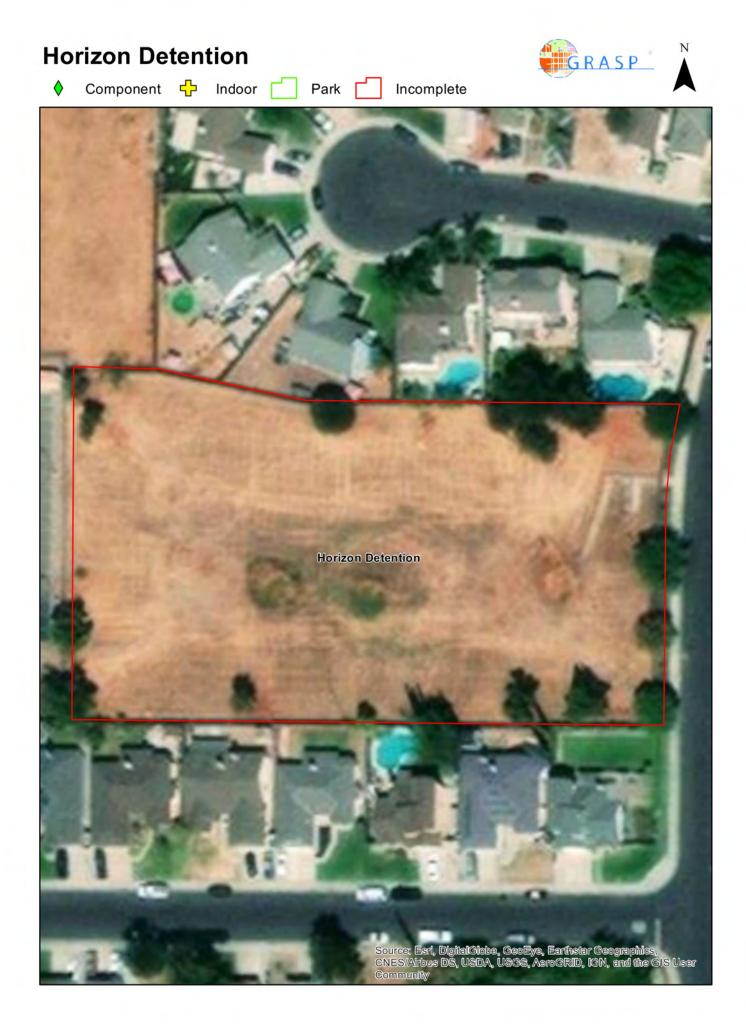


Initial Inventory Dat	t <b>e:</b> 12	/11/2019		
<b>9.6</b> Total Neighborhood		otal Community Approximate F	Park Acreage:	8.9
9.0 GRASP® Score	40.0	GRASP® Score Owner		San Juoquin County
Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	1	Trail Connection	2	1
BBQ Grills	2	Park Access	2	1
Dog Pick-Up Station	2	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	1	
Restrooms	2	Picnic Tables	1	

Restrooms have showers. Park generally run down.

General Comments

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L002	PARCEL	1		2	2	
C123	Picnic Ground	1		1	1	Very worn tables
C010	Horseshoe Court	2		1	1	Degraded
C009	Camping, Defined	26		1	1	Full hookups, tables, shade.
C008	Playground, Local	1		1	1	Aged and minimal
C007	Water Access, Developed	1		2	2	



