

March 14, 2022 – City Council Regular Meeting – 7:00 p.m.



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

City Council

Sonny Dhaliwal, Mayor
Diane Lazard, Vice Mayor
Paul Akinjo
Minnie Diallo
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, Government Services
Director / City Clerk
Glenn Gebhardt, City Engineer
Tony Fernandes, Chief Information Officer
Cari James, Finance Director
Theresa Roland, Human Resources Director
Mark Meissner, Community Development
Director
Michael King, Public Works Director
Zachary Jones, Parks, Recreation and
Maintenance Services Director
Raymond Bechler, Chief of Police
(Commission Start Date 7/1/2022)
Lieutenant Michael Alagna, Acting 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.



MARCH 14, 2022 – Regular Meeting Agenda – 7:00 p.m.

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

Executive Order N-29-20, issued by the Governor on March 17, 2020, set provisions which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency, said provisions expired after September 30, 2021.

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. COVID-19 and social distancing guidelines will be enforced. As a courtesy, this meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1606642534?pwd=MnJ1d21GaWoxWG9kMDI4YnpCOWFhQT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Meeting Webinar ID: 160 664 2534 / Passcode: 487251
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

Addressing the Council

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

Citizen's Forum

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

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

General Information

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

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

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

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 14, 2022
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 5:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)

- 2 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Project: Louise / McKinley Ave Intersection Project, CIP PS 15-02
Property: 16490 McKinley Ave (APN: 198-100-09)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: 1694 McLouise, LLC
Under Negotiation: Price and Terms of Purchase

1.2.3 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager
Employee Organization: Service Employees International Union (SEIU) Local 1021

1.2.4 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager
Employee Organization: Lathrop Mid-Managers and Confidential Employees Association (LMCEA)

1.2.5 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager

Unrepresented Employees: Chief Information Officer, Chief of Police, City Engineer, Director of Community Development, Director of Finance, Director of Government Services / City Clerk, Director of Human Services, Director of Parks, Recreation and Maintenance Services, Director of Public Works, Human Resources Manager, and Unrepresented Public Safety: Commanders, Sergeants, and Police Officers

RECONVENE

1.2.6 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 LATHROP POLICE DEPARTMENT PROJECT UPDATE, CIP GG 21-11

2.2 MAYOR’S COMMITTEE REPORT(S)

- Parks, Recreation & Maintenance Services Update on Committee Events and Programs

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 Special Council Meeting of January 13, 2022 and Regular Council Meeting of February 14, 2022
- 4.3 DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL
Adopt Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal
- 4.4 ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021
Adopt Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2021 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development
- 4.5 APPROVE 2022 ONE VOICE TRIP PROJECT NOMINATIONS
Adopt Resolution Approving Staff Recommended Project Nominations for the 2022 San Joaquin One Voice Trip
- 4.6 APPROVE TASK ORDER NO. 27 WITH 4LEAF, INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES
Adopt Resolution Approving Task Order No. 27 to Provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.
- 4.7 AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CAPITAL IMPROVEMENT PROJECT GG 21-09 AND APPROVE RELATED BUDGET AMENDMENT
Adopt Resolution Awarding a Construction Contract to Amerine Systems Inc. for the City Hall Landscape Renovation, Capital Improvement Project (CIP) GG 21-09 and Approving Related Budget Amendment

RIVER ISLANDS CONSENT ITEM(S)

- 4.8 APPROVE JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT WITH BANTA UNIFIED SCHOOL DISTRICT
Adopt a Resolution Approving a Joint Use Agreement and Related Easement Agreement between the City of Lathrop and the Banta Unified School District
- 4.9 ACCEPT PUBLIC IMPROVEMENTS FOR TRACT 3833 VILLAGE "L" FROM RIVER ISLANDS DEVELOPMENT, LLC
Adopt Resolution Accepting Public Improvements for Tract 3833 Village "L" from River Islands Development, LLC

5. SCHEDULED ITEMS

- 5.1 OUT-OF-STATE APPROVAL FOR THE 2022 SAN JOAQUIN COUNTY ONE-VOICE TRIP
Adopt Resolution Authorizing Out-of-State Travel for up to Two Councilmembers and the City Manager to Attend the 2022 San Joaquin County One Voice Trip to Washington D.C. from May 8-12, 2022 and Approval of Related Budget Amendment
- 5.2 BIENNIAL BUDGET FISCAL YEAR (FY) 2021 – 2022 MID-YEAR REPORT (YEAR 1)
Adopt Resolution Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget Fiscal Year 2021-22 and Related Budget Augmentation Request
- 5.3 CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL DISPENSARY IN THE CITY OF LATHROP
Review Response Received and Consider Selecting the Proponent to Proceed to the Next Step in the Application Process to Establish a Commercial Cannabis Retail Dispensary in the City of Lathrop

6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER DIALLO REFERRAL - Discussion on American Rescue Plan Act Funding
- 6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Lazard/Diallo)*
 - *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)*
- *LAFCo (Diallo)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director/City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
THURSDAY, JANUARY 13, 2022, 5:30 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:37 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Lazard;
Councilmembers: Akinjo and Torres-O’Callaghan

Absent: Councilmember Diallo

1.3 PLEDGE OF ALLEGIANCE – Councilmember Akinjo led the pledge of allegiance.

2. SCHEDULED ITEMS

2.1 APPROVAL OF RESOLUTION OF INTENTION TO ESTABLISH THE PROPOSED “MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT”

City Manager Stephen Salvatore introduced guest speakers Executive Director Chris Elias with the San Joaquin Area Flood Control Agency (SJAFCA), and Project Consultant Seth Wurzel with Larsen Wurzel & Associates, Inc. City Manager Stephen Salvatore provided a summary of the item.

Executive Director Chris Elias and Project Consultant Seth Wurzel continued with the presentation, which included an overview of the SJAFCA Mosssdale Program, strategic plan priority actions related to Mosssdale Tract urban level of protection, Mosssdale Tract funding and proposed Mosssdale Tract Enhanced Infrastructure Financing District (EIFD), membership to the Public Financing Authority, and summary of actions requested of the City Council related to the EIFD formation process. Consultant Jaime Gomes, Economic & Planning Systems, provided more information related to the EIFD formation and financing plan. A question and answer period followed. Steve Dresser (in person speaker) commented on the matter and expressed support for the item. Lawrence Abbott (zoom speaker) commented on the matter, including future development, conservation of nature areas, and the formation of the proposed EIFD. City Manager Stephen Salvatore provided additional information related to the matter.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Lazard, the City Council adopted **Resolution 22-5019** of Intention establishing an Enhanced Infrastructure Financing District (EIFD) to finance the construction and/or acquisition of capital improvements, establishing a Public Financing Authority (PFA), appointing two (2) Lathrop Council Members and two (2) public members to the PFA and authorizing certain other actions related thereto, by the following roll call vote, unless otherwise indicated:

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

2.2 RECEIVE INFORMATION ON THE LATHROP POLICE DEPARTMENT VEHICLES AND PROVIDE FEEDBACK ON COLOR AND DESIGN

Incoming Chief of Police Raymond Bechler provided a brief presentation regarding the new Lathrop Police Department vehicles, a brief update on vehicles purchased, and the proposed off-white color scheme and design. A question and answer period ensued. The City Council received the information and provided consensus on the proposed color scheme and design.

3. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 6:32 p.m.



Teresa Vargas, MMC
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 14, 2022
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There was a Closed Session, which commenced at 5:34 p.m. The Regular Meeting reconvened at 7:07 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:34 p.m.

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)

- 3 Potential Case(s)

The following facts and circumstances known to plaintiff or plaintiffs regarding (Gov. Code § 54956.9(e)(2))

- Complaints by Councilmember Minnie Diallo Regarding Communications with City Manager Stephen J. Salvatore.

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: 7000 Michael Canlis Boulevard, French Camp, CA 95231
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 7:07 p.m.

1.2.3 REPORT FROM CLOSED SESSION

In terms of the following facts and circumstances known to plaintiff or plaintiffs regarding (Gov. Code § 54956.9(e)(2))

- Complaints by Councilmember Minnie Diallo Regarding Communications with City Manager Stephen J. Salvatore.

City's Contract Legal Counsel Michael Colantuono reported that the City Council did not take an action in Closed Session, which required to be reported.

In terms of the remaining items listed under Item 1.2, City Attorney Salvador Navarrete reported that direction was provided by the City Council; no other reportable action was taken.

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

Absent: Councilmember Akinjo.
- 1.4 INVOCATION – Pastor Don Britton, Grace Community Church, provided the invocation.
- 1.5 PLEDGE OF ALLEGIANCE – Pastor Don Britton led the pledge of allegiance.
- 1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER - None
- 1.7 INFORMATIONAL ITEM(S) – None
- 1.8 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING FEBRUARY AS BLACK HISTORY MONTH

Mayor Dhaliwal presented the Proclamation declaring February 2022 as Black History Month to Lathrop resident Morris Barrier (President of River Islands Riptide Football and Cheer Organization).

2.2 INTRODUCTION OF NEW EMPLOYEES

City Manager Stephen Salvatore introduced Director of Human Resources Theresa Roland. Chief of Police Raymond Bechler introduced Police Commanders Kyle Oki and Stephen Sealy.

2.3 LATHROP POLICE DEPARTMENT PROJECT UPDATE, CIP GG 21-11

City Consultant Dr. Merlin Switzer (Municipal Resource Consulting Group) and incoming City of Lathrop Chief of Police Raymond Bechler provided the presentation, which included an update on recruitments, equipment purchases, police vehicles, station modifications, property and evidence, joint City of Ripon and City of Lathrop dispatch center, and CLETS application status. City Manager Stephen Salvatore provided additional information.

3. CITIZEN'S FORUM

Michelle Maddon (in person speaker) inquired about the transition progress between the San Joaquin County Sheriff's Office and incoming Lathrop Police Department staff. Incoming Chief of Police Raymond Bechler responded.

4. CONSENT CALENDAR

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

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopted 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 January 10, 2022

4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-431 OF THE CITY OF LATHROP AMENDING VARIOUS SECTIONS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE, AND TITLE 10, VEHICLES AND TRAFFIC (TA-21-151)

Waived full reading and adopted **Ordinance 22-431** by title only to update various sections to the Lathrop Municipal Code to modernize, simplify, and streamline various sections of Title 17, Zoning Code, and Title 10, Vehicles and Traffic (TA-21-151).

4.4 TREASURER'S REPORT FOR DECEMBER 2021

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

Approved Quarterly Treasurer's Report for December 2021.

4.5 OPPOSE 2022 BALLOT INITIATIVE 21-0042A1 "THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"

Adopted **Resolution 22-5020** Opposing Initiative 21-0042A1 "The Taxpayer Protection and Government Accountability Act" State Ballot Measure Restricting Voters' Input and Local Taxing Authority.

- 4.6 APPROVE TASK ORDER NO. 26 WITH 4LEAF, INC. FOR STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION

Adopted **Resolution 22-5021** approving Task Order No. 26 with 4LEAF, Inc. for staff augmentation services in the Building Division pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.

- 4.7 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 271 LOTS IN TRACT 4105 WITHIN PHASE 1D OF THE CENTRAL LATHROP SPECIFIC PLAN

Adopted **Resolution 22-5022** approving Final Map for Tract 4105 within Phase 1D of the Central Lathrop Specific Plan, totaling 271 single-family lots and Subdivision Improvement Agreement with Lathrop Land Acquisition, LLC.

- 4.8 AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT PS 21-06 AND APPROVE RELATED BUDGET AMENDMENT

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

Adopted **Resolution 22-5023** awarding a Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road intersection improvements, Capital Improvement Project (CIP) PS 21-06, and approving related budget amendment.

- 4.9 AWARD CONSTRUCTION CONTRACT TO COMMERCIAL PUMP & MECHANICAL, INC. FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37 AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5024** awarding a Construction Contract to Commercial Pump & Mechanical, Inc. (CPM) for Well 10 testing, analysis and modifications, Capital Improvement Project (CIP) PW 22-37, and approve related budget amendment.

- 4.10 ACCEPT PUBLIC IMPROVEMENTS FOR STANFORD CROSSING PHASE 1B NEIGHBORHOOD PARK LOCATED IN CENTRAL LATHROP SPECIFIC PLAN AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2021-30

Adopted **Resolution 22-5025** accepting public improvements for Stanford Crossing Phase 1B Neighborhood Park located in Central Lathrop Specific Plan, and authorizing the release of bonds associated with Encroachment Permit No. 2021-30.

5. SCHEDULED ITEMS

5.1 REVIEW AND PROVIDE DIRECTION ON DESIGN OPTIONS FOR CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION

Parks, Recreation and Maintenance Services Director Zach Jones provided the presentation. A question and answer period followed.

On a motion by Vice Mayor Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council discussed the proposed design options for CIP PK 20-02 Milestone Manor Park revitalization project, and approved **Resolution 22-5026** approving Option 1 and the associated budget amendment, by the following roll call vote, unless otherwise indicated:

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2022/2023

Economic Development Administrator Shelley Burcham provided the presentation. A question and answer period followed the presentation. Public Works Director Michael King and Government Services Director / City Clerk Teresa Vargas provided additional information regarding the City's Informal Bidding Procedures.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

- Held a public hearing; and
- Adopted **Resolution 22-5027** approving the following recommended allocation of the CDBG and HOME Funds for FY 2022/2023 for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD), as amended by Council to include an allocation of the \$20,506 HOME Program funds to the Housing Rehabilitation Loan Program and \$10,000 to the GAP Loan Program for down payment assistance:

<u>Public Service Organizations</u>	<u>Allocations</u>
San Joaquin Fair Housing	\$ 1,250.00
Give Every Child a Chance (GECAC)	\$5,500.00
Emergency Food Bank of Stockton/San Joaquin	\$ 1,192.80
SJC Dept. of Aging (Meals on Wheel)	\$ 1,000.00
Lathrop Activity Assistance Program	\$ 5,000.00
Total Allocation (15% of \$92,952)	<u>\$13,942.80</u>

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

Paul Camarena (in person speaker) requested to comment on the matter after the Public Hearing closed.

5.3 APPROVE THE SELECTION PROCESS AND THE ISSUANCE OF A REQUEST FOR PROPOSALS, REVISED MERIT BASED SELECTION CRITERIA, AND APPEAL PROCEDURES FOR A COMMERCIAL CANNABIS DISPENSARY IN THE CITY OF LATHROP

Government Services Director / City Clerk Teresa Vargas announced public comment emails/letters submitted by Jennifer McGrath (Law Offices of Jennifer McGrath) and Corey Travis (Zen Garden Wellness); both dated February 14, 2022, regarding Item 5.3. City Attorney Salvador Navarrete provided the presentation. A question and answer period followed. Joseph Bennett (zoom speaker) commented on the matter, expressed concern with the proposed permit requirements. The question and answer period continued. City Attorney Salvador Navarrete provided additional information.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council discussed the matter and:

- Approved **Resolution 22-5028** approving a Cannabis Dispensary Selection Process and revised Merit-Based Selection Criteria, as amended to include language that would require applicants to have secured ownership or physical control over their proposed location, site plan, and floor plan in the RFP response and revised RFP deadline of March 8, 2022; and
- Approved **Resolution 22-5029** approving an Appeal Procedure and Applicable Rules for Commercial Cannabis Activities in the City of Lathrop.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL – Appointment of One (1) Member to the Measure C Oversight Committee, with Term Ending June 30, 2022, due to Unexpired Term Vacancy

- Three (3) Applications Received

Mayor Dhaliwal made the following appointment, with term ending June 30, 2022, due to unexpired term vacancy, plus one (1) additional full term of three (3) years:

Measure C Oversight Committee

Jim Hilson

Term Expires

June 30, 2025

On a motion by Councilmember Diallo, seconded by Vice Mayor Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

6.2 COUNCILMEMBER DIALLO REFERRAL – Amendment to the City Council Handbook of Rules and Regulations to Consider Changes to the City Council Regular Meeting Schedule

Councilmember Diallo provided an overview. The City Council discussed the matter. There was no consensus from the City Council to agendize the matter requested in the referral. Michelle Maddon (in person speaker) commented on the matter; expressed concern with meetings running late and requested staff look into ADA accessible play equipment for city parks.

6.3 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.4 MAYOR & COUNCILMEMBER COMMENT(S)
Councilmember Torres-O’Callaghan expressed appreciation to staff and thanked those in attendance. Councilmember Diallo thanks public safety staff and wished everyone a happy new year. Vice Mayor Lazard and Mayor Dhaliwal thanked those in attendance and wished everyone a good night.

7. ADJOURNMENT – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:04 p.m.



Teresa Vargas, MMC
 Government Services Director/ City Clerk

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**CITY MANAGER'S REPORT
MARCH 14, 2022 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 three surplus vehicles and various pieces of equipment that have reached their useful life, have been replaced, or the repair costs exceed their fair market value.

The City's policy regarding disposition of surplus property allows for surplus property to be sold at a sale or auction.

In the event that the property remains unsold, the City Council may choose to donate, discard or recycle the property. Via Council Resolution 21-4831 the City Council declared surplus property with a value of \$1,500 or less to be de minimus and does not, therefore, create a gift of public funds. Council adopted a Donation Policy via the same resolution to allow the City to donate surplus City vehicles with a value of less than \$1,500 to local non-profits or charities.

BACKGROUND:

The City of Lathrop updated its policy regarding disposition of surplus vehicles 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.

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

CITY MANAGER'S REPORT **PAGE 2**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND
AUTHORIZE THEIR DISPOSAL

In the event that the property remains unsold, the City Council may choose to donate, discard or recycle the property. Via Council Resolution 21-4831 the City Council declared surplus property with a value of \$1,500 or less to be de minimus and does not create a gift of public funds. Council adopted a Donation Policy via the same resolution to allow the City to donate surplus City vehicles with a value of less than \$1,500 to local non-profits or charities. Surplus equipment will be discarded or recycled if all other disposal methods are 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 department's 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.

FISCAL IMPACT:

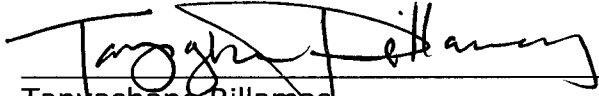
Any net revenues from the sale of these items will be returned to the City's general fund.

ATTACHMENTS:

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


CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND
AUTHORIZE THEIR DISPOSAL

APPROVALS:




Tanyashane Rillamas
Accountant II

03/02/2022
Date



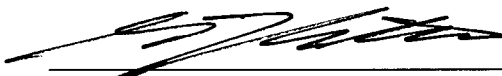
Cari James
Director of Finance

3/2/2022
Date



Salvador Navarrete
City Attorney

3-3-2022
Date



Stephen J. Salvatore
City Manager

3-9-22
Date

RESOLUTION NO. 22-_____

**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 after meeting Donation Policy criteria, 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 March, 2022, 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

ATTACHMENT B
Surplus Inventory List
March 14, 2022

Surplus Type: Vehicle/Other

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

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept.
B	Motorcycle	2009 BMW WB103880097114344	WB103880097114344	1	PR
B	Vac-Con Truck	1994 Ford L8000 Diesel	1FDYR82E1RVA42396	1	PR
B	Vehicle	2012 Chevrolet Caprice	6G1MK5R38CL664308	1	PR
C	Arrow Board Trailer	2003 Arolite 15752	1S9A710133L358752	1	PR
A	Small HAVAC Unit	N/A	N/A	1	PR
E	Water Pump Trailer	Neal	N/A	1	PR
E	Automatic Valve Exercising Trailer	Wheeler	N/A	1	PR
A	Walk Behind Trimmer	Ariens 946150	006749	1	PR
B	Lawn Vacuum	Billy Goat KD511H	072303075	1	PR
E	Gas Powered Hedger	Stihl H545	N/A	1	PR
E	Gas Powered Auger	Stihl BT 120C	N/A	1	PR
E	5250 Watt Generator	Companion 919-32721	9912092919	1	PR
E	2000 Watt Portable Generator	Generac iX2000	80275020	1	PR
E	Concrete Planer	EDCO CPM8	9383	1	PR
E	Concrete Cutter	ProCut NDLMM-8-H	92H0367060101	1	PR
E	Concrete Grinder	EDCO 411G-11H	8254	1	PR
E	Gas Powered Weed Trimmer	Stihl FS110R	N/A	1	PR
B	Motorized Plumbing Snake	Speedrooter 91	C56A10A40	1	PR

ATTACHMENT B
Surplus Inventory List
March 14, 2022

Surplus Type: **Vehicle/Other Continued**

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

Surplus Reason Code	Description	Year/Make/Model	Vin/Serial Number	Quantity	Dept.
E	Paint Striping Machine	Newstripe	1000750	1	PR
B	Baseball Field Groomer Trailer	Fieldmaster	N/A	1	PR
A	Landscape Monument Lighting	N/A	N/A	3	PR

Surplus Type: **Equipment**

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

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
C	Natural Gas Electric Generator	1995 CAT CG100		1	PW

ATTACHMENT B
Surplus Inventory List
March 14, 2022

Surplus Type: **Electronics**

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

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
B	HP Elite Desk 800	N/A	2UA4170Z3T	1	IT
B	HP Elite Desk 800	N/A	2UA4170YWC	1	IT
B	HP Elite Desk 800	N/A	2UA4170YXC	1	IT
B	HP Elite Desk 800	N/A	MXL5241J4N	1	IT
B	HP Elite Desk 800	N/A	2UA4310SD2	1	IT
B	HP Elite Desk 800	N/A	2UA4170Z5Y	1	IT
B	HP Elite Desk 800	N/A	2UA4170YX9	1	IT
B	HP Elite Desk 800	N/A	2UA4150S4Z	1	IT
B	HP Elite Desk 800	N/A	2UA4310S7Y	1	IT
B	HP Elite Desk 800	N/A	2UA4310SCS	1	IT
B	HP Elite Desk 800	N/A	2UA50811LI	1	IT
B	HP Elite Desk 800	N/A	2UA4310S90	1	IT
B	HP Elite Desk 800	N/A	2UA4310SFX	1	IT
B	HP Elite Desk 800	N/A	2UA4310SD9	1	IT
B	HP Elite Desk 800	N/A	MXL4231Q9J	1	IT
B	HP Elite Desk 800	N/A	2UA4310SD0	1	IT
B	HP Elite Desk 800	N/A	MXL4231Q9T	1	IT
B	HP Elite Desk 800	N/A	2UA4150S4S	1	IT
B	HP Elite Desk 800	N/A	2UA5252NY3	1	IT
B	HP Elite Desk 800	N/A	MXL4231Q9M	1	IT
B	HP Elite Desk 800	N/A	2UA50811LW	1	IT

ATTACHMENT B
Surplus Inventory List
March 14, 2022

Surplus Type: **Electronics Continued**

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

B	HP Elite Desk 800	N/A	MXL5490XJ9	I	IT
B	HP Elite Desk 800	N/A	2UA5081IJZ	I	IT
B	HP Elite Desk 800	N/A	2UA5081IHS	I	IT
B	HP Elite Desk 800	N/A	2UA415OS3Y	I	IT
B	HP Elite Desk 8000	N/A	MXL0361C94	I	IT
B	HP Elite Desk 8000	N/A	MXL02722J5	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CC5	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CC2	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CBR	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CC3	I	IT
B	HP Elite Desk 8000	N/A	MXL02722J3	I	IT
B	HP Elite Desk 8000	N/A	MXL0361C9C	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CC4	I	IT
B	HP Elite Desk 8000	N/A	MXL0361CB5	I	IT
B	HP Elite Desk 8000	N/A	MXL02722J7	I	IT
B	HP Elite Desk 8000	N/A	MXL0361C9L	I	IT
B	HP Elite Desk 8000	N/A	MXL0361C9N	I	IT

ATTACHMENT B
Surplus Inventory List
March 14, 2022

Surplus Type: **Electronics Continued**

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

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
B	HP Elite Desk 8200	N/A	MXL1232CDN	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPL	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPQ	1	IT
B	HP Elite Desk 8200	N/A	MXL125017F	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPN	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPK	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPP	1	IT
B	HP Elite Desk 8200	N/A	MXL1232CDP	1	IT
B	HP Elite Desk 8200	N/A	MXL1291QPJ	1	IT
B	HP Elite Desk 8200	N/A	MXL1232CFK	1	IT
B	HP Elite Desk 8200	N/A	MXL1232CFC	1	IT
B	HP Elite Desk 8300	N/A	MXL2490IX3	1	IT
B	HP Elite Desk 8300	N/A	MXL2490IWP	1	IT
B	HP Elite Desk 8300	N/A	2UA31702R3	1	IT
B	HP Elite Desk 8300	N/A	MXL2490IW5	1	IT
B	HP Elite Desk 8300	N/A	MXL2490IXB	1	IT
B	HP Pro Desk 600	N/A	MXL6362LWT	1	IT
B	POSX	N/A	GZ1400060	1	IT
B	Panasonic ToughBook	N/A	2ITYA91317	1	IT
B	Surface Pro	N/A	67461431353	1	IT
B	Surface Pro	N/A	26604331353	1	IT

ATTACHMENT B
Surplus Inventory List
March 14, 2022

B	Surface Pro	N/A	27206460453	I	IT
B	Surface Pro	N/A	24713460453	I	IT
B	Dell Optiplex 745	N/A	425N69I	I	IT

**CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021**

RECOMMENDATION: **Adopt a Resolution Accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2021 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.**

SUMMARY:

The purpose of the APR is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

Each year, California cities are required to prepare an annual progress report (APR) on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, Staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

BACKGROUND:

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

Under California Government Code Section 65400(2), Planning Staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1st of each year. City Staff has already submitted the APR to meet the April 1st requirement. Staff will forward the City Council Resolution, if approved. HCD has a grace period of up to sixty (60) days past the deadline to submit the APR.

**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

As part of the update to the City’s Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG).

In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
RHNA Allocation	526	493	759	957	2,421	5,156
Built	0	0	0	29 ¹	1,571	1,600
Under Construction/ Permitted	0	0	0	0 ²	197	197
Remaining Allocation	526	493	759	928	653	3,359

¹INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUS BUILT IN 2017 AND 2018

²104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

³THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$74,988 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.
- Above Moderate Income Households have a combined income greater than 120 percent of AMI

**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

The State Income Limits, as illustrated in the City’s 2019 Housing Element are as follows:

TABLE 30: STATE INCOME LIMITS –SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

In order to provide an idea of affordable housing costs by income group, affordable home sale prices are estimated for one, two, four, and six person households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

**MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 - LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.*

SOURCE: DE NOVO PLANNING GROUP, 2019

An excerpt from the City’s 2019 General Plan Housing Element related to RHNA, state income limits, and housing affordability is attached to this Staff Report as Attachment 3.

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines
- Locally owned or controlled lands declared surplus pursuant to Government Code Section 54221, or identified as excess pursuant to Government Code Section 50569.

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2021 at their February 16, 2022 meeting. At the conclusion of the public meeting, the Planning Commission voted 4-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2021 and authorize staff to submit the report to OPR and HCD (Attachment 4).

ANALYSIS:

Staff has prepared the 2021 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received

The City received nineteen (19) residential entitlement applications for new residential development that may result in 1,738 new dwelling units. The City received and processed the following applications in 2021:

River Islands

Van Daele Veranda	101 single-family dwelling units
Signature Homes Cardiff	94 single-family dwelling units
Kiper Homes Catalina II	93 single-family dwelling units
Kiper Homes Balboa	77 single-family dwelling units
Van Daele Village CC West	108 single-family dwelling units
Trumark Homes Avalon	57 single-family dwelling units
New Home Waypointe	94 single-family dwelling units
Trumark Homes Avalon Point	69 single-family dwelling units
Pulte Homes Village HH	91 single-family dwelling units
Pulte Homes Village GG	110 single-family dwelling units
Kiper Homes Skye	155 single-family dwelling units
Tri Pointe Homes The Cove	77 single-family dwelling units

**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

Central Lathrop

Richmond American Encore	104 single-family dwelling units
D.R. Horton Cascade	100 single-family dwelling units
Taylor Morrison Legacy	107 single-family dwelling units
Tri Pointe Journey	81 single-family dwelling units
KB Home Iron Pointe	98 single-family dwelling units
Richmond American IV	113 single-family dwelling units

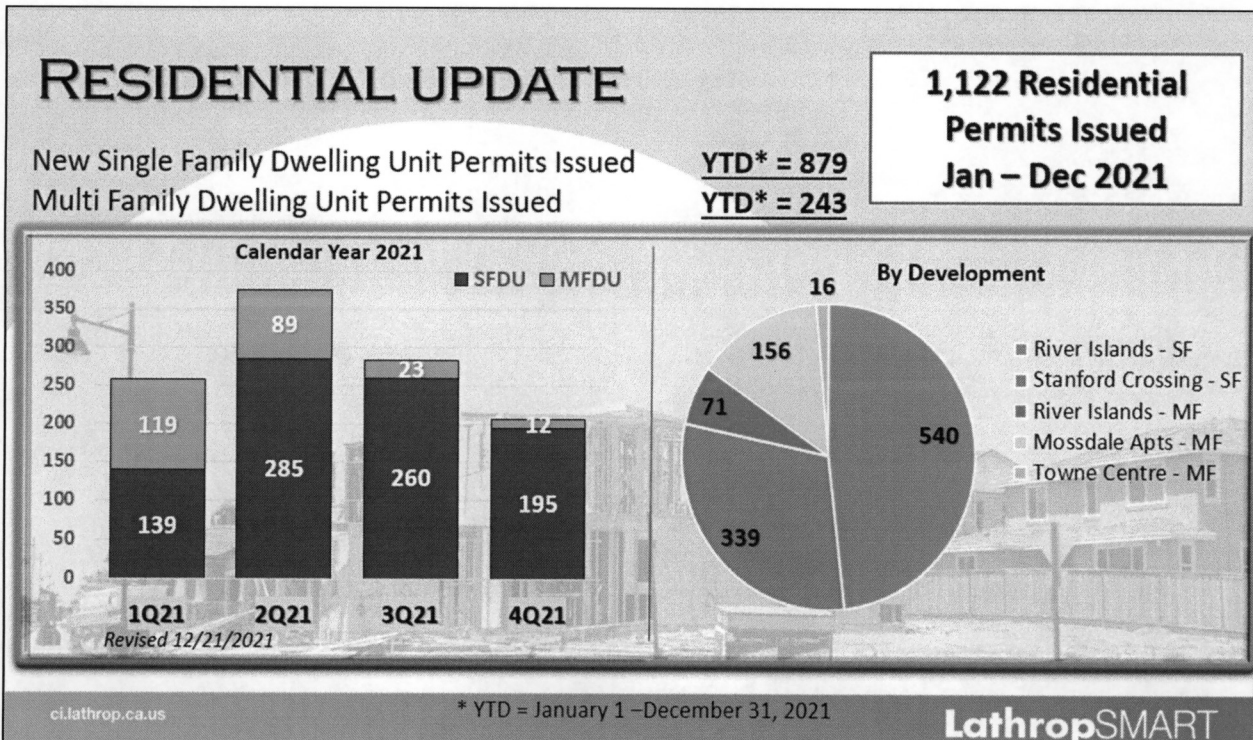
East Lathrop

TSM-21-15 Warren Avenue	7 single-family residential lots
TPM-21-76 997 J Street	2 single-family residential lots

New Home Construction

The City issued a total of 1,129 residential building permits in 2021, which represents an increase of 295 more than 2020 (total of 827 building permits issued in 2020). Of the 1,129 residential building permits, 950 are single-family residential units and are considered "Above Moderate" affordability. The remaining 179 residential building permits are for multi-family dwelling units (apartments) (172 units) and accessory dwelling units (7 units) and are considered "Moderate" affordability.

The graphic below illustrates permits issued for single-family and multi-family residential development by quarter and location:



**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

Progress Towards Meeting RHNA

As illustrated in Table B of the HCD Forms below, the City has issued 2,409 building permits for residential development for the 2014 – 2023 Housing Element Planning Period.

Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019									1019
	Non-Deed Restricted										
Low	Deed Restricted	759									759
	Non-Deed Restricted										
Moderate	Deed Restricted	957								327	630
	Non-Deed Restricted						148	179			
Above Moderate		2421	343	170	297	383	389	679	950	3,221	-
Total RHNA		5156									
Total Units			343	170	297	383	389	827	1,129	3,538	2,408

CEQA Review:

The proposed Housing Element Annual Progress Report for Calendar Year 2020 is not considered a project as prescribed by the California Environmental Quality Act (CEQA). This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

PAGE 7

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

Adopt the proposed resolution to accept the Housing Element Annual Progress Report for Calendar Year 2021 and authorize staff to submit the report to the OPR and HCD.

FISCAL IMPACT:


The request has no fiscal impact to the City other than staff time to prepare the report.

ATTACHMENTS:

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2021
2. Housing Element Annual Progress Report for Calendar Year 2021
3. Affordability & RHNA Explanation. Excerpt from the City's 2019 General Plan Housing Element
4. Planning Commission Resolution No. 22-1


**CITY MANAGERS REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

APPROVALS:



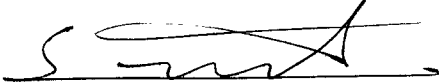
David Niskanen
Contract Planner

2/17/2022
Date




Mark Meissner
Community Development Director

2/17/2022
Date



Salvador Navarrete
City Attorney

2-22-2022
Date



Stephen J. Salvatore
City Manager

2-23-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021 AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2021, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public meeting and adopted Resolution No. 22-1, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, attached and incorporated by reference herein, and authorizes staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 14th day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

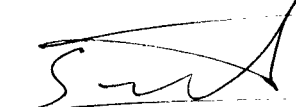
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Lathrop
Reporting Year	2021

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
<p>Program 1a</p>	<p>To ensure adequate sites for extremely low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.</p>	<p>Update inventory on a biennial basis and make inventory available at City Hall and on the City website.</p>	<p>The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.</p>

<p>Program 1b</p>	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. See <i>Program 1b in the Housing Element for the full language.</i></p>	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing. The City processed the River Islands Phase 2 Modified Project in 2020/2021 (Approved by City Council in June 2021) which included increasing the number of units from 6,717 units to 10,726 units, including more mixed use and multi-family development.</p>
<p>Program 1c</p>	<p>Continue to encourage development of well-designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, allow for a higher building height, and greater floor area ratios.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with the West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. Development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>

<p>Program 1d</p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2021.</p>
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<p>Program 1e</p>	<p>Evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Biennially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City received approval for SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans and objective residential design guidelines.</p>
<p>Program 1f</p>	<p>Continue to consider regional development through working with SJCOC and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOC data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p>Program 1g</p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. See <i>Program 1g in the Housing Element for the full language.</i></p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to participate in the Urban County/County Continuum of Care. The City will prepare a table of lower income housing sites, a list of City incentives to encourage housing development and identification of the City's interest in actively supporting efforts to establish housing and facilities to serve lower income and special needs populations.</p>
<p>Program 1h</p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website.</p>	<p>Ongoing, distribute brochures on a monthly basis or as-needed</p>	<p>The City maintains information regarding homeless shelters and services available. This information is readily available at City Hall and will be reviewed/updated periodically.</p>
<p>Program 1i</p>	<p>The City shall participate with San Joaquin County's efforts to address farmworker housing needs. Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>

<p>Program 1j</p>	<p>Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing.</p>	<p>Ongoing; including Housing Authority in annual mailing under program 1g</p>	<p>The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2021.</p>
<p>Program 1k</p>	<p>Continue to permit Planned Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.</p>	<p>Ongoing</p>	<p>As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2021.</p>

<p>Program 11</p>	<p>Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2021.</p>
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<p>Program 1m</p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/expedited processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing types, including housing for developmentally disabled and will coordinate with the Valley Mountain Regional Center to identify needed housing types.</p>
<p>Program 1n</p>	<p>Revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City will work towards revising the Zoning Code to require ministerial approval on the Sites listed in Program 1n. This program is not yet complete.</p>

<p>Program 2a</p>	<p>Continue to offer pre-application meetings to all developers with various City staff representing numerous City departments (e.g. planning, building, engineering, etc.) to discuss project design, city standards, necessary public improvements, and funding strategies.</p>	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had seven (7) pre-application meetings with developers in 2021.</p>
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<p>Program 2b</p>	<p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include: • Allowing developers to submit conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low- income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. See <i>Program 2b in the Housing Element for the full language.</i></p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the options listed in Program 2b. This program is ongoing.</p>
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<p>Program 2c</p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City's development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City's processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. This program is ongoing.</p>
<p>Program 2d</p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and in-fill projects for eligibility for a CEQA exemption as development applications are received.</p>

<p>Program 2e</p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. No updates in 2021.</p>
<p>Program 2f</p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law, prepare pre-approved building plans for ADUs and prepare advertisements for the construction of ADUs. This program is ongoing.</p>

<p>Program 2g</p>	<p>Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.</p>	<p>Ongoing</p>	<p>The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.</p>
<p>Program 2h</p>	<p>Address the special housing needs of large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3- and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.</p>	<p>Ongoing</p>	<p>As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low-, and low-income families. No affordable housing applications were received in 2021.</p>
<p>Program 2i</p>	<p>Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code</p>	<p>Ongoing</p>	<p>The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.</p>

<p>Program 2n</p>	<p>Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.</p>	<p>Ongoing</p>	<p>The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.</p>
<p>Program 2o</p>	<p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	<p>Jan-20</p>	<p>The City is in the process of establishing written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.</p>

<p>Program 2p</p>	<p>Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p>Program 2q</p>	<p>Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all manufactured housing and mobile homes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p>Program 2r</p>	<p>Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
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<p>Program 2s</p>	<p>Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify the SB 35 streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.</p>	<p>Aug-20</p>	<p>The City is in the process of completing this Program.</p>
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<p>Program 3a</p>	<p>Continue to participate in the San Joaquin Urban County consortium to receive and use HOME and CDBG funds to provide housing rehabilitation loans and emergency repair loans or grants, administered through the San Joaquin County Rehabilitation Program, for lower income households and to provide services for lower income populations, including extremely low income, homeless/at-risk of homelessness, seniors, and youth. On an annual basis, determine whether funds are adequate to set aside funds specifically for assistance (housing rehabilitation, emergency repair, or weatherization) for extremely low income households and whether funds are adequate to allow bedroom/bathroom additions where necessary to accommodate large families. See <i>Program 3a in the Housing Element for the full language.</i></p>	<p>Annual review of housing needs and commitment of funds through Urban County process; ongoing efforts to ensure public awareness</p>	<p>The City continues to participate in the San Joaquin urban county consortium to receive and use HOME and CDBG funds. This program is ongoing.</p>
<p>Program 3b</p>	<p>Review the Zoning Code and potential funding sources to identify methods to provide incentives for rehabilitation of existing residential units and to encourage re- investment in the Historic Lathrop Overlay District and in older neighborhoods east of I-5.</p>	<p>Ongoing 2019/2020 incorporate incentives into SB 2 funding opportunities</p>	<p>City received approval for Senate Bill 2 Funding in 2020 which includes the development of Residential Design Standards.</p>

<p>Program 3c</p>	<p>Continue to employ a full time code compliance officer who will vigorously enforce the building and zoning codes in locations where dilapidation, blight, and/or health and safety violations may be occurring. Coordinate code rehabilitation program with code compliance efforts to encourage property owners to maintain dwelling units in safe and habitable conditions. Regularly review housing conditions to determine if specific locations or neighborhoods require targeted code enforcement and work to provide, when funding is available, targeted rehabilitation or replacement assistance.</p>	<p>Ongoing; biennial review of areas appropriate for targeted assistance and/or enforcement</p>	<p>The City continues to employ a Code Enforcement Officer. This program is ongoing.</p>
<p>Program 3d</p>	<p>Continue to participate in the San Joaquin Urban County consortium to provide funding and support for the rehabilitation of mobile homes, when adequate funds are available. In 2020/2021, conduct outreach to mobilehome park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program and any of the City's mobilehome parks would be eligible for this type of program.</p>	<p>Ongoing; Mobilehome outreach in 2020 and 2021</p>	<p>The City will conduct outreach to mobile home park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>

<p>Program 3e</p>	<p>Regularly review the City's eligibility for Federal and State home repair, renovation, and replacement programs annually and apply for programs, as appropriate. If multifamily owners or other entities express interest in available funding programs for housing rehabilitation or repair, support the application for funding and, if appropriate and feasible, provide technical assistance to the project applicant with the funding application.</p>	<p>Ongoing</p>	<p>No action in 2020. This program is ongoing.</p>
<p>Program 4a</p>	<p>Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.).</p>	<p>Ongoing</p>	<p>This program is ongoing.</p>

<p>Program 4b</p>	<p>Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.</p>	<p>Ongoing</p>	<p>As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2021.</p>
<p>Program 5a</p>	<p>Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents.</p>	<p>Ongoing; annual coordination and outreach to Housing Authority to encourage increased assistance</p>	<p>This program is ongoing.</p>
<p>Program 5b</p>	<p>Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.</p>	<p>Ongoing</p>	<p>The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.</p>

<p>Program 6a</p>	<p>Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City will continue to encourage energy efficient land use planning.</p>
<p>Program 6b</p>	<p>Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects.</p>	<p>Ongoing</p>	<p>The City continues to hold pre-application meetings. This program is ongoing.</p>
<p>Program 6c</p>	<p>Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website.</p>	<p>Ongoing</p>	<p>The City will ensure information is available on the City's website as it relates to energy conservation.</p>
<p>Program 6d</p>	<p>Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.</p>	<p>Ongoing</p>	<p>The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.</p>

TABLE 29: RENTAL RATES BY NUMBER OF BEDROOMS

Bedroom Type	2019 Rental Survey		Census Data	
	Units Available	Range	Median Rent (2017)	Median Rent (2000)
Studio	0	N/A	-	\$500
1 bed	0	N/A	\$745	\$625
2 bed	2	\$1,395	\$979	\$750
3 bed	7	\$1,400 - \$2,500	\$1,518	\$800
4 bed or more	11	\$2,095 - \$3,650	\$1,846 (4)/ \$2,380 (5+)	N/A

SOURCE: US CENSUS, 2000; US CENSUS ACS, 2013-2017; ZILLOW.COM, 2019, CRAIGSLIST.COM, 2019

Housing Affordability

Income Groups

The California Department of Housing and Community Development (HCD) publishes household income data annually for areas in California. Table 30 shows the maximum annual income level for each income group adjusted for household size for San Joaquin County. The maximum annual income data is then utilized to calculate the maximum affordable housing payments for different households (varying by income level) and their eligibility for housing assistance programs.

- *Extremely Low Income Households* have a combined income at or lower than 30% of area median income (AMI), as established by the state Department of Housing and Community Development (HCD).
- *Very Low Income Households* have a combined income between 30 and 50% of AMI, as established by HCD.
- *Low Income Households* have a combined income between 50 and 80% of AMI, as established by HCD.
- *Moderate Income Households* have a combined income between 80 and 120% of AMI, as established by HCD.
- *Above Moderate Income Households* have a combined income greater than 120% of AMI, as established by HCD.

TABLE 30: STATE INCOME LIMITS - SAN JOAQUIN COUNTY (2019)

Income Group	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low	\$14,700	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low	\$24,500	\$28,000	\$31,500	\$35,000	\$37,800	\$40,600	\$43,400	\$46,200
Low	\$39,200	\$44,800	\$50,400	\$56,000	\$60,500	\$65,000	\$69,450	\$74,950
Moderate	\$60,000	\$68,550	\$77,150	\$85,700	\$92,550	\$99,400	\$106,250	\$113,100
Above Moderate	\$60,000+	\$68,550+	\$77,150+	\$85,700+	\$92,550+	\$99,400+	\$106,250+	\$113,100+

SOURCE: HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, 2019

Housing Affordability

Table 31 shows the maximum rents and sales prices, respectively, that are affordable to very low, low, moderate, and above moderate-income households. Affordability is based on a household spending 30% or less of their total household income for shelter. Affordability is based on the maximum household income levels established by HCD (Table 30). The annual income limits established by HCD are similar to those used by the US Department of Housing and Urban Development (HUD) for administering various affordable housing programs. In order to provide an idea of affordable housing costs by income group, affordable home sales prices are estimated for one, two, four, and six person households (see Table 29). Maximum affordable sales price is based generally on the following assumptions: 5% interest rate, 30-year fixed loan, and downpayments that vary with income level, as described in Table 31.

Comparing the maximum affordable housing costs in Table 31 to the rental rates in Tables 28 and 29, rental rates in Lathrop are generally affordable to moderate income households of two or more persons and to above moderate income

2019 HOUSING ELEMENT BACKGROUND REPORT

households. While there are some units affordable to extremely low, very low, and low income households, there is a very limited number of the more affordable units. The median rental rates reported by 2013-2017 ACS (Table 29) are in the affordability range of low, moderate, and above moderate income households. The 2019 rental survey indicated that there are currently a limited number of smaller rental units (studio, 1 bedroom, and 2 bedroom units) in Lathrop that are affordable to very low and low income households, but that there are units affordable to low income households with 4 or more persons as well as to moderate and above moderate income households of all sizes. The majority of available rentals were larger units; there were no studio or 1 bedroom units listed for rent and only two 2-bedroom units. Moderate and above moderate income households can afford a broad range of available housing.

Similarly, homes for sale in Lathrop are affordable to moderate and above moderate income households, based on a comparison of Tables 27 and 31. There is a small number of units, all mobile homes, affordable to very low and low income households. Current home sales prices are not affordable to extremely low income households.

TABLE 31: HOUSING AFFORDABILITY BY INCOME GROUP

Income Group	One Person		Two Person		Four Person		Six Person	
	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost	Home Sale Price*	Monthly Rent or Housing Cost
Extremely Low	\$51,100	\$367	\$58,100	\$422	\$86,000	\$643	\$114,900	\$864
Very Low	\$89,000	\$612	\$100,400	\$700	\$123,100	\$875	\$141,200	\$1,015
Low	\$138,000	\$980	\$155,600	\$1,120	\$190,900	\$1,400	\$219,200	\$1,625
Moderate	\$226,600	\$1,500	\$255,500	\$1,713	\$313,400	\$2,142	\$359,600	\$2,485
Above Moderate	\$226,600+	\$1,500+	\$255,500+	\$1,713+	\$313,400+	\$2,142+	\$359,600+	\$2,485+

*MAXIMUM AFFORDABLE SALES PRICE IS BASED ON THE FOLLOWING ASSUMPTIONS: 5% INTEREST RATE, 30-YEAR FIXED LOAN, DOWNPAYMENT: \$5,000 – EXTREMELY LOW, \$10,000 – VERY LOW; \$15,000 - LOW, \$25,000 – MODERATE, PROPERTY TAX, UTILITIES, AND HOMEOWNERS INSURANCE AS 30% OF MONTHLY HOUSING COST (EXTREMELY LOW), 28% OF MONTHLY HOUSING COST (LOW), AND 25% OF MONTHLY HOUSING COST (MODERATE/ABOVE MODERATE). HOMES SALES PRICES ARE ROUNDED TO NEAREST \$100.
SOURCE: DE NOVO PLANNING GROUP, 2019

Affordable Housing Inventory

There are no subsidized or otherwise rent-restricted affordable multifamily complexes in Lathrop.