## **Horizon Detention**

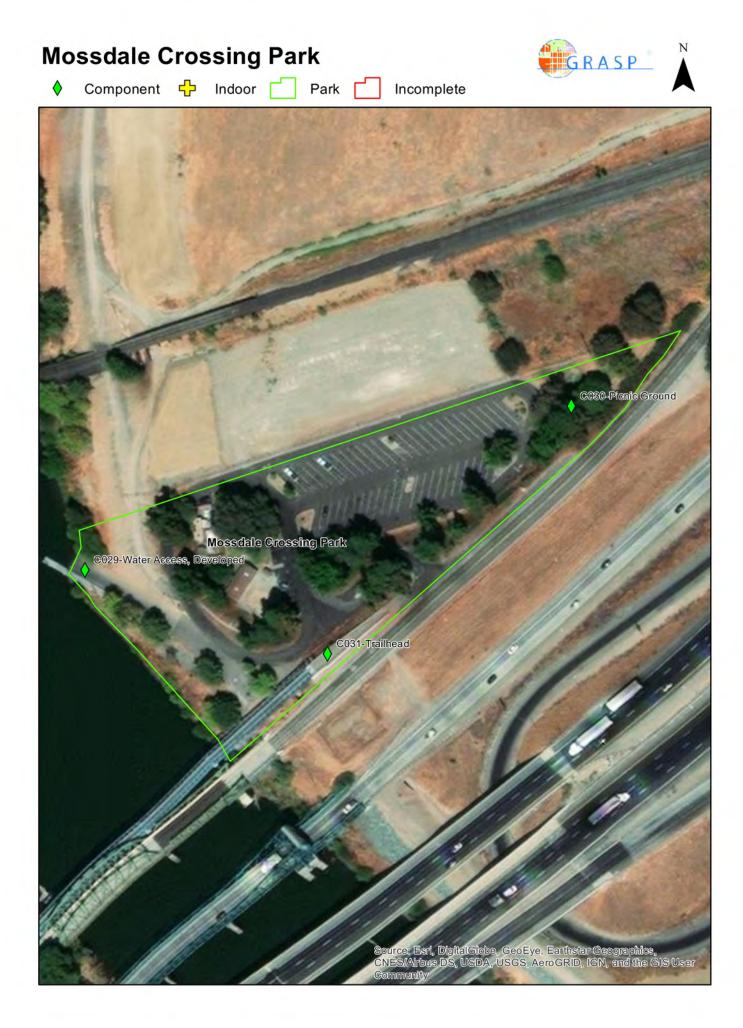
Initial Inventory Dat	<b>e:</b> 12	/11/2019	Park Aaroago:	1.9
0 Total Neighborhood GRASP® Score		GRASP® Score Owner	art Acreage.	Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	0	0
BBQ Grills	0	Park Access	0	Ŭ
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Plantings ⁰		
Restrooms	0	Picnic Tables	0	
				General Comments

Undeveloped drainage basin. Was formerly a park.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L031	PARCEL	1		2	2	



				P	ossible SkatePark Parcel
Initial Inventory Date:	12	/11/2019			
0 Total Neighborhood		Total Community	Approximate Pa	rk Acreage:	2.0
GRASP® Score	U G	GRASP® Score	Owner		Lathrop
Drinking Fountains	0	Shade		0	Design and Ambiance
Seating	0	Trail Con	nection	0	0
BBQ Grills	0	Park Acc	ess	0	U
Dog Pick-Up Station	0	Parking		0	
Security Lighting	0	Seasona	l Plantings	0	
Bike Parking	0	Ornamer	ntal Plantings	0	
Restrooms	0	Picnic Ta	ables	0	
					<b>General Comments</b>
Park is undeveloped					
					Components with Score
MAPID Component	Qua	antity Lights	Neighborhood Score 2	Community Score 2	Comments

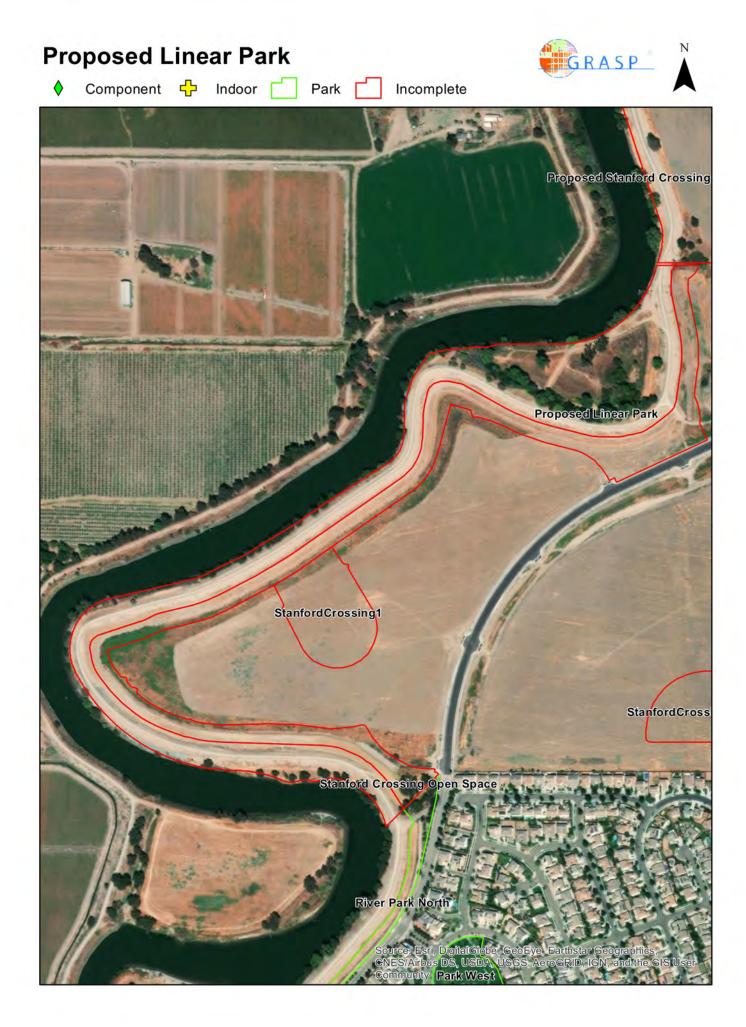


Initial Inventory Dat	e: 12	/11/2019		
Total Neighborhood		Total Community Approximate P	ark Acreage:	4.0
8.4 GRASP® Score		GRASP® Score Owner		San Juoquin County
Drinking Fountains	0	Shade	2	Design and Ambiance
Seating	2	Trail Connection	2	
BBQ Grills	2	Park Access	2	1
Dog Pick-Up Station	2	Parking	2	
Security Lighting	2	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	2	
Restrooms	2	Picnic Tables	1	

#### **General Comments**

Water access point and parking

_							
							Components with Score
	MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
	L006	PARCEL	1		2	2	
	C031	Trailhead	1		2	2	
	C030	Picnic Ground	1		1	1	Tables broken and worn down.
	C029	Water Access, Developed	1		2	2	



				Proposed Linear Park
Initial Inventory Dat	: <b>e:</b> 1	2/11/2019		
2.2 Total Neighborhood	2.2	Total Community Approximate P	ark Acreage:	26.7
C.C GRASP® Score	2.2	GRASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	0	1
BBQ Grills	0	Park Access	0	1
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	Ornamental Plantings	0	
Restrooms	0	Picnic Tables	0	
				General Comments
Park is undeveloped				
				Components with Score
	-	Neighborhood	d Community	•

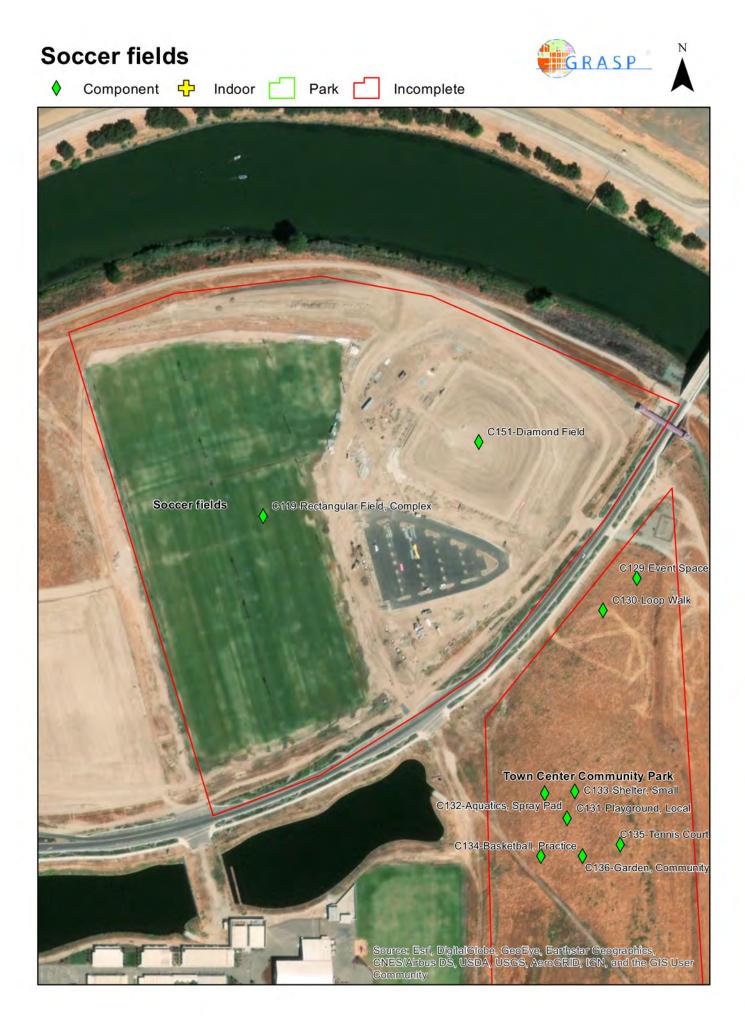
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L036	PARCEL	1		2	2	