Mobile Home Parks

Lathrop has four mobilehome parks with a total of 259 spaces, as listed below. None of the mobilehome parks are restricted to lower income households, however, mobilehomes typically present a lower cost housing option.

- Lathrop Sands, 15550 S. Harlan Road – 36 spaces
- Walnut Grove Mobile Home Park, 365 E. Louise Avenue – 54 spaces
- Camino Real Mobile Estates, 15820 S. Harland Road – 167 spaces
- Harlan Park, 11424 S. Harlan Road – 2 spaces

FUTURE HOUSING NEEDS

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code [GC], Section 65584) for regions to address housing issues and needs based on future growth projections for the area. The RHNP for San Joaquin County is developed by the San Joaquin Council of Governments (SJCOG), and allocates a “fair share” of regional housing needs to individual cities and unincorporated county. The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also that needs for the entire region are fairly distributed to all communities. A major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

Jurisdiction	Lathrop	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	179
Above Moderate		950
Total Units		1129

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	950	0
2 to 4	0	0	0
5 +	0	0	0
ADU	0	7	0
MH	0	0	0
Total	0	957	0

Housing Applications Summary	
Total Housing Applications Submitted:	20
Number of Proposed Units in All Applications Received:	1,738
Total Housing Units Approved:	1,738
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 22-1**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021 AND
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2021, utilizing the prescribed forms and instructions provided by HCD; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element for Calendar Year 2021, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

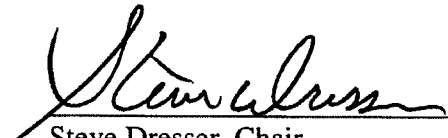
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 16th day of February, 2022 by the following vote:

AYES: Dresser, Rhodes, Ishihara, Gatto

NOES: None

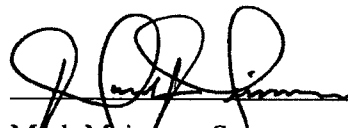
ABSTAIN: None

ABSENT: Ralmilay



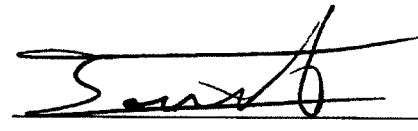
Steve Dresser, Chair

ATTEST:



Mark Meissner, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.5

CITY MANAGER'S REPORT MARCH 14, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF 2022 ONE VOICE TRIP
PROJECT NOMINATIONS**

RECOMMENDATION: **Adopt Resolution Approving Staff
Recommended Project Nominations for
the 2022 San Joaquin One Voice Trip**

SUMMARY:

The City received a request from the San Joaquin Council of Governments (SJCOG) to provide the City's top two priority projects to be included in the list of projects to be presented at the annual One Voice Program in Washington, D.C. on May 8-12, 2022. Each jurisdiction in the County is allowed to submit two projects, one regional transportation priority project and one local priority project that may be either transportation or non-transportation.

The projects submittal is due by April 4, 2022. SJCOG recommends that projects be aligned based on thematic concepts such as Environmental Sustainability, Trade Corridors, Innovation, Technology Growth Management, and Social Equity & Mobility. Thus, staff recommended two projects for nomination, listed in priority below:

1. Louise Avenue/I-5 Interchange
2. Lathrop Road/I-5 Interchange

Staff recommends that the Louise Avenue/I-5 Interchange and the Lathrop Road/I-5 Interchange projects be submitted as the City's two priority projects for Federal funding and requests that Council approve the submittal to SJCOG. These are the same projects that Council chose to nominate last year.

BACKGROUND:

San Joaquin One Voice is SJCOG's legislative advocacy program for San Joaquin County that promotes issues of regional significance to federal legislators and agencies through an annual advocacy trip to Washington, D.C. The purpose of the program is to advocate for increased funding and/or new or amended legislation for issues and projects of regional significance to the San Joaquin region.

The 2022 trip is scheduled for May 8-12, 2022 and a block of rooms have been secured at the Hilton Washington DC Capitol Hill Hotel (formerly the Washington Court Hotel).

**CITY MANAGER’S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
2022 ONE VOICE TRIP PROJECT NOMINATIONS**

Staff requests that the Louise Avenue/I-5 Interchange and the Lathrop Road/I-5 Interchange projects be submitted as the City’s two priority projects for federal funding. Aligned with the thematic concept of *Trade Corridors*, both projects will enhance the transportation of goods to and from the City of Lathrop.

The requested amounts for the two interchanges are as follows:

1. Louise Avenue/I-5 Interchange	\$5 million (completes design and a portion of property acquisition)
2. Lathrop Road/I-5 Interchange	\$5 million (completes environmental and design project phases)

Staff recommends that both interchange projects be submitted as the City’s two priority projects for Federal funding and requests that Council approve the submittal to SJCOG by April 4, 2022.

REASON FOR RECOMMENDATION:

Staff recommends that the Louise Avenue/I-5 Interchange Project be submitted as the regional priority that provides connectivity to developments on the west side of the City. In addition, staff recommends that the Lathrop Road/I-5 interchange be selected as a priority for submittal due to its crucial role in future developments in the North Lathrop Area.

FISCAL IMPACT:


The fiscal impact of submitting these projects is negligible. However, a future item will be brought to Council for the travel expenses related to staff and/or Council One Voice trip attendance.

ATTACHMENTS:

- A. Resolution Approving Staff Recommended Project Nominations for the 2022 San Joaquin One Voice Trip

**CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
2022 ONE VOICE TRIP PROJECT NOMINATIONS**

APPROVALS:



Angel Abarca
Assistant Engineer

3/3/22

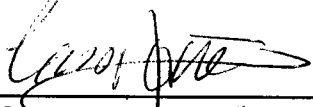
Date



Michael King
Director of Public Works

3.3.2022

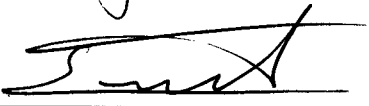
Date



Cari James
Director of Finance

3/7/2022


Date



Salvador Navarrete
City Attorney

3-3-2022

Date



Stephen J. Salvatore
City Manager

3.7.22

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING STAFF RECOMMENDED PROJECT NOMINATIONS FOR THE 2022 SAN JOAQUIN ONE VOICE TRIP

WHEREAS, the San Joaquin One Voice is San Joaquin Council of Governments' (SJCOG's) legislative advocacy program for San Joaquin County that promotes issues of regional significance to federal legislators and agencies through an annual advocacy trip to Washington, D.C on May 8-12, 2022; and

WHEREAS, each jurisdiction in San Joaquin County is allowed to nominate two (2) projects for inclusion in the annual One Voice Program; and

WHEREAS, the project nomination forms are due to SJCOG by April 4, 2022, to be included in the 2022 One Voice Program; and

WHEREAS, the projects nominated for the 2022 One Voice Program include the Louise Avenue/I-5 Interchange and Lathrop Road/I-5 Interchange projects; and

WHEREAS, both interchange projects are aligned with the thematic concept of *Trade Corridors* to enhance the transportation of goods to and from the City of Lathrop; and

WHEREAS, staff recommends that the Louise Avenue/I-5 Interchange and Lathrop Road/I-5 Interchange projects be submitted again as the City's two priority projects for Federal funding and requests that Council approve the submittal to SJCOG by April 4, 2022; and

WHEREAS, the fiscal impact of submitting these projects is negligible. However, a future item will be brought to Council for the travel expenses related to staff and/or Council One Voice trip attendance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the Louise Avenue/I-5 Interchange and Lathrop Road/I-5 Interchange projects for nomination to SJCOG for the 2022 One Voice trip.

The foregoing resolution was passed and adopted this 14th day of March 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

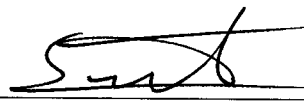
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.6

CITY MANAGER'S REPORT MARCH 14, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF TASK ORDER NO. 27 WITH 4LEAF, INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

RECOMMENDATION: Adopt Resolution Approving Task Order No. 27 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement with 4Leaf Inc. (4Leaf), 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. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allowing future task orders.

Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4Leaf to provide continued professional services in the Building Division.

Staff recommends City Council approve Task Order No. 27 with 4Leaf, to provide continued professional consultant services in the capacity of an Interim Chief Building Official.

Sufficient funds have been allocated in budget fiscal years 21/22 & FY 22/23.

BACKGROUND:

The Chief Building Official position oversees the day-to-day functions of the Building Division. The external recruiting environment for this position is very competitive and it has become difficult to find a fully qualified and certified candidate. Considering the current residential, commercial, and industrial development projects taking place within the City, it is necessary to utilize the services of a professional consultant for this position on an interim basis while recruiting.

CITY MANAGER’S REPORT **PAGE 2**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 27 WITH 4LEAF, INC. FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTING SERVICES

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Building Division Work Scope Description
1,2	2015	Staff Augmentation, Plan Check (PC) Services
3,4,5	2016	PC & Inspection Services (Ins. Ser.)
6,7	2017	PC & Ins. Ser.
8,9,10,11	2018	Interim Chief Building Official (CBO), PC & Ins.Ser.
12,13,14,15,16	2019	Staff Augmentation, PC & Ins. Ser., Interim CBO, Professional Services
17,18,19	2020	Interim CBO, Staff Augmentation, Ins. Ser.
20, 21, 22, 23, 24, 25	2021	Staff Augmentation, PC & Ins. Ser., Interim CBO
26	2022	Staff Augmentation

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 Task Order No. 27 is not to exceed \$130,000, and will be paid on a time and material basis. Sufficient funds of \$130,000 will be paid from funds allocated in FY 21/22 and FY 22/23 budget for Building Division professional services.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 27 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015, with 4Leaf, Inc.
- B. Task Order No. 27 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to Provide Interim Chief Building Official Consultant Services.

CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 27 WITH 4LEAF, INC. FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTING SERVICES

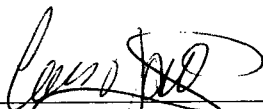
APPROVALS:



Michael King
Public Works Director

3.2.2022

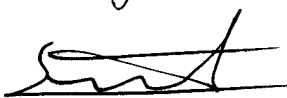
Date



Carl James
Finance Director

3/2/2022

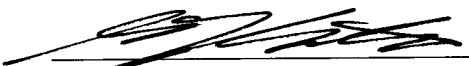
Date



Salvador Navarrete
City Attorney

3.3.2022

Date



Stephen J. Salvatore
City Manager

3.2/22

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 27 TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES, PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the City's agreement with 4LEAF, Inc; and

WHEREAS, on May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allowing future task orders; and

WHEREAS, a series of various task orders have been previously approved for 4LEAF to provide various professional services within the Building Division, such as professional building inspection, and plan checking in order to keep pace with ongoing development; and

WHEREAS, 4LEAF, Inc. has provided the qualified and certified staff necessary to provide Interim Chief Building Official professional services in the Building Division; and

WHEREAS, the cost of Task Order No. 27 is not to exceed \$130,000, and will be paid on a time and material basis. Sufficient funds of \$130,000 will be paid from funds allocated in FY 21/22 and FY 22/23 budget for Building Division professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 27 for an amount not to exceed \$130,000 for 4LEAF to provide Interim Chief Building Official Consulting Services, pursuant to Master Consulting Agreement dated September 21, 2015.

The foregoing resolution was passed and adopted this 14th day of March 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

CITY OF LATHROP

TASK ORDER NO. 27

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

TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

THIS TASK ORDER NO. 27 dated for convenience this **14th day of March 2022** 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 Amendment No. 2, dated May 13, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No.3 ("AGREEMENT"), by which the CONSULTANT has agreed to perform building professional services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant Services, which are required by this agreement; and; and

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

WHEREAS, CONSULTANT is willing to render such Interim Chief Building Official Consultant 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.

CITY OF LATHROP – TASK ORDER NO. 27 WITH 4LEAF INC. TO PROVIDE BUILDING TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTANT

(2) **Scope of Service**

CONSULTANT agrees to perform Interim Chief Building Official Consultant 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) **Effective Date and Term**

The effective date of this **Task Order No. 27 is March 14, 2022**, and it shall terminate no later than **September 30, 2022**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$130,000** for Interim Chief Building Official Consultant 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) **Notice to Proceed**

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

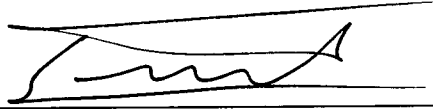
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 27 WITH 4LEAF INC. TO PROVIDE BUILDING TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTANT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3-3-2022

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:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

Kevin J. Duggan, President
(Print Name and title)



2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

NATURE OF BUILDING SERVICES	COST STRUCTURE
Interim Chief Building Official	\$150/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Interim Building Official work is subject to 4-hour minimum charges unless stated otherwise.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period.
- Overtime and Premium time will be charged as follows:

- <i>Regular time (work begun after 5AM or before 4PM)</i>	<i>1 x hourly rate</i>
- <i>Nighttime (work begun after 4PM or before 5AM)</i>	<i>1.125 x hourly rate</i>
- <i>Overtime (over 8-hour M-F or Saturdays)</i>	<i>1.5 x hourly rate</i>
- <i>Overtime (over 8 hours Sat or 1st 8-hour Sun)</i>	<i>2 x hourly rate</i>
- <i>Overtime (over 8 hours Sun or Holidays)</i>	<i>3 x hourly rate</i>
- 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.
- In accordance with California’s Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF’s non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- 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.

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ITEM 4.7

CITY MANAGER'S REPORT MARCH 14, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CAPITAL IMPROVEMENT PROJECT GG 21-09 AND APPROVE RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Amerine Systems Inc. for the City Hall Landscape Renovation, Capital Improvement Project (CIP) GG 21-09 and Approving Related Budget Amendment**

SUMMARY:

City Council created Capital Improvement Project (CIP) GG 21-09 City Hall Renovation (Project) to update the main bathrooms, paint the building exterior and install water efficient landscaping. The first two phases, bathrooms and painting, have been successfully completed and third phase, landscaping, was advertised for formal bid on February 15, 2022. Staff received seven (7) bids and the lowest responsive and responsible bidder is Amerine Systems Inc. (Amerine) with a bid of \$497,455.

City Council approved an initial Project budget of \$500,000. The first two phases were completed at a total cost of \$322,000, leaving \$178,000 in the Project budget for the final phase.

There are two primary reasons for the increase in the Project budget, construction cost have grown dramatically and the Project scope expanded. Construction costs (labor, material and equipment) have increased between 15% - 100% depending on the type of work being performed. Staff identified some improvements that would benefit residents so they were added to the Project scope. For example, the utility payment drop box on Towne Centre Drive was added to increase access for the elderly and/or residents with disabilities. Also, some physical elements around City Hall are being removed for better visibility and improved safety for residents.

Staff request City Council award a construction contract to Amerine for construction of the Project in the amount of \$497,455 plus a 10% construction contingency in the amount of \$49,746 for a total cost not to exceed \$547,201.

Staff also request City Council approve a budget amendment transferring \$370,000 from the General Fund Landscape Reserves Fund (1010) to the General CIP Fund (3010).

MARCH 14, 2022 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09 AND APPROVE RELATED BUDGET AMENDMENT

BACKGROUND:

On March 8, 2021, City Council approved the creation of City Hall Renovation, CIP GG 21-09, contemplating renovations to City Hall’s restrooms, exterior paint and landscaping in separate phases to update these amenities that are more than 15 years old.

The Landscape renovations will include a new flagpole with uplighting, a City Hall sign in an illuminated cabinet, and replacement of the existing hardscape, plant materials, and irrigation system.

The new turf, groundcover, shrubs, trees, sprinklers and drip system will use less water than the existing ones. The installation of a Calsense™ irrigation controller will further optimize water use by identifying and troubleshooting water leaks and provide for the efficient capture and analysis of water use data.

Finally, the new hardscape will replace aging walkways and modified seat walls. The proposed design is amendable to security lighting at night, pedestrian friendly, durable, and will complement City Hall’s new paint.

The plans and specifications for the construction of this Project were completed by O’Dell Engineering and advertised for formal bid on February 15, 2022, in accordance with CA PCC 20160 and LMC 2.36.060. A total of seven (7) bids were received, each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Amerine Systems Inc.	\$497,455
Westside Landscape & Concrete, Inc.	\$515,140
WABO Landscape & Construction, Inc.	\$532,671
Odyssey Environmental Services	\$624,317
Marina Landscape, Inc.	\$664,854
Brightview Landscape Development, Inc.	\$788,258
Complete Construction	\$1,192,849

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Amerine. Staff requests City Council adopt a resolution awarding a construction contract to Amerine for the amount of \$497,455. Staff also requests City Council authorize a 10% construction contingency of \$49,746, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$547,201.

CITY MANAGER’S REPORT **PAGE 3**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE
CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09 AND APPROVE RELATED
BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

City Hall’s landscaping and associated amenities are more than 15 years old. During this time, improvements in irrigation efficiency and plant selection have provided the City with a wider selection of landscape materials. This project will provide a more diverse and aesthetically pleasing palette of plant materials, updated hardscape and improved irrigation efficiency and data management options.

FISCAL IMPACT:

The proposed construction contract with Amerine is for \$497,455. A 10% construction contingency is requested in the amount of \$49,746 for a total cost not to exceed \$547,201.

Funding for this project was included in the FY 21/22 budget; however, sufficient funds were not allocated. Therefore, staff request City Council approve a budget amendment transferring \$370,000 from the General Fund Landscape Reserves Fund (1010) to the General CIP Fund (3010) as follows:

<u>Decrease Landscape Reserves</u>		
1010-251-07-00		\$370,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$370,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-09	\$370,000
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 21-09	\$370,000

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Amerine Systems Inc. for the City Hall Landscape Renovation, Capital Improvement Project (CIP) GG 21-09 and Approving Related Budget Amendment
- B. Construction Contract with Amerine Systems Inc. for the City Hall Landscape Renovation, CIP GG 21-09

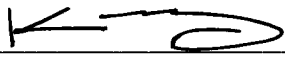
CITY MANAGER'S REPORT **PAGE 4**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE
CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09 AND APPROVE RELATED
BUDGET AMENDMENT

APPROVALS:



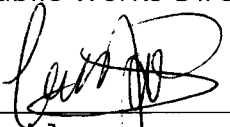
Ken Reed
Senior Construction Manager

3-10-2022
Date



Michael King
Public Works Director

3-10-2022
Date



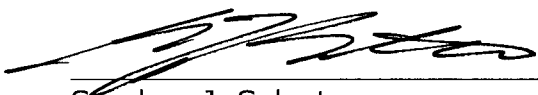
Carl James
Finance Director

3/10/2022
Date



Salvador Navarrete
City Attorney

3-10-2022
Date



Stephen J. Salvatore
City Manager

3-15-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CAPITAL IMPROVEMENT PROJECT (CIP) GG 21-09 AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, the City Hall Landscape Renovation Capital Improvement Project (CIP) GG 21-09 (Project) was created to increase drought tolerant planting, install updated irrigation components and provide an updated landscape aesthetic for City Hall; and

WHEREAS, the plans and specifications for this project were developed by O'Dell Engineering and advertised for formal bid on February 15, 2022 in accordance with Public Contract Code Section 20160, and with Lathrop Municipal Code (LMC) Chapter 3.30.060; and

WHEREAS, a total of seven (7) bids were received and opened by City Clerk on March 8, 2022; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Amerine Systems Inc. with a bid of \$497,455; and

WHEREAS, staff requests City Council award a construction contract to Amerine Systems, Inc. in the amount of \$497,455; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$49,746 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$547,201; and

WHEREAS, sufficient funds were not allocated in the adopted FY 21/22 Budget for the Project; therefore, staff request City Council approve a budget amendment transferring \$370,000 from the General Fund Landscape Reserves Fund (1010) to the General CIP Fund (3010) as follows:

<u>Decrease Landscape Reserves</u>		
1010-251-07-00		\$370,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$370,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-09	\$370,000
<u>Increase Expenditures</u>		
3010-8000-420-12-00	GG 21-09	\$370,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Amerine Systems Inc. for the City Hall Landscape Renovation, CIP GG 21-09 for a cost of \$497,455; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$49,746 for a total cost not to exceed \$547,201 for the construction and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$370,000 from the General Fund Landscape Reserves Fund (1010) to the General CIP Fund (3010) as detailed above.

The foregoing resolution was passed and adopted this 14th day of March 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

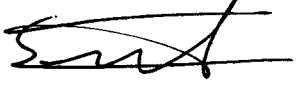
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated March 14, 2022, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Amerine Systems Inc.** (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **City Hall Landscape Renovation, CIP GG 21-09** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to removal of existing hardscape, irrigation and plant materials and replacement of same with new materials in a modified design, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 75 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 497,455 (Four Hundred Ninety-Seven Thousand Four Hundred Fifty-Five Dollars)

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Amerine Systems, Incorporated on March 8, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the provisions

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of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

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8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.

- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the

Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

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provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict

SECTION 00500

compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

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- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

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

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

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: Amerine Systems, Incorporated
Mailing Address: 10866 Cleveland Ave. Oakdale, CA
Phone: (209) 874-5986
Email:
ATTN: Jon Fultz

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time

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CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

SECTION 00500

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

-
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
 - (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
 - (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
 - (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
 - (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
 - (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
 - (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
 - (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.

SECTION 00500

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

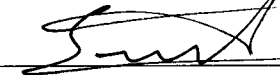
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Public Works Director

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

(END OF SECTION)

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the base bid or to award none of the work.

ATTACHMENT "A" – REVISED BID SCHEDULE #2
CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09

BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization /Bonds	1	LS		\$20,000.00
2	Traffic Control	1	LS		\$7,500.00
3	Erosion & Sediment Control Plan	1	LS		\$15,000.00
4	Site Grading (Fine)	34,988	SF	.25	\$9,000.00
5	Clearing & Grubbing	34,988	SF	.28	\$10,000.00
6	Hardscape Demolition & Offhaul	3,013	SF	8.29	\$25,000.00
7	Tree & Stump Removal & Offhaul, incl. Stump Grinding	7	EA	1428.57	\$10,000.00
8	Construction Fencing	460	LF	10.87	\$5,000.00
9	Tree Protection Fencing	1	LS		\$6,000.00
10	Concrete Flatwork	2,475	SF	17.94	\$44,400.00
11	6" wide PCC Curb	434	LF	77.42	\$33,600.00
12	24" Wide PCC Curb	116	LF	62.07	\$7,200.00
13	Step-Off Curb Paving	180	SF	53.33	\$9,600.00
14	Seat Wall	172	LF	306.78	\$52,800.00
15	Washed River Cobble @ 4" Deep	2,504	SF	3.45	\$8,630.00
16	Flagpole	1	EA		\$8,700.00
17	Monument Sign	1	EA		\$20,000.00
18	Soil Conditioning & Amendments	34,988	SF	.39	\$13,730.00
19	Turf Sod	10,165	SF	1.03	\$10,500.00
20	1 Gallon Shrubs	891	EA	13.80	\$12,300.00
21	5 Gallon Shrubs	914	EA	20.42	\$18,665.00
22	15 Gallon Shrubs	31	EA	108.16	\$3,353.00

23	24" Box Trees	19	EA	303.37	\$5,954.00
24	36" Box Trees	1	EA		\$1,470.00
25	6' – 8' BTH Palm Trees	6	EA	2500.00	\$15,000.00
26	12' – 15' BTH Palm Trees	7	EA	6932.86	\$48,530.00
27	Root Barrier	323	LF	12.62	\$4,075.00
28	Top Dressing-Decorative Bark Mulch	24,823	SF	.47	\$11,725.00
29	60 Day Maintenance Establishment	34,988	SF	.74	\$25,800.00
30	Irrigation System - RWS	44	EA	197.95	\$8,710.00
31	Irrigation System – Drip / Bubbler	24,823	SF	.48	\$11,803.00
32	Turf Rotary	10,165	SF	.98	\$10,000.00
33	Irrigation Controller	1	EA		\$9,000.00
34	Flow Sensor & Master Valve	1	EA		\$2,500.00
35	15 Gallon Trees	13	EA	300.77	\$3,910.00
36	Irrigation Main Replacement Allowance	1	LS	\$1,500	\$1,500

BASE BID : \$497,455.00

BASE BID IN WORDS : Four Hundred Ninety Seven Thousand four Hundred Fifty Five Dollars

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Amerine Systems INC

10866 Cleveland Ave.

Oakdale CA

- (2) Bidder's telephone number: 209-874-5968

- (3) Bidder's fax number: 209-874-5968

- (4) Bidder's Contractor's License (Class): A, C-27

License No.: 493203

Expires: 6/30/2022

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

Name: Jon Fultz Date of Inspection: 3/5/2022

- (5) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Fremont ES Mod.	380,000.00	Merced City School District 444 W 22nd St, Merced 209-385-6332
Needham Elementary	335,000.00	Lodi Unified School District 1305 E Vine St. Lodi
Roosevelt Park	656,408.00	City of Modesto P.O.Box 642, Modesto

00300-4

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor / Address / Phone #
1.	Concrete	818693	10%	Sinclair General Engineering P.O.Box 1453, Oakdale 209-847-6100
2.				
3.				
4.				
5.				
6.				

Note: Attach additional sheets if required.

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1 , 2 , 3 , 4 , 5

Respectfully submitted,

3/8/2022
Dated

AMERINE SYSTEMS INC
Legal Name of Firm

Ray P. Amiri
Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Amerine Systems Inc

as PRINCIPAL, and Old Republic Surety Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of the Total Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **CITY HALL LANDSCAPE RENOVATION, CIP GG 21-09.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28th day of February, 2022.

Amerine Systems Inc
Hayden Amerine (Seal)

____ (Seal)

Address: _____

10866 Cleveland Ave #9709, Oakdale, CA 95361

Old Republic Surety Company
[Signature] (Seal)

Ryan L. Tash, Attorney-in-Fact (Seal)

Address: _____

P.O. BOX 1635, MILWAUKEE, WI 53201

NOTE: Signatures of those executing for the surety must be properly acknowledged.

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On 2/28/22 before me, Katherine DuPont, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

John T. Page, Ryan L. Tash, Susan Fournier, Katherine Dupont of Rancho Cordova CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof. (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of March 2020

Signature of Karen J. Haffner, Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Signature of Alan Pavlic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of March 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Signature of Kathryn R. Pearson, Notary Public

My Commission Expires September 28, 2022 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

70 0081



Signed and sealed at the City of Rancho Cordova, CA this 28 day of February 2022

Signature of Karen J. Haffner, Assistant Secretary

ORSC 22262 (3-06)

AssuredPartners of CA ins Serv

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS.
COUNTY OF STANISLAUS)

GARY AMERINE being first duly sworn, deposes and says that he or she is

PRESIDENT of AMERINE SYSTEMS INC the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Gary D. Amerine
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of Stanislaus
State of California

Subscribed and sworn to (or affirmed) before me
on this 8th day of March, 2022, by

Gary D Amerine, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Seal _____
Signature Gary D Amerine

SECTION 00300

CITY HALL LANDSCAPE RENOVATION
CIP GG 21-09

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

ITEM 4.8

CITY MANAGER'S REPORT MARCH 14, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT WITH BANTA UNIFIED SCHOOL DISTRICT

RECOMMENDATION: Adopt a Resolution Approving a Joint Use Agreement and Related Easement Agreement Between the City of Lathrop and the Banta Unified School District.

SUMMARY:

Staff is requesting approval of a Joint Use Agreement ("Agreement"), attached to this staff report as Attachment B, and related Easement Agreement, attached to this staff report as Attachment C, with the Banta Unified School District ("District"). The City, District, and River Islands Development have been working together to allow the joint use of 16 acres of sports fields ("Community Park") by the District and the City. Approval of this Agreement will provide the community access to 16 acres of Community Park space during non-school hours on property adjacent to the STEAM Academy School along Somerston Parkway and Marina Drive.

BACKGROUND:

In an effort to maximize the availability of Community Park space within Phase 1 River Islands Parks and Open Space Plan within the River Islands Development ("Phase 1"), City staff have worked with both the District and the River Islands Development on this Agreement. This Agreement will provide a 16-acre Community Park site, identified within the Agreement as Exhibit B *Joint Use Area*, which will be available to the District during school hours and to the community and City during non-school hours and on days when school is not in session.

As part of this Agreement, the City will receive an easement on 8.7 acres of the property, identified within the Agreement as Exhibit C *Easement Area*, and in exchange will provide River Islands Development with 8.7 acres of community park credit as required by the Quimby Act. The term of this agreement is 50 years with an automatic renewal to ensure this space will remain open and available to as Community Park space.

In July of 2006, as part of the development of Phase 1, the City of Lathrop entered into a similar agreement for joint use of the sports fields at this location which expired in 2011. As we near the completion of Phase 1, we have updated this Agreement and return to Council for review and approval.

RECOMMENDATION:

Staff requests Council review and approve, the proposed Joint Use Agreement and related Easement Agreement between the Banta Unified School District and the City of Lathrop.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
APPROVE JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT
WITH BANTA UNIFIED SCHOOL DISTRICT

FISCAL IMPACT:

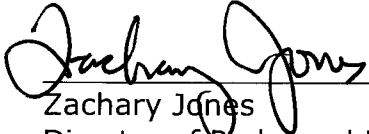
As part of this Agreement, the District shall be responsible for performing all maintenance and repair of the Joint Use Area. The District has reviewed the Maintenance Agreement dated September 30, 2013 for the maintenance and repair of Public Facilities within River Islands between the City and RIPFA and agrees to seek reimbursement of 50% of the regular maintenance and repair costs of the Joint Use Area from RIPFA and Community Facilities District 2012-01. District agrees it shall have no right to reimbursement from the City for any costs of maintenance and repair of the Joint Use Area.

ATTACHMENTS:

- A. Resolution to approve the Joint Use Agreement between the Banta Unified School District and the City of Lathrop.
- B. Joint Use Agreement between the Banta Unified School District and the City of Lathrop.
- C. Easement Agreement between the Banta Unified School District and the City of Lathrop.

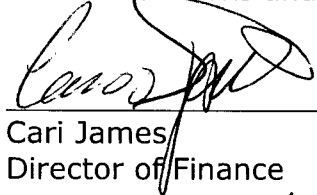
CITY MANAGER'S REPORT **PAGE 3**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
APPROVE JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT
WITH BANTA UNIFIED SCHOOL DISTRICT

APPROVALS:



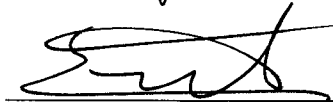
Zachary Jones
Director of Parks and Recreation

3.9.2022
Date



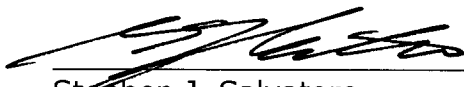
Cari James
Director of Finance

3/9/2022
Date



Salvador Navarrete
City Attorney

3.9.2022
Date



Stephen J. Salvatore
City Manager

3-9-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT BETWEEN THE BANTA UNIFIED SCHOOL DISTRICT AND THE CITY OF LATHROP

WHEREAS, Council reviewed the proposed Joint Use Agreement and related Easement Agreement between the Banta Unified School District; and

WHEREAS, Council agrees this Joint Use Agreement and related Easement Agreement will maximize the availability of Community Park Space within Phase 1 of the River Islands development of Lathrop; and

WHEREAS, Council acknowledges these Agreements will provide 16-acres of community park space that will be available to the District during school hours and to the community and City programming during non-school hours and on days when school is not in session;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the proposed Joint Use Agreement and related Easement Agreement between the Banta Unified School District and the City of Lathrop.

The foregoing resolution was passed and adopted this 14TH day of February 2022, by the following vote of:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

JOINT USE AGREEMENT

Between

THE BANTA UNIFIED SCHOOL DISTRICT

And

THE CITY OF LATHROP

_____, 2022

**JOINT USE AGREEMENT BETWEEN THE
BANTA UNIFIED SCHOOL DISTRICT
AND THE CITY OF LATHROP**

THIS JOINT USE AGREEMENT (“Agreement”) is entered into as of _____, 2022, by and between the Banta Unified School District (“District”), a public school district existing under the laws of the State of California, and the City of Lathrop (“City”), a municipal corporation of the State of California, each a “Party” and collectively the “Parties.”

WHEREAS, Education Code sections 10900 et seq. authorize school districts to enter into facilities use agreements with other public entities, including cities, for the purpose of organizing, promoting, and conducting programs of community recreation and to construct and establish recreation systems at sports fields and similar facilities; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the Government Code (sections 6500 et seq.) provide generally that any city and any public district of this state may, by joint agreement, jointly exercise any power common to the contracting parties; and

WHEREAS, District desires to share the use of its sports fields, outdoor basketball courts and parking lots which are located at the STEAM school at 18001 Commercial Street (“School”), within the River Islands at Lathrop master-planned community in the City (“School Site”); and

WHEREAS, City is a governmental entity which provides community-oriented and recreational facilities and programs to its residents; and

WHEREAS, City desires to become a partner with District in the joint use of the District’s sports fields, outdoor basketball courts and parking lots located at the School under the terms and conditions as set forth under California state law and in this Agreement; and

WHEREAS, the Parties wish to provide use of the sports fields, outdoor basketball courts and parking lots to the general public at days and times when these areas are not exclusively used by students at the School Site in accordance with the policies and procedures contained in this Agreement and such additional policies and procedures as may be developed by the Parties in the future; and

WHEREAS, it is the intent of the Parties to maximize the use of the sports fields, outdoor basketball courts and parking lots at the School Site by allowing District-wide community access to these areas after School Hours and on weekends and during School breaks as much as is possible; and

WHEREAS, the City and the River Islands Public Financing Authority, a California joint powers authority (hereinafter RIPFA), have entered into a Maintenance Agreement for the maintenance and repair of certain Public Facilities (as that term is defined in the 9-30-2013 Maintenance Agreement) within River Islands and RIPFA has formed a Community Facilities District 2012-01 to fund the maintenance and repair of certain Public Facilities in River Islands at no cost to the City; and

WHEREAS, the District agrees the execution of this Joint Use agreement establishes this 16-acre parcel as a Public Facility 50% of the time and the District will therefore seek 50% of the regular maintenance costs from RIPFA but not the City;

NOW THEREFORE, the Parties hereby agree as follows:

1. Term.

The term of this Agreement shall be for fifty (50) years commencing on _____, 2022 and ending on _____, 2072, which will automatically renew annually each year, unless otherwise terminated or extended under paragraph 21 of this Agreement.

2. Joint Use Area.

- A. District owns the School Site as depicted in Exhibit A. That portion of the School Site subject to this Agreement ("Joint Use Area") includes parking areas and outdoor basketball courts and sports fields as depicted in Exhibit B.
- B. Upon execution of this agreement District shall grant to the City a separate easement for a portion of the Joint Use Area ("Easement Area"). That area is depicted in Exhibit C. The Parties will enter into the Easement Agreement for the Easement Area in in the form of Exhibit D.
- C. The City acknowledges that the acreage in the Easement Area will be used to satisfy River Islands Development's (RID) obligation to provide Quimby Act acreage for its development impacts. The entire Joint Use Area will be considered a Community Park for the River Islands Master Parks and Open Space Plan, but River Islands will only receive Community Park credit equal to 8.7 acres equal to the acreage of the easement area (8 acres) and the .7-acres for the tot lot and public restroom facility.
- D. District has entered into a long-term lease of the School to River Islands Academies ("RIA"), a public school district. RIA shall be required to comply with the terms of this Agreement with respect to all operating and maintenance rights and obligations under the terms of its Lease with District.

3. Upgrades.

Within 90 days of Agreement execution by all Parties, City shall cause the following upgrades to be made at the School Site ("Upgrades"):

- A. Fencing – As part of the Master Parks and Open Space Plan obligation and in exchange for the 8.7 acres of Community Park credit, City shall cause River Islands Development to pay for and construct a new 6' chain link

fence in the location identified on Exhibit B. The fence shall include lockable gates, along Somerston Parkway, Academy Drive and Marina Drive. River Islands Development will also be responsible for the adjustment of the existing fence west of the three northern basketball courts in order to allow community access during Non-School Hours.

- B. Soccer Goals - City shall provide five (5) sets of Heavy-Duty NCAA Regulation Portable Soccer Goals (24 feet wide, 8 feet high, and 9 feet deep)
- C. Cricket Pitch – City shall design and install a 15’ x 100’ cricket pitch within the joint use area. This pitch will be concrete based and covered with an all-weather synthetic surface. The pitch will be located in a manner to provide minimal impact to the ability to provide multiple playing fields at this location.
- D. Signage – City shall provide signage at each lockable gate that would describe the hours of City operation and would clearly indicate School Day Hours (as defined in Section 6) when the community is not allowed access.

Access to the Joint Use Area by the community shall not occur until the Upgrades have been completed.

4. Contributions for Maintenance and Repair.

- A. District shall be responsible for performing all maintenance and repair of the Joint Use Area. District has reviewed the Maintenance Agreement for the maintenance and repair of Public Facilities within River Islands between the City and RIPFA and agrees to seek reimbursement of 50% of the regular maintenance and repair costs of the Joint Use Area from RIPFA and Community Facilities District 2012-01. District agrees it shall have no right to reimbursement from the City for any costs of maintenance and repair of the Joint Use Area.
- B. District shall provide RIPFA annually copies of all invoices associated with the annual maintenance and repair of Joint Use Area, City shall cause RIPFA to annually reimburse District 50% of the total associated expenses.
- C. If either Party hosts a tournament or other scheduled event that is extraordinary to the normal use of the Joint Use Area, that Party shall be responsible for any extra costs associated with such event. The hosting Party may defer those costs to the participants of the event.

5. Purpose of Joint Use Areas.

The purpose of this Agreement is to provide the District students at the School with facilities for school purposes, and the community members of the City regular access to the Sports Fields for organized sports in a manner consistent with the City's Master Parks and Open Space Plan ("Parks Plan") for the River Islands Development ("Development"). City acknowledges and agrees that the Joint Use Area is intended to provide the specific types of fields and facilities required by the Parks Plan and that City will program the use of the Joint Use Area during Non-School Hours (as defined below) consistent with the intent of the Parks Plan

6. Scheduling Joint Use Areas.

The Parties agree to cooperate in the coordination of programs and activities conducted at the Sports Fields so as to avoid conflicting uses and to ensure the availability of the Joint Use Area to District, City, and community on an equitable basis. The following guidelines will control the scheduling of the Joint Use Area.

- A. School Use. District shall have exclusive use of the Joint Use Area during the "School Day." The "School Day" is comprised of the hours from 8:00 a.m. to 4:30 p.m. on each day that School is in session. Additionally District shall have priority during Non-School Hours, Monday through Friday, for the use of the Joint Use Area over other users..
- B. City Use. The Joint Use Area shall be available for City and community use for the maximum extent possible after the School Day on days when School is not in session and on weekends. ("Non-School Hours".)
- C. Priority During Non-School Hours*. During Non-School Hours, District shall have priority in scheduling the entire Joint Use Area for School and District related functions and events for up to ten (10) weekend days per year. Following the establishment of these 10 dates annually, the Joint Use area will be available for use within the following priorities:
 - 1st Priority: District/City programs
 - 2nd Priority: Local Youth programs
 - 3rd Priority: Private (Third-Party) Rentals

* During Non-School Hours when the joint use facility is not programmed for above uses it will be open to the public for drop in usage as a community park site.

D. Scheduling Timetable.

- 1. Prior to November 1st of each School year, District shall provide City with a preliminary schedule of all proposed District uses for the following school year.

2. Prior to January 15th of each year, City shall submit to District a proposed schedule of all City uses for the following school year.
3. Based on the District's and City's proposed schedule, City shall create a Proposed Schedule for District, City and community events at the Joint Use Area during the School Day and Non-School Hours.
4. Notwithstanding any schedule referenced above, the Parties acknowledge that District often does not receive its soccer schedule until the soccer season is about to begin. Therefore, for any school soccer practice, games, or for any tournaments hosted by the District, District shall have first priority for the use of the Sports Fields Monday through Friday during Non-School Hours and such use shall be at no extra cost to District.

7. Coordination.

The designated representatives of the Parties shall meet at least annually to discuss operations and scheduling of the Joint Use Area and make any necessary adjustments. The Parties agree to use good faith efforts to accommodate both Parties' use of the Joint Use Area.

8. Compliance With Law.

Any and all persons using the Joint Use Area shall abide by applicable local, state and federal laws and regulations as well as abide by District Policies and Administrative Regulations applicable to the use of the Joint Use Area as a Community Park.

9. Operations of Joint Use Area.

- A. District shall be responsible for the day-to-day operations of the Joint Use Area except as otherwise provided in this Agreement.
- B. District shall be responsible for providing staffing and supervision during the School Day when School is in session and during any official, school-sponsored activities that occur during Non-School Hours.
- C. City shall be responsible for providing staffing, supervision, and security during all times during which the Joint Use Area is used for City programs, activities and events.
- E. City shall be responsible for the scheduling, management, and permitting of all Non-School hour uses or rentals of the Joint Use Area. Including the processing and approval of Field Reservation Permits, collection of associated fees, and required insurance as identified within section 13 of this agreement.

F. District agrees that the City shall utilize approved Field Reservation Permit form included as Exhibit D and dated February 2022 for rentals of the Joint Use Area. City also agrees to resubmit a copy of the Field Reservation Permit to the District for approval following any changes or updates to the document. In the event those changes are not acceptable to the District, those changes shall not apply to the Joint Use Area and only the terms as written in February 2022 and included in Exhibit D shall apply.

10. Third-Party User Fees and Permit Conditions.

City will be responsible for the setting of users fees for third party renters of the Joint Use Area during Non-School Hours. These fees will be consistent with other rentable spaces throughout the City. Costs associated with the use of the Joint Use Area by community groups shall include but are not limited to custodial support, additional trash pickup costs, and custodial services, including overtime pay for District custodians or City Staff if they must re-clean the Sports Fields and/or Joint Parking Areas. Charges shall be paid by the group or entity before the date of the event or start of the activity. Any fees associated with additional cleaning will be passed along to the responsible third-party. If the user fees set by the City are not sufficient to cover all the costs referenced in this paragraph, then City (and not RIPFA) shall pay for the shortfall.

The Parties to this Agreement agree to a zero-tolerance policy for any group not complying with the terms outlined in the plans.

11. Scheduling of Repairs.

District shall perform any required repairs and shall attempt to schedule such repairs during Non-School Hours, or breaks when school is not in session in a manner consistent with City procedures for other parks that would minimize conflicts with a scheduled City uses.

12. Student Safety.

The safety and security of District students and staff are of the utmost importance. Therefore, use of the Sports Fields during School Hours will be limited to use by students, teachers, and other District staff. All use by non-District users (both for City-sponsored and other community events) will take place on after 4:30 pm Monday through Friday on weekends, or days when School is not in session and will abide by District Policies and Administrative Regulations applicable to the use of the Joint Use Area as a Community Park. These District policies shall require that all visitors shall register immediately at the principal's office upon entering the School grounds when School is in session.

Additionally, District understands that City desires to install a Cricket Pitch prior to the completion of Upgrades. Any construction activity of the Pitch must occur during Non-School Hours and as noted above, any use of such Pitch shall not occur until the Upgrades are complete.

13. Insurance.

- A. Each Party agrees to either self-insure, secure excess insurance coverage or purchase and maintain insurance in an amount not less than specified below or insure against damages or injuries which may arise from the activities contemplated by this Agreement. Such insurance shall be in the form of a commercial general liability insurance policy and automobile policy, both with a combined single limit of not less than One Million Dollars (\$1,000,000), which policy shall include or be endorsed to include the other Party as well as the District's tenant and RIPFA as an additional insured. The Parties agree to provide evidence of such insurance upon request. Each Party shall also carry Workers' Compensation Insurance for its own employees as required by law.
- B. City shall require all third party users of the Joint Use Area to provide, purchase, and maintain insurance in an amount not less than specified below or insure against damages or injuries which may arise from the activities utilizing the Joint Use Area. Such insurance shall be in the form of a commercial general liability insurance policy with a combined single limit of not less than One Million Dollars (\$1,000,000), which policy shall include or be endorsed to include the City and District, its tenant and RIPFA as additional insureds.

14. Hold Harmless and Indemnification.

- A. District Hold Harmless and Indemnity. District shall indemnify, defend, and hold City harmless from all claims or causes of action for injury to persons or damage to property resulting or arising from the use of the Joint Use Area by District.
- B. City Hold Harmless and Indemnity. City shall indemnify, defend, and hold District harmless from all claims or causes of action for injury to persons or damage to property resulting or arising from the use of the Joint Use Area by City for City programs or events at the Joint Use Area.
- C. City shall require all third party users of the Joint Use Area to agree to a release of liability waiver that shall indemnify, defend, and hold City/District, its tenant and RIPFA harmless from all claims or causes of action for injury to persons or damage to property resulting or arising from the use of the Joint Use Area.

15. Fingerprinting.

A. City certifies all City contracted instructors and volunteer coaches utilizing the Joint Use Area for City activities have been cleared by a fingerprint check performed by the California Department of Justice and is not prohibited from being employed by City or having contact with students pursuant to applicable state law. City is obligated to comply with all state requirements for fingerprinting including but not limited to Education Code section 45125.1.

16. Mediation.

A. In an effort to resolve any conflicts that arise in connection with the terms of this Joint Use Agreement, the Parties agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to nonbinding mediation unless the Parties mutually agree otherwise.

B. If mediation is unsuccessful, any controversy or claim arising out of or relating to this Agreement shall be settled, if necessary, by binding arbitration in San Joaquin County in accordance with the arbitration rules of the San Joaquin County Superior Court ("Arbitration Rules"). To the extent that the provisions within this Agreement do not conflict with the Arbitration Rules, the Parties agree to all of the provisions set forth in this Agreement. If the Parties are unable to agree on the arbitrator within thirty (30) days of the receipt of a written request for arbitration, they shall request that the presiding judge of the San Joaquin County Superior Court designate one. The Parties shall each pay one-half of the cost of any arbitration. Each Party shall be responsible for its own attorney's fees and costs as to any such arbitration. Any arbitrator chosen or designated must have experience in real property law. Notwithstanding anything to the contrary, once a written request for arbitration has been made, each Party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 1986, as amended, even if an action has not been filed.

17. Notices and Contacts.

All notices, demands, requests, approvals, authorizations, or designations shall be in writing and shall be given and served upon the other Party or sent by United States registered mail, return receipt requested, postage prepaid, and addressed as follows:

Banta Unified School District:

Superintendent
Banta Unified School District
22375 So. El Rancho Road
Tracy, CA 95304-9413

City: Director of Parks, Recreation and
Maintenance Services
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

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

River Islands Academies (while under tenancy of School):
Executive Director
River Islands Academies
1175 Marina Drive
Lathrop, CA 95330

River Islands Development, LLC
President
73 Stewart Road
Lathrop, CA 95330

Any entity listed above may change its address or contact person by giving written notice to the other Parties.

18. Assignment and Subcontracting.

This Agreement may not be assigned by either Party without the prior written consent of the other Party. City shall not subcontract its work under this Agreement without the prior written consent of District. District reserves the right to approve or disapprove each and every subcontractor and the payment price for each and every subcontractor. Such approval shall not be unreasonably refused. Notwithstanding the above, the Parties understand that District has leased the School to RIA and RIA, during the term of its tenancy, will be acting in the capacity of District with respect to all operational aspects of this Agreement.

19. Civic Center Act.

Both Parties acknowledge that the Sports Field will be identified as a “Civic Center” pursuant to the Civic Center Act and District policy. Both Parties understand that this Agreement is in furtherance of the Civic Center Act policy.

20. Authority of the Parties.

Each person executing this Agreement on behalf of one of the Parties represents and warrants that he or she is duly authorized to execute this Agreement.

21. Termination.

This Agreement shall terminate as follows:

- A. Either party may terminate this Agreement in the event of a material breach which has not been cured within ninety (90) days of written notification of the breach to the breaching Party;
- B. District may terminate the Agreement as to all or a portion of the Joint Use Area if District determines after a duly-noticed public hearing, that the Joint Use Area or a portion thereof is needed for District purposes.
- C. Either Party may terminate this Agreement if costs exceed funds available from additional funding sources to maintain the Joint Use Area. The Party wishing to terminate the Agreement under this sub-paragraph shall provide written notice to the other Party thirty (30) days prior to the date of termination.

22. Entire Agreement.

The foregoing constitutes the entire agreement and understanding between District and City concerning the subject matter of this Agreement, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by District and City.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

BANTA UNIFIED SCHOOL DISTRICT:

By: _____
Superintendent

Date: _____

APPROVED AS TO LEGAL FORM:

By: Parker and Covert

Date: _____

CITY OF LATHROP:

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

Date: _____

ATTEST:

By: _____
City Clerk

EXHIBIT "A" SCHOOL SITE PLAN

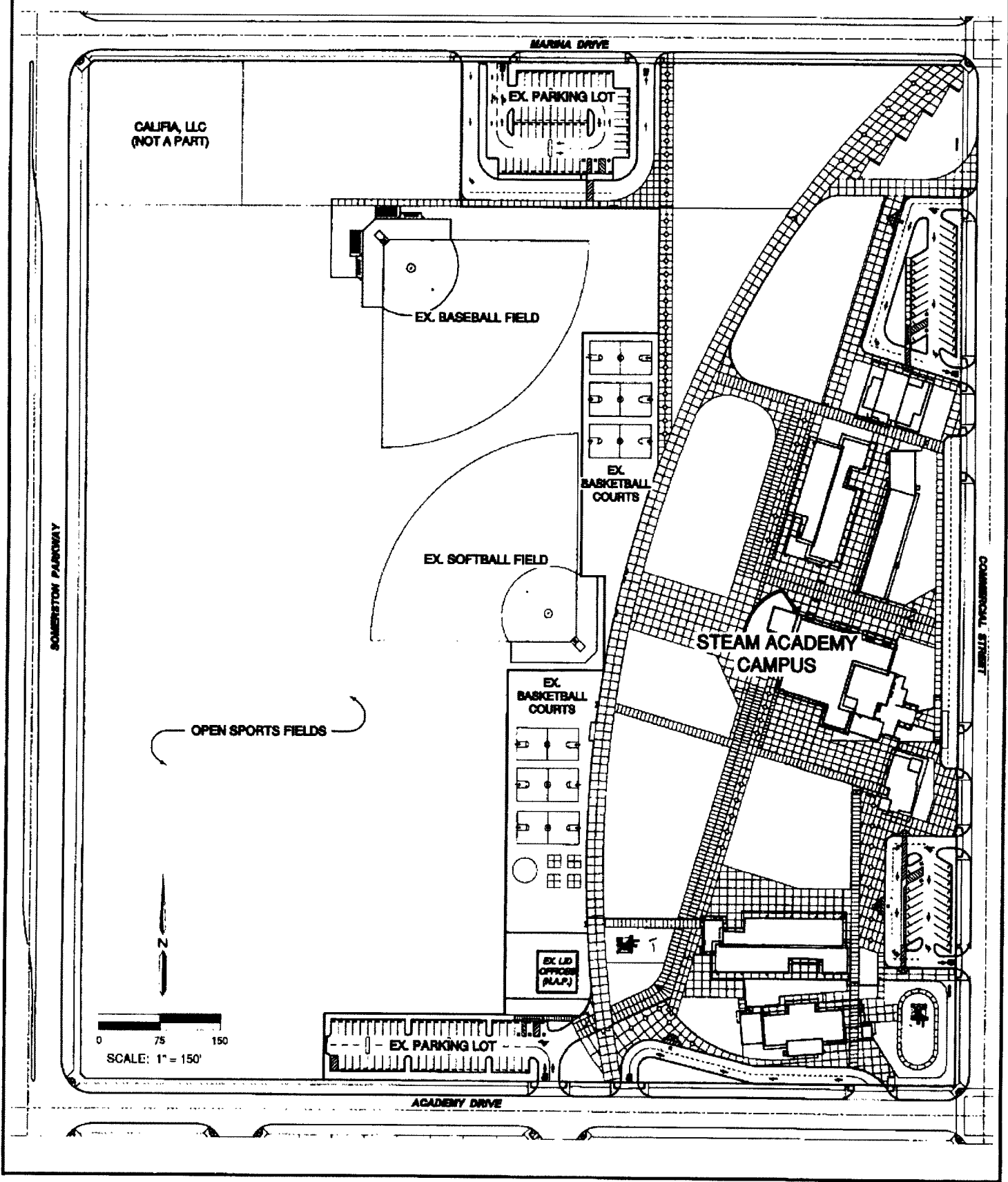


EXHIBIT "B"
JOINT USE AREA

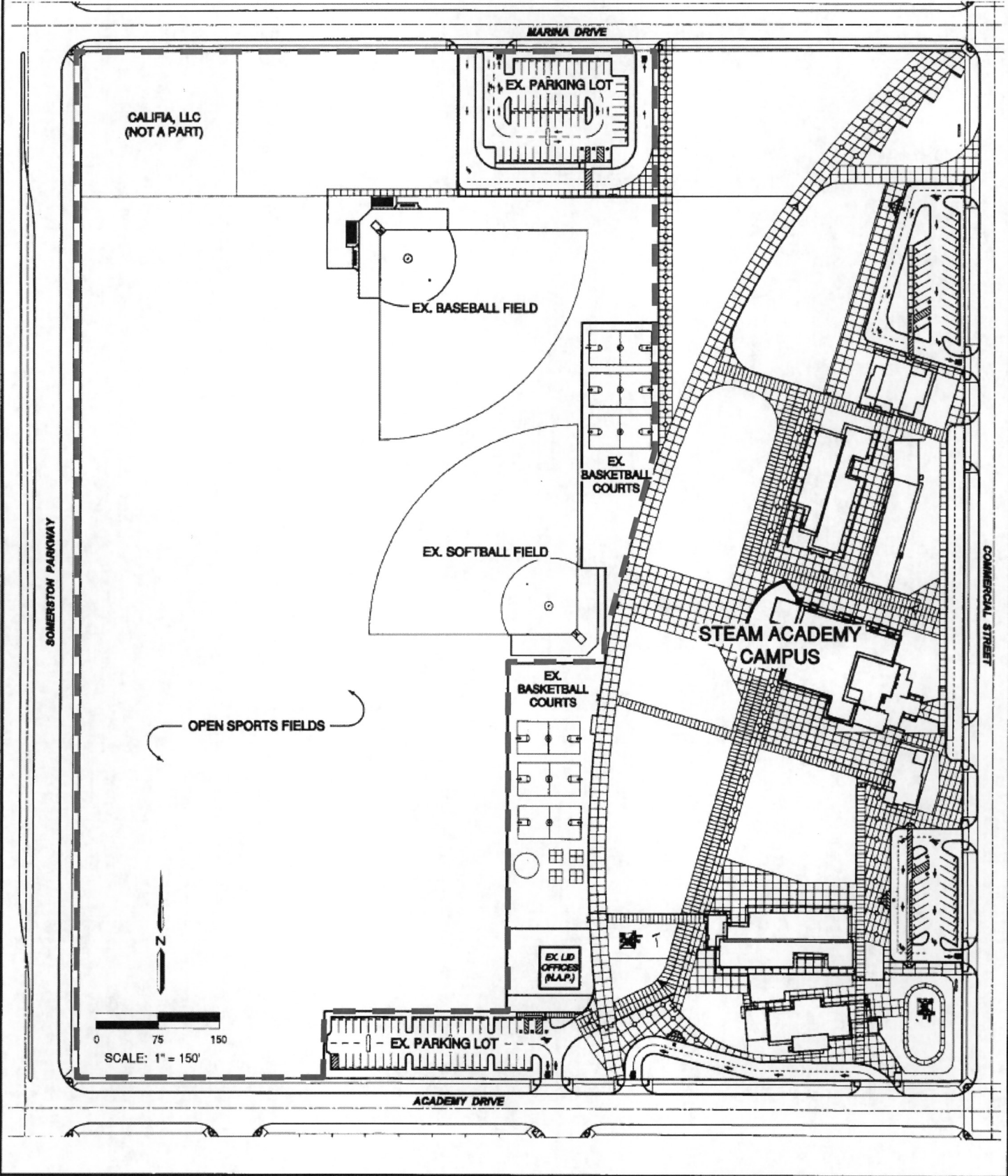


EXHIBIT "C"
EASEMENT AREA
8.7 Acres

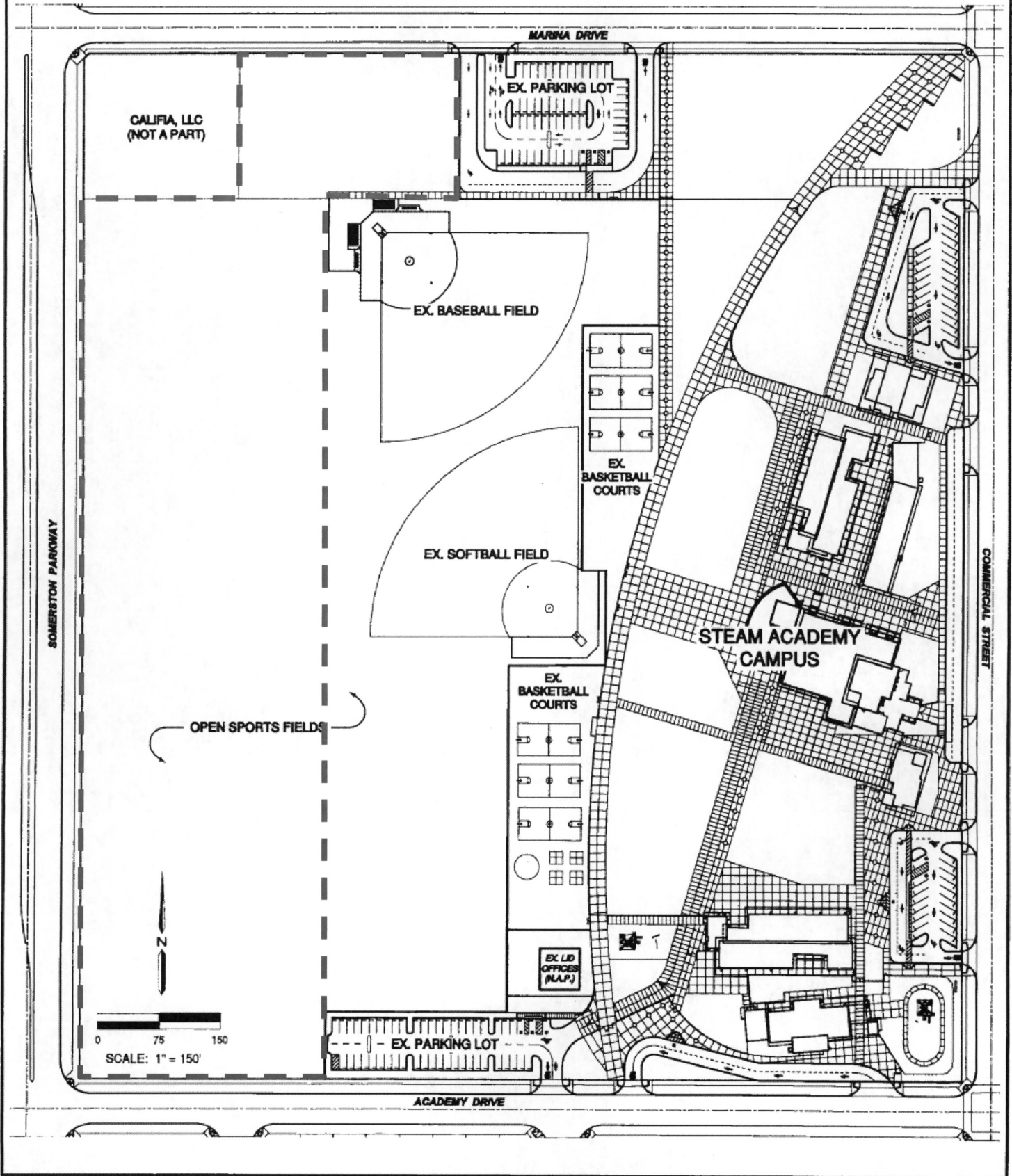


EXHIBIT "D"

RESERVATION FORM Pg 1



Field Reservation Permit Form

City of Lathrop Parks & Recreation Department

15557 Fifth Street, Lathrop CA, 95330 | Phone: 209.941.7370

<https://ci.lathrop.ca.us>

**Parks
Make
Life
Better!**

Instructions					
<p>➤ All sections must be filled out completely. Please print clearly.</p> <p>➤ All fees are due upon application submittal.</p>					
Applicant Information					
Applicant/Contact Name: _____					
Organization Name: (If Applicable) _____				Non-Profit Status 501(c)(3): <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address: _____		City: _____	State: _____	Zip: _____	
Primary Phone: _____		Cell Phone: _____		Email (Required): _____	
Rental Information					
Park Location: _____		Field Location: _____		Time: _____	
Event/Rental Date Requested: _____		Event Detailed Description: <input type="checkbox"/> Practice <input type="checkbox"/> Tournament <input type="checkbox"/> Games			
Sport: <input type="checkbox"/> Basketball <input type="checkbox"/> Baseball <input type="checkbox"/> Softball <input type="checkbox"/> Flag Football <input type="checkbox"/> Soccer <input type="checkbox"/> Cricket Other: _____					
Additional Items: Insurance Provided? <input type="checkbox"/> Yes <input type="checkbox"/> No Reoccurring Rental: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Office use Only					
Date Application Received: _____		Total Paid: \$ _____		Receipt Number _____	
Received By: _____					

EXHIBIT "D"

RESERVATION FORM Pg 2

Acknowledgement of Rental Policies and Procedures

By initialing below, I am acknowledging that I have read each of the policies and agree to adhere to them.

	Alcohol Prohibited (Municipal Code 10.20.010)
	I understand that the consumption and possession of any alcoholic beverages are prohibited in all city parks and facilities.
	Amplified Sound (Municipal Code 8.20.050/8.20.050)
	I understand that amplified sound can only be allowed by approval of the Lathrop Police Services. All sound applications must be submitted when making the reservation. The City of Lathrop is not issuing outdoor sound permits at this time.
	Smoking Prohibited (Municipal Code 12.30.030)
	I understand that smoking is prohibited at all parks, recreation areas, and city buildings.
	Vehicular Access (Municipal Code 10.20.010)
	I understand that NO vehicles are permitted in city parks at any time. No exceptions.
	No Outside Grills (Municipal Code 10.20.010)
	I understand that NO outside grills (charcoal or propane) are permitted in city parks at any time.
	Cancellations
	I understand that a full refund minus a \$15 administration fee will be given for cancellations that are made more than fourteen (14) calendar days prior to the reservation. Cancellations made less than fourteen (14) calendar days prior to the reservation shall forfeit all fees.
	Inclement Weather
	I understand that refunds will NOT be issued due to inclement weather.

General Liability Insurance: The undersigned shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. Undersigned's general liability policies shall be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Workers' Compensation: Organizations with employees shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Undersigned shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

River Islands Joint Use Area Insurance: If activity is taking place on the Joint Use area adjacent to the school site in River Islands insurance documents must also include the Banta Unified School District, its Tenant, RIPFA, its officers, agents, employees as an additional insured

Indemnity/Hold Harmless Agreement: Undersigned shall indemnify, defend, and hold harmless the City and any Joint Use partners, all officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsel's fees and costs of litigation ("claims"), arising out of the Undersigned's performance of its obligations under this agreement or out of the operations conducted by Undersigned, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Undersigned's performance of this agreement, the Undersigned shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsel's fees, incurred in defense of such claims.

Communicable Disease Waiver and Release: Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

EXHIBIT "D"
RESERVATION FORM Pg 3

Organizations: I have read the Facility Use Policy and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.

We (I) have read and fully understand the Policies and Procedures set forth by the City of Lathrop Parks and Recreation Department and agree to adhere to them. We (I) agree that failure to comply with the aforementioned Policies and Procedures will result in permit being revoked and forfeiture of all deposits and fees paid and the City of Lathrop Parks and Recreation Department may deny any future permit requests. Furthermore, we (I) hereby waive, release and discharge the City any Joint Use partners, all agents, volunteers, officers, and employees (hereinafter collectively "City") from any and all claims for damages for any loss, including but not limited to, personal injury, death, or property damage. This release is intended to discharge in advance the City from any and all liability arising out of or connected in any way, even though that liability may arise out of negligence or carelessness on the part of the released parties referenced as "City" above.

Printed Name

Organizations Name

Renter's Signature

Date

Driver's License Number

1

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Signature: _____ Date: _____	

EXHIBIT E
FORM OF EASEMENT TO BE EXECUTED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“Agreement”) dated as of _____ 2022, is made by and between the Banta Unified School District, a public school district existing under the laws of the State of California (“District”), and the City of Lathrop, a municipal corporation of the State of California (“City”). District and City, and each of their respective heirs, successors and assigns, are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. District is the owner of certain real property located in the City of Lathrop, County of San Joaquin, State of California, underlying and surrounding the Easement Area (defined below), upon which District has constructed certain elementary school and middle school improvements (“School Site”). District is willing to grant to City, and City is willing to accept from District, an easement over a portion of the School Site depicted on Exhibit A-1 and described on Exhibit A-2 attached hereto and incorporated herein by this reference (“Easement Area”), in accordance with the terms and conditions set forth herein. The Easement Area includes both sports fields, outside basketball courts and parking areas, as depicted on Exhibit A-1. The Easement Area is approximately eight (8.8) acres in size.

B. District and City have entered into that certain Joint Use Agreement Between the Banta Unified School District and the City of Lathrop, dated _____, 2022. The Joint Use Agreement (as defined below) describes certain sports fields, outdoor basketball courts and parking areas. The Easement Area constitutes only a part of the Joint Use Area designated within the Joint Use Agreement. The Joint Use Agreement and any successor Joint Use Agreement between City and District, and any amendment, modification or extension thereof, is referred to herein as the “Joint Use Agreement.” The Joint Use Agreement, among other things, contains certain terms and conditions pursuant to which the District and the City will share the use of the Easement Area, as well as share the operations and maintenance costs related to the Easement Area and other District property subject to the Joint Use Agreement.

C. The purpose of the Joint Use Agreement and this Agreement is to maximize the use of the school facilities by providing students of District and residents of City regular access to the Easement Area in a manner that does not interfere with District's use of the Easement Area for District's school system and is used by the community in a manner that is consistent with the

Master Parks Plan for the River Islands project. This Agreement is not intended to affect property other than the Easement Area.

D. River Islands Development, LLC, a Delaware limited liability company (“River Islands”), is the master developer of a residential and commercial mixed-use project that is located on approximately 4,800 acres in the City and is commonly referred to as the River Islands Project (“River Islands Project”). The River Islands Project is more specifically described in that certain 2003 Amended and Restated Development Agreement by and between City, Califia, and The Cambay Group, Inc., dated February 4, 2003, and recorded on March 31, 2003, as Document No. 2003-069319 in the Official Records of San Joaquin County (“Official Records”). The Easement Area is located within the River Islands Project on the School Site (as defined in the Joint Use Agreement). As used herein, “River Islands” shall mean River Islands, LLC, or River Islands’ designated successor-in-interest as master developer of the River Islands Project.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, District and City covenant and agree as follows:

AGREEMENT

1. Use of Easement Area. District hereby grants to City a non-exclusive perpetual right to use the Easement Area for the sole purpose of providing community-based athletics in a manner that does not interfere with District's use of the Easement Area for District purposes (“Play Field Easement”) and in a manner that is wholly consistent with the Master Parks Plan governing the River Islands Project. District shall have exclusive use of the Easement Area from the hours of 8:00 a.m. to 4:30 p.m. (“School Hours”) on each day that school is in session (“School Day”). City's and District's respective rights and obligations regarding the Play Field Easement and the use of the Easement Area including use on a School Day outside of School Hours and on days when school is not in session including weekends and holidays (collectively “Non-School Hours”) shall be as described in, and subject to, this Agreement and the Joint Use Agreement and shall be as otherwise mutually agreed upon in writing by District and City. If at any time during the term of this Agreement, the Joint Use Agreement with respect to the Easement Area has been terminated or expired and has not been renewed by mutual agreement of District and City, City and District shall continue to share the Easement Area during the term of this Agreement during Non-School Hours in accordance with the terms and conditions of this Agreement and the Joint Use Agreement last in effect between the parties, until a new Joint Use Agreement is entered into with respect to the Easement Area.

2. Maintenance. District shall maintain the Easement Area and the costs of maintenance shall be shared by City and District as outlined in the Joint Use Agreement.

3. Reservation. District hereby reserves the right to use the Easement Area and to grant such easements and other interests therein for purposes not inconsistent with the rights of City under this Agreement.

4. Restriction on Use. City's use of the Easement Area shall not interfere with school activities or District's use of the Easement Area as further specified in the Joint Use Agreement. City's use of the Easement Area under this Agreement shall be consistent with the terms and conditions of the Joint Use Agreement then in effect and subject to any and all existing

encumbrances or easements on the Easement Area. Additionally, City's use of the Easement Area shall not conflict with the intended use of the specified fields and facilities under the Master Parks Plan for the River Islands Project. If no Joint Use Agreement is in effect, the use shall be consistent with the Joint Use Agreement last in effect. City shall not construct any building, structure or improvement on the Easement Area without the prior written consent of District.

5. Enforcement Rights and Remedies. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the parties, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisee administrators, representatives, lessees and all other persons acquiring the Easement Area, or any portion thereof or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. City and District acknowledge and agree that if any party breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each party agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief including but not limited to an order compelling the breaching party to perform an act which the party is required to perform under this Agreement or which is necessary to bring the breaching party into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates this Agreement.

6. District and City Covenants; Express Third-Party Beneficiary. District and City hereby agree that the Easement Area or a Replacement Easement Area (as defined below) shall continue to be used as playfields and for related athletic purposes, so long as this Agreement remains in effect, and such use shall be consistent with a Joint Use Agreement governing the Easement Area. Until River Islands or its successor in interest is no longer developing or constructing any portion of the River Islands Project (referred to herein as "Buildout"), District and City agree as follows:

(a) This Agreement may not be terminated or amended without the prior written consent of River Islands, such consent not to be unreasonably withheld, provided that such consent may be conditioned upon District and City agreeing to continue to use the Easement Area for sports and related athletic purposes until Buildout;

(b) Upon the reasonable request in writing of River Islands to City and District, City and District will terminate this Agreement and quitclaim their rights hereunder (and shall exercise their best efforts to agree upon and enter into a replacement document related to the subject matter hereof that is mutually acceptable to City, District and River Islands), to the extent River Islands reasonably determines that such actions are necessary for District and River Islands to obtain the maximum funding/reimbursement available for the Easement Area as contemplated by that certain Master School Impact Mitigation Agreement by and between River Islands and District, dated January 27, 2003, and recorded on March 7, 2003, as Document No. 2003-051835 in the Official Records, as such document may from time-to-time be re-stated or amended, and for River Islands to receive park acreage credits from City for the Easement Area; provided that if the Agreement is terminated on River Islands' reasonable request pursuant to this Section 6, then River Islands shall provide to City replacement acreage and facilities sufficient to meet its obligations pursuant to the 2003 Amended and Restated Development Agreement referred to above and the Conditions of

Approval required under Vesting Tentative Map 3491, approved by the Lathrop City Council on July 19, 2005 (or successor map generally covering the same area);

(c) River Islands, though not a signatory to this Agreement, shall be an express third-party beneficiary of the provisions of this Section 6, with the right but not the obligation to directly enforce the obligations of District and City under this Section 6, but with respect only to the requirement that the Easement Area be used for sports fields and parking, provided that River Islands' right as a third-party beneficiary to enforce said obligations shall terminate upon Buildout;

(d) River Islands shall not be a third-party beneficiary to the Joint Use Agreement, and

(e) The parties agree that they will, upon request of the other party or of River Islands, execute and deliver such further documents and do such further acts and things as may reasonably be required in order to affect fully the purposes of this Section 6.

7. Termination/Cancellation. Subject to Section 6(a) above, this Agreement may be terminated or cancelled based on any one of the following grounds:

(a) Upon mutual rescission by City and District including without limitation termination of the Agreement as contemplated by Section 6(b) above.

(b) City agrees in writing to abandon its rights under this Agreement.

(c) Upon ninety (90) days' written notice by District following non-use by City of the Easement Area for a continuous period of five (5) years which use does not recommence within such 90-day notice period.

(d) Upon ninety (90) days' written notice by a party hereto following a Material Breach (defined below) of this Agreement or the then current Joint Use Agreement by the other party, which breach remains uncured for such 90-day period, provided that the alleged breaching party shall not be in default if it commences to cure such breach within such 90-day period and thereafter diligently pursues the cure to completion within 180 days. For purposes of this Agreement, "Material Breach" means a substantial and material breach when considered within the scope of the alleged breaching party's obligations under this Agreement and/or the Joint Use Agreement. Notwithstanding the foregoing, this Agreement shall not terminate during the pendency of any good faith dispute between the parties related to the parties' respective performance hereunder.

(e) Consistent with the judicial interpretation given to Civil Code section 811 concerning extinguishment of easements, City performs any act which is incompatible with the District's use of the Easement Area.

8. Temporary Use. If a substantial event such as an accident, breakage or failure of equipment, fire, flood or other natural disaster occurs that requires the vacation of any classroom facility within District or District needs additional temporary classroom facilities, and it is infeasible for the District to locate temporary classroom facilities in a location other than upon the Easement Area, District shall be permitted to locate temporary classroom facilities on the Easement Area for a period not to exceed two (2) years, provided that the Easement Area shall be used only as a location of last resort for any temporary classroom facilities, and the District shall,

as soon as reasonably feasible, commence and diligently prosecute to completion the repair and/or reconstruction of permanent facilities and remove the temporary classroom facilities from the Easement Area immediately upon completion of permanent facilities. During any period when District requires use of the Easement Area pursuant to this Section 8, City shall not be responsible for its share of the maintenance costs on the portion of the Easement Area occupied by District's temporary classroom facilities.

9. Relocation. District shall have the right from time to time upon at least ninety (90) days' prior written notice to require the relocation of the Easement Area, provided that (i) District shall exercise its rights under this Section 9 in good faith and (ii) District shall provide to City a substitute area on the School Site of approximately equal size, with similar athletic field facilities ("Replacement Easement Area"). To the extent that improvements upon the Easement Area are relocated to the substitute location, District shall be responsible for the costs of such relocation. Upon any such relocation, the parties shall execute and deliver such documents as reasonably required to establish City's right to use the new substituted location in exchange for the relinquishment of its rights to use the former location subject to the Joint Use Agreement.

10. Indemnity: Easement Area Repair.

(a) City shall defend, indemnify, and hold harmless District and its officers, employees, and agents from any and all claims, liabilities, suits, and causes of action for damages for injury to persons or property that arise out of the use of the Easement Area pursuant to this Agreement by City and its officers, employees, agents, invitees, and visitors, save and except for claims, liabilities, suits, and causes of action arising from the sole and active negligence or willful misconduct of District and its officers, employees, and agents.

(b) District shall defend, indemnify, and hold harmless City and its officers, employees, and agents from any and all claims, liabilities, suits, and causes of action for damages for injury to persons or property that arise out of the use of the Easement Area pursuant to this Agreement by District and its officers, employees, agents, invitees, and visitors; save and except for claims, liabilities, suits, and causes of action arising from the sole and active negligence or willful misconduct of City and its officers, employees, and agents.

(c) Except to the extent otherwise specifically agreed to in writing by District and City in the Joint Use Agreement or otherwise: (i) City shall be solely responsible for all repair and/or replacement costs with respect to damage to the Easement Area occurring during or as a result of a City scheduled use; (ii) District shall be solely responsible for all repair and/or replacement costs with respect to damage to the Easement Area occurring during or as a result of District use; and (iii) if damage to the Easement Area occurs at a time when neither District nor City, nor their respective officers, employees, agents, or invitees, is using the Easement Area, District and City shall share equally in the repair and/or replacement cost with respect to the damage. District shall make the repairs and charge City for half the costs of the repairs or replacement costs. City shall reimburse District for its share of the costs within thirty (30) days of receipt of the invoice.

11. General Provisions.

(a) Restriction on Transfer; Binding on Successors. City shall not grant, assign, or otherwise transfer all or any portion of its rights under this Agreement to any person or entity without the prior written consent of District, provided that, with respect to any outright assignment of this Agreement by City, District's consent may be withheld in District's sole and absolute discretion, and otherwise (e.g., if City desires to grant a temporary license or permit to a club or organization using the Easement Area), District's consent shall not be unreasonably withheld, and any such purported grant, assignment, or transfer in violation of this Section 11(a) shall be void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. This Agreement shall be recorded in the Official Records.

(b) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, or (iii) if given by electronic facsimile, when received by the other party if received Monday through Friday between 9:00 a.m. and 5:00 p.m., so long as such day is not a state or federal holiday and otherwise on the next business day.

If to District, addressed to: Superintendent
Banta Unified School District
22375 So. El Rancho Road
Tracy, CA 95304-9413
Facsimile: (209) 835-0319

If to City, addressed to: Director of Parks and Recreation and Maintenance

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Facsimile: (209) 941-7219

With a copy to: City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Facsimile: (209) 941-7219

River Islands (prior to Buildout):
River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attention: Susan Dell'Osso
Facsimile: (209) 879-7928

the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(d) Counterparts. This Agreement may be executed in counterparts each of which shall be an original but all of which taken together shall be one agreement.

(e) No Dedication. Nothing contained herein shall be deemed to be a gift or dedication to the general public, it being the intention of District that this document be strictly limited to and for the purposes expressed herein.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

BANTA UNIFIED SCHOOL DISTRICT:

CITY OF LATHROP:

By: _____
Superintendent

By: _____
City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: Parker and Covert

Date: _____

By: _____
City Attorney
Date: _____

ATTEST:

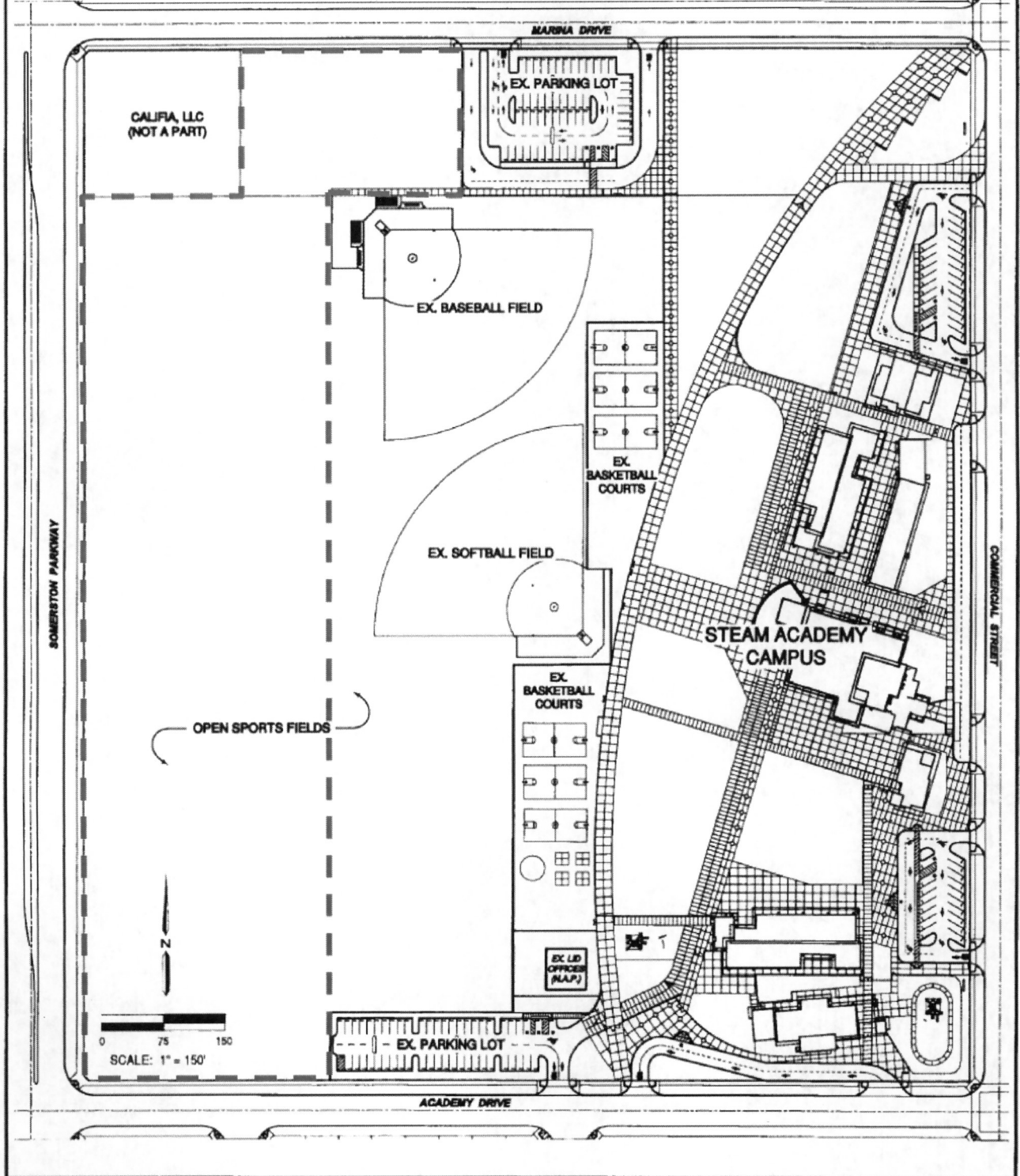
By: _____
City Clerk

RIVER ISLANDS DEVELOPMENT, LC:

By: _____
President

Date: _____

EXHIBIT "A-1"
EASEMENT AREA
8.7 Acres



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(Space Above for Recorder's Use)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“Agreement”) dated as of _____ 2022, is made by and between the Banta Unified School District, a public school district existing under the laws of the State of California (“District”), and the City of Lathrop, a municipal corporation of the State of California (“City”). District and City, and each of their respective heirs, successors and assigns, are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. District is the owner of certain real property located in the City of Lathrop, County of San Joaquin, State of California, underlying and surrounding the Easement Area (defined below), upon which District has constructed certain elementary school and middle school improvements (“School Site”). District is willing to grant to City, and City is willing to accept from District, an easement over a portion of the School Site depicted on Exhibit A-1 and described on Exhibit A-2 attached hereto and incorporated herein by this reference (“Easement Area”), in accordance with the terms and conditions set forth herein. The Easement Area includes both sports fields, outside basketball courts and parking areas, as depicted on Exhibit A-1. The Easement Area is approximately eight (8.8) acres in size.

B. District and City have entered into that certain Joint Use Agreement Between the Banta Unified School District and the City of Lathrop, dated _____, 2022. The Joint Use Agreement (as defined below) describes certain sports fields, outdoor basketball courts and parking areas. The Easement Area constitutes only a part of the Joint Use Area designated within the Joint Use Agreement. The Joint Use Agreement and any successor Joint Use Agreement between City and District, and any amendment, modification or extension thereof, is referred to herein as the “Joint Use Agreement.” The Joint Use Agreement, among other things, contains certain terms and conditions pursuant to which the District and the City will share the use of the Easement Area, as well as share the operations and maintenance costs related to the Easement Area and other District property subject to the Joint Use Agreement.

C. The purpose of the Joint Use Agreement and this Agreement is to maximize the use of the school facilities by providing students of District and residents of City regular access to the Easement Area in a manner that does not interfere with District's use of the Easement Area for District's school system and is used by the community in a manner that is consistent with the Master Parks Plan for the River Islands project. This Agreement is not intended to affect property other than the Easement Area.

Master Parks Plan for the River Islands project. This Agreement is not intended to affect property other than the Easement Area.

D. River Islands Development, LLC, a Delaware limited liability company (“River Islands”), is the master developer of a residential and commercial mixed-use project that is located on approximately 4,800 acres in the City and is commonly referred to as the River Islands Project (“River Islands Project”). The River Islands Project is more specifically described in that certain 2003 Amended and Restated Development Agreement by and between City, Califia, and The Cambay Group, Inc., dated February 4, 2003, and recorded on March 31, 2003, as Document No. 2003-069319 in the Official Records of San Joaquin County (“Official Records”). The Easement Area is located within the River Islands Project on the School Site (as defined in the Joint Use Agreement). As used herein, “River Islands” shall mean River Islands, LLC, or River Islands’ designated successor-in-interest as master developer of the River Islands Project.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, District and City covenant and agree as follows:

AGREEMENT

1. Use of Easement Area. District hereby grants to City a non-exclusive perpetual right to use the Easement Area for the sole purpose of providing community-based athletics in a manner that does not interfere with District's use of the Easement Area for District purposes (“Play Field Easement”) and in a manner that is wholly consistent with the Master Parks Plan governing the River Islands Project. District shall have exclusive use of the Easement Area from the hours of 8:00 a.m. to 4:30 p.m. (“School Hours”) on each day that school is in session (“School Day”). City's and District's respective rights and obligations regarding the Play Field Easement and the use of the Easement Area including use on a School Day outside of School Hours and on days when school is not in session including weekends and holidays (collectively “Non-School Hours”) shall be as described in, and subject to, this Agreement and the Joint Use Agreement and shall be as otherwise mutually agreed upon in writing by District and City. If at any time during the term of this Agreement, the Joint Use Agreement with respect to the Easement Area has been terminated or expired and has not been renewed by mutual agreement of District and City, City and District shall continue to share the Easement Area during the term of this Agreement during Non-School Hours in accordance with the terms and conditions of this Agreement and the Joint Use Agreement last in effect between the parties, until a new Joint Use Agreement is entered into with respect to the Easement Area.

2. Maintenance. District shall maintain the Easement Area and the costs of maintenance shall be shared by City and District as outlined in the Joint Use Agreement.

3. Reservation. District hereby reserves the right to use the Easement Area and to grant such easements and other interests therein for purposes not inconsistent with the rights of City under this Agreement.

4. Restriction on Use. City's use of the Easement Area shall not interfere with school activities or District's use of the Easement Area as further specified in the Joint Use Agreement. City's use of the Easement Area under this Agreement shall be consistent with the terms and conditions of the Joint Use Agreement then in effect and subject to any and all existing

encumbrances or easements on the Easement Area. Additionally, City's use of the Easement Area shall not conflict with the intended use of the specified fields and facilities under the Master Parks Plan for the River Islands Project. If no Joint Use Agreement is in effect, the use shall be consistent with the Joint Use Agreement last in effect. City shall not construct any building, structure or improvement on the Easement Area without the prior written consent of District.

5. Enforcement Rights and Remedies. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the parties, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisee administrators, representatives, lessees and all other persons acquiring the Easement Area, or any portion thereof or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. City and District acknowledge and agree that if any party breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each party agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief including but not limited to an order compelling the breaching party to perform an act which the party is required to perform under this Agreement or which is necessary to bring the breaching party into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates this Agreement.

6. District and City Covenants; Express Third-Party Beneficiary. District and City hereby agree that the Easement Area or a Replacement Easement Area (as defined below) shall continue to be used as playfields and for related athletic purposes, so long as this Agreement remains in effect, and such use shall be consistent with a Joint Use Agreement governing the Easement Area. Until River Islands or its successor in interest is no longer developing or constructing any portion of the River Islands Project (referred to herein as "Buildout"), District and City agree as follows:

(a) This Agreement may not be terminated or amended without the prior written consent of River Islands, such consent not to be unreasonably withheld, provided that such consent may be conditioned upon District and City agreeing to continue to use the Easement Area for sports and related athletic purposes until Buildout;

(b) Upon the reasonable request in writing of River Islands to City and District, City and District will terminate this Agreement and quitclaim their rights hereunder (and shall exercise their best efforts to agree upon and enter into a replacement document related to the subject matter hereof that is mutually acceptable to City, District and River Islands), to the extent River Islands reasonably determines that such actions are necessary for District and River Islands to obtain the maximum funding/reimbursement available for the Easement Area as contemplated by that certain Master School Impact Mitigation Agreement by and between River Islands and District, dated January 27, 2003, and recorded on March 7, 2003, as Document No. 2003-051835 in the Official Records, as such document may from time-to-time be re-stated or amended, and for River Islands to receive park acreage credits from City for the Easement Area; provided that if the Agreement is terminated on River Islands' reasonable request pursuant to this Section 6, then River Islands shall provide to City replacement acreage and facilities sufficient to meet its obligations pursuant to the 2003 Amended and Restated Development Agreement referred to above and the Conditions of

Approval required under Vesting Tentative Map 3491, approved by the Lathrop City Council on July 19, 2005 (or successor map generally covering the same area);

(c) River Islands, though not a signatory to this Agreement, shall be an express third-party beneficiary of the provisions of this Section 6, with the right but not the obligation to directly enforce the obligations of District and City under this Section 6, but with respect only to the requirement that the Easement Area be used for sports fields and parking, provided that River Islands' right as a third-party beneficiary to enforce said obligations shall terminate upon Buildout;

(d) River Islands shall not be a third-party beneficiary to the Joint Use Agreement, and

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7. Termination/Cancellation. Subject to Section 6(a) above, this Agreement may be terminated or cancelled based on any one of the following grounds:

(a) Upon mutual rescission by City and District including without limitation termination of the Agreement as contemplated by Section 6(b) above.

(b) City agrees in writing to abandon its rights under this Agreement.

(c) Upon ninety (90) days' written notice by District following non-use by City of the Easement Area for a continuous period of five (5) years which use does not recommence within such 90-day notice period.

(d) Upon ninety (90) days' written notice by a party hereto following a Material Breach (defined below) of this Agreement or the then current Joint Use Agreement by the other party, which breach remains uncured for such 90-day period, provided that the alleged breaching party shall not be in default if it commences to cure such breach within such 90-day period and thereafter diligently pursues the cure to completion within 180 days. For purposes of this Agreement, "Material Breach" means a substantial and material breach when considered within the scope of the alleged breaching party's obligations under this Agreement and/or the Joint Use Agreement. Notwithstanding the foregoing, this Agreement shall not terminate during the pendency of any good faith dispute between the parties related to the parties' respective performance hereunder.

(e) Consistent with the judicial interpretation given to Civil Code section 811 concerning extinguishment of easements, City performs any act which is incompatible with the District's use of the Easement Area.

8. Temporary Use. If a substantial event such as an accident, breakage or failure of equipment, fire, flood or other natural disaster occurs that requires the vacation of any classroom facility within District or District needs additional temporary classroom facilities, and it is infeasible for the District to locate temporary classroom facilities in a location other than upon the Easement Area, District shall be permitted to locate temporary classroom facilities on the Easement Area for a period not to exceed two (2) years, provided that the Easement Area shall be used only as a location of last resort for any temporary classroom facilities, and the District shall,

as soon as reasonably feasible, commence and diligently prosecute to completion the repair and/or reconstruction of permanent facilities and remove the temporary classroom facilities from the Easement Area immediately upon completion of permanent facilities. During any period when District requires use of the Easement Area pursuant to this Section 8, City shall not be responsible for its share of the maintenance costs on the portion of the Easement Area occupied by District's temporary classroom facilities.

9. Relocation. District shall have the right from time to time upon at least ninety (90) days' prior written notice to require the relocation of the Easement Area, provided that (i) District shall exercise its rights under this Section 9 in good faith and (ii) District shall provide to City a substitute area on the School Site of approximately equal size, with similar athletic field facilities ("Replacement Easement Area"). To the extent that improvements upon the Easement Area are relocated to the substitute location, District shall be responsible for the costs of such relocation. Upon any such relocation, the parties shall execute and deliver such documents as reasonably required to establish City's right to use the new substituted location in exchange for the relinquishment of its rights to use the former location subject to the Joint Use Agreement.

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(a) City shall defend, indemnify, and hold harmless District and its officers, employees, and agents from any and all claims, liabilities, suits, and causes of action for damages for injury to persons or property that arise out of the use of the Easement Area pursuant to this Agreement by City and its officers, employees, agents, invitees, and visitors, save and except for claims, liabilities, suits, and causes of action arising from the sole and active negligence or willful misconduct of District and its officers, employees, and agents.

(b) District shall defend, indemnify, and hold harmless City and its officers, employees, and agents from any and all claims, liabilities, suits, and causes of action for damages for injury to persons or property that arise out of the use of the Easement Area pursuant to this Agreement by District and its officers, employees, agents, invitees, and visitors; save and except for claims, liabilities, suits, and causes of action arising from the sole and active negligence or willful misconduct of City and its officers, employees, and agents.

(c) Except to the extent otherwise specifically agreed to in writing by District and City in the Joint Use Agreement or otherwise: (i) City shall be solely responsible for all repair and/or replacement costs with respect to damage to the Easement Area occurring during or as a result of a City scheduled use; (ii) District shall be solely responsible for all repair and/or replacement costs with respect to damage to the Easement Area occurring during or as a result of District use; and (iii) if damage to the Easement Area occurs at a time when neither District nor City, nor their respective officers, employees, agents, or invitees, is using the Easement Area, District and City shall share equally in the repair and/or replacement cost with respect to the damage. District shall make the repairs and charge City for half the costs of the repairs or replacement costs. City shall reimburse District for its share of the costs within thirty (30) days of receipt of the invoice.

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(b) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below, or sent by electronic facsimile to the telefacsimile numbers set forth below. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, or (iii) if given by electronic facsimile, when received by the other party if received Monday through Friday between 9:00 a.m. and 5:00 p.m., so long as such day is not a state or federal holiday and otherwise on the next business day.