#### **Proposed Stanford Crossing Community Park** 12/11/2019 **Initial Inventory Date:** Approximate Park Acreage: 38.9 Total Community Total Neighborhood 2.2 2.2 GRASP® Score GRASP® Score Lathrop Owner 0 0 **Drinking Fountains** Shade **Design and Ambiance** 0 **Trail Connection** 0 Seating 1 0 0 **BBQ** Grills Park Access 0 0 Dog Pick-Up Station Parking 0 0 Security Lighting Seasonal Plantings 0 **Ornamental Plantings Bike Parking** 0 0 0 **Picnic Tables** Restrooms **General Comments**

Park is undeveloped, planned, but not funded.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L038	PARCEL	1		2	2	



### Soccer fields

	2/11/2019		
11	Total Community	ark Acreage:	38.8
	GRASP® Score Owner		Private
0	Shade	0	Design and Ambiance
0	Trail Connection	0	
0	Park Access	0	1
0	Parking	0	
0	Seasonal Plantings	0	
0	<b>Ornamental Plantings</b>	0	
0	Picnic Tables	0	
	0 0 0 0	Image: Second Score GRASP® Score Owner       0     Shade       0     Trail Connection       0     Park Access       0     Parking       0     Seasonal Plantings       0     Ornamental Plantings	GRASP® Score       Owner         0       Shade       0         0       Trail Connection       0         0       Park Access       0         0       Parking       0         0       Seasonal Plantings       0         0       Ornamental Plantings       0

#### **General Comments**

Large private sporting grounds . GIS boundary not true.

						Components with Score
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L027	PARCEL	1		2	2	
C151	Diamond Field	1	Y	0	3	Large established stadium
C119	Rectangular Field, Complex	1		2	2	