If to District, addressed to: Superintendent
Banta Unified School District
22375 So. El Rancho Road
Tracy, CA 95304-9413
Facsimile: (209) 835-0319

If to City, addressed to: Director of Parks and Recreation and Maintenance

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Facsimile: (209) 941-7219

With a copy to: City Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Facsimile: (209) 941-7219

River Islands (prior to Buildout):
River Islands Development, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attention: Susan Dell'Osso
Facsimile: (209) 879-7928

the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

BANTA UNIFIED SCHOOL DISTRICT:

CITY OF LATHROP:

By: _____
Superintendent

By: _____
City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

By: Parker and Covert

By: _____
City Attorney

Date: _____

Date: _____

ATTEST:

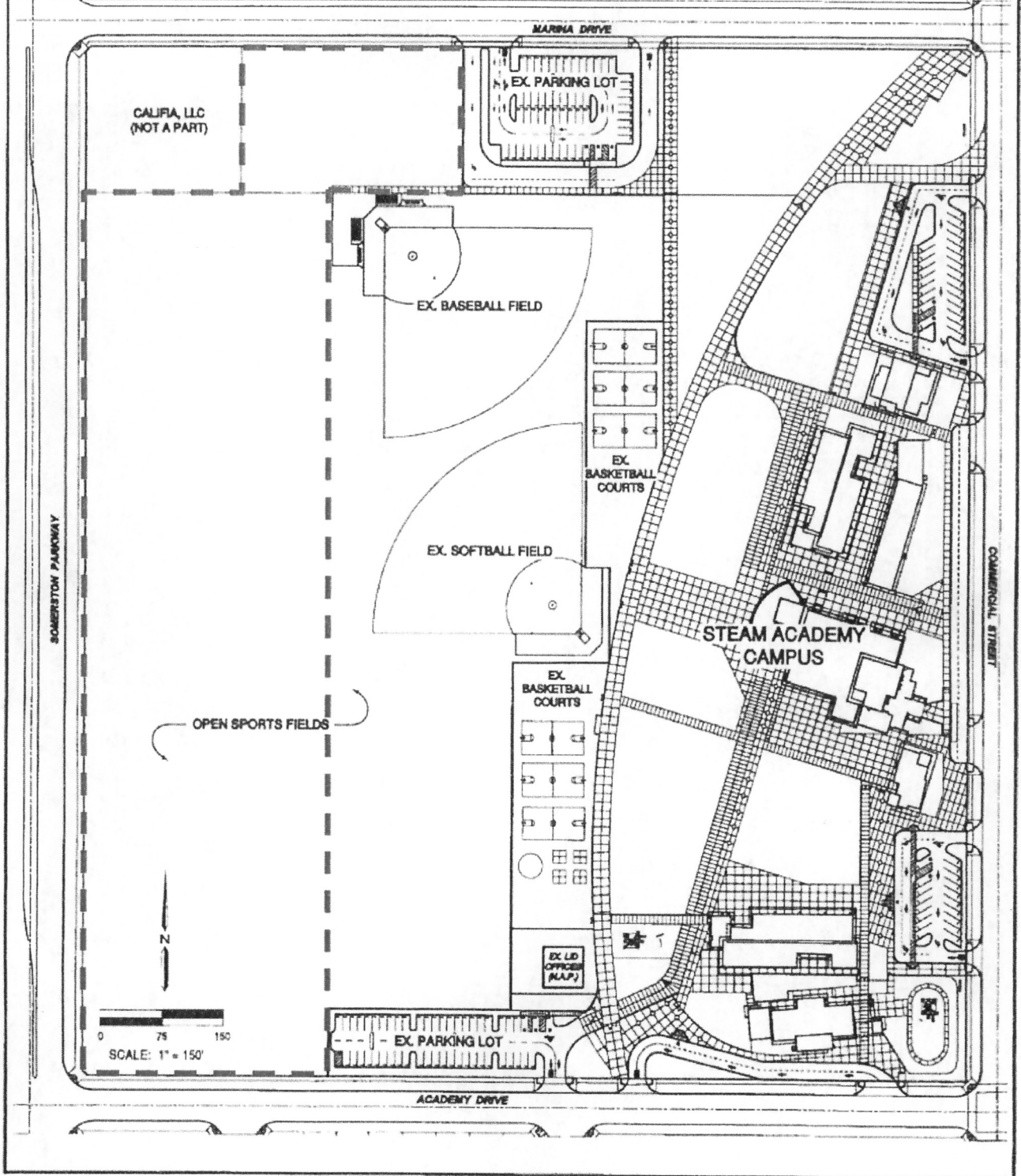
By: _____
City Clerk

RIVER ISLANDS DEVELOPMENT, LC:

By: _____
President

Date: _____

EXHIBIT "A-1"
EASEMENT AREA
8.7 Acres



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CITY MANAGER’S REPORT **PAGE 2**
MARCH 14, 2022, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3833 VILLAGE “L”
FROM RIVER ISLANDS DEVELOPMENT, LLC

Table 1 – Bond Details

Village	Tract	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Warranty Bond Number/Value
L	3833	681509/ \$1,002,000	681509 / \$501,000	681509 / \$102,200

REASON FOR RECOMMENDATION:

City staff has inspected Tract 3833 and confirmed that the improvements have been completed in accordance with City specifications. RID has submitted a master lien release as shown in Attachment “D” for the improvements being accepted. Staff has received the one-year warranty bonds and as-built drawings for said improvements. Staff recommends Council accept the improvements.

FISCAL IMPACT:

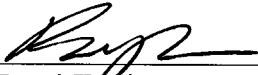
The City’s maintenance costs will increase because of the additional improvements that have to be maintained. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship for the completed improvements. The City’s Service Maintenance CFD 2013-1 has been established to further fund City maintenance and operating costs. A Home Owner’s Association (HOA) has been established for the maintenance of all other improvements within the private streets.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements for Tract 3833 Village “L” from River Islands Development, LLC
- B. Vicinity Map
- C. GASB 34 Report
- D. Developer Lien Release Letter

CITY MANAGER'S REPORT
MARCH 14, 2022, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR TRACT 3833 VILLAGE "L"
FROM RIVER ISLANDS DEVELOPMENT, LLC

APPROVALS:




Brad Taylor
Land Development Manager

3/1/2022
Date



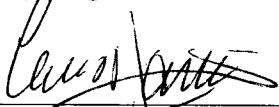
Michael King
Director of Public Works

3/2/2022
Date




Glenn Gebhardt
City Engineer

3/1/22
Date



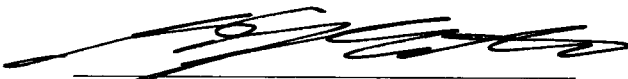
Cari James
Finance Director

3/1/2022
Date



Salvador Navarrete
City Attorney

3-3-2022
Date



Stephen J. Salvatore
City Manager

3.7.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS FOR TRACT 3833 VILLAGE "L" FROM RIVER ISLANDS DEVELOPMENT, 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. Tract 3833 complies with the amended conditions of approval of VTM 3694; and

WHEREAS, as required by the City's subdivision ordinance, the final map for Tract 3833 included a Subdivision Improvement Agreement (SIA) to guarantee any public improvements, which was approved by City Council on April 9, 2018 by Resolution No. 18-4362; and

WHEREAS, the public improvements proposed for City maintenance include the water and sewer improvements within the private streets. A Home Owner's Association (HOA) has been established for the maintenance of all other improvements within the private streets; and

WHEREAS, completion of the public improvements listed in the GASB 34 Report fulfills the associated obligations of the SIA. The bond values and numbers are detailed in Table 1 below. The Performance and Labor & Materials Bonds will be replaced with the Warranty Bond and released upon acceptance of the improvements; and

WHEREAS, the bond values and numbers, provided by River Islands Development, LLC (RID), are detailed in Table 1 below. Staff request Council approve the release of the Performance and Labor & Materials Bonds and their replacement with the Warranty Bond and released upon acceptance of the improvements; and

Table 1 – Bond Details

Village	Tract	Performance Bond Number/Value	Labor & Materials Bond Number/Value	Warranty Bond Number/Value
L	3833	681509/ \$1,002,000	681509 / \$501,000	681509 / \$102,200

WHEREAS, City staff has inspected the public improvements and confirmed that the improvements have been completed in accordance with City specifications; and

WHEREAS, RID has submitted a master lien release for the improvements proposed for acceptance, a one-year warranty bond, and the as-built drawings; and

WHEREAS, the City's maintenance costs will increase because of the additional improvements that have to be maintained. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship for the completed improvements; and

WHEREAS, the City's Service Maintenance CFD 2013-1 has been established to further fund City maintenance and operating costs. A Home Owner's Association (HOA) has been established for the maintenance of all other improvements within the private streets.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop accepts the public improvements for Tract 3833 Village "L" from River Islands Development, LLC and authorizes the release of Performance and Labor and Material Bonds.

The foregoing resolution was passed and adopted this 14th day of March, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

TRACT 3835

RIVER ISLANDS PARKWAY

PARCEL B

**TRACT 3833/
VILLAGE L**

PARCEL C

IMPERIAL DRIVE

CORONADO WAY

MYSTIC DRIVE

PARCEL A1

1

WESTWIND WAY

8

TIDE LINE DRIVE

2

3

PARCEL A2 OFFSHORE WAY

4

PARCEL A1

LAKE 8

7

9

5

PARCEL A3

PARCEL A4

CURRENTS WAY

ANACAPA WAY

6

SOMERSTON PARKWAY

MARINA DRIVE

TRACT 3829

**VILLAGE L
VICINITY MAP
FEBRUARY 2022**

ATTACHMENT C

CITY OF LATHROP PROJECT ACCEPTANCE (GASB 34 REPORT)

Submitted by: _____

Date: 3/1/2022

Tract No.: River Islands Village L - Bungalow

<u>Item</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
8" Sanitary Sewer Pipe	LF	2,110	\$ 28.00	\$ 59,080.00
Sewer Service	EA	38	\$ 2,500.00	\$ 95,000.00
Manholes	EA	16	\$ 4,000.00	\$ 64,000.00
8" Water Line <i>(including all appurtenances)</i>	LF	2,530	\$ 32.00	\$ 80,960.00
Water Services <i>(including 2" water service & 1 water manifold)</i>	EA	38	\$ 4,000.00	\$ 152,000.00
Fire Hydrants	EA	2	\$ 4,000.00	\$ 8,000.00
Blow Off Valve	EA	5	\$ 4,000.00	\$ 20,000.00
Resilient Valve	EA	13	\$ 1,550.00	\$ 20,150.00
Total				\$ 499,000.00

RIVER
ISLANDS

February 22, 2022

Mr. Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Re: Release of Liability – Mechanic’s Liens Pursuant to California Civil Code
(Acceptance of Public Improvements – Village L – Tract 3833)

Dear Glenn:

As part of the acceptance process for certain public improvements scheduled for City Council action at its March 14, 2022 regular meeting, the City has requested that we provide a waiver and release of all liability to the City of Lathrop for any mechanic’s liens that may exist within River Islands Village L.

This letter constitutes River Islands Construction, LLC’s (“RIC”) acceptance of any and all liability regarding any mechanic’s liens that may have been recorded with regards to the aforementioned projects pursuant to Cal. Civil Code §3262. River Islands Construction, LLC shall retain liability for any such liens, including any claims for payment for labor and service provided and equipment and material delivered. Note that RIC has been assigned the original construction contract from River Islands Development, LLC.

In connection therewith, and to the fullest extent permitted by law (which will not permit the City to be indemnified for its sole negligence or willful misconduct), RIC and its successors and assigns shall defend with counsel acceptable to the City, indemnify and hold harmless City, its attorneys, officers, employees and officials (collectively “City Indemnitees”), from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened including but not limited to reasonable attorneys’ fees, litigation expenses and court costs of any kind without restriction or limitation caused by or as a direct consequence of, in whole or in part, any payment claims of Infrastructure Contractors or Infrastructure Mechanic’s Liens for the above improvements. RIC and its successors and assigns shall pay such obligations as they are incurred by City Indemnitees or any of them and, in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect City Indemnitees from fees, costs or liability with respect to such claim or lawsuit.

Should you have any questions or concerns regarding this letter, please contact me at (209) 879-7900.

Sincerely,



Susan Dell’Osso, President

73 West Stewart Road
Lathrop, California 95330

209. 879.7900

RiverIslands.com

RIVER
ISLANDS

cc: Salvador Navarrete, City Attorney, City of Lathrop
Cari James, Director of Finance, City of Lathrop
Ken Reed, Senior Construction Manager, City of Lathrop
Brad Taylor, Associate Engineer
Michael Krill, Controller
Debbie Belmar, Legal Department Manager

73 West Stewart Road

Lathrop, California 95330

209. 879.7900

RiverIslands.com

**CITY MANAGER’S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING**

ITEM 5.1

ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR THE 2022 SAN JOAQUIN COUNTY ONE-VOICE TRIP**

RECOMMENDATION: **Adopt Resolution Authorizing Out-of-State Travel for Up to Two Council Members and the City Manager to Attend the 2022 San Joaquin One Voice Trip to Washington, D.C. from May 7-13, 2022, and Approval of Related Budget Amendment**

BACKGROUND:

Over the past several years, City officials have participated in fifteen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs. On August 9, 2021, the City Council adopted resolution 21-4943 authorizing travel for representation from the City; however due to the increase in COVID-19 cases and new variants, the San Joaquin Council of Governments (SJCOG) trip was cancelled September 2021.

This year, the conference will be from May 7, 2022 (arrival date) through May 13, 2022 (checkout date). In order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor.

City policy requires Council approval for all out-of-state travel. Additionally, commencing with the FY 2012/13 budget process, Council voted to eliminate the One Voice expense from the City Council’s budget. The same was done for subsequent fiscal years. The travel funds were removed from the Council budget with the notion that if Council elected to have one or two Councilmembers attend this event, a budget amendment would be required depending on the selected option.

The City Manager’s travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this event, funds are available in the current budget. If Councilmembers are interested in attending, the following options are available for consideration.

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.	Send City Manager	Approx. \$3,800	None
5.	Do not send representatives in 2022	None	None

This report identifies estimated costs to attend the One Voice visit this year.

**CITY MANAGER’S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
2022 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

REASON FOR RECOMMENDATION:

This trip helps to promote regional projects. In addition, the City has benefited with more than \$1,790,000 in federal appropriations from its efforts over the past fifteen (15) years. Tonight, prior to this report, staff recommended a resolution approving Louise Avenue/I-5 Interchange and Lathrop Road/I-5 Interchange as two priority projects for Federal funding to SJCOG for the 2022 One Voice Trip. These interchange projects are aligned with the thematic concept of trade corridors to enhance the transportation of goods to and from the City of Lathrop.

FISCAL IMPACT:

Depending on tonight’s decision by Council, a budget amendment from the General Fund Reserves to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) will be required to fund Council participants to attend this years’ One Voice Legislative Event. The budget amendment amount may vary depending on the option selected by Council.

Options Include		Cost	Budget Amendment
1.)	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.)	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.)	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.)	Send City Manager	Approx. \$3,800	None
5.)	Do not send representatives of the City in 2022	None	None

ATTACHMENTS:

- A. Resolution Authorizing Out-of-State Travel
- B. San Joaquin One Voice 2022 Registration Information

**CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
2022 ONE-VOICE TRIP OUT-OF-STATE TRAVEL**

APPROVALS:



Teresa Vargas
Government Services Director &
City Clerk

3/8/2022


Date



Cari James
Finance Director

3/9/2022


Date



Salvador Navarrete
City Attorney

3-8-2022

Date



Stephen J. Salvatore
City Manager

3-9-22

Date

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT-OF-STATE TRAVEL FOR UP TO TWO COUNCIL MEMBERS AND THE CITY MANAGER TO ATTEND THE SAN JOAQUIN ONE VOICE TRIP TO WASHINGTON, D.C. FROM MAY 7, 2022 TO MAY 13, 2022, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, over the past several years, City officials have participated in fifteen San Joaquin One Voice visits to Washington D.C., to promote jurisdictional projects and needs; and

WHEREAS, the City Council adopted resolution 21-4943 authorizing travel for representation from the City; however due to the increase in COVID-19 cases and new variants, the San Joaquin Council of Governments (SJCOG) trip was cancelled in September 2021; and

WHEREAS, in previous years, the Mayor, a Council Member, and the City Manager have participated on the trip; and

WHEREAS, in order to prevent a quorum from doing City business during the trip, attendees have traditionally been limited to two (2) members of the Council, one of whom may include the Mayor; and

WHEREAS, commencing with FY 2012/13 budget process, Council approved to eliminate the One Voice expense from the City Council’s budget for a savings of \$3,500 for that fiscal year; and

WHEREAS, the travel funds for subsequent fiscal years were also removed from the Council budget with the notion that if Council elected to have one or two City Council Members attend the One Voice legislative event, a budget amendment request would come back to Council for approval; and

WHEREAS, the City Manager’s travel budget was kept unchanged, therefore, if Council elects to send the City Manager to attend this years’ One Voice legislative event, funds are available; and

WHEREAS, the following options were considered by Council:

Options Include		Cost	Budget Amendment
1.	Send 2 Council Members & City Manager	Approx. \$11,400	Approx. \$7,600
2.	Send 1 Council Member & City Manager	Approx. \$7,600	Approx. \$3,800
3.	Send 1 Council Member	Approx. \$3,800	Approx. \$3,800
4.	Send City Manager	Approx. \$3,800	None
5.	Do not send representatives in 2022	None	None

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves option #___ to have City and Council participant(s) attend this years' One Voice legislative event; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund Reserves to the City Council training and travel account:

Option #	Budget Amendment	Fund Account
1	\$7,600	1010-11-10-435-20-00
2	\$3,800	
3	\$3,800	
4	N/A	
5	N/A	

The foregoing resolution was passed and adopted this 14th day of March 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

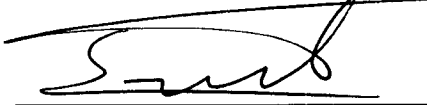
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

The first San Joaquin One Voice® trip to DC since the pandemic is scheduled for May 8-12, 2022 in Washington, DC*. The firm of C.J. Lake, LLC is once again scheduling and facilitating our meetings with our Congressional representatives, various transportation officials, and others from USDOT, housing, education, air quality, and water agencies.

Accommodations:

A block of rooms is being reserved at the Hilton Washington DC Capitol Hill Hotel (formerly Washington Court Hotel) for May 07-13, 2022. SJCOG has negotiated a group rate of \$349 (plus applicable taxes) for single and double occupancy. More details regarding accommodations will follow.

Link: Click to [book a room](#)
Group Name: San Joaquin Council of Governments
Group Code: SJCG
Check-in: 07-MAY-2022 OR 08-MAY-2022
Check-out: 13-MAY-2022
Hotel Name: Hilton Washington DC Capitol Hill
Hotel Address: 525 New Jersey Ave NW Washington,
DC, District of Columbia 20001

Registration:

A \$175 registration fee is required for each participant attending the 2021 San Joaquin One Voice® trip. The fee is due by April 08, 2022 and includes the costs of your materials, breakfast each day, and the Wednesday evening reception.

The registration fee for SJCOG Board members (or their elected designee) is waived, however, we do ask that everyone complete the attached form. Spouses and guests may participate in breakfasts/receptions on a per-diem basis.

Transportation:

Everyone is responsible for booking their own transportation to and from Washington, DC. SJCOG Board members (or their elected designee) shall be reimbursed for 50% of their airfare and hotel costs.

Cancellation Policy:

All cancellations after April 08, 2022 are subject to payment for all costs; i.e. meals, copying fees, etc. Substitutions are always accepted.

Additional Information:

A pre-trip planning session will be scheduled in early April (date and time are pending). We will be discussing logistics for the trip and identifying lead speakers and discussing their roles.

*Please note that plans may be subject to change due to the status of COVID-19 at the time of the trip, ability to meet in person with administration and legislative persons, and travel restrictions



2022 San Joaquin One Voice[®] Registration Form

Name _____ Title: _____

Organization: _____

Address: _____ City: _____

State/Zip: _____ Phone: _____

Email: _____ Cell Phone: _____

Cost is **\$175 per person** and includes all breakfasts and the Wednesday evening reception. Registration fees apply to each **participant** (spouses and/or guests must pay if they will be participating in any meals) and must be paid by April 15. The registration fee is waived for SJCOG Board members. Registration fees underwrite the direct costs of the trip.

Amount Enclosed \$ _____

Additional Contact Information:

If you are filling out this registration form for someone and would like to be included in future communication for scheduling purposes please include your contact information below:

Name: _____ **Title:** _____

Email: _____ **Phone:** _____

Please Note:

The purpose of the San Joaquin One Voice[®] trip is to seek federal support or funding for projects of broad community-wide benefit and regional significance within San Joaquin County. In order to accomplish this goal, we need to present a unified presence as we meet with Congressional, Legislative, and Departmental representatives to advocate for the regionally significant issues that have been agreed upon during the COG selection process.

We understand many of our public officials do double-duty while in D.C. However, please keep in mind the effectiveness of the scheduled One Voice[®] meetings rely on participation from our delegates. Please discuss any separate meetings you may be scheduling with our staff so the One Voice[®] meeting schedule can be modified to insure maximum and comprehensive attendance at all One Voice[®] meetings.



San Joaquin Council of Governments • 555 East Weber Avenue • Stockton, California 95202
Phone: 209-235-0600 • Fax: 209-235-0438 • Email: onevoice2022@sjcog.org



**ITEM: BIENNIAL BUDGET FISCAL YEAR (FY) 2021 – 2022
MID-YEAR REPORT (YEAR 1)**

RECOMMENDATION: Adopt a Resolution Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget Fiscal Year 2021-22 and Related Budget Augmentation Request

SUMMARY:

As part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2022). The financial review as of December 31, 2021, provides a mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2021, measures the budget's adherence to the Adopted Budget. The primary focus of the report is on the General Fund, which accounts for a majority of the City's operations.

Over the last 5 years Lathrop's population has grown by almost 25%. During the pandemic, Lathrop's Building Department processed almost 2,000 building permits. This reflects approximately 5 years' worth of building permits in a 2-year period. Last year Lathrop was the 3rd fastest growing City in the State of California. With the growing population there comes a need for additional staffing to provide services to our residents. The City's tax base and development activity have become solid indicators that Lathrop needs additional staffing to be able to continue to deliver the high level of service that the community has come to expect from City Hall.

In addition, the City has several employees in key positions ready for retirement. In order for the City to ensure they have qualified and experienced staff in place, the mid-year includes several reclassifications and new positions. The table on the next page is a summary of the proposed reclassifications and new/unfunded position created as a result of population growth, retirements and restructuring.

CITY MANAGER'S REPORT **Page 2**
MARCH 14, 2022, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2021 – 2022 MIDYEAR REPORT (YEAR 1)

Department	From	To	FY 21/22 Cost/Savings	Annual Cost/Savings	FTE
Reclass					
City Attorney					
	Sr Administrative Assist Grade 51	Legal Secretary Grade 53	-	2,000	
Human Resources					
	HR Manager Grade 60	HR Manager Grade 67	-	12,300	
	HR Analyst I/II Grade 56	HR Technician Grade 47/3	-	(18,000)	
IT					
	Admin Assistant II Grade 45	Management Analyst I/II Grade 60	13,000	51,700	
Community Development					
	Sr. Administrative Assistant Grade 51	Executive Assistant Grade 54	1,600	5,000	
	Principal Planner Grade 72	Assist Com Dev Director Grade 80	4,000	12,000	
	Assist Planner Grade 55	Assist Planner Grade 58	2,500	7,400	
	Associate Planner Grade 58	Associate Planner Grade 63	-	-	
	Sr. Planner Grade 67	Sr. Planner Grade 69	-	-	
	Principal Planner Grade 72	Principal Planner Grade 74	-	-	
Parks, Recreation and Maintenance Services					
	Management Analyst II Grade 60	Recreation Manager Grade 64	2,800	8,500	
	Recreation Leader Grade 22	Recreation Leader Grade 27	13,300	40,000	
	Sr. Recreation Leader Grade 25	Sr. Recreation Leader Grade 32	7,400	22,000	
	Maint Services Supervisor Grade 59	Landscape and Irrigation Specialist Grade 59	-	-	
Finance					
	Accounting Specialist II Grade 42	Customer Service Rep I Grade 42	-	-	
	Accounting Technician Grade 49	Customer Service Rep II Grade 49	-	-	
	Accounting Manager Grade 76	Customer Service Supervisor Grade 57	-	(77,000)	
	Accountant II Grade 56	Management Analyst I Grade 56	-	-	
	Management Analyst II Grade 60	Senior Accountant Grade 65	-	8,000	
Public Works					
	City Engineer Grade 89	City Engineer Grade 86		(61,000)	
	Utility Operator I Grade 41	Utility Operator I Grade 51			
	Utility Operator II Grade 45	Utility Operator II Grade 56			
	Utility Operator III Grade 59	Utility Operator III Grade 61		35,000	
	Meter Reader I Grade 38	Meter Reader I Grade 41	-	5,000	
	Meter Reader II Grade 42	Meter Reader II Grade 45	-	-	
	Senior Administrative Assistant Grade 51	Management Analyst I/II Grade 60	-	-	
Reclass Total			44,600	52,900	
New/Unfund Positions					
Parks, Recreation and Maintenance Services					
	Parks and Facilities Manager Grade 64		35,000	140,000	1.00
	Streets and Maint Oper Manager Grade 64		35,000	140,000	1.00
	Recreation Supervisor Grade 57		30,000	121,000	1.00
	Administrative Assistant II Grade 45		25,000	97,500	1.00
	Deputy Dir of P,R&M Grade 76	7/1/2022		(209,000)	(1.00)
Community Development					
	Sr. Planner Grade 67		34,000	136,000	1.00
IT					
	Director of Info Systems Grade 85		60,000	240,000	1.00
Public Works					
	Permit Technician Grade 47		25,000	101,000	1.00
	Contract Cost Savings Permit Tech		(35,000)	(140,000)	
	Assistant Engineer Grade 64		37,500	150,000	1.00
	Assistant Engineer Grade 64		37,500	150,000	1.00
	Contract Cost Savings Assist Engineer		(47,000)	(190,000)	
	Senior Civil Engineer Grade 74		52,000	208,000	1.00
	Land Development Manager Grade 79	7/1/2022		(205,000)	(1.00)
Police					
	Crime and Intelligence Analyst Grade 51			(134,000)	(1.00)
	Animal Control Assistant Grade 37			(95,000)	(1.00)
New/Unfunded Positions Total			289,000	510,500	6.00
Total Mid Year Request			333,600	563,400	6.00

Staff recommends that the City Council:

1. Adopt the proposed resolution amending Year 1 (FY 2022) of the adopted Biennial Budget for various funds and projects as identified in Attachment B.
2. Approve proposed new and revised Job Descriptions
3. Amend the City's Grade Step Table (Attachment O)
4. Amend the City's Position Control Roster (Attachment P)

BACKGROUND:

As part of the Biennial Budget process approved by Council in June 2019, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2022). The mid-cycle financial review (as of December 31, 2021) provides a budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2021 measures the budget's adherence to the Adopted Budget. In limited instances, budget actions are recommended in this report to address unforeseen events at the time the budget document was produced and adopted.

The Mid-Year Budget Report for FY 2022 is presented in two categories:

- **General Fund Mid-Year Status:** provides an overview of the general fund revenue, expenditures, and fund balance performance compared to the fiscal plan.
- **Mid-Year Requests:** summarizes staff's recommendations to amend the fiscal plan to address program needs or perform technical adjustments.

General Fund Mid-Year Status

The General Fund supports most of the City's expenditures. After six months' experience in Year 1 of the Biennial Budget, Council is being presented with General Fund budget amendments of \$350,000 in revenue and \$350,000 in expenditures resulting in a General Fund Balance Reserves ending with a projected balance of \$8.1 million at June 30, 2022.

Revenues:

Overall, staff is projecting General Fund revenues will finish the year at \$25.6 million. Sales Tax revenue is performing better than expected, therefore, staff is recommending increasing sales tax revenue by \$200,000 in FY 2022. In addition, staff is recommending an increase of \$150,000 in miscellaneous revenue. The City has seen an increase in the fees associated with the use of online payments for permits, and is recovering these costs through a 3% service charge. Current revenue trends in property tax and sales tax seem favorable and will be evaluated at the end of Year 1 (FY 2022) to recommend additional adjustments to projections if needed.

Expenditures:

Overall, staff is projecting General fund expenditures will finish the year at \$25.6 million. General Fund expenditures are greater than the amended budget level with an increase of \$350,000 offset by additional sales tax revenues of \$200,000 and \$150,000 in miscellaneous revenues for a total revenue increase of \$350,000. Expenditures have increased as the result of staffing and operational programming requests. Almost \$200,000 of the expenditure increase is attributed to building permits being paid for through the City's eSuite online portal that has become very popular during the pandemic. The City has seen an increase in the fees associated with the use of online payments for permits but is also recovering these costs through a 3% service charge that is being passed on to credit card transactions that exceed \$1,500.

GF Reserves/Fund Balance:

The City's General Fund Reserve provides some flexibility to address one-time priority programs, smooth out economic swings, buffer the loss of state and federal revenues, and temporarily support City operations in the event of a catastrophic event (such as an earthquake or fire).

At year-end for FY 2021, staff reported a General Fund Reserves balance of \$8.1 million. With the Council approved amendments to FY 2022 Budget, staff is projecting a General Fund Reserves balance of \$8.1 million at the end of FY 2022.

Mid-Year Requests

As part of the Biennial Budget process approved by Council in June 2021, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2022). The Mid-Year Budget Report includes budget amendments reflecting changes to revenues and expenses in the first six months of Year 1 (FY 2022). Adjustments to the fiscal plan are grouped by Staffing and Program/Project Requests.

Staffing

Due to increased responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions:

New/Unfund Positions

1. Parks, Recreation and Maintenance Services

- a. Create and fund Parks and Facility Manager (Grade 64) – 1.0 FTE - This position will assist the Director of Parks, Recreation and Maintenance Services with additional management level supervision and oversight of the parks and facilities division. This position will oversee the daily operations of the division, set schedules, coordinate job assignments, reach out to citizen's as necessary and provide direction to assigned staff. **Estimated Annual Cost \$140,000**

- b. Create and fund Streets and Maintenance Operations Manager (Grade 64) – 1.0 FTE - This position will assist the Director of Parks, Recreation and Maintenance Services with additional management level supervision and oversight of the streets and operation division. This position will oversee the daily operations of the division, set schedules, coordinate job assignments, reach out to citizen's as necessary and provide direction to assigned staff. **Estimated Annual Cost \$140,000**
- c. Fund Recreation Supervisor – 1.0 FTE – This position will provide director supervision to the recreation staff at the Generations Center and will be responsible for youth development programs, contracted leisure programs and all community special events. **Estimated Annual Cost \$121,000**
- d. Fund Administrative Assistant I/II – 1.0 FTE – This position will be responsible for the operations of the front counter at the Lathrop Community Center, including greeting the public, answering the phone, taking registration, making reservations and assisting program staff. **Estimated Annual Cost \$97,500**
- e. Unfunded Deputy Director of Parks, Recreation and Maintenance Services when vacant – (1.0) FTE – With the retirement of the Director of Parks, Recreation and Maintenance Services, it is anticipated that this position will become vacant in April of 2022. The responsibilities of this position will be taken on by the new requested manager positions. **Estimated Annual Savings \$209,000**

2. Community Development

- a. Fund Senior Planner – 1.0 FTE – In the next 12-18 months it is anticipated that the Community Development Director may retire. Funding and filling the Senior Planner position now, will allow for time to train a new key position in the department. **Estimated Annual Cost \$136,000**

3. Public Works

- a. Fund Permit Technician – 1.0 FTE – This position will help the Building Division keep pace with new construction and the work load created from general population growth. The approval of this position will decrease the dependency on temporary consulting staff. **Estimated Annual Savings \$39,000 (\$101k less \$140k consultant costs)**
- b. Fund 2 Assistant Engineers – 2.0 FTE – These positions will help keep pace with current and planned public and private construction projects. The Division has been receiving consultant support in this role that will no longer be needed once the positions are hired. **Estimated Annual Cost \$110,000 (\$150k*2 positions less \$190k consultant costs)**

- c. Fund Senior Civil Engineer – 1.0 FTE – This position will help keep pace with current and planned public and private construction projects. In addition, this position is needed as part of the ongoing Public Works succession plan strategy as the current City Engineer has announced his retirement effective June 24, 2022. **Estimated Annual Cost \$208,000**
- d. Unfund Land Development Manager when vacant – (1.0) FTE - With the retirement of the City Engineer, it is anticipated this position will become vacant on June 24, 2022. The responsibilities of this position will be absorbed by the new City Engineer and the requested assistant and senior engineers. **Estimated Annual Savings \$205,000**

4. Finance

- a. Create Senior Customer Service Representative (Grade 51) –The position will perform the more complex customer service tasks that require analysis, judgement and decision making. In addition, this position will perform utility billing functions, including daily tasks and serve as back-up to the front counter as needed. This position is to create a level of growth within the customer service series and will not be funded at this time. **Estimated Annual Cost \$0**

5. Police

- a. Unfund Crime and Intelligence Analyst – (1.0) FTE – This is a duplicate position within the new police department. The job duties of this position will be performed by a currently funded Management Analyst. **Estimated Annual Savings \$134,000**
- b. Unfund Animal Control Assistant – (1.0) FTE – With the reorganization of the Animal Control and Code Division to the new Community Service Division this position is no longer needed. The duties of this position will be performed by administrative staff with in the Police Department. **Estimated Annual Savings \$95,000**

Salary Adjustments/Reclassifications

1. City Attorney

- a. Reclass Senior Administrative Assistant to Legal Secretary – Current duties of this position merits reclassification to a legal secretary. The current employee meets the job education and legal experience required. **Estimated Annual Cost \$2,000**

2. Human Resources

- a. Adjust Human Resources Manager classification from a Grade 60 to a Grade 67 – Staff in this position has expanded responsibilities due to the increase in the City workforce. Responsibilities include developing and directing the implementation of goals, objectives, policies, procedures and work standards for the Human Resources Department.

In addition, this position will have supervisory responsibilities.
Estimated Annual Cost \$12,300

- b. Create Human Resource Technician (Grade 47) and reclass Human Resource Analyst I/II to new position. This position will support the Human Resources Department with variety of paraprofessional and technical administrative duties with in the department. **Estimated Annual Savings \$18,000**

3. Information Systems

- a. Reclass Administrative Assistant II to a Management Analyst II – With the transition to the new Lathrop Police Department, the workload in the Information Systems Department has increased substantially. This position will handle accounting duties, including budget preparation, purchasing agreements and contracts, software licensing and assist with the procurement of equipment. **Estimated Annual Cost \$51,700**
- b. Create Director of Information Systems (Grade 85) and reclass Chief Information Officer new position. Staff in this position has expanded responsibilities due to the increase in the City workforce, technology development and management for the new Police Department, and increase in regulatory mandates as it related to information technology and security systems. In addition, this position will have full responsibility of the Information Systems Department, the City's information technology, network systems and cyber security. **Estimated Annual Cost \$240,000**

4. Community Development

- a. Reclass Senior Administrative Assistant to Executive Assistant – This position has a large role assisting with Planning, Zoning and code related inquiries and is lead in the City's addressing processes. This reclass will align this position with its current job duties and functions. **Estimated Annual Cost \$5,000**
- b. Reclass Principal Planner to Assistant Community Development Director- In the next 12-18 months it is anticipated that the Community Development Director may retire. Reclassifying the Principal Planner position to an Assistant Community Development Director now, will allow for transition time to train the new key position in the planning department. **Estimated Annual Cost \$12,000**

- c. Adjust Planner Job Series – Staff reviewed the Planner job series and recommend adjusting the positions as follows to stay in line with the market to be competitive with adjacent jurisdictions:
 - i. Assistant Planner Grade 55 to Grade 58
 - ii. Associate Planner Grade 58 to Grade 63
 - iii. Senior Planner Grade 67 to Grade 69
 - iv. Principal Planner Grade 72 to Grade 74

Estimated Annual Cost \$7,400

5. Parks, Recreation and Maintenance Services

- a. Create Recreation Manager (Grade 64) and reclass Management Analyst II to new position - This position will assist the Director of Parks, Recreation and Maintenance Services with additional management level supervision and oversight of the recreation division. This position will oversee the daily operations of the division, set schedules, coordinate job assignments, reach out to citizen’s as necessary and provide direction to assigned staff. **Estimated Annual Cost \$8,500**
- b. Create Landscape and Irrigation Specialist (Grade 59) and reclass Maintenance Services Supervisor to new position. This position will assist the Parks and Facility Manager with supervising the inspecting, auditing, adjusting and repairing of the City’s turf management, landscape medians, tree canopy and irrigation systems (including newly required recycled water reporting). This is a lateral reclass and has no financial impact. **Estimated Annual Cost \$0**
- c. Adjust Recreation Leaders and Senior Recreation Leaders Job Series; State law requires California workers be paid the minimum wage of \$15.00 and it is anticipated this will be increasing to \$18.00 in the near future. Many competing local employers seeking part-time employees have increased their part-time wages to be attractive and retain part-time talent. As we rely on part-time staff for specific areas of programing, the goal is to remain competitive and be an attractive location for part-time employment. As a result of increasing our Recreation Leader entry level wage, our Senior Recreation Leader would therefore need to be adjusted to remain in line with this increase. Therefore staff recommends the following adjustments:
 - i. Recreation Leader from Grade 22 to Grade 27
 - ii. Senior Recreation Leader from Grade 25 to Grade 32**Estimated Annual Cost \$62,000**

6. Finance

- a. Create Customer Service Representative (CSR) I/II (Grade 42/Grade 49) and reclass two Accounting Specialist II's to CSR I and two Accounting Technicians assigned to utilities to CSR II – The proposed reclassification will more accurately reflect the current job duties and functions of the positions. The CSR I positions will be the lead customer service person at the front counter. The CSR II position in addition to the front counter will lead utility billing and business license processing. This is a lateral reclass and has no financial impact. **Estimated Annual Cost \$0**
- b. Create Customer Service Supervisor (Grade 57) and reclass vacant Accounting Manager to newly created position. This position will provide a layer of supervision to lead, plan, train and review the work of staff performing customer service, billing, licensing and cashiering duties. In addition, this position will handle the more complex customer complaints and water consumption and billing disputes and questions. This will add a mid-level supervisor in the finance department hierarchy and relieve the Deputy Finance Director and the Finance Director of the front counter direct reports. **Estimated Annual Savings \$77,000**
- c. Reclass two Accountant II's to Management Analyst I/II – The two Accountant positions process timecards, do developer billing and complete payroll. Over the next several months it is anticipated with the addition of the new police department, payroll duties will increase significantly. Reclassifying these positions will give the Finance Department the flexibility to add duties including payroll budgeting and grant coordination. This is a lateral reclass and has no financial impact. **Estimated Annual Cost \$0**
- d. Reclass Management Analyst II to Senior Accountant – The role of the Management Analyst II in the Finance Department has continued to take on additional responsibilities as the City's population has grown. In addition to the current duties this position will be responsible for assisting with the coordination, development and administration of the annual budget, balancing monthly cash and preparing the Treasurer Report, and assisting with debt and grant administration. This reclass will align this position with its current job duties and functions and allow the Finance Department flexibility in assigning additional duties. **Estimated Annual Cost \$8,000**

7. Public Works

- a. Adjust City Engineer Grade 89 to Grade 86 on July 1, 2022. It is anticipated that the current City Engineer will retire in June. Staff has taken this opportunity to review the position and current job duties. The proposed adjustment is to bring the position more in line with the current market. **Estimated Annual Savings \$61,000**
- b. Adjust Utility Operator Job Series – The City's utility infrastructure has grown dramatically over the past few years to keep up with development. In addition, the regulatory requirements for these utility systems has become more complex, specifically for drinking water. As a result of this growth and increased complexity, staff reviewed the Utility Operator job series and recommend adjusting the positions to stay in line with the market as follows:
 - i. Utility Operator I Grade 41 to Grade 52
 - ii. Utility Operator II Grade 45 to Grade 56
 - iii. Utility Operator III Grade 59 to Grade 61**Estimated Annual Cost \$35,000**
- c. Adjust Meter Reader Job Series - The City's water system infrastructure has grown dramatically over the past few years to keep up with development. This growth, along with technological improvements to the City's water meter equipment, has resulted in a more complex utility system. As a result of this growth and increased complexity, staff reviewed the staff reviewed the Meter Reader job series and recommend adjusting the positions to stay in line with the market as follows:
 - i. Meter Reader I Grade 38 to Grade 41
 - Meter Reader II Grade 42 to Grade 45**Estimated Annual Cost \$5,000**
- d. Reclass Senior Administrative Assistant Grade 51 in Public Works Administration to a Management Analyst I/II Grade 60 - The role of the Senior Administrative Assistant in the Public Works Department has continued to take on additional responsibilities as the City's population has grown. In addition to the current duties this position will be responsible for assisting with the development and administration of the annual department and CIP budgets, and assisting with grant administration and procurement. This reclass will align this position with its current job duties and functions and allow the Public Works Department flexibility in assigning additional duties. This reclass will utilize salary savings, and therefore will not have a financial impact.
Estimated Annual Cost \$0

General Fund Program/Project Requests

The following program/project requests require additional funding from the General Fund to address a specific need:

1. Parks, Recreation and Maintenance Services: Increase alarm services in the amount of \$13,000 for the purchase of KeyPer System, an electronic key and asset management system for additional security at the City’s corporation yard.

2. Finance: Expenditure increase of \$193,000 is attributed to building permits being paid for through the City’s eSuite online portal that has become very popular during the pandemic. The City has seen an increase in the fees associated with the use of online payments for permits but is also recovering these costs through a 3% service charge that is being passed on to credit card transactions that exceed \$1,500.

GENERAL FUND MID-YEAR REQUESTS SUMMARY		
<i>(in millions)</i>	FY 2022 Amended	FY 2022 Mid-Year
Begin Balance	\$ 8.1	\$ 8.1
Revenue	\$25.2	\$25.6
Expenditures	\$25.2	\$25.6
Fund Balance	\$ 8.1	\$ 8.1

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MARCH 14, 2022, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2021 – 2022 MIDYEAR REPORT (YEAR 1)

Non-General Fund Adjustments

The budget augmentations that are being proposed by staff for funds outside of the General Fund have been summarized in the table and list below:

EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
STREETS FUND - Salaries	2080-30-10-410-11-00	35,000
STREETS FUND - Professional Services	2080-30-10-420-01-00	75,000
STREETS FUND - Street Light Maintenance	2080-30-10-420-33-00	61,890
STREETS FUND - Other Maintenance & Repair	2080-30-10-420-75-00	24,652
STREETS FUND - Other Maintenance & Repair	2080-30-10-430-26-00	22,312
STREETS FUND - Patching Materials	2080-30-10-430-28-00	25,000
BUILDING FUND - Salaries	2015-50-30-410-11-00	25,000
BUILDING FUND - Professional Services	2015-50-30-420-01-00	(35,000)
CONSTRUCTION ENGINEERING - Salaries	2020-50-03-410-11-00	5,200
DEVELOPMENT ENGINEERING - Salaries	2020-50-04-410-11-00	111,400
DEVELOPMENT ENGINEERING - Professional Services	2020-50-04-420-01-00	(47,500)
CROSSROADS STORM DRAIN CITY ZONE FUND - Street Light Maintenance	2500-50-21-420-33-00	3,365
STORM DRAIN CITY ZONE 1 FUND - Alarm Services	2510-50-20-420-18-00	1,300
STORM DRAIN CITY ZONE 1 FUND - Special Fees	2510-50-20-440-40-00	2,500
INDUSTRIAL LMD FUND - Street Light Maintenance	2520-50-14-420-33-00	5,810
MOSSDALE SERVICES CFD 2004-1 FUND - Communication Equip. Repair	2570-50-63-420-72-00	47,620
MOSSDALE SERVICES CFD 2004-1 FUND - Nonstructure Improvements	2570-50-63-450-38-00	48,800
MOSSDALE LMD FUND - Street Light Maintenance	2580-50-64-420-33-00	4,940
MOSSDALE LMD FUND - Other Maintenance & Repair	2580-50-64-420-75-00	25,000
CLSP SERVICES CFD 2019-2 FUND - Street Light Maintenance	2680-50-50-420-33-00	16,200
CLSP SERVICES CFD 2019-2 FUND - Communication Equip. Repair	2680-50-50-420-72-00	5,978
RTIF - LATHROP LOCAL WEST FUND - Fixed Charges	2360-50-10-440-10-00	9,130
CDBG FUND	2650-20-10-440-42-00	5,000
CDBG FUND - General Assistance Grant Program	2650-20-10-440-45-00	27,435
GENERAL GOVERNMENT CIP - GG20-15 - EnerGov Software Implementation	3010-80-00-420-58-00	15,000
GENERAL GOVERNMENT CIP - GG21-14 - Power Shutoff Grant Backup Generator	3010-80-00-420-12-00	50,000
GENERAL GOVERNMENT CIP - GG22-01 - CFF Update	3010-80-00-420-12-00	15,813
GENERAL GOVERNMENT CIP - GG22-04 - City Hall ADA Improvements	3010-80-00-420-12-00	(749)
STREETS CIP - PS21-12 - Pavement Maintenance	3310-80-00-420-12-00	400,000
STREETS CIP - PS22-16 - Traffic Calming Measures	3310-80-00-420-12-00	200,000
STREETS CIP - PS22-18 - Bikeway to ACE Station	3310-80-00-420-12-00	3,247
WATER FUND - Alarm Services	5620-50-50-420-18-00	22,550
WATER FUND - Communication Equip. Repair	5620-50-50-420-72-00	11,090
WATER FUND - SCSWSP O&M Cost	5620-50-50-440-12-00	1,050,446
WATER FUND - Special Fees	5620-50-50-440-40-00	8,560
WATER FUND - Machines and Equipment	5620-50-00-450-20-00	24,689
MWQCF WASTEWATER FUND - Machines and Equipment	6010-50-30-450-20-00	2,430
CTF SEWER FUND - Alarm Services	6080-50-34-420-18-00	10,500
CTF SEWER FUND - Communication Equip. Repair	6080-50-34-420-72-00	28,972
CTF SEWER FUND - Machines and Equipment	6080-50-34-450-20-00	51,620

REASON FOR RECOMMENDATION:

The Mid-Year Budget Report provides an opportunity to adjust operations be in alignment with current City needs while paired with the budget forecast with 6 months of actuals.

FISCAL IMPACT:

The Mid-Year Budget Report provides the City Council a periodic update on the City's Biennial Budget. The fiscal impacts associated with the recommended staffing requests will be funded by offsetting increases in revenue sources as identified. Operating Program and Capital Improvement Project requests totaling \$2,780,200 across all funds are recommended to be funded from the sources identified in the budget amendments attachment.