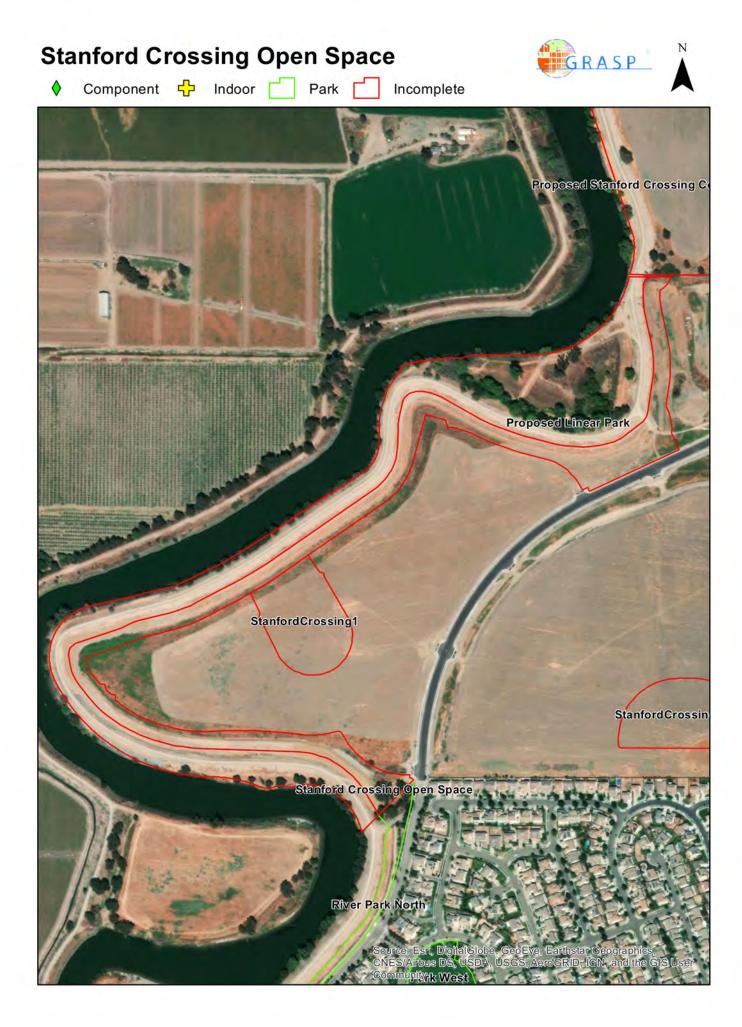
## Stanford Crossing Basin Park

13.2       Total Neighborhood GRASP® Score       Total Community GRASP® Score       Approximate Park Acreage: Owner         Drinking Fountains       0       Shade       0       Design and	4.1
13.2     GRASP® Score     13.2     GRASP® Score       Drinking Fountains     0     Shade     0   Design and	
Difficulture Design and	Lathrop
Diriking Foundation Design and	
· · · · · · · · · · · · · · · · · · ·	Ambiance
Seating 0 Trail Connection 0	1
BBQ Grills ⁰ Park Access ⁰	1
Dog Pick-Up Station ⁰ Parking ⁰	
Security Lighting ⁰ Seasonal Plantings ⁰	
Bike Parking 0 Ornamental Plantings 0	
Restrooms   0   Picnic Tables   0	

Park is undeveloped

General Comments

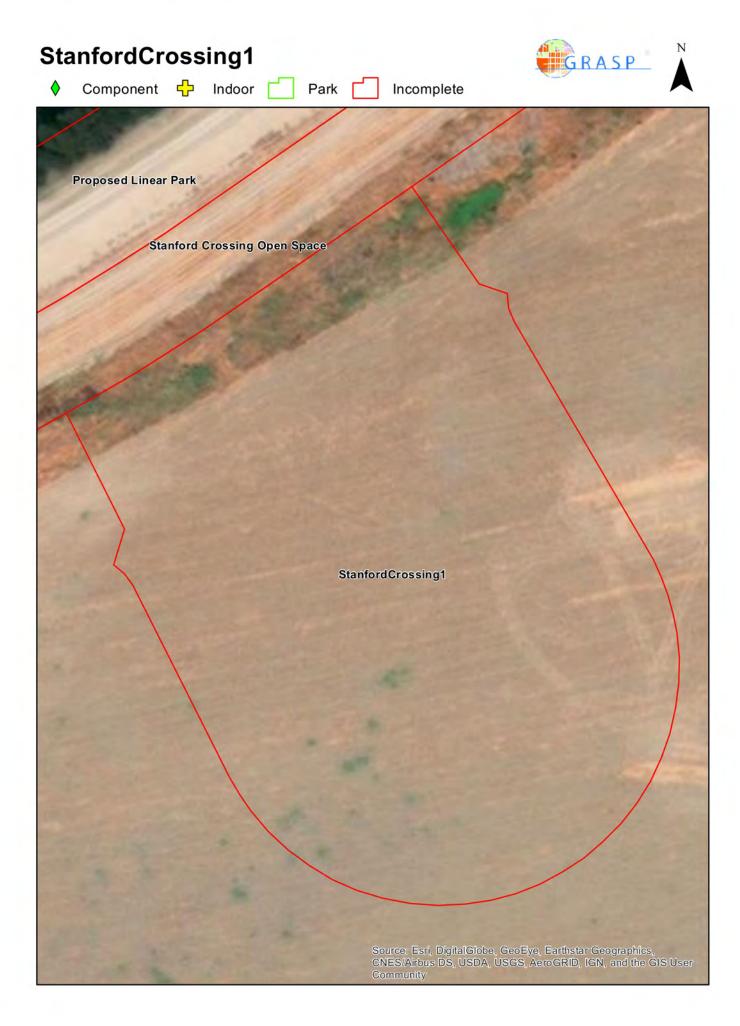
MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L035	PARCEL	1		2	2	
C150	Game Court	1		2	2	Planned and funded
C149	Picnic Ground	1		2	2	Planned and funded
C148	Playground, Local	1		2	2	Planned and funded
C147	Rectangular Field, Large	1		2	2	Planned and funded
C146	Diamond Field, Practice	1		2	2	Planned and funded