ATTACHMENTS:

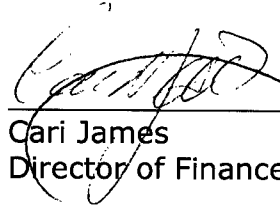
- A. Resolution of the City Council of the City of Lathrop Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget FY 2022 and FY 2023 and Related Budget and Position Control Request
- B. Recommended Budget Amendments for Year 1 of Biennial Budget FY 2022
- C. Job Description: Recreation Manager
- D. Job Description: Parks and Facility Manager
- E. Job Description: Street and Maintenance Operation Manager
- F. Job Description: Landscape & Irrigation Specialist
- G. Job Description: Customer Service Representative I/II
- H. Job Description: Senior Customer Service Representative
- I. Job Description: Customer Service Supervisor
- J. Job Description: Director of Information Systems
- K. Job Description: Human Resources Technician
- L. Amended Job Description: Senior Administrative Assistant
- M. Amended Job Description: Human Resources Manager
- N. Amended Job Description: Community Services Officer I/II/III
- O. Grade Step Table
- P. Position Control Roster

APPROVALS:



Thomas Hedegard
Deputy Finance Director

3/10/2022
Date



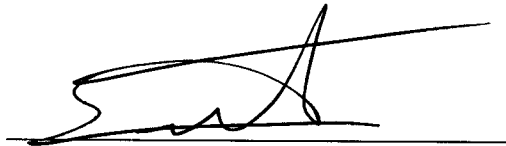
Cari James
Director of Finance

3/10/2022
Date



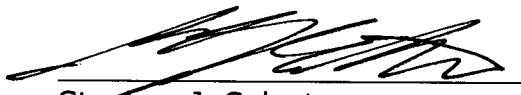
Theresa Roland
Director of Human Resources

3/10/22
Date



Salvador Navarrete
City Attorney

3-10-2022
Date



Stephen J. Salvatore
City Manager

3.10.22
Date

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE MID-YEAR BUDGET REPORT FOR YEAR 1 OF THE
BIENNIAL BUDGET FY 2022 AND FY 2023 AND RELATED BUDGET AND
POSITION CONTROL REQUESTS**

WHEREAS, the City Council of the City of Lathrop adopted the Biennial Budget for Fiscal Year 2021/22 and 2022/23 on June 3, 2021 by Resolution No. 21-4885; and

WHEREAS, as part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2022). The financial review as of December 31, 2021, provides a mid-year budget update to the City Council for the current fiscal year.; and

WHEREAS, at mid-year, a \$200,000 appropriation adjustment is proposed for the General Fund to align the City's expenditures with its current operating needs.; and

WHEREAS, in addition, sales tax revenue is performing better than expected, therefore, staff proposes increasing sales tax revenue by \$200,000; and

WHEREAS, the proposed Mid-Year Report recommends approving the following new job descriptions:

1. Recreation Manager (Attachment C)
2. Parks and Facilities Manager (Attachment D)
3. Streets and Maintenance Operations Manager (Attachment E)
4. Landscape and Irrigation Specialist (Attachment F)
5. Customer Service Representative I/II (Attachment G)
6. Senior Customer Service Representative (Attachment H)
7. Customer Service Supervisor (Attachment I)
8. Director of Information Systems (Attachment J)
9. Human Resource Technician (Attachment K); and

WHEREAS, the proposed Mid-Year Report recommends revising the following job descriptions:

1. Senior Administrative Assistant (Attachment L)
2. Human Resources Manager (Attachment M)
3. Community Resource Officer (Attachment N); and

WHEREAS, the proposed Mid-Year Report recommends approving the amended Grade Step Table and amending the Position Control roster; and

WHEREAS, the proposed Mid-Year Report recommends amending all other City funds based on changes in revenue and expenditure projections as shown on Attachment B of the staff report and adjustments recommended therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Mid-Year Budget Report for Year 1 of the Biennial Budget FY2022 and allow staff to make budget adjustments for FY 2023 to carryforward changes approved; and

BE IT FURTHER RESOLVED, that these new or revised salary adjustments shall be effective the first full pay period after council adoption.

The foregoing resolution was passed and adopted this 14th day of March, 2022, 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

MID-YEAR 2021/22

USE OF FUND BALANCE [(Increase)/Decrease]

Source	GL Account	Amount
GENERAL FUND -Equipment Replacement Reserves	1010-243-00-00	\$ 65,000
GENERAL FUND - Street Reserves	1010-251-03-00	135,000
MEASURE C FUND	1060-253-00-00	30,000
BUILDING SAFETY & INSPECTION FUND	2015-253-00-00	(10,000)
CONSTRUCTION ENGINEERING	2020-253-00-00	69,100
GAS TAX FUND - HUTA	2030-253-00-00	200,000
STREET FUND	2080-253-00-00	26,090
LTF FUND	2140-253-00-00	3,247
STORM DRAIN CITY ZONE 1 FUND	2510-253-00-00	3,800
MOSSDALE SERVICES CFD 2004-1 FUND	2570-253-00-00	96,420
MOSSDALE LLMD FUND	2580-253-00-00	25,000
CLSP SERVICES CFD 2019-2 FUND	2680-253-00-00	5,978
RTIF - LATHROP LOCAL WEST FUND	2360-253-00-00	9,130
WATER FUND	5620-253-00-00	1,117,335
MWQCF WASTEWATER FUND	6010-253-00-00	2,430
CTF WASTEWATER FUND	6080-253-00-00	91,092
Use of Reserves Grand Total:		\$1,869,622

REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]

Source	GL Account	Amount
GENERAL FUND - Sales Tax	1010-15-10-313-01-00	\$ 200,000
GENERAL FUND - Miscellaneous	1010-15-10-371-90-00	150,000
STREET FUND - Parks, Recreation, Maint. Svcs - Miscellaneous	2080-30-10-371-90-00	82,764
STORM DRAIN CITY ZONE 1 FUND - Parks, Recreation, Maint. Svcs - Miscellaneous	2500-50-21-371-90-00	3,365
INDUSTRIAL LMD FUND - Parks, Recreation, Maint. Svcs - Miscellaneous	2520-50-14-371-90-00	5,810
MOSSDALE LLMD FUND - Parks, Recreation, Maint. Svcs - Miscellaneous	2580-50-64-371-90-00	4,940
FEDERAL GRANT FUND - Public Works - PS21-12 - Pavement Maintenance	2150-80-00-333-05-00	400,000
STATE GRANT FUND - Public Works - GG22-04 - City Hall ADA	2160-80-00-331-05-00	(83,050)
CDBG FUND - Economic Development	2650-20-10-333-01-00	5,000
CDBG FUND - Economic Development - Community	2650-20-10-333-01-02	82,301
CDBG FUND - Economic Development - General Assistance Grant Program	2650-20-10-333-01-04	27,435
CLSP SERVICES CFD 2019-2 - Parks, Recreation, Maint. Svcs - Miscellaneous	2680-50-50-371-90-00	16,200
DEVELOPER PROJECT FUND - Contribution from Dev.	2710-80-00-372-01-00	15,813
Revenue Grand Total:		\$910,578

EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]

Source	GL Account	Amount
GENERAL FUND - Finance - Fixed Charges	1010-15-10-440-10-00	\$ 193,000
GENERAL FUND - Information Technology - Salaries	1010-17-20-410-11-00	73,000
GENERAL FUND - Community Development - Salaries	1010-20-10-410-11-00	42,100
GENERAL FUND - Parks, Recreation, Maint. Svcs - Salaries	1010-30-01-410-11-00	25,000
GENERAL FUND - Parks, Recreation, Maint. Svcs - Salaries	1010-30-10-410-11-00	17,500
GENERAL FUND - Parks, Recreation, Maint. Svcs - Communication Equip. Repair	1010-30-10-420-72-00	24,500
GENERAL FUND - Parks, Recreation, Maint. Svcs - Alarm Services	1010-30-20-420-18-00	13,000
GENERAL FUND - Parks, Recreation, Maint. Svcs - Salaries	1010-30-30-410-11-00	23,500
GENERAL FUND - Parks, Recreation, Maint. Svcs - Salaries	1010-30-37-410-11-00	17,500
GENERAL FUND - Public Safety - Salaries	1010-40-20-410-11-00	(95,000)
GENERAL FUND - Public Safety - Community Services - Alarm Services	1010-40-20-420-18-00	5,500
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	5,200
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	5,200
MEASURE C FUND - Public Works - Salaries	1060-19-10-410-11-00	30,000
STREETS FUND - Salaries	2080-30-10-410-11-00	35,000
STREETS FUND - Professional Services	2080-30-10-420-01-00	75,000
STREETS FUND - Street Light Maintenance	2080-30-10-420-33-00	61,890
STREETS FUND - Other Maintenance & Repair	2080-30-10-420-75-00	24,652
STREETS FUND - Other Maintenance & Repair	2080-30-10-430-26-00	22,312
STREETS FUND - Patching Materials	2080-30-10-430-28-00	25,000
BUILDING FUND - Salaries	2015-50-30-410-11-00	25,000
BUILDING FUND - Professional Services	2015-50-30-420-01-00	(35,000)
CONSTRUCTION ENGINEERING - Salaries	2020-50-03-410-11-00	5,200

MID-YEAR 2021/22		
DEVELOPMENT ENGINEERING - Salaries	2020-50-04-410-11-00	111,400
DEVELOPMENT ENGINEERING - Professional Services	2020-50-04-420-01-00	(47,500)
CROSSROADS STORM DRAIN CITY ZONE FUND - Street Light Maintenance	2500-50-21-420-33-00	3,365
STORM DRAIN CITY ZONE 1 FUND - Alarm Services	2510-50-20-420-18-00	1,300
STORM DRAIN CITY ZONE 1 FUND - Special Fees	2510-50-20-440-40-00	2,500
INDUSTRIAL LMD FUND - Street Light Maintenance	2520-50-14-420-33-00	5,810
MOSSDALE SERVICES CFD 2004-1 FUND - Communication Equip. Repair	2570-50-63-420-72-00	47,620
MOSSDALE SERVICES CFD 2004-1 FUND - Nonstructure Improvements	2570-50-63-450-38-00	48,800
MOSSDALE LLMFUND - Street Light Maintenance	2580-50-64-420-33-00	4,940
MOSSDALE LLMFUND - Other Maintenance & Repair	2580-50-64-420-75-00	25,000
CLSP SERVICES CFD 2019-2 FUND - Street Light Maintenance	2680-50-50-420-33-00	16,200
CLSP SERVICES CFD 2019-2 FUND - Communication Equip. Repair	2680-50-50-420-72-00	5,978
RTIF - LATHROP LOCAL WEST FUND - Fixed Charges	2360-50-10-440-10-00	9,130
CDBG FUND	2650-20-10-440-42-00	5,000
CDBG FUND - General Assistance Grant Program	2650-20-10-440-45-00	27,435
GENERAL GOVERNMENT CIP - GG20-15 - EnerGov Software Implementation	3010-80-00-420-58-00	15,000
GENERAL GOVERNMENT CIP - GG21-14 - Power Shutoff Grant Backup Generator	3010-80-00-420-12-00	50,000
GENERAL GOVERNMENT CIP - GG22-01 - CFF Update	3010-80-00-420-12-00	15,813
GENERAL GOVERNMENT CIP - GG22-04 - City Hall ADA Improvements	3010-80-00-420-12-00	(749)
STREETS CIP - PS21-12 - Pavement Maintenance	3310-80-00-420-12-00	400,000
STREETS CIP - PS22-16 - Traffic Calming Measures	3310-80-00-420-12-00	200,000
STREETS CIP - PS22-18 - Bikeway to ACE Station	3310-80-00-420-12-00	3,247
WATER FUND - Alarm Services	5620-50-50-420-18-00	22,550
WATER FUND - Communication Equip. Repair	5620-50-50-420-72-00	11,090
WATER FUND - SCSWSP O&M Cost	5620-50-50-440-12-00	1,050,446
WATER FUND - Special Fees	5620-50-50-440-40-00	8,560
WATER FUND - Machines and Equipment	5620-50-00-450-20-00	24,689
MWQCF WASTEWATER FUND - Machines and Equipment	6010-50-30-450-20-00	2,430
CTF SEWER FUND - Alarm Services	6080-50-34-420-18-00	10,500
CTF SEWER FUND - Communication Equip. Repair	6080-50-34-420-72-00	28,972
CTF SEWER FUND - Machines and Equipment	6080-50-34-450-20-00	51,620
Expenditure Grand Total:		\$2,780,200
TRANSFER IN - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
STREET FUND	2080-9900-393-00-00	\$ 135,000
GENERAL GOVERNMENT CIP - GG20-15 - EnerGov Software Implementation	3010-9900-393-00-00	15,000
GENERAL GOVERNMENT CIP - GG21-14 - Power Shutoff Grant Backup Generator	3010-9900-393-00-00	50,000
GENERAL GOVERNMENT CIP - GG22-01 - CFF Update	3010-9900-393-00-00	15,813
GENERAL GOVERNMENT CIP - GG22-04 - City Hall ADA Improvements	3010-9900-393-00-00	(749)
STREETS CIP - PS21-12 - Pavement Maintenance	3310-9900-393-00-00	400,000
STREETS CIP - PS22-16 - Traffic Calming Measures	3310-9900-393-00-00	200,000
STREETS CIP - PS22-18 - Bikeway to ACE Station	3010-9900-393-00-00	3,247
Transfer In Total:		\$818,311
TRANSFER OUT - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - 2080, GG20-15, GG21-14	1010-9900-990-90-10	\$ 200,000
GAS TAX FUND - PS22-16	2080-9900-990-90-10	200,000
LTF STREETS & ROADS FUND - PS22-18	2140-9900-990-90-10	3,247
FEDERAL GRANT FUND - GG21-12	2150-9900-990-90-10	400,000
STATE GRANT FUND - GG22-04	2160-9900-990-90-10	(83,050)
CDBG FUND - GG22-04	2650-9900-990-90-10	82,301
DEVELOPER CONTRIBUTION FUND - GG22-01	2710-9900-990-90-10	15,813
Transfer Out Total:		\$818,311

CITY OF LATHROP
RECREATION MANAGER

*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:

Under direction of the Director of Parks, Recreation and Maintenance Services, the **Recreation Manager** is responsible for the administration of all operations and activities of the division and division personnel. This responsibility includes the oversight and supervision of full time and part time recreation staff, acting as staff liaison of the Senior Advisory and Youth Advisory Commissions; the creation and implementation of a full calendar of Citywide special events; oversight of contracts for all leisure programs, the development and implementation of a variety of high quality youth and adult sports programs, senior programs, and youth and teen programs to meet the needs of a growing community; manages marketing, community outreach, website, promotional mailers, activity guides and the City's social media platforms. The Recreation Manager ensures excellent customer service standards and reviews all final work products; recommends the purchase of supplies and equipment used in various activities, classes, and events; responsible for the oversight of City Solid waste and community education program, coordinates projects with other departments, and the documentation of incidents for claim reporting.

DISTINGUISHING CHARACTERISTICS:

The **Recreation Manager** is a management level employee responsible for the overall operation of the City's Recreation division, including all related work for future, current and planned programs. This classification has supervisory responsibility of the recreation staff, which will require regularly monitoring and evaluation of assigned staff to ensure they are providing quality work and high productivity. This classification is distinguished from the next higher classification of Director of Parks, Recreation, and Maintenance Services in that the latter has overall responsibility for administering the responsibilities of the Parks, Recreation and Maintenance Services Department.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Director of Parks, Recreation, and Maintenance Services, or designee. Exercises direct and indirect supervision over assigned professional, technical and functional recreation staff.

ESSENTIAL FUNCTIONS: *(included but not limited to)*

- Oversees the functions within the Recreation division, including coordinating and supervising front office operations; processes all personnel and payroll paperwork; supervises, trains and evaluates staff; oversees and participates in the recruitment and selection process; makes recommendations on matters of general policy; oversees customer service and program registration.
- Coordinates, tracks, reviews, and analyzes division budgets for the entire division; compiles budget and grant submittals; coordinates entire division budget and submits to the Finance Department; attends budget meetings with Finance and City Council budget sessions; completes various financial reports; completes year-end financial memos.
- Oversees and manages customer service delivery, including program registration; responds to

public inquiries about programs made by telephone, mail or email; resolves problems and complaints.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
- Orders and maintains inventory of office supplies and uniforms for the division.
- Oversees and manages all City Special Events and Permits
- Oversees and manages all facility usage, both indoor and outdoor.
- Oversees and manages all Solid Waste program, reporting, grant management and outreach.
- Performs related work as required by the Director of Parks, Recreation, and Maintenance Services.
- 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 indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require 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 Recreation Manager, a typical way of obtaining the required qualifications is to possess a minimum of five (5) years of increasingly responsible experience including the supervision and management of full time staff, at least two years' experience in a recreation supervisory capacity or higher, and a bachelor's degree in recreation management, business or public administration of a related field.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification. A certified Park and Recreation Professional (CPRP) is desirable; however not required.

KNOWLEDGE/ABILITIES:

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

Knowledge of:

Modern principles, practices, methods, and material used in assessing the recreation, cultural, and leisure needs of the community, including children, teens, adults, and seniors; procedures for planning, implementing and maintaining a variety of recreation and leisure time activities and programs through community participation; principles and practices of program administration including budgeting and marketing; purchasing and program need forecasting; 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; contract management; municipal budgetary processes and controls; grant management; techniques of research; occupational hazards and standard safety practices; proper English, spelling and grammar; office procedures, methods, and equipment, including computers and office software applications such as Microsoft Office Suite (Word, Excel, Outlook, Power Point); and pertinent federal, state, and local public sector labor and employment laws.

Ability to:

Plan and organize daily work schedules for the various recreation programs; plan, organize and direct children, teen, adult and senior programs and a variety of community classes and sports programs; supervise and participate in the establishment of division goals; design, develop and implement recreation and leisure programs suited to the needs of the community; elicit community and organizational support for community recreation programs; analyze, interpret and explain policies and procedures; prepare and administer the program budget; develop and maintain a wide variety of governmental and private grants; develop and coordinate work programs; respond to issues and concerns from the community; 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 verbal directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both verbally and in writing; establish and maintain effective working relationships; and determine and administer training programs, including safety programs.

CITY OF LATHROP

PARKS AND FACILITIES OPERATIONS MANAGER

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DEFINITION:

Under direction of the Director of Parks, Recreation and Maintenance Services, the **Parks and Facilities Operations Manager** is responsible for the administration of all operations of the division and division personnel. This includes oversight and supervision of Parks and Facilities staff, maintenance and repair of parks, playgrounds, splash pads, dog parks and shelters; landscape medians; right of ways; irrigation; monitoring and reporting of reclaimed-water; coordination of future City park construction and ground operations to ensure safe, quality parks and public spaces are made accessible to the general public; manage the care and maintenance of all City facilities, including City Hall, Police Station, Generations Center, Community Center, Senior Center, and Corporation Yard; management of janitorial operations; oversight of contracted arborist and pest control services; the monitoring, repair, and maintenance of equipment, furniture, ordering of essential supplies in all facilities, coordination of projects with other departments; oversight of incidents for claim reporting, and recommends the purchase of various specialized equipment.

DISTINGUISHING CHARACTERISTICS:

The **Parks and Facilities Operations Manager** is a management level employee responsible for the overall operation of the City's parks and facilities, including all related work for future, current and planned projects. This classification has supervisory responsibility of assigned department staff, will require regularly monitoring and evaluation of assigned staff to ensure they are providing quality work and high productivity. This classification is distinguished from the next higher classification of Director of Parks, Recreation, and Maintenance Services in that the latter has overall responsibility for administering the responsibilities of the Parks, Recreation and Maintenance Services Department.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Director of Parks, Recreation, and Maintenance Services, or designee. Exercises direct and indirect supervision over assigned professional, technical and functional parks and facilities operations staff.

ESSENTIAL FUNCTIONS: *(included but not limited to)*

- Oversee projects, maintenance, and repairs for all aspects of facilities and parks.
- Perform and effectively delegate others in the following activities: Turf maintenance, including seeding, topdressing, aerification, fertilizing and spraying applications of herbicides and insecticides; landscaping (planting, pruning, removal of trees); building, inspecting, and repairing playground equipment.
- Develop preventative maintenance schedules for City assets and ensures activities are completed.
- Manage supply and equipment inventories.
- Oversee the work performed by contractors, consultants, vendors and volunteers and review vendor invoices for accuracy, resolve discrepancies, and process payments.

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- Develop annual department work plan and budget, monitor and track financial activities (expenditures of operations) and prioritize and re-prioritize activities within department budget and work plan.
- Manage and evaluate the overall department functions and activities to develop a park and facility maintenance management plan identifying City assets including labor, material, supplies and equipment, and cycles of maintenance; develop park maintenance standards for work activities such as mowing, athletic field maintenance, pavement maintenance, and custodial maintenance.
- Work with all City departments on special events, programs and other functions which may need assistance in the set-up, repair and/or removal of items or equipment.
- Directs the daily and routine duties and projects related to building carpentry, electrical, plumbing, custodial and related equipment and plans and directs general trade and custodial staff pertaining to building maintenance, repairs, improvements, upkeep and/or repair.
- Prepares bid documents and specifications for vehicles, supplies, building improvements, capital projects, maintenance projects and equipment purchases.
- Prepares and/or directs the preparation of board summaries, monthly reports, and periodic and special reports.
- Performs related work as required by the Director of Parks, Recreation, and Maintenance Services.
- 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 indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require 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 Parks and Facilities Operations Manager. A typical way of obtaining the required qualifications is to possess a minimum of five (5) years of increasingly responsible park and facility operations experience in the public sector including the supervision and coordination of full time staff, and a high school diploma or equivalent, supplemented by specialized coursework in pre-engineering or construction / maintenance technology.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification. Certified Playground Safety Inspector (CPSI), Aquatic Facility Operator (AFO), Qualified Applicator Certificate (QAC) and Arborist are all desirable; however not required.

KNOWLEDGE/ABILITIES:

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

Knowledge of:

Current federal, state, and local regulations that impact park and facility maintenance and operations; municipal government administration; permitting, legal, regulatory, and technical requirements of parks, trees, and landscapes management; modern methods, materials, equipment, and tools used in the planting, cultivating, propagating, fertilizing, and trimming of trees, shrubs, flowers, and lawns; plant pests and diseases, and the methods for their control and eradication; principles and practices utilized in the administration of capital projects; basic construction practices; equipment and maintenance and repair methods used in landscape and hardscape installation, carpentry, pipe fitting, painting, and concrete work; light power equipment used in maintenance and repair work; safe work practices and operations; recordkeeping, business writing, and report writing preparation; principles and techniques of work performance measurement; principles of management, supervision, training, and performance evaluation; contract management; municipal budgetary processes and controls; grant management; techniques of research; occupational hazards and standard safety practices; proper English, spelling and grammar; office procedures, methods, and equipment, including computers and office software applications such as Microsoft Office Suite (Word, Excel, Outlook, Power Point); and pertinent federal, state, and local public sector labor and employment laws.

Ability to:

Coordinate and direct assigned park and facility maintenance services and operations; manage and inspect park and facility maintenance activities; procure and manage maintenance and labor trade contracts and professional services agreements; read and interpret construction plans and specifications; plan, assign work to, direct, and supervise subordinate employees in the performance of park services and facility activities; plan, direct, and coordinate the maintenance and refurbishment of specified City owned property; recommend, implement, and evaluate goals, objectives, programs, projects, policies, and procedures; participate in the preparation and administration of assigned budgets; plan and organize work to meet changing priorities and deadlines; prepare clear and concise technical staff reports, correspondence, policies, procedures, and other written materials; and prioritize a variety of projects and multiple tasks in an effective and timely manner; maintain appropriate, accurate, and effective reports and recordkeeping; communicate tactfully, clearly, and concisely, both verbally and in writing; and establish and maintain cooperative relationships with other staff, the public, contractors and those contacted in the course of work; and determine and administer training programs, including safety programs.

CITY OF LATHROP

STREETS AND MAINTENANCE OPERATIONS MANAGER

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DEFINITION:

Under direction of the Director of Parks, Recreation and Maintenance Services, the **Streets and Maintenance Operations Manager** is responsible for the administration of all operations of the division and division personnel. This includes oversight and supervision of streets and maintenance staff, maintenance and repair of streets and alleyways, sidewalks, right of ways, oversight of contracted street sweeping, graffiti removal, bus stops, drain inlets, signage, pesticide application for weed abatement, cleaning of underpasses, removal trash in public areas, organization of the City's corporation yard, management and maintenance of the City's vehicle fleet, street light maintenance and oversight of street light contract, review and assignment of work orders, coordination of projects with other departments, oversight of incidents for claim reporting and recommends the purchase of various specialized equipment.

DISTINGUISHING CHARACTERISTICS:

The **Streets and Maintenance Operations Manager** is a management level employee responsible for the overall operation of the City's streets and maintenance operations, including all related work for future, current and planned projects. This classification has supervisory responsibility of assigned staff, which will require regularly monitoring and evaluation of assigned staff to ensure they are providing quality work and high productivity. This classification is distinguished from the next higher classification of Director of Parks, Recreation, and Maintenance Services in that the latter has overall responsibility for administering the responsibilities of the Parks, Recreation and Maintenance Services Department.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Director of Parks, Recreation, and Maintenance Services, or designee. Exercises direct and indirect supervision over assigned professional, technical and functional streets and maintenance operations staff.

ESSENTIAL FUNCTIONS: *(included but not limited to)*

- Assist in the development and implementation of departmental goals, objectives, policies, and procedures.
- Manage, direct, and organize street services, including street and sidewalk repair and maintenance; replacement and repair of street signs and streetlights; and street sweeping.
- Assist in the preparation of the department budget, including developing estimates of funding needed for staffing, equipment, materials, and supplies; and recommending capital equipment purchases, including vehicles, infrastructure, and heavy equipment. Administer the approved budget.
- Establish schedules and methods for providing streets and maintenance operations services; identify resource needs; review needs with management staff; allocate resources.
- Monitor and ensure compliance with consultant contracts, solicit and collect bids for new equipment and contracted maintenance work.
- Participate in the selection and appointment of personnel; provide or coordinate staff training; work with employees to correct deficiencies; recommend and implement discipline procedures

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- Research, compile, and analyze technical studies and reports; prepare staff reports on projects; and develop recommendations related to department activities
- Respond to complaints from the public; develop and implement solutions to complex and sensitive technical situations.
- Manages graffiti and trash removal in public areas.
- Directs maintenance and repair activities, including planning, estimating, scheduling, inspection, and monitoring work being performed
- Manages City corporation yard organization, sign shop / signage.
- Manages the City street weed abatement and spraying program.
- Maintains work order management records.
- Interpret design drawings and maps.
- Performs related work as required by the Director of Parks, Recreation, and Maintenance Services.

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 indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require 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 Streets and Maintenance Operations Manager. A typical way of obtaining the required qualifications is to possess a minimum of five (5) years of increasingly responsible street and maintenance experience in the public sector including the supervision and management of full time staff, and a high school diploma or equivalent, supplemented by specialized coursework in pre-engineering or construction / maintenance technology.

License/Certificate:

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

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Streets and Maintenance Operations Manager

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KNOWLEDGE/ABILITIES:

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

Knowledge of:

Current federal, state, and local regulations that impact street and maintenance operations; municipal government administration; permitting, legal, regulatory, and technical requirements of street and maintenance Current federal, state, and local regulations that impact street maintenance and operations; municipal government administration; modern methods, materials, equipment, and tools used in street and maintenance operations; principles and practices utilized in the administration of capital projects; basic construction practices; equipment maintenance and repair methods used in carpentry, painting, and concrete work; power equipment used in maintenance and repair work; safe work practices and operations; recordkeeping, business writing, and report writing preparation; principles and techniques of work performance measurement; principles of management, supervision, training, and performance evaluation; contract management; municipal budgetary processes and controls; grant management; techniques of research; occupational hazards and standard safety practices. Proper English, spelling and grammar; office procedures, methods, and equipment, including computers and office software applications such as Microsoft Office Suite (Word, Excel, Outlook, Power Point); and pertinent federal, state, and local public sector labor and employment laws.

Ability to:

Coordinate and direct assigned street and maintenance services and operations; manage and inspect street maintenance and refurbishment activities; procure and manage maintenance and labor trade contracts and professional services agreements; read and interpret construction plans and specifications; plan, assign work to, direct, and supervise subordinate employees in the performance of daily street and maintenance operations projects; plan, direct, and coordinate the maintenance and refurbishment of specified City owned property; recommend, implement, and evaluate goals, objectives, programs, projects, policies, and procedures; participate in the preparation and administration of assigned budgets; plan and organize work to meet changing priorities and deadlines; prepare clear and concise technical staff reports, correspondence, policies, procedures, and other written materials; and prioritize a variety of projects and multiple tasks in an effective and timely manner; maintain appropriate, accurate, and effective reports and recordkeeping; communicate tactfully, clearly, and concisely, both verbally and in writing; and establish and maintain cooperative relationships with other staff, the public, contractors and those contacted in the course of work; and determine and administer training programs, including safety programs.

Adopted by Resolution 22- _____

Attachment "E"

CITY OF LATHROP

LANDSCAPE AND IRRIGATION SPECIALIST

*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:

Under direct supervision of the Parks and Facilities Operations Manager, **the Landscape and Irrigation Specialist** is responsible for the operation and care of the City's landscape areas and irrigation systems. This includes the evaluation, inspection and repair of the City's irrigation systems to ensure appropriate irrigation water use and function across the City; position will support all aspects of the reclaimed water monitoring and reporting to meet requirements; responsible for working with vendors on landscape care and irrigation development, maintenance and operational schedules; trouble shooting; must organize and performs maintenance tasks including inspecting, auditing, diagnostics, and repair of irrigation systems; oversee the maintenance of all turf, green spaces, ground covers, and the replacement of trees, plants, ground cover, medians, open spaces as required responsible for preparing and lining sports fields for play; must maintain detailed records of inspections, as well as develop and execute plans for upgrades of operational systems.

DISTINGUISHING CHARACTERISTICS:

The Landscape and Irrigation Specialist is an advanced journey level classification in the Parks, Recreation, and Maintenance Services Department that reports directly to the Parks and Facilities Operations Manager. This position performs skilled work in the landscape and irrigation division of maintenance services. This class is distinguished from the next higher classification of Parks and Facilities Operations Manager as the latter is responsible for overseeing all division operational functions and staff within the division.

SUPERVISION RECEIVED/EXERCISED:

Receives immediate supervision from the Parks and Facilities Operations Manager and Director of Parks, Recreation, and Maintenance Services. Incumbents in this class do not routinely exercise supervision over lower level classes; may oversee work assignments performed by contract/contractors.

ESSENTIAL FUNCTIONS: *(included but not limited to)*

- Inspects and repairs irrigation systems at City parks and facilities; makes repairs to irrigation systems including valves, rotors, sprinklers, backflow, and valve boxes.
- Performs field tests on irrigation systems to determine efficiency, completes state required audits. Calculates accurate watering schedules for irrigation systems by combining plant water use, soils and local weather data.
- Manages City Cal Sense Irrigation System
- Reviews designs and installs new irrigation systems at City parks and facilities.
- Monitors irrigation inventory levels and orders supplies as needed.
- Performs turf maintenance functions; fertilizing turf renovation, aeration, top dressing and mowing.
- Performs related maintenance and landscaping duties, including plant replacement and ground cover refurbishment.
- Makes recommendations to supervisor of repairs required beyond capabilities.
- Assists in setting and scheduling irrigation system operations.

- Implements water conservation programs with engineering and attends city events to promote water conservation at community events.
- Ability to read landscape and irrigation designs and diagrams, perform mathematical computations for installations, and the ability to install and maintain complete landscape irrigations systems.
- Ability to operate and use a wide variety of equipment, including but not limited to hand and power tools and heavy machinery.
- Ability to follow and follow through with verbal and written instructions with minimal oversight from supervisor.
- Extensive knowledge in the use of materials, equipment, methods, procedures, and best practices associated with landscape and irrigation.
- Preps all sports fields.
- 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 indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require 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 **Landscape and Irrigation Specialist**. A typical way of obtaining the required qualifications is to possess the equivalent of three (3) years of increasingly responsible landscape and irrigation experience in the public sector, and a high school diploma or equivalent, supplemented by specialized coursework in turf management, irrigation of landscape maintenance.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification. Irrigation Tech Certification, Turf management, pesticide applicator certificate and Cal Sense knowledge are all desirable; however not required.

KNOWLEDGE/ABILITIES:

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

Knowledge of:

Current federal, state, and local regulations that impact landscape and irrigation maintenance; municipal government administration; permitting, legal, regulatory, and technical requirements of parks, trees, and landscape management; modern methods, materials, equipment, and tools used in the planting, cultivating, propagating, fertilizing, and trimming of trees, shrubs, flowers, and lawns; plant pests and diseases, and the methods for their control and eradication; principles and practices utilized in the administration of capital projects; equipment and maintenance and repair methods used in landscape; light power equipment used in maintenance and repair work; safe work practices and operations; recordkeeping, business writing, and report writing preparation; contract management; municipal budgetary processes and controls; office procedures, methods, and equipment, including computers and office software applications.

Ability to:

Coordinate and execute assigned landscape and irrigation operations; read and interpret construction plans and specifications; plan and complete the maintenance, repair and refurbishment of specified City owned property; participate in the preparation and of assigned budgets; plan and organize work to meet changing priorities and deadlines; prepare clear and concise technical staff reports, correspondence, policies, procedures, and other written materials; conduct complex research projects; organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; maintain appropriate, accurate, and effective reports and recordkeeping; operate office equipment, including computer equipment and office software applications; communicate tactfully, clearly, and concisely, both verbally and in writing; and establish and maintain cooperative relationships with other staff, the public, contractors and those contacted in the course of work.

**CITY OF LATHROP
CUSTOMER SERVICE REPRESENTATIVE I/II**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities that are 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:

Under general supervision, learns to perform and performs a variety of clerical and technical accounting duties, which depending on the area of assignment may include accounts payable, accounts receivable, utility billing, business and animal license processing/issuing and general accounting duties; provides customer services in person, by email and by telephone; performs cashiering duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

Customer Service Representative I

The **Customer Service Representative I** is the entry level class in the Customer Service series that allows the incumbent to develop journey level knowledge and abilities. Initially, under immediate supervision, incumbents perform the more routine and less complex accounting support and customer service duties while learning City policies and procedures. Incumbents are expected to perform the full scope of assigned duties, including a wide variety of accounts payable, accounts receivable, utility billing, business and animal license processing/issuing and related support duties. This classification is alternatively staffed with Customer Service Representative 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 class.

The **Customer Service Representative II** is the journey level classification in the Customer Service series. Incumbents are expected to independently perform the full scope of assigned duties, including accounts payable, accounts receivable, business and animal license processing/issuing, utility billing, and related support duties.. This classification is distinguished from the next higher classification of Senior Customer Service Representative in that the latter is responsible for the more advanced para-professional duties within the Department.

SUPERVISION RECEIVED/EXERCISED:

Customer Service Representative I

Receives immediate supervision from the Customer Service Supervisor or higher level staff. Incumbents in this classification do not routinely exercise supervision.

Customer Service Representative II

Receives general supervision from the Customer Service Supervisor or higher level staff. Incumbents in this classification do not routinely exercise supervision but may train lower level staff.

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

- Performs a variety of clerical and technical accounting duties, which depending on the area of assignment may include accounts payable, accounts receivable, business and animal license processing/issuing and general accounting duties; provides customer services in person and by telephone; performs cashiering duties.

Adopted by Resolution: 22-_____

- Receives payments, issues receipts, balances cash and prepares daily bank deposits; gathers payments and documents from the outside drop box; records debits and credits to cash analysis sheet; performs data entry and posts receipts to various City accounts and funds; operates cash register.
- Acts as the City's main receptionist; answers and routes calls as appropriate; receives the public at the front counter; answers questions and processes requests; sorts and processes Department mail; maintains a variety of records and files; orders supplies for the Department.
- Processes all business license requests; assists customers with questions regarding business licenses; routes all business license requests to appropriate departments for approval; maintains posting of payments; mails renewals and past due notices; prints and mails all business licenses upon approval; maintains business license files; notifies Code Enforcement of non-renewals.
- Performs customer service as it relates to the City's Utility services, including billing issues, new accounts, cancellations of accounts, work orders and researching balances owed; performs utility billing duties as required.
-
- Handles accounts payable; sorts and distributes invoices from vendors; contacts vendors regarding invoices and payments; processes invoices; receives departmental approval; enters all pertinent information into the City's computer system; generates, prints, signs and mails checks for payment; files and maintains copies of checks with invoice backups; creates various accounts payable reports.
- Prepares accounts receivable; receives and posts payments for utility billing, business licenses and various fees for other departments.
- Builds and maintains 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 statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. 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 required.

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 **Customer Service Representative I/II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Customer Service Representative I

Two (2) years of increasingly responsible experience performing a wide variety of general clerical, reception, public contact and public service work, providing information and/or directing requests over the telephone and at a public counter.

Customer Service Representative II

In addition to the above, one (1) year of responsible clerical accounting experience, including financial or statistical record keeping, cashiering, accounts receivable, accounts payable, business licenses, and utility billing, and a high school diploma or equivalent supplemented by specialized coursework in accounting or business practices.

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. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

Knowledge of:

Modern principles and practices of financial record keeping, report writing, bookkeeping and basic governmental accounting; bank deposits and cash handling procedures; basic principles of mathematics; customer service principals; applicable federal, state and local laws, codes and regulations, including the City's Business License Municipal Ordinances; 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:

Prepare, maintain and reconcile various financial, accounting and statistical records; keep accurate records; perform cashiering duties accurately; provide customer service by anticipating customers' needs and respond in a timely manner; respond to questions from the public and City personnel regarding policies and procedures for assigned area; 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 an office computer and a variety of word processing, spreadsheet and software applications, including billing and financial systems.

CITY OF LATHROP

SENIOR CUSTOMER SERVICE REPRESENTATIVE

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DEFINITION:

Under general supervision, provides a variety of general office support services related to cashiering, customer service, research and analysis related to customer service, utility billing, and/or other functions as assigned; to respond to more difficult customer inquiries and complaints; and to provide administrative support as assigned.

DISTINGUISHING CHARACTERISTICS:

This is the advanced journey level in the Customer Service series and is distinguished from the Customer Service Representative II in that this class performs the more complex customer service tasks that require analysis, judgement, and decision-making. In addition to complex Customer Service Representatives duties this class will be performing Utility Billing functions, including daily tasks and serve as back-up as needed.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from higher level supervisory, management or department head staff.

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

- Performs difficult or complex customer service support; Resolves the most complex problems involving customer statements, fees, payments and other service related problems.
- Provides training on customer service and utility billing functions.
- Provides assistance to utility billing by completing reports, service orders, and other duties as assigned;
- Responds to questions on utility billing, customer service and other City financial transactions; Acts as liaison to field personnel to initiate or resolve consumption related issues, meter mis-reads and other exceptions related to billing and delinquent accounts.
- Receives revenue for licenses, permits, recreations fees, utility bill payments and other City revenue over the public counter and through the mail.
- Review and approves adjustments refunds, transfers, reversals, cancelled bills, collections, past due account balances and miscellaneous charges; establishes payment plans, activates and closes accounts.
- Post data to various ledgers, registers, journals, and logs according to established procedures.

SENIOR CUSTOMER SERVICE REPRESENTATIVE

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- Produces a variety of reports; participates in special projects as needed.
- Acts as back up to technical staff and/or assists with technical and general clerical duties, including data entry, auditing and maintaining files and records.
- Performs other duties related to the operation of the department and the City, including additional duties that enable the department and the City to meet the diverse needs of its community.

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 statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. 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 is also required. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Senior Customer Service Representative**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Education and/or Experience:

Equivalent to completion of high school. Associates degree from an accredited college or university in Finance, Accounting, Business Administration, Public Administration or comparable degree is highly desirable.

A minimum of three (3) years of experience performing a variety of customer service tasks related to utility billing and customer inquiry resolution.

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. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

Knowledge of:

Modern principles and practices of customer service; record keeping, report writing, bookkeeping and basic governmental accounting; bank deposits and cash handling procedures; basic principles of mathematics; applicable federal, state and local laws, codes and regulations, including the City's cash handling, billing and business license internal controls; current trends, technologies and regulations in the area of utility customer service; Utility rate structures and schedules; 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; principles of effective management and supervision.

Ability to:

Conduct research, perform analysis of data, recommend solution; use independent judgment and decision-making skills; organize and maintain accurate financial and customer records; Explain policies and utility rates to customers; provide customer service by anticipating customers' needs and respond in a timely manner; learn and apply approved general ledger char of accounts; perform work duties with minimal direction; Prepare, maintain and reconcile various financial, accounting and statistical records; keep accurate records; perform cashiering duties accurately; respond to questions from the public and City personnel regarding policies and procedures for assigned area; 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 an office computer and a variety of word processing, spreadsheet, and software applications, including billing and financial systems.

CITY OF LATHROP

CUSTOMER SERVICE SUPERVISOR

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DEFINITION:

Under general supervision, supervises and participates in the operations of the business licenses, utility billing and accounts receivable functions of the Finance Department; implements and monitors utility billing systems and procedures; and supervises accounting office support staff; performs the difficult and complex professional level accounting and fiscal analysis work; supervise and train other customer service personnel as assigned; develop and implement accounting policies and procedures; assist with development and testing of new accounting systems; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is the advanced journey/first line working supervisory level class in the customer service series. The Customer Service Supervisor provides highly responsible administrative and technical support to management, and is responsible for the full supervision of customer service operations, including accounts receivable, utility billing, collections cashing, business licensing and/or revenue recovery. It is distinguished from other positions within the customer service series based upon the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the Deputy Finance Director and/or Finance Director.

Exercises direct supervision over lower-level customer service, administrative/clerical, and technical staff.

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

- Plan, prioritize, assign, supervise and review the work of Customer Service staff, including business license, utility billing and accounts receivable functions.
- Interprets City codes and ordinances, policies, procedures and regulations; implement goals, objectives, priorities, systems and procedures; and ensure policies and procedures are appropriately and uniformly implemented.
- Respond to, and resolve the most difficult customer service complaints and problems in accordance with established policy and procedures; coordinate and supervise the investigation of complaints regarding services and subsequent explanation of section practices and procedures; retrieve and research information and analyze accounts to reconcile errors, modify account transaction, authorizes the removal of penalties and issuance of credits or refunds.
- Provide back-up to customer service and utility billing as needed.

CUSTOMER SERVICE SUPERVISOR

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- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for staffing, equipment, materials and supplies; monitor and control expenses; conduct fiscal analyses and studies.
- Participate in the selection of staff; provide and coordinate staff training.
- Respond to request for information and advise City departments, governmental agencies, and the public of City utility, collections, cashing, accounts receivable, revenue recovery and business license policies.
- Consult with other departments on customer service issues, including rate setting and municipal code revisions.
- Establish 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 statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. 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 is also required. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Customer Service Supervisor**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Education and/or Experience:

Equivalent to a Bachelor's degree from an accredited four-year college or university with major coursework in accounting or closely related field is required.

A minimum of four (4) years of performing a variety of advanced utility billing customer service work, including at least two (2) years in a supervisory capacity..

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. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

Knowledge of:

Modern principles and practices of financial record keeping, report writing, bookkeeping and basic governmental accounting; customer service principals; bank deposits and cash handling procedures; basic principles of mathematics; applicable federal, state and local laws, codes and regulations, including the City's cash handling, billing and business license internal controls; methods and techniques of scheduling work assignments; current trends, technologies and regulations in the area of utility customer service; Utility rate structures and schedules; 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; principles of effective management and supervision.

Ability to:

Supervise, oversee, and perform complex accounting work; perform work duties with minimal direction from manager/director; Prepare, maintain and reconcile various financial, accounting and statistical records; keep accurate records; perform cashiering duties accurately; respond to questions from the public and City personnel regarding policies and procedures for assigned area; provide customer service by anticipating customers' needs and respond in a timely manner; 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 an office computer and a variety of word processing, spreadsheet, and software applications, including billing and financial systems.

CITY OF LATHROP
DIRECTOR OF INFORMATION SYSTEMS

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DEFINITION:

Under administrative direction, the **Director of Information Systems** plans, directs, reviews, and manages various activities within the Information Systems Department, including: serves as the chief architect for all City technology services and systems, manages and supervises staff who are responsible for Citywide information systems and technology operations including, but not limited to, local/wide area networks, telephone and cellular services, radio operations, fire alarm systems, security systems and equipment, video and data transmission systems; assures Department compliance with applicable laws, ordinances, codes, and policies; serves as a member of the City's Department Head Team, and provides highly responsible and complex technical support to the City Manager and Departments; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Information Systems** is the Department Head level position responsible for all functions and elements of the City's information technology programs and systems. The incumbent is expected to supervise assigned staff; exercise independent judgement and initiative in establishing efficient and effective operations consistent with City policies and administrative guidelines. Main responsibilities are administrative / managerial and highly complex in nature, involving highly technical functions. The incumbent has overall management authority for the day-to-day operations of the Information Systems Department, as well as functional authority / responsibility for overseeing numerous citywide information technology-related services. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for all City Departments and operations

SUPERVISION RECEIVED AND EXERCISED:

Receives administrative direction from the City Manager, and/or Assistant City Manager. Exercises direct and indirect supervision over assigned staff.

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

- Accepts full responsibility for all of the Information Systems Department activities and services; establishes goals and objectives for the Department; recommends and administers policies and procedures; ensures continuous delivery of information technology services and systems support through oversight of the technology governance process, and compliance with Federal, State and local laws and regulations.
- Plans, organizes, manages, leads, and directs the overall operations of the Information Systems Department including, but not limited to, those involving networks, servers, workstations, data transmission, telecommunications infrastructure and systems, technology hardware and software including City operated Wi-Fi networks; security systems, surveillance systems, alarms and access control technology; City's fiber network; phone systems; radio frequencies, SCADA systems, mobile and fleet computing systems, Geographic Information Systems and full information technology service support for all areas in public safety; establishes priorities; monitors the efficiency and effectiveness of Department work products through quality control and related activities.