### Stanford Crossing Open Space

Initial Inventory Da	te: 12/	/11/2019		
2.2 Total Neighborhood		otal Community Approximate P	ark Acreage:	16.4
GRASP® Score	<b>2.2</b> G	RASP® Score Owner		Lathrop
Drinking Fountains	0	Shade	0	Design and Ambiance
Seating	0	Trail Connection	0	1
BBQ Grills	0	Park Access	0	1
Dog Pick-Up Station	0	Parking	0	
Security Lighting	0	Seasonal Plantings	0	
Bike Parking	0	<b>Ornamental Plantings</b>	0	
Restrooms	0	Picnic Tables	0	
				General Comments
Park is undeveloped				
				Components with Score

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L037	PARCEL	1		2	2	



#### StanfordCrossing1 12/11/2019 **Initial Inventory Date:** Approximate Park Acreage: 5.0 Total Community Total Neighborhood 2.2 2.2 GRASP® Score GRASP® Score Lathrop Owner 0 0 **Drinking Fountains** Shade **Design and Ambiance** 0 **Trail Connection** 0 Seating 1 0 0 **BBQ** Grills Park Access 0 0 Dog Pick-Up Station Parking 0 0 Security Lighting Seasonal Plantings 0 **Bike Parking Ornamental Plantings** 0 0 0 **Picnic Tables** Restrooms **General Comments** Park is undeveloped **Components with Score** Mainh . - -.:4.

MAPID	Component	Quantity	Lights	Neighborhood Score	Score	Comments
L032	PARCEL	1		2	2	



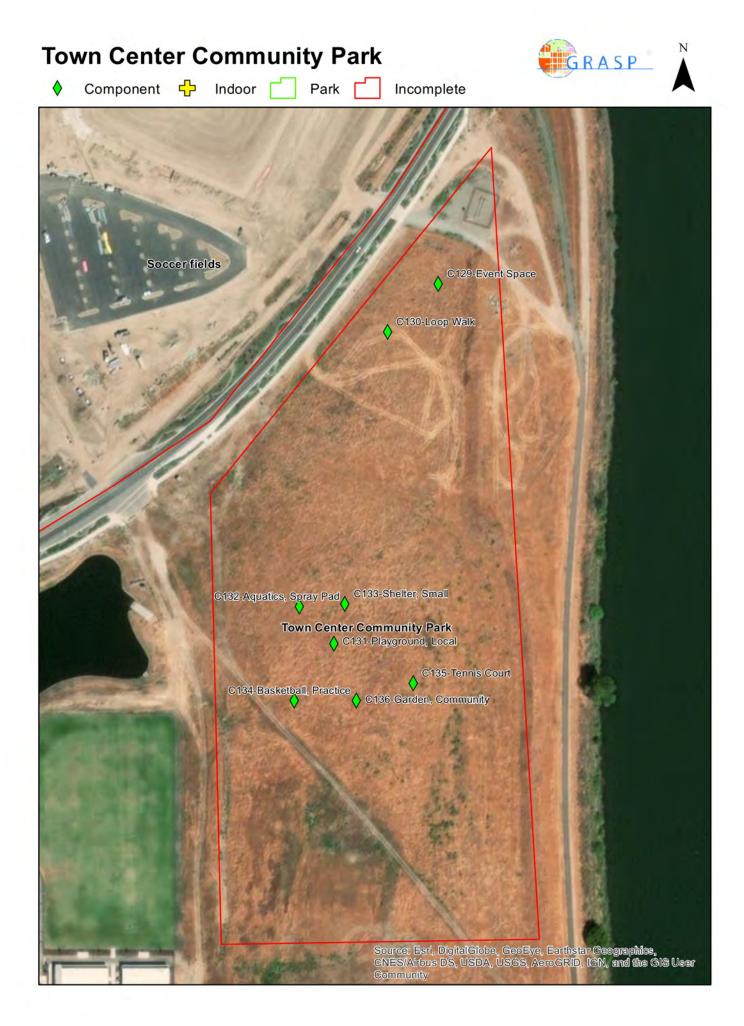
#### StanfordCrossing2 12/11/2019 **Initial Inventory Date:** Approximate Park Acreage: 4.5 Total Community Total Neighborhood 2.2 2.2 GRASP® Score GRASP® Score Lathrop Owner 0 0 **Drinking Fountains** Shade **Design and Ambiance** 0 **Trail Connection** 0 Seating 1 0 0 **BBQ** Grills Park Access 0 0 Dog Pick-Up Station Parking 0 0 Security Lighting Seasonal Plantings 0 **Bike Parking Ornamental Plantings** 0 0 0 **Picnic Tables** Restrooms **General Comments** Park is undeveloped **Components with Score**