DIRECTOR OF INFORMATION SYSTEMS

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- Directs the coordination, installation and upgrade of all computer, network, and information systems; selects, assigns, trains, directs, and evaluates subordinate staff, including subordinate managers, supervisors, professionals, and others; oversees and implements disciplinary actions when necessary; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Plans, recommends, and implements City-wide information technology and systems strategies and activities; forecasts technology trends and predicts impact on City operations; develops/recommends technology goals and objectives and administers technology policies/procedures in accordance with the City's core purpose, mission, vision, and values; assures that technology activities comply with legal requirements.
- Directs and assists with the development, implementation and control of various networks, database systems, communications systems, and related technology hardware/software utilized throughout the City; assures system security and stability.
- Directs the development and execution of a citywide disaster recovery, security compliance, and business continuity plan; aligns the technology vision and leadership with the business strategy by integrating City processes with appropriate technologies.
- Provides information technology advice, support, and assistance to City department heads and others as needed; provides specialized information technology advice, support, and assistance to the City's Police Department in specialized security and public safety software and hardware.
- Directs the information security program, balancing the management of cyber risks with availability and mobility of technology services; recommends comprehensive strategies to improve the efficiency and effectiveness of their operations using information systems and technology.
- Responsible for preparation and administration of Department budget; monitors and approves expenditures; recommends mid-year adjustments; recommends additional staffing needs; follows City procurement process for the selection of contractors, professional services and equipment purchase; oversees contracts and deliverables.
- Reviews and implements changes in laws, regulations, and guidelines for their effect upon Departmental activities; evaluates the procedural and fiscal impact of such changes, and recommends and implements changes to policies and procedures as required for compliance; attends training classes, seminars, and workshops as directed and needed to maintain proficiency and technical expertise in the area of operating and application system software.
- Participates as a member of the City's Executive Team; assists the City Manager and the City Council on information technology-related matters; assists City Managers and Department Heads in maximizing their use of information systems; provides training and support for departmental information technology staff as appropriate.
- Works with City staff, outside agencies, the public and others; participates on committees and boards as assigned; attends meetings, conferences, and workshops as assigned.
- Researches and prepares technical and administrative reports and studies; participates in the preparation of citywide complex statistical and narrative reports, correspondence, and other documents; makes presentations to City officials and others as required; performs special projects; performs other or related duties as assigned.

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 statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in 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, documents, and equipment weighing more than 25 pounds also is required. The incumbent in this position may occasionally work in outside weather conditions, including extreme heat; cold, dust, and wet situations.

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 **Director of Information Systems**. A typical way of obtaining the required qualifications is to possess the equivalent of seven years of increasingly responsible experience in governmental or private sector operation including responsibility for complex and sophisticated information technology services and/or data processing experience. A minimum of three years of management and administrative responsibility in a fully functioning computer facility involving operations, systems analysis and programming duties. A Bachelor's degree from an accredited college or university with major course work in computer science, data processing, management information systems, business administration or a related field. A Master's degree is preferred.

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:

Current management practices and principles, local government operations, financing, and budgeting practices; principles of management, supervision, training, and employee development; applicable federal, state, and local laws, regulations, and reporting requirements, including related safety regulations; principles and practices of project management, administrative analysis, and report preparation; techniques for dealing with the City staff, representatives of other agencies, organizations, and the public, and resolving problems tactfully and effectively; 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:

Effectively manage the work of the unit; select, assign, direct, review, train, and evaluate the work of subordinates; develop and implement improvements to systems, organizations, and operations; manage, administer and oversee the operation of a municipal telecommunications and information system; understand the current technology in the areas of multi-user computer server hardware, software, and support functions; develop, recommend and administer technology security strategies for a municipal government; develop department policies and procedures; analyze problems, identify alternate solutions, project consequences of proposed actions and implement recommendation in support of goals; stay current with new technological developments; establish and maintain cooperative relationships with those contacted in the course of the work, such as with employees, labor unions, officials, contractors, and the public; maintain strict confidentiality of sensitive information and discussions around information collected and stored in City systems; analyze a complex issue and develop and implement an appropriate response; follow written and

DIRECTOR OF INFORMATION SYSTEMS

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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.

HISTORICAL DATA

Adopted: _____ by Resolution: 22-

Employment Status: At-will

FLSA Status: Exempt Bargaining Unit: Unrepresented

CITY OF LATHROP

HUMAN RESOURCES TECHNICIAN

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DEFINITION:

Under general supervision, performs a variety of paraprofessional and technical administrative duties within the City's Human Resources Department; provides support to various Human Resources functions including, but not limited to the following specialized areas, recruitment/selection, personnel actions/position control, information management, classification/compensation, benefits, and general administration; coordinates and/or performs projects and special assignments as requested by professional and management staff; and performs related work as assigned.

CLASS CHARACTERISTICS:

This paraprofessional class provides technical, specialized and general administrative support of human resources operations and functions. As incumbents gain knowledge of the City's policies and procedures, they are expected to work with a high level of independence and confidentiality to perform duties within broad procedural guidelines.

SUPERVISION EXERCISED/RECEIVED:

Human Resources Technician

Receives immediate supervision from the Human Resources Manager, or designee. Incumbents in this class do not routinely exercise supervision.

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

- Performs a wide variety of complex and responsible, administrative and confidential duties for the Department Head or management staff.
- Demonstrates an understanding of applicable policies, procedures and work methods associated with assigned duties; recommends changes as necessary;
- Plans, organizes and carries out administrative assignments; researches, compiles and organizes a variety of information from various sources on specialized topics related to human resources activities; assists in a variety of department operations; applies special knowledge in reviewing and determining completeness of materials, records and files.
- Filing; answers phone and responds to inquiries from employees, applicants and the general public; provide information as appropriate and responds to complaints;
- Schedules meetings and appointments; maintains a calendar of meetings and other events; arranges travel to meetings and conferences
- Performs accounts payable and assists with the monitoring of the department budget.
- Assists with recruitment activities; identifies and proposes recruitment options; researches recruitment sources and costs; drafts flyers/brochures and job advertisements;

- Drafts, reviews and formats examination materials; may proctor various types of examinations and interviews; scores and tabulates examination results; prepares summary reports/files and develops various types of employment lists; maintains eligibility lists; processes notifications to candidates and departments as necessary;
- Maintains Human Resources Information Systems (HRIS) databases; and reviews audit reports; applies and inputs changes into the system; calculates complex accruals, salary adjustments and other items; inputs adjustments; may prepare complex system queries and data reports.
- Responds to and resolves a wide range of benefits-related issues regarding leaves, health insurance, retirement, unemployment, disability and worker's compensation; interprets and explains benefits-related contract provisions, MOU's, policies and procedures;
- Holds pre-retirement meetings with employees to provide counseling regarding options and benefits; retrieves payroll, MOU and other information for the purpose of establishing retirement benefit eligibility and payment levels;
- Reviews, verifies eligibility for, and processes specific benefit requests (e.g., Consolidated Omnibus Budget Reconciliation Act (COBRA), Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and other leave requests); drafts/sends correspondence to individual employees regarding benefit eligibility/limitations; processes enrollment, change and separation notification forms;
- Expected to draft independently or from oral instructions various legal documents, including but not limited to: professional letters, agreements, service contracts, notices to proceed, insurance requirement forms, memorandums, procedures, inter-office communications, reports, notices and other materials; proofreads and verifies accuracy of documents.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Other duties as assigned.

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 statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. 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 required.

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 and skills necessary for a **Human Resources Technician**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Education: Two years of college level course work in business, personnel management, or closely related field. Significant related experience may substitute for education.

Experience: Two years of increasingly responsible technical or administrative experience in personnel administration activities.

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:

Basic principles, practices, techniques and terminology of public human resources administration, including recruitment, testing, selection, position control. Information management, classification, and benefits administration; Basic methods of administrative research, data collection and reporting; basic statistical concepts and methods; Federal, state, and local laws, and rules and regulations pertaining to public sector human resources administration; Principles and practices of employee leadership and supervision, including work planning, delegation, scheduling, training, evaluation, and discipline; Standard office administrative procedures including business letter writing and document formatting; Confidentiality as it applies to the human resources environment; Computer software used in personal administration, including databases, spreadsheets, and word processing; Methods and practices of record keeping.

Ability to:

Perform a variety of office support and clerical duties and activities of a general and specialized nature in support of the Human Resources Division. Provide technical human resources management services. Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports. Understand, interpret, and apply general administrative and departmental policies and procedures. Respond to questions from the public and City personnel regarding policies and procedures for assigned areas; 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 issues, 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 an office computer and a variety of word processing, spreadsheet and software applications, including billing and financial systems.

CITY OF LATHROP

SENIOR ADMINISTRATIVE ASSISTANT

*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:

To perform a variety of supervisory responsibilities overseeing clerical support staff of the department; perform confidential and complex administrative duties where knowledge of the organization, personnel policies and procedures are essential.

DISTINGUISHING CHARACTERISTICS:

The **Senior Administrative Assistant** is responsible for the supervision of lower level clerical staff. Incumbents perform a full range of office and administrative support duties, including maintenance of a calendar and scheduling appointments, preparation of reports, and assisting in the issuance and collection of permits and fees. This classification is distinguished from the next higher classification of Executive Assistant in that the latter performs executive support to a Department Head and/or management staff on assignments in a wide variety of departmental areas requiring independent decision making, judgment and initiative. ~~Legal Assistant in that the latter performs a variety of clerical and office support duties involving sensitive legal and confidential documents and reports.~~

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a department head and/or management staff. Responsibilities include supervision over lower level administrative positions

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

- Performs a wide variety of complex and responsible, administrative and confidential duties for the Department head or management staff. Coordinates work schedules insuring proper coverage in the department.
- Plans, organizes and carries out administrative assignments; researches, compiles and organizes a variety of information from various sources on specialized topics related to programs in assigned areas; assists in a variety of department operations; applies special knowledge in reviewing and determining completeness of applications, permits, records and files.
- Assign, oversee, and review work of clerical staff on a continual basis. Types drafts and a wide variety of finished documents from verbal and brief written instructions, compiles and maintains records and prepares reports; assists in the preparation of agenda materials, draft reports, resolutions and ordinances; inputs and retrieves information from various computer data management systems such as financial and/or budget systems; maintains a variety of files and records.
- Provide training related to general clerical duties and procedures, as well as departmental work assignments.
- Prepare and conduct employee performance evaluations making appropriate recommendations.

- Recommend organizational or procedural changes affecting administrative activities.
- Receives and processes fees, enrollment charges, fines or other money; performs accounts payable and receivable for assigned department; assistant with the development administration and monitoring of a departments' budget.
- Maintains calendars of department activities, meetings and various events; schedules meetings; serves as an assistant to various committees, commissions, and task forces; attends meetings as required.
- Participate and assist in the administration of a department; prepare comprehensive reports, compile annual budget requests and recommend expenditure requests for designated accounts.
- Collect employees timesheets and requests for leave; check for accuracy; turn timesheets into department management and distribute new timesheets. Initiate and maintain files and personnel records.
- Tracks and monitors outside contracts; applies and monitors compliance for various grants for assigned programs.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Other duties, as assigned.

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 statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. 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 required.

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 Administrative Assistant. A typical way of obtaining the required qualifications is to possess the equivalent of:

Four years of experience equivalent to that of an Administrative Assistant I/II with the City of Lathrop. Equivalent to an Associates of Arts degree in business administration, public administration, accounting or a related field. A bachelor's degree is highly desirable and may be substituted for one year of the required experience.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license may be required for

Updated by Resolution 22-_____

some positions.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities are listed below)*

Knowledge of:

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, construction and computer terminology may be required; 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:

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; prepare work schedules based on set parameters' plan, organize and schedule work priorities for others, supervise and train administrative support staff; prepare and conduct employee performance evaluations; make recommendations to Department Director related to personnel issues; communicate clearly and concisely, orally and in writing; establish and maintain effective working relationships with those contacted during the course of work; interpret and apply administrative and departmental policies, laws, and rules; work independently in the absence of supervision and work under pressure to meet deadlines; analyze situations carefully and adopt effective courses of action; coordinate and maintain effective office procedures and efficient workflows to meet established guidelines while projecting a positive, professional image of the department; compile and maintain complex and extensive records and prepare reports; maintain confidential data and information; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand and explain plans, maps, aerial photos, drawings, reports, applications, construction documents, and specifications; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; 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 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 office equipment, including a computer and variety of word processing and software applications.

CITY OF LATHROP
HUMAN RESOURCES MANAGER

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:

Under the direction of the ~~Administrative Services Director~~Director of Human Resources, plans, organizes, leads, oversees and monitors programs and activities related to the City's human resources functions. This single-position classification provides day-to-day operational direction and diverse, specialized and professional human resources and administrative work.

DISTINGUISHING CHARACTERISTICS:

The Human Resources Manager is a mid-management level class. This classification is distinguished from the next higher classification of ~~Administrative Services Director~~Director of Human Resources in that the latter has overall responsibility for the administration of the ~~Administrative Human Resources Services~~ Department.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the ~~Administrative Services Director~~Director of Human Resources. May exercise direct and/or indirect supervision over ~~office support~~assigned staff.

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

- Responsible for full-cycle recruitment activities including coordinating with departments, posting job recruitments, screening applications for minimum qualifications, scheduling interviews, preparing interview questions for department review, coordinating or completing background checks and communicating with applicants. ~~provide orientation to new employees, coordinate completion of forms and materials needed for employees who leave City employment, including COBRA;~~
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and programs.
- Completes orientation to new employees, coordinates the completion of new hire documents, forms and reference materials necessary for new employees.
- ~~—~~
- Manages and coordinates the citywide employee benefit and retirement program activities; oversees the enrollment of employees into various benefit programs including new enrollments, benefit changes, open enrollment and processing COBRA paperwork for eligible employees and dependents; coordinates necessary changes with insurance carriers and payroll.
- Oversees the CalPERS retirement program activities including enrollment and benefits administration; coordinates necessary documentation and activities with payroll.
- ~~—~~ Manage and coordinate the City's Family Medical Leave Act procedures and other leave programs;
- ~~—~~ Processes Worker's Compensation and Disability claims; responds to claimant inquiries and provides claim related information; conducts follow up with claimant as required;

- ~~Coordinates post-retirement medical benefits with the City's appropriate Third Party Administrator, the City's Risk Management program; train management and employees on injury reporting process, collect data and prepare reports;~~
- ~~Coordinate training for City employees;~~
- ~~_____~~
- Coordinates employee separation with the necessary departments and processes required separation paperwork and reporting to benefit vendors and CalPERS.
- Reports and tracks Worker's Compensation injuries and occupational safety incidents; prepares OSHA annual report.
- Manages and coordinates various leaves including the City's Family Medical Leave Act, Pregnancy Disability Leave, California Family Rights Act, and other mandated leave programs.
- Processes and coordinates Worker's Compensation and Disability claims; responds to claimant inquiries and provides claim related information; conducts follow-up with claimant as required; coordinates all Worker's Compensation claims and with the City's Third Party Administrator.
- Coordinate the City's Risk Management program; train management and employees on injury reporting process, collect data and prepare reports.
- Assist the Departments in locating training opportunities for staff and coordinates citywide training opportunities for City employees.
- Meets and confers with department staff as well as City management and staff regarding the interpretation of human resources policies and procedures, Memoranda of Understanding (MOU) provisions, laws, and regulatory requirements.
- Assists with classification and compensation program, including update of job descriptions, conduct salary surveys, as needed.
- ~~Coordinate classification and compensation program, including update of job descriptions, conduct salary surveys as needed;~~
- Prepares written responses and direct necessary actions to resolve matters identified by the City Manager, ~~Administrative Services Director~~ Director of Human Resources, City departments, ~~the City Manager~~, employee organizations or individuals.;
- Advise managers and supervisors of appropriate methods in a variety of personnel actions including disciplinary processes.;
- Maintain effective record-keeping of City personnel records, prepare and maintain employee files and records, update records with various personnel actions.
- Recommends changes to citywide Policies and Procedures, Personnel Rules and Regulations, and department policies. ;
- Represent the Department at Board, Commission, Council meetings, community meetings and events, and other internal and external meetings.;
- Prepare, forecast and administer Human Resources ~~Division~~ Department and Central Services Division budgets.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.
- Perform special projects and other related duties as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Adopted by Resolution:

Position requires prolonged sitting, standing, walking, kneeling, squatting, and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires both 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 is also required.

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 ~~and skills~~ necessary for a **Human Resources Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Education: Four years of college level course work in business, personnel management, or closely related field. Significant related experience may substitute for education.

Experience: Four years of increasingly responsible technical or administrative experience in personnel administration activities.

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:

Principles and practices of Human Resources administration; knowledge of laws, regulations, codes, rules, MOUs and policies; interpersonal skills using tact and maintaining confidentiality; oral and written communication skills; computer operations.

Ability to:

Plan, organize and carry through projects; Interpret and apply rules, policies, procedures and MOUs; Counsel and advise supervisors, managers, Department Heads, employees on matters related to employment, promotion, retirement, classification, compensation, benefits, and accident reporting; ability to conduct classification and salary surveys, maintain and foster cooperative working relationships with department and other city staff; facilitate group participation and consensus building; plan, organize, train, evaluate, and direct work of assigned staff; work independently and as part of a team; deal constructively with conflict and develop effective resolutions; demonstrate effective verbal and written communication skills.

Skill to:

Operate an office computer and a variety of word processing and software applications.

HISTORICAL DATA

Adopted _____ by Resolution: 22-

FLSA Status: Confidential, Exempt

Bargaining Unit: LMCEA

CITY OF LATHROP

COMMUNITY SERVICES OFFICER I/II/III

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DEFINITION:

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

Animal Services Division – performs enforcement of local and state laws governing the licensing, impounding, treatment and disposal of animals; responsible for the day to day operations and programs within the Animal Services Division, including responding to calls for assistance, assisting the public in locating and handling of animals; investigates complaints, provides public education; operates light vehicles; performs other related duties as required.

Code Compliance Division – performs skilled inspection work in the enforcement of building, zoning, mechanical, plumbing, electrical, housing and other related codes and regulations governing the construction, alteration, repair and use of buildings and structures; conducts nuisance inspections and posts notices as appropriate; assists in the review of building plans and zoning codes and laws; performs other related duties as required.

Community Services Division – performs routine, non-sworn, public safety field and administrative functions related to public/community safety activities, and programs; including but not limited to, organizing and conducting community public safety events and programs, community policing information centers, identify community needs and provide educational resources for related topics, perform non-sworn, non-enforcement duties as assigned, assisting the City's emergency operations center as needed; make citizen contact, promote positive public relations for the City, write incident documentation, and referral to necessary public agencies and perform other related work as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Community Services Officer I** is the entry-level class in the Community Services Officer series that allows the incumbent to develop advanced journey level knowledge and abilities in support of the Animal Services, Code Compliance, and Community Services Divisions. Initially, under immediate supervision, incumbents perform the routine duties while learning the City policies and procedures. As experience is gained, there is a greater independence of action within established guidelines and incumbents are assigned to tasks that are more complex.

This classification is alternatively staffed with Community Services Officer II and incumbents may advance to the higher level after gaining experience and demonstrating a level of proficiency that meets the qualifications of the next higher-level class.

The **Community Services Officer II** is the journey level class responsible for to independently perform the full scope of assigned duties. Incumbents are considered full range inspectors, skilled in making inspections - and enforcing codes and regulations in a broad range of animal safety, public safety, building and related codes. The work requires independence and discretion in both field inspections -in the office and on the phone. This classification differs from the next higher classification of Community Services Officer III, in that the latter performs the more complex assignments. Incumbents may provide on-the-job training and instructions to subordinate staff as needed, under the direction Community Services Supervisor, City Manager, or his or her designee.

The **Community Services Officer III** is the advanced journey level class responsible for performing the full scope of routine and complex assigned duties. Incumbents are considered full range inspectors, skilled in making inspections- and enforcing codes and regulations in a broad range of animal safety, public safety, building and related codes. Assignments are varied and require the exercise of considerable judgment and discretion in case management, field inspections, and plan checks. This classification differs from the next higher classification of Community Services Supervisor in that the latter provides overall supervision and performs the most complex assignments. Incumbents may provide on-the-job training and instructions to subordinate staff as needed, under the direction Community Services Supervisor, City Manager, or his or her designee.

SUPERVISION RECEIVED/EXERCISED:

Receives direction and supervision from the Community Services Supervisor, or assigned Department Head. Direction and supervision may also come from the City Manager, his or her designee or assigned Department Head. The incumbents in this position typically do not exercise supervision over other support staff.

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

Animal Services Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of animal services, activities and field work; reports to Community Services Supervisor, or assigned department head periodically on individual and team work accomplishments, problems, work processes and training needs.
- Knowledge and responsible for enforcement of Federal, State and City laws, codes, ordinances, policies and procedures relevant to animal services to include the use of animal services procedures, humane treatment and handling of animals'; knowledge of proper use of relevant equipment, secure storage and disposal of controlled substances and supplies.
- Responds to and monitors calls for service from the public; impounds animals and delivers them to the animal shelter; ensures compliance with established safety practices and procedures.
- Knowledge of interviewing and investigative techniques, procedures, and principals, issuance of citations and warning notices, and practices of proper case management. Prepares and maintains records and reports; writes and submits reports for prosecution, appears and testifies in court; serves as an expert witness in court on matters pertaining to violations of animal control laws.

- Conducts humane and dangerous animal investigations or assists investigations performed by other officers; recommends actions to be taken by the department regarding the continued maintenance of declared dangerous dogs; impounds repeat offending dangerous dogs and/or issues citations to owners/custodians.
- Responds to and investigates complaints concerning possible violations of animal control laws. Issues citations for violations of animal control and licensing laws.
- Captures and impounds stray, injured, unlicensed, aggressive, or biting animals, euthanizes severely injured animals in the field, as permitted by law; properly cares for impounded or quarantined animals; releases animals under appropriate circumstances. Consults with veterinarians regarding the proper treatment of injured or ill animals; euthanizes animals and maintains records of the euthanizations.
- Assists the public in retrieving or adopting animals; picks up and disposes of deceased animals; provides public education and events on pet owner responsibilities and safe and humane methods of animal care; addresses citizens' concerns involving complaints; conducts repeat investigations of nuisance complaints; attempts to remedy or correct problems in a positive and safe manner; answers questions regarding animal services regulations.

Code Compliance Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of code compliance services, activities and field work; reports to Community Services Supervisor, or assigned department head periodically on individual and teamwork accomplishments, problems, work processes and training needs.
- Knowledge and responsible for enforcement of Federal, State and City laws, codes, ordinances, policies and procedures relevant to Uniform Housing Codes and municipal codes to ensure the health, safety and welfare of the public; keeps informed of changes and new legislation pertaining to municipal codes and related regulations.
- Interprets codes and regulations; explains required inspections and construction requirements; advises owners on matters related to building permits; investigates and resolves building and related complaints; maintains records and files of inspections made and actions taken.
- Conducts field inspections to check for code violations, including building, zoning, ordinances, weed abatement, and business licensing; conducts inspections of existing buildings to determine hazardous conditions; prepares warning letters to negligent owners or contractors, and carries negligent cases through prosecution in situations of non-compliance; coordinates activities with other departments and outside agencies; writes citations as necessary.
- Investigates nuisance complaints; takes pictures as appropriate; posts compliance notices and meets with owners; prepares related correspondence; looks for construction or alterations being performed without proper building permits.
- Drafts recommendations for changes in inspection related policies; prepares building inspection and code compliance reports; prepares legal forms and correspondence; makes presentations to staff, committees, and the public.

Community Services Division

- Knowledge of techniques, principals and procedures for planning, scheduling, assigning, evaluating and monitoring daily activities and operations of community services, activities and public safety field work; reports to Community Services Supervisor, or assigned department head periodically on individual and team work accomplishments, problems, work processes and training needs.
- Assists in the development, operation, coordination, and execution of community services programs; the organization and conduct of special events and/or programs related to public safety outreach; and/or assists in the planning, implementation, and coordination of specialized community services programs and services for groups or individuals; and performs related work as assigned. Such as, but not limited to: Youth Programs (Drug Abuse Resistance Education (D.A.R.E.), Youth Academy, Every 15 minutes, Bicycle Rodeos, and Partnership with Youth Advisory Committee), Community Engagement Programs (Citizen's Academy, Neighborhood Watch, National Night Out, Beautification Day, DEA Drug Take Back, Senior Awareness Programs, and Ride-Along-Program) and participate in other assigned Community Events in conjunction with Police Services and Parks & Recreation.
- Ability to work and establish positive working relationships and manage projects with City management, staff and the public, state/local agencies and associations, the public, community organizations, and professional groups to promote community services programs and educational outreach materials on various public safety topics.
- Assist the City's Coordinator of Emergency Services in responding to emergencies and disasters; contacts appropriate agencies as assigned; provides onsite management support; may assist in organizing the Emergency Operations Center.
- May investigate emergencies and report them to the City's Coordinator of Emergency Services; may prepare incident reports; assist in damage assessment, temporary shelters, and related recovery operations; help prepare disaster declarations.
- Under the direction of the City's Coordinator of Emergency Services, cooperates with internal departments, local governmental agencies and County departments in drafting organization, training, readiness, operations, and communications plans to be utilized in emergencies; and may assist with supplies for the Emergency Operations Center and mobile command units.
- Participates in disaster preparedness drills and exercises; becomes familiar with Incident Command System (ICS), the Standard Emergency Management System (SEMS) and National Incident Management System (NIMS) in support of the City's Coordinator of Emergency Services.
- May assist in informing the general public and community groups of emergency service needs, may perform well check of vulnerable community members.
- Prepares correspondence and reports; assists with preparation of budget; maintains operating and inventory records.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, running, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, repetitive hand movement, climbing fences, and crawling under houses in the performance of daily duties. The position also requires both near and far vision when performing investigations and operating assigned equipment.

The need to lift, carry and push animals and supplies weighing 100 pounds or more may also be required. Additionally, the incumbent in this outdoor position works in all weather conditions including wet, hot and cold. The incumbent may be exposed to waste and infectious materials, and use cleaning chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to handle aggressive and biting animals, handle and move dead animals, 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 ability necessary for a Community Services Officer I/II/III. A typical way of obtaining the required qualifications is to possess the equivalent of:

Community Services Officer I

One year of high-level administrative and technical experience as an officer in either the Animal Services, Code Compliance or Community Services Division (for Public Safety) and a high school diploma or equivalent. A typical way of obtaining the required qualifications is to possess the equivalent of two years experience in the professional care and handling of animals, or experience as a journey level craft worker in the building trades or law enforcement experience. Specialized coursework in pre-engineering, construction technology, code compliance, emergency planning/operations, animal husbandry, animal health, human services, public administration, public safety or a related field is highly desirable.

Community Services Officer II

Three years of experience equivalent to the City of Lathrop Community Services Officer I; or three years of as a journey level craft worker in the building trades, or one year of law enforcement related field, or two years of municipal building or code compliance inspection experience, or three years of animal services experience with the City of Lathrop or other similar entity or agency. A high school diploma or equivalent supplemented by specialized coursework in pre-engineering, construction technology, code compliance, emergency planning/operations, animal husbandry, animal health, human services, public administration, public safety or a related field.

Community Services Officer III

Five years of directly related experience equivalent to the City of Lathrop Community Services Officer II, or four years of experience as a journey level craft worker in the building trades, or three years of law enforcement related field, or three years of municipal building or code compliance inspection experience or four years of animal services experience with the City of Lathrop or other similar entity or agency. A high school diploma or equivalent supplemented by specialized coursework in pre-engineering, construction technology, code compliance, emergency planning/operations, animal husbandry, animal health, human services, public administration, public safety or a related field equivalent to an associate's degree from a two-year college or technical school (desirable). Experience in emergency communications and mobile radio communications operations/ maintenance is highly desirable.

License/Certificate:

All Classifications

- Possession of a valid Class C California Driver's License is required and must be maintained during the entire term of employment in the job class; failure to possess or maintain the valid required license shall result in discipline up to and including termination of employment.
- Successful completions of First Aid & CPR certification courses within six (6) months of employment.

Community Services Officer I/II

- Possession of, or the ability to obtain, a Euthanasia Certificate within one (1) year of employment.
- Possession of, or the ability to obtain, a child abuse reporting certificate (Penal Code 11166.5), one (1) year of employment.
- Possession of, or the ability to obtain, Basic Code Enforcement Module completion certificate (International Code Council), within one (1) year of employment.
- ~~Possession of, or the ability to obtain, a P.C. 832 P.O.S.T Certificate issued by the State of California, within eighteen (18) months of employment.~~

Community Services Officer III

- All licenses/certifications required for a Community Services Officer I/II
- Possession of, or the ability to obtain, Advanced Code Enforcement Module or any IBC (International Building Code) Essentials for Code Administration and Enforcement completion certificate (International Code Council), within one (1) year of employment.

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 and methods used in various building construction areas, including plumbing, electrical and mechanical; inspection and seizure warrant procedures; principles of structural design and engineering mathematics; operational characteristics and use of standard equipment used in building inspection and the building trades; applicable federal, state and local laws, codes and regulations, including laws, ordinances and codes related to building construction and zoning; various breeds of dogs, cats, and other domestic animals; safe and efficient methods of handling dogs and other small animals; basic methods of animal collection and impoundment; animal control laws and ordinances; common animal injuries, diseases and methods of control; techniques and methods for the treatment and euthanasia of animals; basic knowledge of child abuse reporting procedures and requirements; basic knowledge of court procedures as they relate to providing testimony regarding animal control cases; methods and techniques of scheduling work assignments; occupational hazards and standard safety practices; standard office procedures, practices and equipment; including a computer and applicable software; basic principles of mathematics; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar.

Ability to:

Learn California statutory law as it pertains to incidents commonly documented and/or encountered by Community Services Officers. Provide information and organize material in compliance with laws, regulations, policies and procedures; periodically attend evening or weekend meetings as required; 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 animal control tools and equipment such as ~~firearms~~, nets, immobilization gun, and related equipment; operate an office computer and a variety of word processing and software applications; operate a motor vehicle; operate a two-way radio; operate an office computer systems, hardware and a variety of word processing and software applications; operate a variety of automated record keeping systems, standard office procedures and ability to clean and maintain assigned City vehicles and equipment.

**CITY OF LATHROP
GRADE-STEP TABLE**
Eff: 3/14/2022

*FOR REFERENCE USE ONLY

Adopted Per Resolution No. 22-___

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 14,5987	\$ 15,3287	\$ 16,0952	\$ 16,8999	\$ 17,7449
			bi-weekly	1,168	1,226	1,288	1,352	1,420
			monthly	2,530	2,657	2,790	2,929	3,076
			annual	30,365	31,884	33,478	35,152	36,909
21			hourly	\$ 14,9637	\$ 15,7120	\$ 16,4974	\$ 17,3223	\$ 18,1886
			bi-weekly	1,197	1,257	1,320	1,386	1,455
			monthly	2,594	2,723	2,860	3,003	3,153
			annual	31,124	32,681	34,315	36,030	37,832
22	RECREATION LEADER	Unrepresented	hourly	\$ 15,3373	\$ 16,1044	\$ 16,9094	\$ 17,7549	\$ 18,6425
			bi-weekly	1,227	1,288	1,353	1,420	1,491
			monthly	2,658	2,791	2,931	3,078	3,231
			annual	31,902	33,497	35,172	36,930	38,776
23			hourly	\$ 15,7212	\$ 16,5073	\$ 17,3327	\$ 18,1995	\$ 19,1091
			bi-weekly	1,258	1,321	1,387	1,456	1,529
			monthly	2,725	2,861	3,004	3,155	3,312
			annual	32,700	34,335	36,052	37,855	39,747
24			hourly	\$ 16,1144	\$ 16,9202	\$ 17,7659	\$ 18,6542	\$ 19,5869
			bi-weekly	1,289	1,354	1,421	1,492	1,567
			monthly	2,793	2,933	3,079	3,233	3,395
			annual	33,518	35,194	36,953	38,801	40,741
25	SENIOR RECREATION LEADER	SEIU	hourly	\$ 16,5173	\$ 17,3428	\$ 18,2100	\$ 19,1207	\$ 20,0768
			bi-weekly	1,321	1,387	1,457	1,530	1,606
			monthly	2,863	3,006	3,156	3,314	3,480
			annual	34,356	36,073	37,877	39,771	41,760
26			hourly	\$ 16,9301	\$ 17,7766	\$ 18,6654	\$ 19,5986	\$ 20,5785
			bi-weekly	1,354	1,422	1,493	1,568	1,646
			monthly	2,935	3,081	3,235	3,397	3,567
			annual	35,215	36,975	38,824	40,765	42,803
27	RECREATION LEADER	UNREP	hourly	\$ 17,3533	\$ 18,2210	\$ 19,1323	\$ 20,0889	\$ 21,0932
			bi-weekly	1,388	1,458	1,531	1,607	1,687
			monthly	3,008	3,158	3,316	3,482	3,656
			annual	36,095	37,900	39,795	41,785	43,874
28			hourly	\$ 17,7871	\$ 18,6764	\$ 19,6103	\$ 20,5908	\$ 21,6206
			bi-weekly	1,423	1,494	1,569	1,647	1,730
			monthly	3,083	3,237	3,399	3,569	3,748
			annual	36,997	38,847	40,789	42,829	44,971
29			hourly	\$ 18,2319	\$ 19,1435	\$ 20,1006	\$ 21,1056	\$ 22,1610
			bi-weekly	1,459	1,531	1,608	1,688	1,773
			monthly	3,160	3,318	3,484	3,658	3,841
			annual	37,922	39,818	41,809	43,900	46,095
30			hourly	\$ 18,6876	\$ 19,6219	\$ 20,6030	\$ 21,6332	\$ 22,7149
			bi-weekly	1,495	1,570	1,648	1,731	1,817
			monthly	3,239	3,401	3,571	3,750	3,937
			annual	38,870	40,814	42,854	44,997	47,247
31			hourly	\$ 19,1549	\$ 20,1124	\$ 21,1182	\$ 22,1739	\$ 23,2827
			bi-weekly	1,532	1,609	1,689	1,774	1,863
			monthly	3,320	3,486	3,660	3,843	4,036
			annual	39,842	41,834	43,926	46,122	48,428
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 19,6337	\$ 20,6152	\$ 21,6462	\$ 22,7281	\$ 23,8647
			bi-weekly	1,571	1,649	1,732	1,818	1,909
			monthly	3,403	3,573	3,752	3,940	4,137
			annual	40,838	42,880	45,024	47,274	49,638
33			hourly	\$ 20,1244	\$ 21,1307	\$ 22,1871	\$ 23,2967	\$ 24,4614
			bi-weekly	1,610	1,690	1,775	1,864	1,957
			monthly	3,488	3,663	3,846	4,038	4,240
			annual	41,859	43,952	46,149	48,457	50,880
34			hourly	\$ 20,6276	\$ 21,6591	\$ 22,7421	\$ 23,8793	\$ 25,0730
			bi-weekly	1,650	1,733	1,819	1,910	2,006
			monthly	3,575	3,754	3,942	4,139	4,346
			annual	42,905	45,051	47,304	49,669	52,152
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 21,1435	\$ 22,2004	\$ 23,3104	\$ 24,4758	\$ 25,6997
			bi-weekly	1,691	1,776	1,865	1,958	2,056
			monthly	3,665	3,848	4,040	4,242	4,455
			annual	43,978	46,177	48,486	50,910	53,455
36			hourly	\$ 21,6720	\$ 22,7554	\$ 23,8934	\$ 25,0878	\$ 26,3423
			bi-weekly	1,734	1,820	1,911	2,007	2,107
			monthly	3,756	3,944	4,142	4,349	4,566
			annual	45,078	47,331	49,698	52,183	54,792
37	ANIMAL SERVICES ASSISTANT RECREATION SPECIALIST	SEIU SEIU	hourly	\$ 22,2136	\$ 23,3241	\$ 24,4905	\$ 25,7152	\$ 27,0007
			bi-weekly	1,777	1,866	1,959	2,057	2,160
			monthly	3,850	4,043	4,245	4,457	4,680
			annual	46,204	48,514	50,940	53,488	56,161

**CITY OF LATHROP
GRADE-STEP TABLE**

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
38	ACCOUNTING SPECIALIST I WATER METER READER I	SEIU	hourly	\$ 22,7692	\$ 23,9075	\$ 25,1027	\$ 26,3578	\$ 27,6759
			bi-weekly	1,822	1,913	2,008	2,109	2,214
			monthly	3,947	4,144	4,351	4,569	4,797
			annual	47,360	49,728	52,214	54,824	57,566
39			hourly	\$ 23,3383	\$ 24,5053	\$ 25,7303	\$ 27,0170	\$ 28,3675
			bi-weekly	1,867	1,960	2,058	2,161	2,269
			monthly	4,045	4,248	4,460	4,683	4,917
			annual	48,544	50,971	53,519	56,195	59,004
40			hourly	\$ 23,9219	\$ 25,1181	\$ 26,3738	\$ 27,6924	\$ 29,0769
			bi-weekly	1,914	2,009	2,110	2,215	2,326
			monthly	4,146	4,354	4,571	4,800	5,040
			annual	49,758	52,246	54,858	57,600	60,480
41	ADMINISTRATIVE ASSISTANT I UTILITY OPERATOR I MAINTENANCE WORKER I WATER METER READER I	SEIU	hourly	\$ 24,5198	\$ 25,7458	\$ 27,0331	\$ 28,3847	\$ 29,8038
			bi-weekly	1,962	2,060	2,163	2,271	2,384
			monthly	4,250	4,463	4,686	4,920	5,166
			annual	51,001	53,551	56,229	59,040	61,992
42	ACCOUNTING SPECIALIST II WATER METER READER II CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 25,1327	\$ 26,3893	\$ 27,7091	\$ 29,0944	\$ 30,5493
			bi-weekly	2,011	2,111	2,217	2,328	2,444
			monthly	4,356	4,574	4,803	5,043	5,295
			annual	52,276	54,890	57,635	60,516	63,542
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN SEIU	hourly	\$ 25,7608	\$ 27,0492	\$ 28,4015	\$ 29,8216	\$ 31,3126
			bi-weekly	2,061	2,164	2,272	2,386	2,505
			monthly	4,465	4,689	4,923	5,169	5,428
			annual	53,582	56,262	59,075	62,029	65,130
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 26,4050	\$ 27,7254	\$ 29,1117	\$ 30,5672	\$ 32,0957
			bi-weekly	2,112	2,218	2,329	2,445	2,568
			monthly	4,577	4,806	5,046	5,298	5,563
			annual	54,922	57,669	60,552	63,580	66,759
45	ADMINISTRATIVE ASSISTANT II RECREATION COORDINATOR UTILITY OPERATOR II MAINTENANCE WORKER II WATER METER READER II	SEIU	hourly	\$ 27,0651	\$ 28,4184	\$ 29,8394	\$ 31,3314	\$ 32,8980
			bi-weekly	2,165	2,273	2,387	2,507	2,632
			monthly	4,691	4,926	5,172	5,431	5,702
			annual	56,295	59,110	62,066	65,169	68,428
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 27,7420	\$ 29,1289	\$ 30,5853	\$ 32,1148	\$ 33,7203
			bi-weekly	2,219	2,330	2,447	2,569	2,698
			monthly	4,809	5,049	5,301	5,567	5,845
			annual	57,703	60,588	63,618	66,799	70,138
47	PERMIT TECHNICIAN ADMINISTRATIVE TECHNICIAN I ADMINISTRATIVE ASSISTANT III HUMAN RESOURCES TECHNICIAN	SEIU	hourly	\$ 28,4352	\$ 29,8573	\$ 31,3499	\$ 32,9173	\$ 34,5633
			bi-weekly	2,275	2,389	2,508	2,633	2,765
			monthly	4,929	5,175	5,434	5,706	5,991
			annual	59,145	62,103	65,208	68,468	71,892
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD.	SEIU	hourly	\$ 29,1463	\$ 30,6038	\$ 32,1337	\$ 33,7403	\$ 35,4276
			bi-weekly	2,332	2,448	2,571	2,699	2,834
			monthly	5,052	5,305	5,570	5,848	6,141
			annual	60,624	63,656	66,838	70,180	73,689
49	ACCOUNTING TECHNICIAN PROPERTY AND EVIDENCE TECHNICIAN CUSTOMER SERVICE REPRESENTATIVE II	SEIU	hourly	\$ 29,8749	\$ 31,3687	\$ 32,9373	\$ 34,5842	\$ 36,3134
			bi-weekly	2,390	2,509	2,635	2,767	2,905
			monthly	5,178	5,437	5,709	5,995	6,294
			annual	62,140	65,247	68,510	71,935	75,532
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 30,6217	\$ 32,1528	\$ 33,7607	\$ 35,4485	\$ 37,2211
			bi-weekly	2,450	2,572	2,701	2,836	2,978
			monthly	5,308	5,573	5,852	6,144	6,452
			annual	63,693	66,878	70,222	73,733	77,420
51	CRIME & INTELLIGENCE ANALYST SENIOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICIAN II SENIOR CUSTOMER SERVICE REPRESENTATIVE	SEIU	hourly	\$ 31,3875	\$ 32,9571	\$ 34,6047	\$ 36,3351	\$ 38,1516
			bi-weekly	2,511	2,637	2,768	2,907	3,052
			monthly	5,441	5,713	5,998	6,298	6,613
			annual	65,286	68,551	71,978	75,577	79,355
52	ACCOUNTANT I BUILDING INSPECTOR I COMMUNITY SERVICE OFFICER I HR ANALYST I UTILITY OPERATOR I	SEIU	hourly	\$ 32,1719	\$ 33,7804	\$ 35,4696	\$ 37,2430	\$ 39,1052
			bi-weekly	2,574	2,702	2,838	2,979	3,128
			monthly	5,576	5,855	6,148	6,455	6,778
			annual	66,918	70,263	73,777	77,465	81,339
53	CONSTRUCTION INSPECTOR I POLICE RECORDS SUPERVISOR LEGAL SECRETARY	SEIU	hourly	\$ 32,9764	\$ 34,6249	\$ 36,3562	\$ 38,1741	\$ 40,0830
			bi-weekly	2,638	2,770	2,908	3,054	3,207
			monthly	5,716	6,002	6,302	6,617	6,948
			annual	68,591	72,020	75,621	79,402	83,373
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	SEIU	hourly	\$ 33,8007	\$ 35,4908	\$ 37,2652	\$ 39,1286	\$ 41,0851
			bi-weekly	2,704	2,839	2,981	3,130	3,287
			monthly	5,859	6,152	6,459	6,782	7,121
			annual	70,305	73,821	77,512	81,388	85,457
55	ASSISTANT-PLANNER BUILDING INSPECTOR II COMMUNITY SERVICE OFFICER II SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 34,6458	\$ 36,3781	\$ 38,1969	\$ 40,1066	\$ 42,1120
			bi-weekly	2,772	2,910	3,056	3,209	3,369
			monthly	6,005	6,306	6,621	6,952	7,299
			annual	72,063	75,666	79,450	83,422	87,593

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
56	ACCOUNTANT II	SEIU	hourly	\$ 35,5120	\$ 37,2874	\$ 39,1519	\$ 41,1096	\$ 43,1648
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	bi-weekly	2,841	2,983	3,132	3,289	3,453
	DEPUTY CITY CLERK	LMCEA	monthly	6,155	6,463	6,786	7,126	7,482
	HR ANALYST II	LMCEA	annual	73,865	77,558	81,436	85,508	89,783
	UTILITY OPERATOR II	SEIU						
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 36,3996	\$ 38,2196	\$ 40,1308	\$ 42,1370	\$ 44,2440
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	2,912	3,058	3,210	3,371	3,540
	LEGAL ASSISTANT	EXEMPT	monthly	6,309	6,625	6,956	7,304	7,669
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	75,711	79,497	83,472	87,645	92,028
58	ASSOCIATE PLANNER	SEIU	hourly	\$ 37,3096	\$ 39,1751	\$ 41,1339	\$ 43,1904	\$ 45,3502
	JUNIOR ENGINEER	SEIU	bi-weekly	2,985	3,134	3,291	3,455	3,628
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,467	6,790	7,130	7,486	7,861
	ASSISTANT PLANNER	SEIU	annual	77,604	81,484	85,559	89,836	94,328
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 38,2424	\$ 40,1546	\$ 42,1622	\$ 44,2701	\$ 46,4839
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,059	3,212	3,373	3,542	3,719
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	6,629	6,960	7,308	7,673	8,057
	UTILITY OPERATOR-III	SEIU	annual	79,544	83,522	87,697	92,082	96,686
	MAINTENANCE SERVICES SUPERVISOR	LMCEA						
60	EXECUTIVE ASSISTANT TO THE CITY MANAGER	LMCEA	hourly	\$ 39,1987	\$ 41,1586	\$ 43,2164	\$ 45,3773	\$ 47,6460
	HUMAN RESOURCES MANAGER	EXEMPT	bi-weekly	3,136	3,293	3,457	3,630	3,812
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	6,794	7,134	7,491	7,865	8,259
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	annual	81,533	85,610	89,890	94,385	99,104
	LANDSCAPE AND IRRIGATION SPECIALIST	LMCEA						
61	POLICE SERVICES MANAGER	LMCEA	hourly	\$ 40,1784	\$ 42,1875	\$ 44,2966	\$ 46,5114	\$ 48,8371
	CONSTRUCTION INSPECTOR III	SEIU	bi-weekly	3,214	3,375	3,544	3,721	3,907
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	6,964	7,313	7,678	8,062	8,465
	UTILITY OPERATOR III	SEIU	annual	83,571	87,750	92,137	96,744	101,581
62	WASTEWATER TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 41,1829	\$ 43,2421	\$ 45,4040	\$ 47,6744	\$ 50,0580
			bi-weekly	3,295	3,459	3,632	3,814	4,005
			monthly	7,138	7,495	7,870	8,264	8,677
			annual	85,660	89,944	94,440	99,163	104,121
63	SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 42,2126	\$ 44,3232	\$ 46,5394	\$ 48,8661	\$ 51,3093
	ASSOCIATE PLANNER	SEIU	bi-weekly	3,377	3,546	3,723	3,909	4,105
			monthly	7,317	7,683	8,067	8,470	8,894
			annual	87,802	92,192	96,802	101,641	106,723
64	ANIMAL SERVICES MANAGER	LMCEA	hourly	\$ 43,2677	\$ 45,4310	\$ 47,7027	\$ 50,0880	\$ 52,5922
	ASSISTANT ENGINEER	SEIU	bi-weekly	3,461	3,634	3,816	4,007	4,207
	PARKS AND RECREATION ADMINISTRATOR	SEIU	monthly	7,500	7,875	8,268	8,682	9,116
	RECREATION MANAGER	LMCEA	annual	89,997	94,496	99,222	104,183	109,392
	PARKS AND FACILITIES MANAGER	LMCEA						
	STREETS AND OPERATIONS MANAGER	LMCEA						
65	BUDGET MANAGER	LMCEA	hourly	\$ 44,3495	\$ 46,5671	\$ 48,8953	\$ 51,3401	\$ 53,9073
	SENIOR ACCOUNTANT	LMCEA	bi-weekly	3,548	3,725	3,912	4,107	4,313
	POLICE OFFICER	SWORN	monthly	7,687	8,072	8,475	8,899	9,344
			annual	92,247	96,860	101,702	106,787	112,127
66			hourly	\$ 45,4582	\$ 47,7311	\$ 50,1177	\$ 52,6235	\$ 55,2550
			bi-weekly	3,637	3,818	4,009	4,210	4,420
			monthly	7,879	8,273	8,687	9,121	9,578
			annual	94,553	99,281	104,245	109,457	114,930
67	COMMUNITY SERVICES SUPERVISOR	LMCEA	hourly	\$ 46,5946	\$ 48,9245	\$ 51,3706	\$ 53,9395	\$ 56,6360
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	bi-weekly	3,728	3,914	4,110	4,315	4,531
	SENIOR PLANNER	LMCEA	monthly	8,076	8,480	8,904	9,350	9,817
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	96,917	101,763	106,851	112,194	117,803
	SPECIAL DISTRICTS MANAGER	LMCEA						
	HUMAN RESOURCES MANAGER	EXEMPT						
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 47,7593	\$ 50,1476	\$ 52,6548	\$ 55,2876	\$ 58,0521
			bi-weekly	3,821	4,012	4,212	4,423	4,644
			monthly	8,278	8,692	9,127	9,583	10,062
			annual	99,339	104,307	109,522	114,998	120,748
69	UTILITY PLANT SUPERVISOR	LMCEA	hourly	\$ 48,9535	\$ 51,4012	\$ 53,9714	\$ 56,6698	\$ 59,5033
	SENIOR PLANNER	LMCEA	bi-weekly	3,916	4,112	4,318	4,534	4,760
			monthly	8,485	8,910	9,355	9,823	10,314
			annual	101,823	106,914	112,261	117,873	123,767
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 50,1775	\$ 52,6864	\$ 55,3205	\$ 58,0866	\$ 60,9909
			bi-weekly	4,014	4,215	4,426	4,647	4,879
			monthly	8,697	9,132	9,589	10,068	10,572
			annual	104,369	109,588	115,067	120,820	126,861
71	PARKS AND RECREATION SUPERINTENDENT	LMCEA	hourly	\$ 51,4320	\$ 54,0034	\$ 56,7036	\$ 59,5386	\$ 62,5156
	INFORMATION TECHNOLOGY ENGINEER III	LMCEA	bi-weekly	4,115	4,320	4,536	4,763	5,001
			monthly	8,915	9,361	9,829	10,320	10,836
			annual	106,979	112,327	117,943	123,840	130,032
72	PRINCIPAL PLANNER	LMCEA	hourly	\$ 52,7177	\$ 55,3536	\$ 58,1213	\$ 61,0272	\$ 64,0786
	POLICE SERGEANT	SWORN	bi-weekly	4,217	4,428	4,650	4,882	5,126
			monthly	9,138	9,595	10,074	10,578	11,107
			annual	109,653	115,135	120,892	126,937	133,283