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L033	PARCEL	1		2	2	



#### StanfordCrossing3 12/11/2019 **Initial Inventory Date:** Approximate Park Acreage: 5.1 Total Community Total Neighborhood 2.2 2.2 GRASP® Score GRASP® Score Lathrop Owner 0 0 **Drinking Fountains** Shade **Design and Ambiance** 0 **Trail Connection** 0 Seating 1 0 0 **BBQ** Grills Park Access 0 0 Dog Pick-Up Station Parking 0 0 Security Lighting Seasonal Plantings 0 **Bike Parking Ornamental Plantings** 0 0 0 **Picnic Tables** Restrooms **General Comments** Park is undeveloped **Components with Score** . . _

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L034	PARCEL	1		2	2	



## Town Center Community Park

Initial Inventory Dat	<b>e:</b> 1	2/11/2019	Approximate Pa	rk Acroago:	16.5
<b>19.8</b> Total Neighborhood GRASP® Score	28.6	Total Community GRASP® Score		ik Acleage.	
			Owner		Lathrop
Drinking Fountains	0	Shade		0	Design and Ambiance
Seating	0	Trail Con	nection	0	1
BBQ Grills	0	Park Acc	ess	0	,
Dog Pick-Up Station	0	Parking		0	
Security Lighting	0	Seasona	l Plantings	0	
Bike Parking	0	Ornamer	ntal Plantings	0	
Restrooms	0	Picnic Ta	ables	0	

**General Comments** 

Proposed park land .GIS boundary not true.

MAPID	Component	Quantity	Lights	Neighborhood Score	Community Score	Comments
L030	PARCEL	1		2	2	
C136	Garden, Community	1		2	2	Planned and funded.
C135	Tennis Court	2		2	2	Planned and funded.
C134	Basketball, Practice	4		2	2	Half court, Planned and funded.
C133	Shelter, Small	1		2	2	Planned and funded.
C132	Aquatics, Spray Pad	1		2	2	Planned and funded.
C131	Playground, Local	1		2	2	Planned and funded.
C130	Loop Walk	1		2	2	Planned and funded.
C129	Event Space	1		2	2	Amphitheater.Planned and funded.

# Lathrop, CA

Inventory Atlas March 2020

# **Indoor Facilities**



## **GRASP®** Indoor Component List

GRASP® Indoor	Deficition					
Component Type	Definition					
Arts and Crafts	A room with non-carpeted floor, built-in storage for materials, and a sink. Often adjacent					
	to a kiln room.					
Auditorium/Theater	A large room designed specifically as a performance/lecture space that includes a built-in					
	stage, seating, and can accommodate stage lighting and sound amplification.					
Childcare/Preschool	A room or space with built in secure entry and cabinets, a small toilet, designated outdoor					
	play area, etc. Intended for short-term child watch or half or full day preschool use.					
Fitness/Dance	A room with resilient flooring and mirrors.					
Food - Counter Service	Staffed food service with commercial kitchen and no waiter services.					
Food - Full Service	Staffed food service with commercial kitchen and dining room with waiter services.					
Food - Vending	Non-staffed area with vending machines and/or self-service food options.					
Gallery/Exhibits	A space intended for display of art, interpretive information, or other type of exhibit.					
	Typically has adequate lighting, open wall space, and room for circulation.					
Sport Court	Active recreation space that can accommodate basketball, volleyball, or other indoor court					
	sports with one or more courts designated in quantity.					
Track, Indoor	Course with painted lanes, banked corners, resilient surface, and marked distances					
	suitable for exercise walking, jogging, or running.					
Kitchen - Kitchenette	Area for preparing, warming, or serving food.					
Kitchen - Commercial	Kitchen that meets local codes for commercial preparation food services.					
Lobby/Entryway	An area at the entry of a building intended for sitting and waiting or relaxing.					
Multi-purpose Room	A space that can host a variety of activities including events, classes, meetings, banquets,					
	medical or therapeutic uses, etc. Also includes rooms or areas designated or intended to					
	be used as game rooms, libraries, or lounges. Rooms may be dividable.					
Patio/outdoor seating	An outdoor space or seating area designed to be used exclusively in conjunction with an					
	indoor space and primarily accessed through an indoor space.					
Retail/Pro-shop	An area for retail sales of sporting equipment, gifts, etc. Typically has direct access from					
	outdoors and can be secured separately from the rest of a building or facility.					
Sauna/steam	A facility with built-in seating and a heat source intended for heat therapy. May be steam					
	or dry heat.					
Specialty Services	Any specialty services available at an indoor location.					
Specialty Training	Any specialty training available at an indoor location. Includes gymnastics and circuit					
	training.					
Weight/Cardio Equipment	A room or area with weight and cardio equipment, resilient or anti-bacterial flooring,					
	adequate ventilation and ceiling heights appropriate for high intensity workouts.					
Woodshop	A rooms with wood-working equipment that contains an adequate power supply and					
	ventilation.					