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73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 54,0354	\$ 56,7372	\$ 59,5743	\$ 62,5529	\$ 65,6805
			bi-weekly	4,323	4,539	4,766	5,004	5,254
			monthly	9,366	9,834	10,326	10,843	11,385
			annual	112,394	118,013	123,915	130,110	136,615
74	CITY CLERK SENIOR CIVIL ENGINEER SENIOR ENGINEER FINANCE MANAGER PRINCIPAL PLANNER	EXEMPT LMCEA LMCEA LMCEA LMCEA	hourly	\$ 55,3866	\$ 58,1558	\$ 61,0634	\$ 64,1166	\$ 67,3224
			bi-weekly	4,431	4,652	4,885	5,129	5,386
			monthly	9,600	10,080	10,584	11,114	11,669
			annual	115,204	120,964	127,012	133,363	140,031
75			hourly	\$ 56,7713	\$ 59,6097	\$ 62,5900	\$ 65,7197	\$ 69,0055
			bi-weekly	4,542	4,769	5,007	5,258	5,520
			monthly	9,840	10,332	10,849	11,391	11,961
			annual	118,084	123,988	130,187	136,697	143,532
76	ACCOUNTING MANAGER CONSTRUCTION SUPERINTENDENT DEPUTY DIRECTOR OF PARKS, REC & MAINT SERVICES PARKS PROJECT MANAGER PROJECTS MANAGER UTILITY OPERATIONS SUPERINTENDENT	LMCEA	hourly	\$ 58,1904	\$ 61,1000	\$ 64,1548	\$ 67,3626	\$ 70,7307
		LMCEA	bi-weekly	4,655	4,888	5,132	5,389	5,658
		LMCEA	monthly	10,086	10,591	11,120	11,676	12,260
		LMCEA	annual	121,036	127,088	133,442	140,114	147,120
		LMCEA						
77	ASSISTANT CITY ATTORNEY CHIEF BUILDING OFFICIAL	EXEMPT EXEMPT	hourly	\$ 59,6449	\$ 62,6274	\$ 65,7587	\$ 69,0465	\$ 72,4989
			bi-weekly	4,772	5,010	5,261	5,524	5,800
			monthly	10,338	10,855	11,398	11,968	12,566
			annual	124,061	130,265	136,778	143,617	150,798
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 61,1364	\$ 64,1930	\$ 67,4027	\$ 70,7728	\$ 74,3116
			bi-weekly	4,891	5,135	5,392	5,662	5,945
			monthly	10,597	11,127	11,683	12,267	12,881
			annual	127,164	133,521	140,198	147,207	154,568
79	ECONOMIC DEVELOPMENT ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA LMCEA	hourly	\$ 62,6647	\$ 65,7977	\$ 69,0881	\$ 72,5422	\$ 76,1693
			bi-weekly	5,013	5,264	5,527	5,803	6,094
			monthly	10,862	11,405	11,975	12,574	13,203
			annual	130,343	136,859	143,703	150,888	158,432
2022 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 80/Step 5								
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 64,2312	\$ 67,4429	\$ 70,8150	\$ 74,3557	\$ 78,0735
			bi-weekly	5,138	5,395	5,665	5,948	6,246
			monthly	11,133	11,690	12,275	12,888	13,533
			annual	133,601	140,281	147,295	154,660	162,393
81	SENIOR CONSTRUCTION MANAGER CHIEF INFORMATION OFFICER	LMCEA EXEMPT	hourly	\$ 65,8373	\$ 69,1291	\$ 72,5859	\$ 76,2150	\$ 80,0256
			bi-weekly	5,267	5,530	5,807	6,097	6,402
			monthly	11,412	11,982	12,582	13,211	13,871
			annual	136,942	143,788	150,979	158,527	166,453
82	ASSISTANT PUBLIC WORKS DIRECTOR POLICE COMMANDER	LMCEA SWORN	hourly	\$ 67,4830	\$ 70,8575	\$ 74,4001	\$ 78,1199	\$ 82,0263
			bi-weekly	5,399	5,669	5,952	6,250	6,562
			monthly	11,697	12,282	12,896	13,541	14,218
			annual	140,365	147,383	154,752	162,489	170,615
83			hourly	\$ 69,1702	\$ 72,6286	\$ 76,2601	\$ 80,0727	\$ 84,0765
			bi-weekly	5,534	5,810	6,101	6,406	6,726
			monthly	11,990	12,589	13,218	13,879	14,573
			annual	143,874	151,068	158,621	166,551	174,879
84			hourly	\$ 70,8992	\$ 74,4444	\$ 78,1664	\$ 82,0746	\$ 86,1788
			bi-weekly	5,672	5,956	6,253	6,566	6,894
			monthly	12,289	12,904	13,549	14,226	14,938
			annual	147,470	154,844	162,586	170,715	179,252
85	DIRECTOR OF HUMAN RESOURCES DIRECTOR OF PARKS, RECREATION & MAINT SERVICES DIRECTOR OF GOVERNMENT SERVICES/CITY CLERK DIRECTOR OF INFORMATION SYSTEMS	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 72,6717	\$ 76,3055	\$ 80,1208	\$ 84,1267	\$ 88,3330
			bi-weekly	5,814	6,104	6,410	6,730	7,067
			monthly	12,596	13,226	13,888	14,582	15,311
			annual	151,157	158,715	166,651	174,984	183,733
86	CITY ENGINEER (7/1/22)	EXEMPT	hourly	\$ 74,4885	\$ 78,2131	\$ 82,1237	\$ 86,2298	\$ 90,5413
			bi-weekly	5,959	6,257	6,570	6,898	7,243
			monthly	12,911	13,557	14,235	14,946	15,694
			annual	154,936	162,683	170,817	179,358	188,326
87	DEPUTY CITY MANAGER/DIRECTOR OF PUBLIC WORKS DIRECTOR OF FINANCE	EXEMPT EXEMPT	hourly	\$ 76,3509	\$ 80,1685	\$ 84,1769	\$ 88,3856	\$ 92,8050
			bi-weekly	6,108	6,413	6,734	7,071	7,424
			monthly	13,234	13,896	14,591	15,320	16,086
			annual	158,810	166,751	175,088	183,842	193,034
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 78,2596	\$ 82,1725	\$ 86,2811	\$ 90,5952	\$ 95,1250
			bi-weekly	6,261	6,574	6,902	7,248	7,610
			monthly	13,565	14,243	14,955	15,703	16,488
			annual	162,780	170,919	179,465	188,438	197,860
89	CITY ENGINEER (7/1/22)	EXEMPT	hourly	\$ 80,2162	\$ 84,2269	\$ 88,4385	\$ 92,8604	\$ 97,5032
			bi-weekly	6,417	6,738	7,075	7,429	7,800
			monthly	13,904	14,599	15,329	16,096	16,901
			annual	166,850	175,192	183,952	193,150	202,807

**CITY OF LATHROP
GRADE-STEP TABLE**

*FOR REFERENCE USE ONLY

Eff. 3/14/2022

Adopted Per Resolution No. 22-___

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
90			hourly	\$ 82,2217	\$ 86,3325	\$ 90,6492	\$ 95,1817	\$ 99,9409
			bi-weekly	6,578	6,907	7,252	7,615	7,995
			monthly	14,252	14,964	15,713	16,498	17,323
			annual	171,021	179,572	188,550	197,978	207,877
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 84,2771	\$ 88,4907	\$ 92,9156	\$ 97,5615	\$ 102,4395
			bi-weekly	6,742	7,079	7,433	7,805	8,195
			monthly	14,608	15,338	16,105	16,911	17,756
			annual	175,296	184,061	193,264	202,928	213,074
92			hourly	\$ 86,3900	\$ 90,7000	\$ 95,2300	\$ 100,0000	\$ 105,0000
			bi-weekly	6,911	7,256	7,618	8,000	8,400
			monthly	14,974	15,721	16,507	17,333	18,200
			annual	179,691	188,656	198,078	208,000	218,400
93			hourly	\$ 88,5500	\$ 92,9700	\$ 97,6200	\$ 102,5000	\$ 107,6300
			bi-weekly	7,084	7,438	7,810	8,200	8,610
			monthly	15,349	16,115	16,921	17,767	18,656
			annual	184,184	193,378	203,050	213,200	223,870
94	POLICE CHIEF	EXEMPT	hourly	\$ 90,7600	\$ 95,3000	\$ 100,0600	\$ 105,0700	\$ 110,3200
			bi-weekly	7,261	7,624	8,005	8,406	8,826
			monthly	15,732	16,519	17,344	18,212	19,122
			annual	188,781	198,224	208,125	218,546	229,466
95			hourly	\$ 93,0200	\$ 97,6700	\$ 102,5600	\$ 107,6800	\$ 113,0700
			bi-weekly	7,442	7,814	8,205	8,614	9,046
			monthly	16,123	16,929	17,777	18,665	19,599
			annual	193,482	203,153	213,325	223,974	235,186
96			hourly	\$ 95,3500	\$ 100,1200	\$ 105,1200	\$ 110,3800	\$ 115,9000
			bi-weekly	7,628	8,010	8,410	8,830	9,272
			monthly	16,527	17,354	18,221	19,133	20,089
			annual	198,328	208,250	218,649	229,590	241,072

CONTRACT								
	CITY ATTORNEY	EXEMPT	annual	\$ 227,312				
	CITY MANAGER	EXEMPT	annual	\$ 241,626				

Changes

Added:

- Customer Service Representative I Grade 42
- Human Resources Technician Grade 47
- Customer Service Representative II Grade 49
- Senior Customer Service Representative Grade 51
- Customer Service Supervisor Grade 57
- Recreation Manager
- Parks and Facilities Manager
- Streets and Operations Manager
- Landscape and Irrigation Specialist
- Director of Information Systems Grade 85

Adjustments:

- Recreation Leader from Grade 22 to Grade 27
- Senior Recreation Leader from Grade 25 to Grade 32
- Water Meter Reader I from Grade 38 to Grade 41
- Utility Operator I from Grade 41 to Grade 52
- Water Meter Reader II from Grade 42 to Grade 45
- Utility Operator II from Grade 45 to Grade 56
- Assistant Planner from Grade 55 to Grade 58
- Associate Planner from Grade 58 to Grade 63
- Utility Operator III from Grade 59 to Grade 61
- Human Resource Manager from Grade 60 to Grade 67
- Senior Planner from Grade 67 to Grade 69
- Principal Planner from Grade 72 to Grade 74
- City Engineer from Grade 89 to Grade 86 on 7/1/22

Deletions:

- Animal Services Assistant Grade 37
- Accounting Specialist I Grade 38
- Accounting Specialist II Grade 42
- Accounting Technician Grade 49
- Animal Services Manager Grade 64
- Senior Engineer Grade 74 (Correction - Duplicate)
- Deputy City Manager/Director of Public Works

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 11/08/21	2021/22 Amended 03/14/22	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22
CITY ATTORNEY						
City Attorney						
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00
Legal Secretary	0.00	0.00	1.00	0.00	0.00	1.00
Senior Administrative Assistant	1.00	1.00	0.00	1.00	1.00	0.00
Total	3.00	3.00	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00	3.00	3.00
CITY CLERK						
City Clerk						
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50	1.50	1.50
CITY MANAGER						
City Manager						
City Engineer	0.15	0.15	0.15	0.15	0.15	0.15
City Manager	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00	1.00	1.00
Total	2.65	2.65	2.65	2.65	2.65	2.65
CITY MANAGER - Total	2.65	2.65	2.65	2.65	2.65	2.65
COMMUNITY DEVELOPMENT						
Planning						
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33	0.33	0.33
Assistant Community Development Director	0.00	0.00	1.00	0.00	0.00	1.00
Associate Planner	1.00	1.00	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	0.00	0.00	1.00	0.00	0.00	1.00
Principal Planner	1.00	1.00	0.00	1.00	1.00	0.00
Senior Administrative Assistant	1.00	1.00	0.00	1.00	1.00	0.00
Senior Planer	0.00	0.00	1.00	0.00	0.00	1.00
Total	4.33	4.33	5.33	4.33	4.33	5.33
COMMUNITY DEVELOPMENT - Total	4.33	4.33	5.33	4.33	4.33	5.33
FINANCE						
Finance						
Accountant I/II	1.00	2.00	0.00	1.00	2.00	0.00
Accounting Manager	1.00	1.00	0.00	1.00	1.00	0.00
Accounting Specialist I/II/Technician	5.00	5.00	0.00	5.00	5.00	0.00
Administrative Technician I/II	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Representatives I/II	0.00	0.00	5.00	0.00	0.00	5.00
Customer Service Supervisor	0.00	0.00	1.00	0.00	0.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00	1.00	1.00
Director of Finance	1.00	1.00	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	0.50	0.50	2.00	0.50	0.50	2.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	0.00	0.50	0.00	0.00	0.50
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00
Total	13.50	14.50	14.50	13.50	14.50	14.50
FINANCE - Total	13.50	14.50	14.50	13.50	14.50	14.50

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 11/08/21	2021/22 Amended 03/14/22	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	
HUMAN RESOURCES							
Human Resources							
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	
HR Analyst I/II	0.00	1.00	0.00	0.00	1.00	0.00	
HR Technician	0.00	0.00	1.00	0.00	0.00	1.00	
Total	2.00	3.00	3.00	2.00	3.00	3.00	
HUMAN RESOURCES - Total	2.00	3.00	3.00	2.00	3.00	3.00	
INFORMATION TECHNOLOGY							
Information Technology							
Administrative Assistant I/II/III	0.50	0.50	0.00	0.50	0.50	0.00	
Chief Information Officer	1.00	1.00	1.00	1.00	1.00	1.00	
Information Technology Engineer I/II/III	3.00	5.00	5.00	3.00	5.00	5.00	
Management Analyst I/II	0.00	0.00	1.00	0.00	0.00	1.00	
Total	4.50	6.50	7.00	4.50	6.50	7.00	
INFORMATION TECHNOLOGY - Total	4.50	6.50	7.00	4.50	6.50	7.00	
POLICE DEPARTMENT							
Sworn							
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	
Police Commander	2.00	2.00	2.00	2.00	2.00	2.00	
Police Detective	2.00	2.00	2.00	1.00	1.00	1.00	
Police Officer	22.00	22.00	22.00	18.50	18.50	18.50	
Police Sergeant	6.00	6.00	6.00	5.00	5.00	5.00	
Total	33.00	33.00	33.00	27.50	27.50	27.50	
Non-Sworn							
Crime & Intelligence Analyst	0.00	1.00	0.00	0.00	1.00	0.00	
Police Records Assistant I/II	0.00	2.00	2.00	0.00	2.00	2.00	
Police Records Supervisor	0.00	1.00	1.00	0.00	1.00	1.00	
Property & Evidence Technician	0.00	1.00	1.00	0.00	1.00	1.00	
Total	0.00	5.00	4.00	0.00	5.00	4.00	
Administration							
Management Analyst I/II	0.00	0.00	0.00	1.00	1.00	1.00	
Executive Assistant (Police Services Manager Underfill)	0.00	0.00	0.00	1.00	1.00	1.00	
Senior Administrative Assistant	0.00	0.00	0.00	1.00	1.00	1.00	
Total	0.00	0.00	0.00	3.00	3.00	3.00	
Community Services Division							
Community Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	
Community Services Officer I/II/III	3.00	5.00	5.00	3.00	5.00	5.00	
Administrative Assistant I/II/III	0.50	0.50	0.00	0.50	0.50	0.00	
Animal Services Assistant	1.00	1.00	0.00	1.00	1.00	0.00	
Total	5.50	7.50	6.00	5.50	7.50	6.00	
POLICE DEPARTMENT - Total	38.50	45.50	43.00	36.00	43.00	40.50	
MEASURE C							
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00	
Deputy Director of Parks, Recreation and Maint. Services	1.00	1.00	0.00	1.00	1.00	0.00	Unfund when Vacant
Recreation Leader	0.90	0.90	0.90	0.90	0.90	0.90	
Senior Recreation Leader	1.00	1.00	1.00	1.00	1.00	1.00	
Total	3.90	3.90	2.90	3.90	3.90	2.90	
Essential City Services - Contract Staff							
Deputy Sheriff II	1.00	1.00	1.00	0.00	0.00	0.00	
Deputy Sheriff II for Community Impact	1.00	1.00	1.00	0.00	0.00	0.00	
Deputy Sheriff II for Investigations	1.00	1.00	1.00	0.00	0.00	0.00	
Deputy Sheriff II for School Resource Off	1.00	1.00	1.00	0.00	0.00	0.00	
Deputy Sheriff II Patrol	0.50	0.50	0.50	0.00	0.00	0.00	
Sergeant to serve as Supervisor	1.00	1.00	1.00	0.00	0.00	0.00	
Total	5.50	5.50	5.50	0.00	0.00	0.00	

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 11/08/21	2021/22 Amended 03/14/22	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22
Essential City Services - Police Department						
Police Detective	0.00	0.00	0.00	1.00	1.00	1.00
Police Officer	0.00	0.00	0.00	3.50	3.50	3.50
Police Sergeant	0.00	0.00	0.00	1.00	1.00	1.00
Total	0.00	0.00	0.00	5.50	5.50	5.50
Lathrop Manteca Fire District						
Battalion Chiefs	1.98	1.98	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	16.38	17.38	17.38	16.38
PARKS, RECREATION AND MAINTENANCE SERVICES						
Parks and Recreation						
Administrative Assistant I/II/III	1.00	1.00	2.00	1.00	1.00	2.00
Director of Parks, Recreation and Maintenance Services	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	1.25	1.25	0.00	1.25	1.25	0.00
Recreation Coordinator	3.00	3.00	3.00	3.00	3.00	3.00
Recreation Leaders	8.55	8.55	8.55	8.55	8.55	8.55
Recreation Manager	0.00	0.00	1.00	0.00	0.00	1.00
Recreation Supervisor	1.00	1.00	2.00	1.00	1.00	2.00
Senior Accountant	0.00	0.00	0.25	0.00	0.00	0.25
Senior Recreation Leaders	3.35	3.35	3.35	4.35	4.35	4.35
Total	19.15	19.15	21.15	20.15	20.15	22.15
Maintenance Services						
Maintenance Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	10.00	10.00	9.00	10.00	10.00
Parks and Facilities Manager	0.00	0.00	1.00	0.00	0.00	1.00
Streets and Maintenance Operation Manager	0.00	0.00	1.00	0.00	0.00	1.00
Total	10.00	11.00	13.00	10.00	11.00	13.00
PARKS, RECREATION AND MAINTENANCE SERVICES - Total	29.15	30.15	34.15	30.15	31.15	35.15
PUBLIC SAFETY						
Administration						
Management Analyst I/II	1.00	1.00	1.00	0.00	0.00	0.00
Police Services Manager	1.00	1.00	1.00	0.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	1.00	0.00	0.00	0.00
Total	3.00	3.00	3.00	0.00	0.00	0.00
Contract Staff						
Chief of Police	1.00	1.00	1.00	0.00	0.00	0.00
Deputy Sheriff II for Com Resource Off	1.00	1.00	1.00	0.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	1.00	0.00	0.00	0.00
Deputy Sheriff II for Patrol	16.50	16.50	16.50	0.00	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	1.00	0.00	0.00	0.00
Lieutenant to serve as Supervisor	1.00	1.00	1.00	0.00	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	1.00	0.00	0.00	0.00
Total	22.50	22.50	22.50	0.00	0.00	0.00
PUBLIC SAFETY - Total	25.50	25.50	25.50	0.00	0.00	0.00
PUBLIC WORKS						
Building						
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33	0.33	0.33
Building Inspector I/II/III	2.00	2.00	2.00	2.00	2.00	2.00
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	3.00	2.00	2.00	3.00
Total	6.33	6.33	7.33	6.33	6.33	7.33

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 11/08/21	2021/22 Amended 03/14/22	2022/23 Adopted	2022/23 Amended 11/08/21	2022/23 Amended 03/14/22	
Public Works							
Administrative Assistant I/II	2.34	2.34	2.34	2.34	2.34	2.34	
Assistant Engineer	1.00	1.00	3.00	1.00	1.00	3.00	
Associate Engineer	1.00	1.00	1.00	1.00	1.00	1.00	
City Engineer	0.85	0.85	0.85	0.85	0.85	0.85	
Construction Inspector I/II	2.00	2.00	2.00	2.00	2.00	2.00	
Construction Inspector III	1.00	1.00	1.00	1.00	1.00	1.00	
Construction Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	
Director of Public Works	1.00	1.00	1.00	1.00	1.00	1.00	
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	
Land Development Manager	1.00	1.00	0.00	1.00	1.00	0.00	Unfund when vacant
Management Analyst I/II	0.25	0.25	1.00	0.25	0.25	1.00	
Meter Reader	1.00	1.00	1.00	1.00	1.00	1.00	
Senior Accountant	0.00	0.00	0.25	0.00	0.00	0.25	
Senior Administrative Assistant	1.00	1.00	0.00	1.00	1.00	0.00	
Senior Civil Engineer	1.00	1.00	2.00	1.00	1.00	2.00	
Senior Construction Manager	1.00	1.00	1.00	1.00	1.00	1.00	
Utility Operations Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	
Utility Operator I/II/III	6.00	6.00	6.00	6.00	6.00	6.00	
Utility Plant Manager	1.00	1.00	1.00	1.00	1.00	1.00	
Total	24.44	24.44	26.44	24.44	24.44	26.44	
PUBLIC WORKS - Total	30.77	30.77	33.77	30.77	30.77	33.77	
Grand Total	172.78	184.78	189.78	145.78	157.78	162.78	
Total City Staff Positions	136.80	148.80	153.80	137.80	149.80	154.80	
Total Contractual Positions	35.98	35.98	35.98	7.98	7.98	7.98	
Total Funded Positions	172.78	184.78	189.78	145.78	157.78	162.78	

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ITEM: **CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL DISPENSARY IN THE CITY OF LATHROP**

RECOMMENDATION: **Review Response Received and Consider Selecting the Proponent to Proceed to the Next Step in the Application Process to Establish a Commercial Cannabis Retail Dispensary in the City of Lathrop**

BACKGROUND

The City Council, in its desire to regulate commercial cannabis business operations within the City passed and adopted Ordinance No. 21-428 on December 13, 2021 and thereby amended the Lathrop Municipal Code ("LMC") to allow one commercial cannabis retail dispensary business within the City.

On February 14, 2022, City Council approved the issuance of a retail cannabis dispensary request for proposal ("RFP") with a response deadline of 6 p.m. on March 8, 2022. Council also approved a revised merit-based selection criteria and appeal procedures for the selection and subsequent application steps for the potential establishment of a commercial cannabis retail dispensary business within the City of Lathrop. The RFP was posted on the City of Lathrop website on February 15, 2022.

A total of one (1) response was received to the RFP on March 8, 2022 by the 6 p.m. deadline. Staff determined, pursuant to the submittal deadline established by Council and specified in the RFP, that this response from Donald Jimenez, CEO of Central California Greens, INC. was timely. The City also received one (1) additional response to the RFP on March 9, 2022 which staff determined, pursuant to the submittal deadline established by Council and specified in the RFP, was untimely and therefore considered a "late RFP Response" and is not provided for Council consideration. Staff reviewed the one RFP response timely received and confirmed said response meets the minimum requirements of LMC 5.26 and the requirements of the RFP. Staff provides the following summary of the timely RFP response received below:

Description of Criteria	Meets Criteria	
	Yes	No
Section 1: Prioritize Medicinal Cannabis Access		
a) RFP Response includes combined medicinal/adult use dispensary	X	
b) RFP Response includes Delivery Services	X	

Section 2: Geographical Preference/Neighborhood Relations		
a) Proposed location is within 1,200 feet of local transportation	X	
b) RFP Response includes a process and schedule for at least two public outreach meetings per year that meet City requirements	X	
c) Business plan includes a schedule for communication and receiving feedback from all entities within 300 feet of the business at least two times per year	X	
d) RFP Response includes appointment of an employee as a designated liaison to the neighborhood	X	
Section 3: Facility Plan		
a) Business is and/or was associated with a non-cannabis-related business in the City of Lathrop	X	
b) RFP Response includes daily site inspection to ensure maintenance of the interior and exterior of the facility (i.e., free of trash, graffiti, etc.)	X	
c) Commercial cannabis business will be open more than five days a week and at least six hours per day	X	
d) Location is within an existing building or facility with ability to be open for business within six months of approval by the City	X	
Section 4: Standards and Procedures for the Safe Operation of Facilities		
a) RFP Response includes documented employee safety training program	X	
b) RFP Response includes documented employee cannabis educational training program	X	
c) Business Plan includes enhanced security measure, with at least three of the following: panic buttons, dye packets, bulletproof window film (with break strength of 400 lbs. per inch or better), a UL-approved safe with a fire rating that is 2-hour 1,700 degrees F or better with a complex locking device; motion sensing lighting; or other enhanced security measure acceptable to the City	X	
d) RFP Response includes climate-controlled environment	X	
e) RFP Response includes a comprehensive documented process for 24-hour minimum response time to cannabis product recall notifications	X	
f) RFP Response includes plan for disposal of all solid waste based on best practices of the State	X	

g) RFP Response includes more than one on-site security guard during business hours	X	
h) RFP Response includes plans and procedures on how all cannabis products on the premises or held by the Applicant meet the testing requirements as defined by the State	X	
i) RFP Response includes a separate lobby where identification is checked to ensure that only qualified individuals gain access to separate, locked areas where cannabis products are displayed	X	
j) RFP Response includes electronic storage of required records of sales, delivery manifests, patient information (if medicinal and required by State), inventory, etc., which can be provided to City personnel upon request	X	
k) RFP Response includes participation in web-based public safety application or equivalent that provides law enforcement with confirmation of local and state licenses	X	
l) RFP Response includes proposed "green" business practices related to energy and climate, water conservation, and materials/waste storage	X	
m) RFP Response includes secured loading/unloading area for deliveries	X	
Section 5: Prior Experience in Business Ownership and Management		
a) Combined prior experience of proposed owners includes more than three years of verified successful management of any non-cannabis legal retail facility	X	
b) Owners are listed on State approved commercial cannabis licenses.	X	
c) Combined prior experience of proposed owners is more than three years with a commercial cannabis business in compliance with California law, with proof of timely payment of taxes	X	
Section 6: Qualifications of Principals/Business Plan		
a) At least one proposed owner is a military veteran with an honorable discharge		X
b) Does the business qualify as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation?		X
c) Does the business have documented proof of access to at least \$150,000 in capital (or enough capital to pay all startup costs plus at least three months of operating costs)?	X	

CITY MANAGER'S REPORT **PAGE 4**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL
DISPENSARY IN THE CITY OF LATHROP

d) Does the Business Plan contain a valid pro forma for at least three years of operation	X	
e) Does the proposed commercial cannabis business have documented agreements with cannabis distributors to supply products to their business?	X	
Section 7: Employee and Public Relations		
a) The proposed commercial cannabis business will promote local hiring or provide incentives for City residents to work for the business	X	
b) The proposed commercial cannabis business provides employee health benefits for all full-time employees	X	
c) The proposed commercial cannabis business will employ more than five people full-time, not counting the owners or security personnel	X	
d) RFP Response includes an ongoing public information program to inform City residents of cannabis issues and proper/safe/legal use of cannabis products	X	
Section 8: Community Benefits		
a) RFP Response includes offer to deposit funds to cover the costs of application and entitlement processing	X	
b) RFP Response includes offer to provide a percentage of annual gross receipts as a community benefit to be allocated by the City	X	
c) RFP Response includes benefits to the community, such as monetary contributions to local community organizations, or volunteer work for local community organizations, or any other proposed community benefit deemed acceptable to the City	X	

If initially selected by the City Council, the Cannabis Business applicant will be required to apply for a Conditional Use Permit (CUP) and Development Agreement (DA). The application submittal materials will be reviewed by City staff to ensure that the application contains all of the required information. Once the application is deemed complete and the environmental review pursuant to the California Environmental Quality Act (CEQA) has been prepared, staff will advertise the CUP and DA for public hearings. The CUP is reviewed and approved by the Planning Commission at a Public Hearing. The DA is also reviewed by the Planning Commission for General Plan conformity at a public hearing, preferably at the same meeting as the CUP hearing. The Planning Commission's recommendation on the DA is then considered by the City Council at an additional Public Hearing.

CITY MANAGER'S REPORT **PAGE 5**
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL
DISPENSARY IN THE CITY OF LATHROP

REASON FOR RECOMMENDATION: Staff recommends City Council consider all information provided, and, if determined to be appropriate, provide direction to staff based on decision(s) made by the City Council.

FISCAL IMPACT:

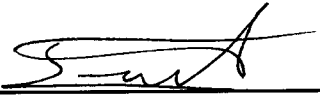
None other than staff time to review the RFP Response and prepare this report.

ATTACHMENTS:

- A. RFP Response

CITY MANAGER'S REPORT
MARCH 14, 2022 CITY COUNCIL REGULAR MEETING
CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL
DISPENSARY IN THE CITY OF LATHROP


APPROVALS:



Salvador Navarrete
City Attorney

3-10-2022

Date



Stephen J. Salvatore
City Manager

3-10-22

Date

CANNABIS DISPENSARY APPLICATION PROCESS

The City will utilize a merit-based approach to determining which applicant will receive a commercial cannabis business permit to operate a dispensary under Lathrop Municipal Code Chapter 5.26. The information contained in this Request for Proposals includes the minimum requirements necessary to administer Chapter 5.26 of the Lathrop Municipal Code.

The selection process starts with all interested applicants submitting a response to the RFP to the City (the “RFP Response”). Applicants do not need to have secured ownership or physical control over a location to submit an RFP Response, but must include a proposed location, site plan, and floor plan in the RFP Response. City staff will review each RFP Response and provide comment to the City Council as to whether each meets the requirements of Lathrop Municipal Code Chapter 5.26 and this Request for Proposals.

City staff will submit all RFP Responses to the City Council. The City Council, in its sole discretion, may invite some or all applicants to attend interviews to be conducted as part of public meetings of the City Council. Following review and interviews, if held, the City Council may select a top-ranked RFP Response to be awarded a commercial cannabis business permit to operate a dispensary. The City Council may, in its sole discretion, reject all applications. The successful applicant must comply with all other requirements in Lathrop Municipal Code Chapter 5.26 and State law before operating a commercial cannabis business and, therefore, preliminary award of a license by the City Council creates no rights to operate a cannabis dispensary, the applicant selected must comply with all other requirements of that Chapter and obtain the other approvals it requires. Unsuccessful applicants will be timely notified of the City Council’s decision and may appeal the City Council’s decision pursuant to appeal procedures established by the City in the time those rules permit.

PROPOSAL REQUIREMENTS

Documents Required in Response to Request for Proposals:

Applicants shall submit the following information in their responses to the Request for Proposals:

- **Required Submittal Item #1:** Completed Applicant/Owner Information Form, attached as Attachment “A” hereto.
- **Required Submittal Item #2:** Cover Letter
- **Required Submittal Item #3:** Applicant’s Business Plan. Sections of the Business Plan shall include:
 - Section 1: Qualifications of Applicant/Owners, addressing:
 - **Experience:** Owners’ experience in owning, managing and operating the commercial cannabis businesses.

- **Cannabis Industry Knowledge:** Knowledge of the cannabis industry, including identification of how industry best practices and state regulations have been incorporated in any existing or earlier legal business outside the City of Lathrop.
 - **Ownership Team:** Involvement of the owners in on-site day-to-day operation.
 - **Compliance with Lathrop Municipal Code:** Understanding and ability to comply with operational standards in the Lathrop Municipal Code including, but not limited to, Lathrop Municipal Code sections 5.26.090 and 5.26.100.
 - **Satisfaction of the Criteria for Award of a Cannabis License** adopted by City Council Resolution No. 21-4983 and amended by Resolution No. 22-____.
- Section 2: Business Plan, addressing:
- **Standard Operating Procedures (SOP):** Proposed operating procedures for all aspects of the proposed business, including incorporation of industry best practices. Applicant should show specific examples of where practices referenced have worked before.
 - **Financial Plan:** Financial plan and/or budget to start and to operate the business (e.g., business pro forma, cash flow, accounting procedures, etc.). Proposals should provide clear and complete details about the financial position, plan & operating procedures of business.
 - **Funding/Proof of Capitalization:** Demonstration of access to adequate capital and/or on-going line of credit to operate the business.
 - **Records Software:** Standard operating procedures for electronic tracking and storage of required records of sales, delivery manifests, and inventory.
 - **Track-and-Trace:** Standard operating procedures for track-and-trace, include detailed California Cannabis Track-and-Trace (CCTT) procedures as outlined by the State.
 - **State Testing Requirements:** Standard operating procedures for ensuring all cannabis products on the premises or held by Applicant have met the testing requirements as defined by the State.
 - **Employee Training:** Proposed employee training including, for example, training on differences in products, potency of products, customer service, and/or laws governing “adult use” vs medical use.

- **Customer Education:** Plan for educating customers regarding cannabis products, including the potency and effects of products, and variety of cannabis products offered for sale.
 - **Marketing:** Key aspects of Applicant’s marketing strategy that would be generated and incorporated into Applicant’s marketing plan. The proposed marketing strategy should describe compliance with local regulation related to advertising (i.e., local sign regulations).
 - **Product Procurement:** Procurement plan, including due diligence performed before executing purchase contracts and quality control of incoming products.
 - **Emergency Contact:** Applicant must designate and provide contact information for an Emergency Contact who is be an on-site employee or owner to whom emergency notice can be provided 24 hours per day.
- Section 3: Community Benefit, addressing:
- **Council Goals:** How the business will further the City Council’s goals to support and promote the quality of life, enhance the local community, and help sustain the local economy through a community engagement plan that demonstrates an understanding of the community, its values and unique aspects, and how the business will integrate into the community.
 - **Job Creation:** How the business plans to create well-paying, high-quality jobs with benefits via a share in ownership, management or other employment opportunities.
 - **Community Assistance:** How the business plans to assist organizations in our community that provide help to those persons most harmed by cannabis criminalization and poverty.
 - **Non-Profit Support:** How the business plans to work with local non-profits and other community groups. Non-profits or groups located in or serving Lathrop are preferred.
 - **Business Support:** How the business plans to partner with existing Lathrop businesses (e.g., procurement of goods and services from local businesses).
 - **Youth Education:** How the business plans to educate the youth in the community about the dangers of substance abuse. Such planned outreach may include to local schools and youth groups.
 - **Community Relations Contact:** Applicant shall designate and provide contact information for a Community Relations Contact who shall be the person notified of problems associated with the commercial cannabis business. If selected, Applicant will be required to provide the designated

Community Relations Contact's contact information to all property owners located within 100 feet of the commercial cannabis business.

- Section 4: Neighborhood Compatibility & Enhancement, addressing:
 - **Exterior Design Concept:** A contextual exterior design which reflects the best of the City's architecture, the use of quality materials and the level of investment that can be expected for the architecture, landscaping, signage, lighting, entry experience, parking, etc.
 - **Site Plan & Floor Plan:** Applicant shall provide a site plan and floor plan for the proposed commercial cannabis business. The Site Plan and Floor Plan shall include: (1) physical boundaries of the site including, but not entrances and exits; (2) location of all cannabis-related activities; and (3) any space on the property shared with non-cannabis-related businesses.
 - **Integration of Security Measures:** Applicant's plan to integrate security enhancements into the physical design concept, so as not to be overly noticeable by customers or the public. Applicants should provide details about physical and technological security components as well as crime prevention efforts through environmental and site planning.
 - **Air Quality/Odor Control:** Description of proposed ventilation and air purification system, including demonstrated effectiveness and any nuisance mitigation.
- Section 5: Security Plan, addressing:
 - **Security Experience:** Experience of individual/firm designing the security plan. Individual/firm should be identified, and experience described. If relevant, the RFP Response should include information on the quality of delivery driver security, safety procedures, and vehicle security, including driver education related to potential hazards and response thereto.
 - **Designated Security Contact:** Applicant must designate a Security Representative/City Liaison who shall be reasonably available to meet with the City Manager or his/her designee at any time regarding any security related measures or operational issues.
 - **Background Checks:** Applicant should describe whether it intends to use background checks in the employee hiring process. Provide detail about level of checks and use of the information obtained.
 - **Employee Safety Education:** Employee safety education plan, including training regarding product handling, burglary protocols, robbery protocols, and other potential hazards of the commercial cannabis business.

- **Employee Theft Reduction Measures:** Employee theft reduction measures, including audits and check in/out.
 - **Cash Management Plan:** Cash management plan, including cash counting/reconciliation procedures, cash storage, cash transport, deposit into a banking institution (if any), and employee training.
 - **Product Access Protocols:** Business plan details product access protocols. Product access protocols must include, but are not limited to, a separate check-in area where identification is checked to ensure that only qualified employees gain access to where cannabis products are stored.
 - **Product Deliveries:** Plan for securing product deliveries to the business (i.e., from delivery vehicles to building).
 - **Security Guards:** Anticipated security guard plan for the business, including number of guards, hours, protocols, and day-to-day procedures/operations.
 - **Video Camera Surveillance:** Security plan includes video camera surveillance. Additionally, overall quality of Applicant’s plan to use cameras, including number of cameras, locations, resolution, and how long footage is saved and how access is granted by investigative/regulatory agencies.
- Section 6: Hazardous Materials Management Plan.
 - A Hazardous Materials Management Plan, in compliance with all federal, state and local requirements for management of hazardous materials, is necessary only to the extent that Applicant intends to use any hazardous materials in its operations. “Hazardous materials” includes any hazardous substance regulated by any federal state or local laws or regulations intended to protect human health or the environment from exposure to such substances
- **Required Submittal Item #4:** Completed Criterion Matrix, attached as Attachment “B” hereto.

Further Information Regarding Required Items:

Applicant/Owner Information Forms – Each RFP Response shall complete the Applicant/Owner Information Forms (Required Submittal Item #1). This form includes basic information on Applicant, owners, and non-owners with a financial interest in the business. The information requested is similar to that requested by the State. The City Council may disqualify any Application that includes an owner who checks “YES” on one or more of the boxes included in Section C: Declarations.

Cover Letter – The Cover Letter (Required Submittal Item #2) shall be a concise overview of Applicant’s RFP Response, including the proposed business concept. The Cover Letter may not exceed three pages.

Detail of Applicant’s Business Plan – This section is the main portion of the RFP Response (Required Submittal Item #3). Applicant shall provide as much detail as possible to clearly describe the day-to-day operations of the proposed commercial cannabis business. Applicants shall label each of the sections noted above.

Required Format and Submittal Guidelines for RFP Response:

Length – RFP Responses shall be no longer than 100 pages for each permit type. The page total does not include the applicant/owner information forms or the cover letter (cover letter cannot exceed three pages). Double-sided pages count as two pages. Please avoid duplicating information. All pages shall be numbered.

Font and Page Size – 11-point font minimum shall be used in the narrative portions of the RFP Response. All pages shall be 8.5 x 11.

Submittal Deadline – RFP Responses may be submitted to the City no later than 6:00pm (Pacific Time) on March 16, 2022. RFP Responses received after the established due date will be considered a “late RFP Response”, will not be accepted and will not be considered. No additional weight will be given to RFP Responses submitted earlier than other RFP Responses. The City assumes no responsibility for any delays caused by delivery service. Postmarking by the due date will not substitute for actual timely delivery.

Document Submittal – All RFP Responses shall be submitted before the Submittal Deadline. Ten (10) hard copies of the RFP Response and one electronic PDF version of the proposal on a flash drive shall be provided in a sealed envelope or box with Applicant’s return address, and addressed to the following:

City of Lathrop
City Attorney’s Office
390 Towne Centre Drive
Lathrop, CA 95330

Applications must be complete when submitted; there will be no later opportunity to supply missing and/ or supplemental information after the Submittal Deadline.

Other Key Information:

Background Check – A background check of Applicant whose RFP is selected will be required. Applicant, owners, and non-owners with a financial interest in a commercial cannabis business will also be required to complete the background check.

Permits Not Transferable – The assignment of, or attempt to assign, any commercial cannabis business permit is unlawful and any such assignment or attempt to assign a permit shall render the permit null and void.

Public Records Requests and Proprietary Data – All RFP Responses will become the property of the City when received. Information contained in the RFP Responses may be subject to disclosure under the California Public Records Act. Any sections or pages of the RFP Response Applicant considers proprietary should be clearly marked as such, although such marking is not determinative of whether it is proprietary under state law. The City reserves the right to disclose and/or withhold any information contained therein in accordance with the law.

Ownership Stake in Multiple Applications – Individuals may not be party to or listed as Owners in more than one RFP Response. The definition of Owner is provided on the Applicant/Owner Information Form and is consistent with the State definition of “Owner.”

Original Ordinance – Ordinance No. 21-428 can be found following the text of this document and as codified in the Lathrop Municipal Code under Chapter 5.26. A copy of this Ordinance may also be obtained by submitting a Public Records Act request with the City Attorney’s Office at (209) 941-7235.

Disclosure Regarding Changes to Published Information – While the City does not anticipate any changes to the published information, the City reserves the right to update the information as necessary to resolve any unanticipated issues that may arise before or during the screening period. Any updated information will be made by written addendum and posted on the City’s website. The failure of an applicant to read any addenda shall have no effect on the validity of such update or modification.

Limitations on City Liability:

To the fullest extent permitted by law, the City of Lathrop shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, Applicant shall, and hereby does agree to:

1. Indemnify, defend (at applicant’s sole cost and expense), and hold the City of Lathrop, and its officers, officials, employees, representatives, attorneys and agents, harmless, from any and all claims, losses, damages, injuries, or liabilities which arise out of, or which are in any way related to, the City’s issuance of the commercial cannabis business permit, the City’s decision to approve the operation of the commercial cannabis business or activity, the City’s decision-making process, or the alleged violation of any federal, state or local laws by the commercial cannabis business or any of its officers, employees or agents.
2. Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the City Manager or his or her designee, to provide coverage for the obligations required by the Lathrop Municipal Code, and provide evidence of coverage upon request.

3. Reimburse the City of Lathrop for all costs and expenses, including, but not limited to, legal fees and costs, which the City may incur as a result of any legal challenge related to the City's action on Applicant's commercial cannabis business permit, or related to the City's action on a commercial cannabis activity. The City of Lathrop may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve an Applicant of any of the obligations imposed hereunder.

Applicant Signature:

I, as Applicant for a commercial cannabis business permit, certify under penalty of perjury that the information contained in this application package is true and correct to the best of my knowledge. I acknowledge my obligation to abide by and conform to the conditions of all permits issued by the City of Lathrop related to the proposed commercial cannabis business and all provisions of the Lathrop Municipal Code pertaining to establishment and operation of the commercial cannabis use including, but not limited to, the provisions of Lathrop Municipal Code Chapter 5.26. I further acknowledge approval of a commercial cannabis business permit shall, in no way, permit activity contrary to the Lathrop Municipal Code or any activity in violation of applicable laws.

Applicant/Agent Signature Donald Jimenez

Printed Name and Title: Donald Jimenez CEO Date 03/08/22

Required Submittal Item #1

Applicant/Owner Information Forms

AFFIDAVIT OF LANDLORD

City of Lathrop
City Attorney's Office
390 Towne Centre Drive
Lathrop, CA 95330

February 18, 2022

Effective Date: MARCH 7, 2021

RE: Acknowledgement of premises to be used for commercial cannabis activity at the premises located at 16925 S. Harlan RD 103, Lathrop CA 95330 (Parcel No. 198-210-100-000).

We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes of a retail cannabis storefront business by Central California Greens Inc. The lease agreement is attached.

PROPERTY OWNERS: (All signatures must be notarized.)

KULWANT SIRAN
Print Name:

Kulwant Siran Date: 3-7-22
Signature

Print Name

Signature Date: _____

All-purpose Acknowledgment California

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

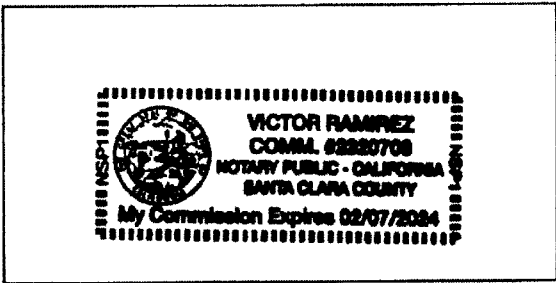
State of California

County of Santa Clara

On 3/7/22 before me, Victor Ramirez, notary public (here insert name and title of the officer),

personally appeared Kulwant Swan

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



Notary Seal

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]

For Bank Purposes Only

Description of Attached Document

Type or Title of Document Affidavit of Landlord

Document Date 3/7/22 Number of Pages 1

Signer(s) Other Than Named Above N/A

Account Number (if applicable) N/A



F001-000DSG5350CA-01

Applicant/Owner Information Form*

Commercial Cannabis Screening Application

*Portions of the information disclosed in this application is public information pursuant to the California Public Records Act.