Note: Any component from the outdoor component list may be included as an indoor component

#### Inventory Date: 12/11/2019

#### Lathrop Community Center

8.4

Total Indoor GRASP® Score

				Modifiers with Scores
Site Access	2	Entry Desk	2	Design and Ambiance
Aesthetics	2	Office Space	1	
Entry	1	Overall Storage	2	
Entry Aesthetics	1	Restrooms	2	
Building Condition	2	Locker Rooms	0	

#### **General Comments**

Small center with gym and multipurpose room

Component	Quantity	Indoor Score	Comments
Patio/outdoor seating	1	2	Picnic area
Multi-purpose Room	1	1	Small class room
Sport Court	1	2	Gymnasium
Kitchen - Kitchenette	1	2	Food warming

#### Inventory Date: 12/11/2019

Lathrop	Generations	Center
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Total Indoor 24

rotal muoor				
GRASP® Score				

				Modifiers with Scores
Site Access	2	Entry Desk	2	Design and Ambiance
Aesthetics	2	Office Space	1	2
Entry	2	Overall Storage	2	-
Entry Aesthetics	2	Restrooms	2	
Building Condition	2	Locker Rooms	0	

**General Comments** 

Library and teen center

Component	Quantity	Indoor Score	Comments
Educational Experience	1	2	Public library with two study rooms
Food - Counter Service	1	2	Small packaged lunch service for students
Multi-purpose Room	3	2	Teen lounge, classroom, and shared computer lab.

#### Inventory Date: 12/11/2019

#### Lathrop Senior Center

13.2 GR

Total Indoor GRASP® Score

				Modifiers with Scores
Site Access	2	Entry Desk	2	Design and Ambiance
Aesthetics	1	Office Space	1	1
Entry	1	Overall Storage	2	
Entry Aesthetics	1	Restrooms	2	
Building Condition	1	Locker Rooms	0	

#### **General Comments**

Dated modular building with multipurpose rooms.

Component	Quantity	Indoor Score	Comments
Patio/outdoor seating	1	2	Picnic area
Kitchen - Commercial	1	2	Meal prep
Weight/cardio Equipment	1	1	Tiny side-room with two machines.
Multi-purpose Room	3	2	Dining room, Computer room, Game room,

#### CITY MANAGER'S REPORT DECEMBER 14, 2020 CITY COUNCIL REGULAR MEETING

#### ITEM: APPOINTMENT OF VICE MAYOR

#### **RECOMMENDATION:** Mayor to Appoint Vice Mayor for 2021

#### **BACKGROUND:**

Chapter I, Section F of the City Council Handbook of Rules and Procedures provides: "The Vice Mayor shall be appointed by the Mayor for a one-year term at the first meeting in December. If, in any year in which an election for Mayor of Council takes place, and the first meeting in December occurs prior to the certification of election results, then action under this section shall be delayed to the next meeting of the City Council, either regular or special."

Furthermore, as prescribed in the California Election Code 36801: The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore.

At this time, staff is requesting the appointment to be made by the Mayor.

#### FISCAL IMPACT:

None.

#### **ATTACHMENTS:**

None.

#### **APPROVALS:**

eresa Vargas Zity Clerk

Salvador Navarrete City Attorney

Stephen J. Salvatore City Manager

19/2020

Date

-2020

Date

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Date