INSTRUCTIONS: Complete the pertinent sections for each owner, applicant, entity owner and non-owner with financial interest in the business. A separate form is required for each individual.

- Type: Entity Owner (Complete Sections A and E)
 Owner (Complete Sections B, C, D and E)
 Applicant (Complete Sections B, C, D and E)
 Non-owner with financial interest (Complete Sections B and E)

SECTION A: ENTITY OWNERSHIP INFORMATION

An entity is anything other than an individual. If an entity is an owner of the commercial cannabis business, as defined in 16 CCR § 5023, you will need to complete the following information. Attach additional pages if needed.

Name of Entity: _____ Phone Number: _____

Ownership %: _____ Organizational Structure: _____ Email: _____

Authorized Agent: _____ Title: _____

List entity members below (attach additional sheets if necessary):

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

SECTION B: OWNER/NON-OWNER/APPLICANT INFORMATION

Pursuant to 16 CCR § 5023, an owner is defined as a person with an aggregate ownership interest of 20% or more, chief executive officer, member of the board of directors of a nonprofit, or an individual participating in the direction, control, or management of the applicant. All business owners must be listed, including the applicant.

Full Name: Travis Corey Date of birth:
Last First M.I.

Mailing Address: PO BOX 254606
Street Address SACRAMENTO CA 95865
City State ZIP Code

Phone: 415-890-4480 Email: corey@zen209.com

Ownership % 4% Title: Owner

Social Security No. Current Employer: Zen Garden Wellness

Section C: DECLARATIONS

1. Do you have an ownership or financial interest (as defined in Title 16 CCR 5003 and 5004) in a licensed cannabis business? YES NO
 If "yes", complete section C-1.
2. Have you ever been denied a permit or state license to engage in commercial cannabis activity, or had a permit or state license to engage in commercial cannabis activity suspended and not reinstated, or revoked, by any city, county, city and county, or any other state cannabis licensing authority? If "yes", complete section C-2. YES NO
3. Have you ever been convicted of a crime? If "yes", complete section C-3. (HSC BPC §26057) YES NO
4. Have you ever failed to pay federal, state, or local taxes and/or fees when notified by the appropriate agencies? YES NO

Section C-1: Other Licensed Cannabis Businesses

Use additional sheets if necessary.

Agency: BCC License No. C10-0000319-LIC Date Issued: 01-01-2018
 Description of business: Retailer

Agency: BCC License No. C10-0000318-LIC Date Issued: 06-27-2018
 Description of business: Retailer

Agency: CDFA License No. CCL18-0000263 Date Issued: 01-01-2018
 Description of business: Small Indoor, Cultivation

Section C-2: Cannabis License(s) Suspended, Revoked or Denied

Use additional sheets if necessary.

License Authority: _____ License Type: _____ Suspension or Revocation Date: _____

Details: _____

License Authority: _____ License Type: _____ Suspension or Revocation Date: _____

Details: _____

License Authority: _____ License Type: _____ Suspension or Revocation Date: _____

Details: _____

Section C-3: Criminal Violation(s)

Use additional sheets if necessary.

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

SECTION D: REQUIRED DOCUMENTS

Copy of a currently valid government-issued identification

SECTION E: AFFIRMATION & CONSENT

Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that misrepresentation of fact is cause for rejection of this screening application, denial of a license, or revocation of a license issued.

Signature:  Date: 3-7-2022

Printed Name: Corey Travis

Owner Information Form (continued)

Section C-1: Other Licensed Cannabis Businesses

Agency: BCC

License No.: C12-0000392-LIC

Date Issued: 1-7-2022

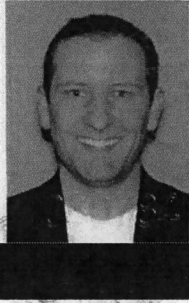
Description: Microbusiness

California

USA

DRIVER LICENSE

FEDERAL
LIMITS
APPLY



DL [REDACTED]

CLASS C

EXP [REDACTED]

END NONE

LN TRAVIS
FN COREY

PO BX 2021
GRANITE BAY, CA 95746

DOB [REDACTED]



SEX [REDACTED]
HGT [REDACTED]

HAIR [REDACTED]
WGT [REDACTED]

EYES [REDACTED]
[REDACTED]

SEX [REDACTED]

HAIR [REDACTED]

EYES [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Applicant/Owner Information Form*

Commercial Cannabis Screening Application

*Portions of the information disclosed in this application is public information pursuant to the California Public Records Act.

INSTRUCTIONS: Complete the pertinent sections for each owner, applicant, entity owner and non-owner with financial interest in the business. A separate form is required for each individual.

- Type: Entity Owner (Complete Sections A and E)
 Owner (Complete Sections B, C, D and E)
 Applicant (Complete Sections B, C, D and E)
 Non-owner with financial interest (Complete Sections B and E)

SECTION A: ENTITY OWNERSHIP INFORMATION

An entity is anything other than an individual. If an entity is an owner of the commercial cannabis business, as defined in 16 CCR § 5023, you will need to complete the following information. Attach additional pages if needed.

Name of Entity: Central California Greens Inc Phone Number: 916 544 3464
 Ownership %: 100 Organizational Structure: L-Corp Email: info@ca-highrise.com
 Authorized Agent: Donald Jimenez Title: CEO

List entity members below (attach additional sheets if necessary):

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

SECTION B: OWNER/NON-OWNER/APPLICANT INFORMATION

Pursuant to 16 CCR § 5023, an owner is defined as a person with an aggregate ownership interest of 20% or more, chief executive officer, member of the board of directors of a nonprofit, or an individual participating in the direction, control, or management of the applicant. All business owners must be listed, including the applicant.

Full Name: Jimenez Donald V Date of birth: [REDACTED]
Last First M.I.
 Mailing Address: [REDACTED] Caldwell Ct
Street Address Apartment/Unit #
Lathrop CA 95330
City State ZIP Code
 Phone: [REDACTED] Email: jimenezv donald@gmail.com
 Ownership %: 32 Title: CEO
 Social Security No. [REDACTED] Current Employer: Self - Employed

Section C: DECLARATIONS

1. Do you have an ownership or financial interest (as defined in Title 16 CCR 5003 and 5004) in a licensed cannabis business? If "yes", complete section C-1. YES NO
2. Have you ever been denied a permit or state license to engage in commercial cannabis activity, or had a permit or state license to engage in commercial cannabis activity suspended and not reinstated, or revoked, by any city, county, city and county, or any other state cannabis licensing authority? If "yes", complete section C-2. YES NO
3. Have you ever been convicted of a crime? If "yes", complete section C-3. (HSC BPC §26057) YES NO
4. Have you ever failed to pay federal, state, or local taxes and/or fees when notified by the appropriate agencies? YES NO

Section C-1: Other Licensed Cannabis Businesses

Use additional sheets if necessary.

Agency: _____ License No. _____ Date Issued: _____
 Description of business: _____

Agency: _____ License No. _____ Date Issued: _____
 Description of business: _____

Agency: _____ License No. _____ Date Issued: _____
 Description of business: _____

Section C-2: Cannabis License(s) Suspended, Revoked or Denied

Use additional sheets if necessary.

License Authority : _____ License Type _____ Suspension or Revocation Date: _____

Details: _____

License Authority : _____ License Type _____ Suspension or Revocation Date: _____

Details: _____

License Authority : _____ License Type _____ Suspension or Revocation Date: _____

Details: _____

Section C-3: Criminal Violation(s)

Use additional sheets if necessary.

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

Details: _____

SECTION D: REQUIRED DOCUMENTS

Copy of a currently valid government-issued identification

SECTION E: AFFIRMATION & CONSENT

Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that misrepresentation of fact is cause for rejection of this screening application, denial of a license, or revocation of a license issued.

Signature: Donald Jimenez Date: 3/7/22
Printed Name: Donald Jimenez

Applicant/Owner Information Form*

Commercial Cannabis Screening Application

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 Applicant (Complete Sections B, C, D and E)
 Non-owner with financial interest (Complete Sections B and E)

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Name of Entity: _____ Phone Number: _____
 Ownership %: _____ Organizational Structure: _____ Email: _____
 Authorized Agent: _____ Title: _____

List entity members below (attach additional sheets if necessary):

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

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Full Name: Vssery Anthony R Date of birth: [REDACTED]
Last First M.I.

Mailing Address: [REDACTED] Pacific Ave [REDACTED]
Street Address

Stockton CA 95207
City State ZIP Code

Phone: 916 544 3464 Email: anthonyvssery@outlook.com
 Ownership %: 65 Title: CFO

Social Security No. [REDACTED] Current Employer: Self-Employed

Section C: DECLARATIONS

1. Do you have an ownership or financial interest (as defined in Title 16 CCR 5003 and 5004) in a licensed cannabis business? If "yes", complete section C-1. YES NO
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Details: _____

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Details: _____

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Details: _____

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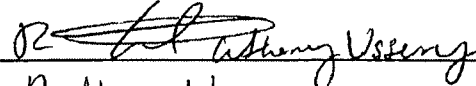
Details: _____

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Signature:  Date: 3/7/22
Printed Name: Anthony Vssery

Applicant/Owner Information Form*

Commercial Cannabis Screening Application

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Name of Entity: Central California Greens Inc Phone Number: 916 544 3464
 Ownership %: 100 Organizational Structure: C Corporation Email: info@cahighrise.com
 Authorized Agent: Donald Jimenez Title: CEO

List entity members below (attach additional sheets if necessary):

Name:	<u>Corey Travis</u>	Title:	<u>Owner</u>
Name:	<u>Anthony Ussery</u>	Title:	<u>Owner</u>
Name:	<u>Donald Jimenez</u>	Title:	<u>Owner</u>
Name:	_____	Title:	_____
Name:	_____	Title:	_____
Name:	_____	Title:	_____
Name:	_____	Title:	_____
Name:	_____	Title:	_____
Name:	_____	Title:	_____

SECTION B: OWNER/NON-OWNER/APPLICANT INFORMATION

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Full Name: _____ Date of birth: _____
Last First M.I.

Mailing Address: _____
Street Address Apartment/Unit #

City _____ State _____ ZIP Code _____

Phone: _____ Email: _____

Ownership % _____ Title: _____

Social Security No. _____ Current Employer: _____

Section C: DECLARATIONS

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Use additional sheets if necessary.

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Details: _____

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Details: _____

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Details: _____

Date of Conviction: _____ Code Section: _____ Felony or Misdemeanor? _____
Date of incarceration: _____ Date of Probation: _____ Date of Parole: _____

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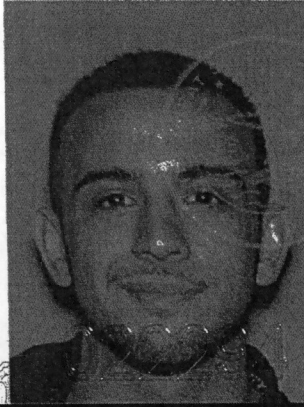
Signature: Donald Jimenez Date: 3/7/2022
Printed Name: Donald Jimenez

California

USA

DRIVER LICENSE

FEDERAL LIMITS APPLY



DL

[REDACTED]

CLASS C

EXP

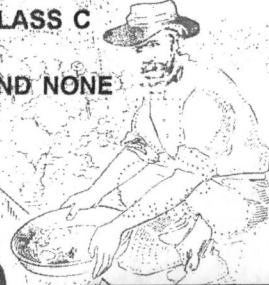
[REDACTED]

END NONE

LN JIMENEZ
FN DONALD VICTOR
[REDACTED] COLDWELL CT
LATHROP CA 95330

DOB

[REDACTED]



[REDACTED]

SEX

[REDACTED]

HAIR

[REDACTED]

EYES

[REDACTED]

HGT

[REDACTED]

WGT

[REDACTED]

D.B.A.

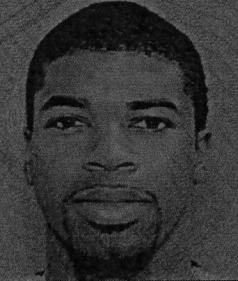
[REDACTED]

Texas USA

DRIVER LICENSE

Director: *Steven C. McCreary*

DRIVER LICENSE



4d. DL:

[REDACTED]

9. Class:

C

3. DOB:

[REDACTED]

4b. Exp:

[REDACTED]

4a. Iss:

[REDACTED]

1. USSERY

2. DANTHONY ROMERO MALIEKE

8. [REDACTED]

LITTLE ELM, TX 75068

12. Rest:

[REDACTED]

9a. End:

[REDACTED]

16. Hgt:

[REDACTED]

15. Sex:

[REDACTED]

18. Eyes:

[REDACTED]

5. DD:

[REDACTED]

[REDACTED]

Required Submittal Item #2

Cover Letter

March 3, 2022

City of Lathrop
City Attorney's Office
390 Towne Centre Drive
Lathrop, CA 95330

RE: Application for Medical/Retail Cannabis Dispensary with Delivery:
Zen Garden Wellness For location at 16925 S. Harlan Road #103

To Whom It May Concern;

We at Central California Greens, Inc. dba. Zen Garden Wellness appreciate this opportunity to submit our Application for a Retail Cannabis Dispensary to the City of Lathrop. It is our mission to provide our community with top-quality, tested, and where possible organic and sustainably grown cannabis and cannabis-based products to verified customers over the age of twenty-one (21) or qualified patients over the age of eighteen (18).

We are confident that our location and overall application meets or exceeds expectations and standards set by both the City of Lathrop and the State of California. For ease of reference, we have provided a Table of Contents delineating all the Review Criteria documents. We have made every effort to order the materials based on the Review Criteria Application while ensuring within such ordering a full and complete response to all requested items found in the City Ordinances and the overall Application Procedures.

This application represents a knowledgeable team of industry professionals, City of Lathrop residents, and business owners who are experienced in the operation of regulated commercial cannabis enterprises. As such, the application is not a theoretical discussion on potential best practices, but rather a description of real-world systems and processes that have been developed and put into place in retail cannabis stores operating in good standing in the greater Sacramento / San Joaquin area. With over a 10-year operating track record, and over a dozen cannabis stores opened under our leadership, The City of Lathrop can be assured this group of operators represents the experience, readiness, and knowledge needed to effectively service the City's retail cannabis clientele.

Our team places compliance with regulations and public/employee safety as a central tenant in our business operations. To that end we see documented policies, procedures, inventory controls, and strict corporate compliance and oversight as essential components of our functioning business model. We have provided a sampling of checklists, employee manuals, and standard operating procedures which have been developed to ensure consistency and transparency at every level of the organization. Product acquisition and distribution will be done in accordance with State regulations from licensed distributors, and producers with checks and balances at every stage in which product is handled. Strong executive oversight augments operational procedures to ensure corporate and legal compliance.

In addition to compliance, many of our team members are long-term residents of Lathrop, which you can be confident, will lead Zen Garden in a manner that is well-suited for our local residents and will represent and elevate Lathrop across the state. Our group is highly tuned into the needs of Youth & Seniors in the community, and have developed a robust community benefits program to support those groups, along with local residents of Lathrop through good paying jobs, local hiring, and stimulation of the local economy.

The members of our ownership team remain a resource to the City, and are available at any time to address questions or concerns as they relate to this application.

Respectfully submitted,

Donald Jiminez
Owner/Operator
Central California Greens, Inc.



Required Submittal Item #3

Business Plan



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A.2.4. Construction Budget and Schedule

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Exhibit 3 FLOOR AND SITE PLANS

Exhibit 4 Record Keeping Policy

A.1 Owners Experience

Corey Travis

Holding a B.S. in Business Administration, Mr. Travis has been involved in the *regulated* cannabis industry for the past 10 years. During that time, he has grown from running one small store in the City of Sacramento, to Director of Compliance and Operations for several high-volume retail and production-based companies across the State. Mr. Travis's substantial engagement in the industry during its early stages of development resulted in the formation of key relationships within the space, as well as with its regulators.

With his home base in Sacramento, CA, the birthplace of California's commercial cannabis industry, Mr. Travis was able to develop real world experience running retail cannabis stores as an early-stage licensee. That experience has since translated to Travis's implementation of industry best practices as multi-state awardee of licenses, both as a principal, and operator, many times over.

Mr. Travis has continued to maintain an active presence within the industry, and his community. As both an applicant and operator, Mr. Travis has been responsible for ensuring his businesses deliver on the commitments they make to their communities, their customers, and their business partners.

In order to maintain successful expansion within the evolving regulated cannabis industry, Mr. Travis has had to develop a keen understanding of the changing regulatory and compliance aspects of the business. Director of CannaLicensed Consultants, Travis evaluates local operating ordinances and trending changes in the State regulatory text to develop proper standard operating procedure manuals, and systems of best practice for cannabis licensees. Travis understands that compliance is a key component to maintaining proper licensure, and has a dedicated team who ensure product is safe, tested, and distributed in accordance with applicable regulations.

Mr. Travis is familiar with State Track and trace inventory systems and has written standard operating procedures (SOP)'s that place high priority on monitoring for non-diversion. He believes in strict oversight over the chain of custody, and ensures that businesses properly report their cannabis purchases and sales in accordance with State law.

With such a tremendous increase in the competitiveness and expense of entering the marketplace, it's more important than ever to distinguish paper thin applicants from business owners who can deliver tax revenue to their regulators and profit to their investors. Mr. Travis continues to remain intimately involved in a number of commercially successful cannabis businesses across several well-regulated jurisdictions to meet that standard of review.

In anticipation of pending regulatory changes, and broadened access to an increasing customer base, Mr. Travis believes it prudent to continue pursuit of the first mover advantage in new State



and Local markets, while developing the infrastructure, branding, and production sides of the industry. He believes a successful portfolio of cannabis interests include participation at multiple levels of the value chain.

The following sites were entitled by Mr. Travis as the applicant and/or operator, via public hearing, and remain in good standing with their respective governing authorities. His knowledge of proprietary business systems, community action, and public policy yielded successful results in an extremely competitive process.

- Two Rivers, Sacramento, CA *Opened 07/11*
- Green Solutions, Sacramento, CA *Opened 08/09*
- Green Door Metro, Sacramento, CA *Opened 02/15*
- Zen Garden Wellness, Sacramento, CA *Opened 04/15*
- Tahoe Hydroponics Company, Carson City, NV *Opened 07/15*
- Joy of Life Wellness Center, Palm Springs, CA *Opened 10/16*
- Zen Garden Wellness, Stockton, CA *Opened 08/18*



Anthony “Romeo” Ussery

Anthony Ussery is the co-founder and president of Alpha Zeta Logistix and Verve Last Mile , two full scale logistics firms that primarily operate in the San Francisco Bay Area . These firms have a combined workforce comprised of over 250 employees from various ethnicities and backgrounds. He has been featured as one of the 30 under 30 young African American entrepreneurs in the state of California for his work with growing successful logistics firms that employs many minorities.

He prides himself on a commitment of being a truly equal opportunity employer. The workforce he employs is the backbone and cornerstone of his business. In addition to the workforce he along with his Partner Donald Jimenez own \$8.6 million in assets including 127 vehicles in their fleet.



Before devoting his work full time to his firms, Anthony Ussery served as Regional Operations Manager for Synctruck , a national logistics firm. He lead a team of over 500 employees in the California region , operating at high levels across the board in Delivery Success , Employee Retention and Reliability.

Ussery is obsessed with leveling the playing. In 2020 he started on a journey helping other centered around the vision that small businesses should be able to thrive as much as big business. Since then he has invested time effort and resources in fourteen other entrepreneurs businesses that he has assisted in scaling to mid six figures. He has also donated and volunteered at many charitable organizations which align with his mission to directly impact the lives of his community including St. Jude Hospital, Silicon Valley Community Foundation, and About My Father's Business just to name a few.

In the future Anthony Ussery hopes to create two foundations of his own. One to help solve the California homelessness crisis by providing comprehensive assistance to those living in this condition to receive an education and provide housing. The other would provide grants to young business owners, looking to do start up businesses and requiring them to gain hands-on experience with veteran entrepreneurs.

Donald Jiminez

Donald Jimenez is a San Joaquin native; and a 1st generation college graduate from the University of California Davis. Before entrepreneurship, Jimenez began as a Project Manager for a start up in Silicon Valley Synctruck LLC. Soon turning this entity into a national logistics brand, with moving delivery vehicles in California, Texas, Utah, Reno, and New Jersey. Donald's strength was employee relations due to diversity connections, and maintaining retention.

Professionally, Donald Jimenez is chief officer of operations for two LLC's Alpha Zeta Logistix and Verve Last Mile. Both businesses cover ground between the Peninsula of San Francisco and East Bay territory's. His firms proudly deliver to on average of 17,500 customers daily across these communities. Only possible through maintaining a workforce of 250 employees on payroll. In addition to have 127 vehicles readily available for road departure. Donald's urban roots with entrepreneurial gifts have been instrumental to creating these entities that now produce 11M in annual revenue.

Aside from financial success, Jimenez's pure joy is in Lathrop as a home owner in the River islands community. This is where he has made the decision to raise his family composed of his wife and two daughters. Jimenez shares the vision for Lathrop as a thriving community full of development and good promise to its residents.



Ownership Team Involvement:

The Ownership team will maintain a hands on approach with the business, with all owners serving as managing partners of the business, handling day-to-day operations such as procurement of the menu, safety, marketing, operations, as well as the executive duties on the Board, guiding the Company. The owners are local, and live / work in Lathrop- this will ensure a productive partnership between the City and the Dispensary.

Compliance with Lathrop Municipal Code:

In order to ensure compliance with the Lathrop municipal code, the Company has hired a compliance officer to monitor any proposed changes to the code that may affect the business, as well as conduct audits to ensure ongoing operations remain in sync with the ordinance.

A.2 Finances

Zen Garden financial projections are conservatively based on first-hand knowledge of multiple current licensed commercial cannabis enterprises as well as published industry statistics regarding market share, consumer spending, and demographic trends across the State.

A.2.1. Proof of Capitalization

Zen Garden is well capitalized with a total of nearly \$1M in committed capital. The financial backing for Zen Garden will first come directly from the Company's owners. Ownership funds of \$450,000 are readily available to build-out the facility, make initial hires, develop a customer base and procure inventory. Additional private loans have been secured with a promissory note for up to and additional \$500,000 as needed. Given our sufficient cash reserves, we have the ability to cover additional costs as necessary given the uncertain nature of construction costs and timelines.

FOUNDING CAPITAL	Capital \$
Anthony Ussery	\$200,000
Corey Travis	\$250,000



SUBTOTAL	\$450,000
LOANS	
Zen Garden Wellness Corporate	\$500,000
GRAND TOTAL	\$950,000

NOTE: Documentary evidence for capitalization is attached.

A.2.2 Pro-Forma (5 Years)

Based on estimated costs of start-up, operating costs, and costs of goods sold, Zen Garden anticipates recouping its investment within three years of operation with a 3 YR net after tax profit of over \$1,500,000 and thereafter averaging \$1-\$2M per year by which it can then ramp up staff wages and benefit packages, and make more substantial contributions to the Community Benefits Programs outlined below.

Similar to other California adult-use cannabis dispensaries, we expect cost of goods sold for our retail and delivery business lines to be equal to approximately fifty eight percent (58%) of our respective gross revenues. Other costs of goods including supplies and materials, and vehicle fuel/maintenance charges will result in gross profit margins ranging from thirty-eight percent (38%) to forty-five percent (45%) through the first five (5) years.

	Projected Income Statement				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenue	3,166,620	6,333,240	9,499,860	11,874,825	13,656,049
COGS	1,868,306	3,736,612	5,604,917	7,006,147	8,057,069
Gross Profit	1,298,314	2,596,628	3,894,943	4,868,678	5,598,980
Lease Payment	84,000	86,520	89,116	91,789	94,543
Marketing	195,000	204,750	214,988	225,737	237,024
Insurance	21,600	24,840	43,840	43,840	43,840
Utilities	48,000	48,000	48,000	48,000	48,000
Supplies	30,000	189,997	284,996	356,245	409,681



Wages / Salaries	407,412	419,634	432,223	445,190	445,190
Payroll Withholding	36,667	36,667	36,667	36,667	36,667
Alarm/Internet	30,000	30,000	30,000	30,000	30,000
Security	262,800	262,800	262,800	262,800	262,800
Legal / Lobby	7,000	7,000	7,000	7,000	7,000
Operations	112,248	117,860	123,753	129,941	136,438
Permit (City/State)	101,000	101,000	101,000	101,000	101,000
Est. Local Taxes	158,331	316,662	316,662	316,662	316,662
EBITDA Net Profit / (Loss)	(37,413)	1,067,559	2,220,560	3,090,469	3,746,797
EBITDA %	-3470.2%	243.2%	175.4%	157.5%	149.4%

Statement of Cash Flows					
	Year 1	Year 2	Year 3	Year 4	Year 5
(360,000)					
(37,413)	1,067,559	2,220,560	3,090,469	3,746,797	
(397,413)	1,067,559	2,220,560	3,090,469	3,746,797	
(229,868)	(501,230)	(772,554)	(975,677)	(1,129,041)	
950,000	322,719	1,891,509	4,884,624	8,950,771	
322,719	1,891,509	4,884,624	8,950,771	13,826,608	

A.2.3 Operating Budget

Zen Garden’s initial funding resources will originate from capital contributions comprised of approximately **\$950,000** of cash from the owners & financiers. The **\$950,000** of cash will be allocated across the numerous costs outlined in charts below, which includes: (i) Real Estate Tenant Improvements for the store, (ii) two (2) delivery vehicles with lockbox systems, (iii) startup inventory, (iv) startup expenses until steady state of operations, (v) the first three (3) months of operating expenses, (vi) additional cash reserves.



A.2.4. Construction Schedule

The following Construction Budget and Schedule for our buildout have been provided by our General Contractor. The proposed site is within an existing building, and has the ability to be open within 6 months within issuance of an operating permit.

A.2.4.1 Construction Budget

We expect completion of the entire entitlement and rehabilitation of the new cannabis dispensary within 6 months. Due to the prime location of the dispensary, we do not expect the need for any ramp-up period during our initial months of operations.

Capital Expenditures		
POS Equipment	\$ 25,000	4.2%
Support Equipment	\$ -	0.0%
General Fit-Out Expenses	\$200,000	33.3%
Delivery Vehicle	\$ 55,000	
Office Furniture & Equip	\$ 15,000	2.5%
Incidentals / Pre-Launch Labor	\$ 15,000	2.5%
Soft Costs	\$ 20,000	3.3%
Contingency	\$ 30,000	5.0%
Working Capital	<u>\$240,000</u>	40.0%
Total Capital Expenditures	<u>\$600,000</u>	

A.2.4.2 Construction Schedule

Subsequent to full review of Zen Garden building plans and considering the City's permitting process, our General Contractor has provided us with the conservative timeline below. Because many of these activities will occur simultaneously, we anticipate operations commencing a total of 6 months from submission.



The construction timeline for the actual build-out is expected to take three to four months, which will be initiated as soon as permits are approved by the City. After discussions with local City general contractors, we are confident that, although aggressive, with the right planning this schedule of construction is manageable. In case of unforeseen delays, we are sufficiently capitalized with capital reserves to carry our operations for several additional months and longer with slight alterations to immediate plans.

A.3 Daily Operations

A.3.1 Statement of Operations

Central California Greens, Inc., a California C-Corporation, dba. (“Zen Garden”, “Applicant”, or “Company”), will establish and operate a Commercial Cannabis Storefront Retailer with Delivery that, will engage in delivery at 16925 S Harlan Road, Lathrop, CA 95330 (the “Facility”). At a high-level overview, Zen Garden will conduct the following activities as part of its cannabis dispensary operations:

- A. Procurement of finished, i.e. final form, cannabis and cannabis products (together referred to herein as “cannabis goods”) from licensed distributors with a focus on sourcing and featuring products cultivated and manufactured in Sacramento, San Joaquin, and/or nearby areas;
- B. Store and stage with proper security features finished cannabis goods prior to retail sale; and
- C. Offer a specifically curated menu of finished cannabis goods for retail sale to qualified patients over the age of eighteen (18), their primary caregivers, and customers over the age of twenty-one (21) (collectively, “Customers”) at the Facility by operating as a cannabis Retailer Storefront.
- D. Offer finished cannabis goods for retail sale to Customers via delivery vehicles by operating as a cannabis retail storefront with delivery operations.
- E. Adopt and implement Best Practices from the cannabis industry Standard Operating Procedures. (For an example, see (SOP) “Cash Handling Policy and Procedures” attached herein.)

A.3.2 Opening and Closing Procedures

I. Dispensary Daily Operating Schedule

On days in which the Dispensary is open for operations, staff will operate the Dispensary pursuant to the following daily regular schedule:

- A. Morning-shift personnel open the Facility for non-public operations at 7:00 a.m.
- B. From 7:00 a.m. to 8:00 a.m., morning-shift personnel stage cannabis goods for display and ultimate retail sale.
- C. Morning-shift Dispensary personnel open the Dispensary for public operations at 10:00 a.m.
- D. From 10:00 a.m. to 9:00 p.m., the Facility is open to the public and Customers may engage in the retail purchase of cannabis goods.
- E. Evening-shift Dispensary personnel close the Dispensary and customer delivery service for non-public operations at 9:00 p.m.
- F. From 9:00 p.m. to 10:00 p.m., evening-shift personnel finalize and log transactions from the day in accordance with the Applicant's record-keeping policies. A visual inspection is conducted for all cannabis remaining on display. If any discrepancies are found it will trigger an audit and if needed, a full inventory reconciliation.

II. Opening Procedures (Managers and Team Leads)

Activities in this section apply only to Managers and Team Leads. The opening procedures in this section begin no later than one (1) hour before store opening.

Guard service to be on site to pre-screen premises 30 minutes in advance of scheduled arrival time of opening manager to deter/prevent robberies at opening of business. Opening manager to drive perimeter of business looking for unusual circumstances and confirming presence and welfare of guard(s).

- A. Enter through the rear delivery entrance
 - Disable alarm. If found in disabled condition, retreat to position of safety and have guard clear interior of any hazards. Investigation into alarm failure is triggered.
 - Turn on lights
 - Put on ID badge.
 - Employees starting the shift can come in through either the front entrance or through the rear entrance (those who park in the back lot). Security will confirm employee identity and allow employees through lobby. Ordinance requires door to be secured at all times, even during business hours. Guard will buzz staff in, verify they are scheduled, and issue their employee ID from the staff ID safe in the reception area.

- Unlock front door just prior to opening.

B. Turn on the equipment at each POS register that is starting the shift:

- Tablet (screen).
- Scanner (wait for confirmatory beep)

IV. Opening (Budtenders, Security and Intake)

Activities in this section apply to the rest of the crew (not Managers and Team Leads).

- A. Enter through the front entrance.
- B. Put on ID badge provided by Security; badges will be stored in the Reception Safe where each night the manager places badges for the next day's scheduled staff.
- C. Pick up intercom headset, as applicable
- D. Pick up walkie talkie/radio. Radios to be carried by Security, on duty manager, retail shift leads, reception staff, and delivery drivers.

IV. Daily Inventory Staging for Sales Floor

A. Inventory Manager to open limited access Secured Product Storage area and move daily cannabis products to Internal Transfer Area

B. Budtenders to be assigned certain products from Internal Transfer Area to sales floor showcases and storage areas behind showcases to meet daily sales requirements

V. Opening: Cash Count

A. Manager retrieves cash drawers from vault and works with Budtenders in Internal Transfer Area to ensure each register has starting balance of \$263.00 that Budtender shall be responsible for during their shift.

B. Budtender counts cash total with Manager prior to taking to POS station/register.

VII. End of Day Closing: Last Shift (Budtenders Only)

- A. Budtenders organize their station and replenish bags and receipt papers. They shall also wipe clean the touch-screen monitors.
- B. As directed by the manager on duty, budtenders perform partial inventory reconciliation. See Section A: Business Plan, 5. Inventory Control Procedures.
- C. Return any equipment, badges, and intercom headsets to Security/Reception
- D. When done with all the tasks, budtenders may clock out and leave.
- E. Budtenders should normally leave through the front entrance of the store and are normally escorted by security (unless requested otherwise) for personal safety reasons. Security provides escort to the employee's vehicle.
- F. Team leads and managers stay behind to perform additional tasks as the budtenders disperse.

VIII. Closing: Inventory Count

Activities in this section apply to Budtenders, Team Leads, and Managers.

A. Hard Count (Budtenders, Team Leads)

Budtenders and Team Leads organize the inventory and do a hard count using a notepad.

B. Verification (Team Leads)

- A Team Lead takes the notepad with the count and reconciles it with the live inventory system (the inventory count is only accessible by the Team Leads and Managers).
- If there are discrepancies, the items still in the Secured Product Storage may also be counted.
- If there are still discrepancies between hard count and FLOWHUB inventory count, the Team Lead highlights the items and presents the findings to the Manager.

C. Verification (Manager)

- The manager takes the notepad with the count and reconciles it with the live inventory system (the inventory count is only accessible by the manager).
- The manager may choose to perform another hard re-count of the item.
- The manager can adjust actual count in live inventory.

IX. Closing: Closing Cash Drawers

A. The last budtender at a particular POS register logs out.

B. Manager: Turn off the register and print out daily receipt.

C. The receipt gives the receipt of totals for the entire drawer for the day.

D. Final register count confirmed by Manager and Budtender in Internal Transfer Area

E. Manager leaves \$250 in register drawer that is placed in the vault overnight to start next day. Amounts over \$250 are stored within a separate area of vault and scheduled for armored car cash pick up

F. Empty register left open overnight to show any potential criminal that no funds are available.

G. Write down the register number on the receipt.

H. Move to the next POS register and repeat steps.

XI. Closing: Total Count

A. Manager and respective budtender to re-count the money (using the currency scanner/counter) for all the drawers and compare the total from the currency counter to the actual Daily Total.

B. Get the batch ticket reflecting the total revenue for the entire day.

C. The cash for Daily Total is combined into a bag, and secured with a rubber band and placed into vault by Manager along with cash within cash drop safe from daily drops.

D. In FLOWHUB, indicate that the cash has been moved to the main vault, and indicate the day in Notes field. This sends information to accounting, indicating the revenue for the day.

E. The cash bag is transferred into the main vault.

XII. Closing: Ending Shift (Managers and Team Leads)

- A. Each manager and team lead complete the End of Day Checklist in FLOWHUB.
1. Login and select PM shift
 2. Do not mark “check” on items you did not personally perform (unless the manager verifies that he/she performed the task).
 3. End of Shift
 4. Reset till, print totals report receipt, and attach to end of shift report
 5. Inventory Check
 6. Verify nightly inventory count sheet. If there are any corrections, submit a new Inventory Count Sheet.
 7. Walkie-Talkies
 - a. Confirm that all walkie-talkies have been returned to the charging station.
 - b. Sign Off
 8. Verify & sign off on all daily procedures.
 9. Clock Out and ID Badges – clock out and turn in badge to Manager.
 10. Manager to review schedule for following day and place ID badges for scheduled staff in the Reception Safe for distribution by Security the following morning. All other badges to be stored in Manager’s office.
 11. Employees shall exit through rear delivery entrance while Security monitors doorways and Manager is the last to leave.

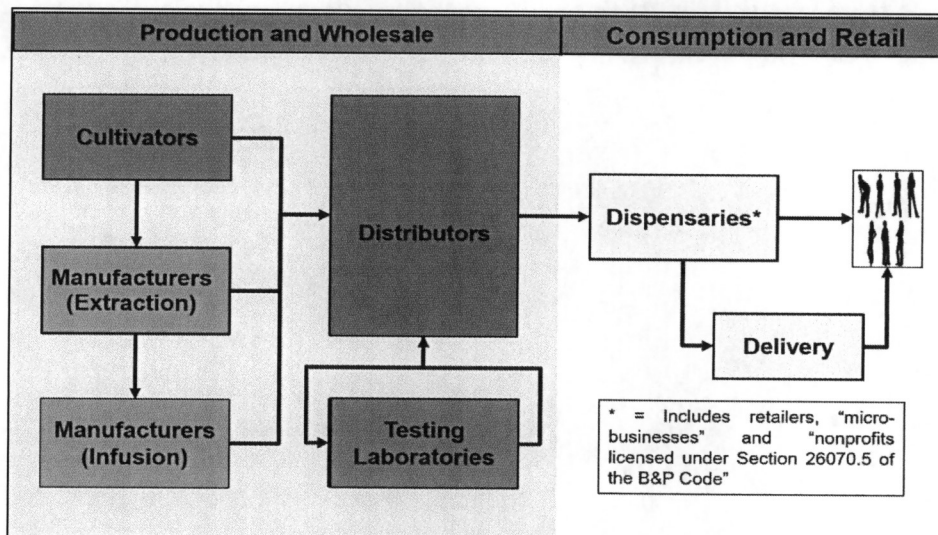
B. Manager to ensure all registers are open and empty, all limited access areas are closed and locked, night lights are turned on and security alarm activated. Lock doors.

A.3.3 The Applicant’s Position in the State’s Mandated Cannabis Supply Chain

As a cannabis storefront dispensary engaged in the retail sale of cannabis goods and cannabis accessories to Customers, Zen Garden represents the final link in the State of California’s (the “State”) mandated Commercial Cannabis Supply Chain. Pursuant then to the State Cannabis Law, Zen Garden **must** procure all finished cannabis goods at wholesale from licensed distributors, who have already (i) procured the cannabis goods from licensed cultivators and manufacturers; (ii) arranged for the finished cannabis goods to receive a Certificate of Analysis (“COA”) from a testing laboratory that the finished cannabis goods have passed the testing requirements pursuant to the State Cannabis Law; and (iii) performed quality assurance inspections on the finished cannabis goods. Zen Garden, therefore, will confirm a Distributor’s valid license number and associated shipping manifest with an approved / passed COA prior to accepting products as discussed in the Inventory Control Procedures in Section 5 of this Business Plan.

In furtherance of this, Zen Garden has already obtained written commitments from Licensed Distributors, who are willing to supply product to the retailer for operations. Terp Wholesale, LLC in Sacramento California, is one of these such distributors who is already engaged in supplying San Joaquin County dispensaries.

The State’s Mandated Cannabis Supply Chain





A.3.4 Best Practices / Standard Operating Procedures

Zen Garden shall adopt operational best practices in the form of Standard Operating Procedures across the totality of their operating activities. These industry-standard SOPs include, but are not limited to: Shipping, Receiving and Material Handling, Inventory Control, Destruction of Product, Handling of Damaged Product, Sanitation and Maintenance, Complaint Management, Employee Health and Hygiene, and Equipment Management.

(Please see Sample SOP: Cash Management and Handling)

A.3.4.1 Facility Requirements

The Facility shall be constructed and maintained in a manner that ensures public and employee safety, and encourages sustainability as discussed in the Safety and Security Plans in **Sections C and D**.

Designated Employee Areas

No person may store clothing or other personal effects in any area used for the storage, or preparation for sale, of cannabis goods. Areas designated for employees to eat or drink (*e.g.*, break rooms or conference rooms) shall be located so that cannabis goods are protected from contamination.

Restrooms

There shall be employee restrooms with toilets in the Facility. The number of toilets and ADA accessible facilities provided are in accordance with local building ordinances. Restrooms shall be separated from other portions of the Facility by well-fitted, self-closing doors that prevent passage of insects, dust, or odors. Restrooms shall be vented to the outside air by means of an open-able screened window, an airshaft, or a light switch-activated exhaust fan, consistent with the requirements of local building codes. As a progressive company, Zen Garden will consider and designate the restrooms as gender-neutral. All restrooms shall remain locked and under control of Company management.

Facility Equipment Requirements

All utensils, display cases, windows, counters, shelves, tables, refrigeration units, and other equipment or utensils used in the preparation of delivery, sale, and display of cannabis shall be made of nontoxic, corrosion-resistant, nonabsorbent



materials, and shall be constructed, installed, and maintained to be easily cleaned.

Cannabis Storage

Zen Garden shall store all cannabis in areas of the Facility that are (i) completely enclosed and designed to permit control of temperature and humidity and prevent the entry of environmental contaminants such as smoke and dust (ii) within refrigerated safes or vaults where necessary that are bolted to the floor or structure of the Facility and (iii) are only accessible by authorized personnel through key card, biometric or other similar limited access mechanism.

Facility Security Requirements

The Applicant shall implement security measures reasonably designed to prevent unauthorized entrance into areas containing cannabis goods and theft of cannabis goods from the Facility. Zen Garden's security measures are contained in the Security Plan found in Section D. Please note our use of a contact-free screening lobby protecting staff from those as yet unidentified, a triple layer access control model to access retail, coupled with a door redundant, triple door exit path as referenced in greater detail in the Security Plan.

Security During Hours of Operation

Unless otherwise required by the State Cannabis Law or the City Cannabis Law, the Facility shall be open to the **public between the hours of 8:00 a.m. and 9:00 p.m.** Monday through Sunday. There will be **no** deliveries of cannabis goods to customers outside of this time frame. Further, any deliveries to residential properties within 600 feet of a public or private K-12 school shall not occur during school hours (8:00 am and 3:00 pm Monday-Friday). As confirmed with City staff, the Applicant *may* hold **non-public** Facility hours for activities such as opening and closing the Facility, employee training, and accepting distributor shipments of goods during non-public hours except that **no shipments of cannabis goods** shall be accepted *before* 6:00 a.m. or *after* 10:00 p.m., pursuant to BCC Regulations § 5422(c).

Any time the Facility is not open for operations the Applicant shall ensure the following:

- A. The Facility shall be securely locked with commercial-grade, non-residential door locks.
- B. The Facility's alarm system shall be active at all times.



C. All cannabis goods shall be stored in a locked safe, vault, secure product storage room, or secure display.

D. Only authorized employees and contractors escorted by an authorized employee shall be allowed to enter the Facility.

Storefront Dispensary

Zen Garden shall prevent unauthorized entrance into the Facility and, in particular, the dispensary Sales Floor and theft or misuse of cannabis goods through the following Facility requirements:

Customer Waiting Area

The Applicant shall post a sign at the Customer waiting area, which states that smoking, vaping, ingesting, or otherwise consuming cannabis in the Facility or in the areas adjacent to the Facility is strictly prohibited. No person will be admitted to the retail area without first verifying through examination of a government-issued identification card that he or she is at least the minimum age under state law to enter the premises as Adult Use or Medical patient, as applicable. The waiting area will be physically separated from the retail area by a wall as illustrated on the Floor Plan. Absolutely **NO** cannabis goods will be accessible to Customers in the waiting area.

Access to the Dispensary Retail Sales Area

Zen Garden shall ensure that the entrances into the dispensary Sales Floor Area are always secured with entry strictly controlled by on-site security.

At least one (1) employee will always be physically present in the retail area when any non- employee is in the retail area. Within the retail area, the number of non-employees will not exceed twice the number of employees at any time.

Daily Sales Limits

A. In accordance with State Law, the Company shall not sell more than 28.5 grams of non-concentrated cannabis flower in a single day to a single adult-use customer. Furthermore, the Applicant shall not sell more than 8 grams of concentrated cannabis, as defined by B&P Code section 26001, including concentrated cannabis contained in cannabis goods to same.



B. Notwithstanding the above, if a qualified patient or primary caregiver has a physician’s recommendation pursuant to the State Cannabis Law that 28.5 grams of non-concentrated cannabis or 8 grams of concentrated cannabis do not meet the qualified patient’s current medicinal needs, the qualified patient or primary caregiver may purchase an amount of cannabis consistent with the qualified patient’s needs as recommended by a physician.

A.3.4.2 Nuisance Mitigation & Consumer Protection

1. Zen Garden shall implement and enforce the following operational requirements to prevent the Facility from becoming a public nuisance and to protect the well-being of its customers and staff:

A. Prominently display a copy of its City-issued cannabis dispensary CUP, Commercial Cannabis Permits, and State-Issued BCC Type 10 Retailer permit in a conspicuous location visible and accessible to members of the public.

B. Have uniformed BSIS security officers present to serve as a visible deterrent to any criminal activity or nuisances, including ensuring no loitering occurs on or adjacent to the Facility premises.

C. At no time shall any of the following items be allowed at the Facility: (i) *any* controlled substance, other than cannabis; (ii) *any* paraphernalia used for the ingestion of any type of controlled substance, including cannabis (except for cannabis accessories for incidental retail sale to Customers); (iii) alcoholic beverages; or (iv) firearms, except in strict compliance with federal, State, and County laws and regulations.

D. Shall not sell alcoholic beverages or tobacco.

E. Shall prohibit smoking, vaporization, ingestion, or consumption of alcohol, tobacco, or cannabis in any form at the Dispensary or the surrounding area.

F. Shall not have an on-site physician for the purpose of evaluating patients for issuance of a medicinal cannabis recommendation or identification card nor shall Zen Garden give or offer to give any form of remuneration to a physician if the physician or his or her immediate family have a “financial interest” (as that term is defined in Section 650.01 of the B&P Code) in the dispensary.



G. Shall not distribute any form of advertising for physician recommendations for medicinal cannabis unless the advertisement bears the notice to consumers contained in Section 2525.5 of the B&P Code.

H. Shall not allow any individual under the age of eighteen (18) in the Dispensary.

I. Shall not hire or employ any person under twenty-one (21) years of age at the Dispensary.

J. Shall ensure litter removal services as needed in front of the Facility and, if necessary, on public sidewalks within one hundred (100) feet of the Facility.

K. Shall ensure that all areas recorded by the digital video surveillance system shall at all times have adequate lighting to allow the surveillance cameras to effectively record the identity of individuals and suspicious activities.

L. Shall prohibit loitering on the premises and adjacent public areas and post signage as well as use roving security to enforce the prohibition.

A.3.5 Customer Check-in Procedures

Zen Garden shall operate the Storefront Dispensary, in particular the Sales Floor Area, pursuant to the following requirements and procedures.

Zen Garden shall only allow individuals into the secure Sales Floor Area for the purpose of purchasing cannabis goods after a Company staff member has identified the individual as being over the age of twenty-one (21), a qualified patient over the age of eighteen (18), or a primary caregiver by verifying that the individual has the following:

A. A valid (i) physician recommendation to use cannabis goods for medicinal purposes pursuant to the State Cannabis Law or (ii) medicinal marijuana identification card issued by a County Health Department.

B. A valid proof of identification and age; acceptable forms of identification include the following:



1. A document issued by a federal, state, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, height, gender, and photo of the person.
2. A valid identification card issued to a member of the Armed Forces that includes a date of birth and a photo of the person.
3. A valid passport or passport card issued by the United States or by a foreign government.

C. In the case of a primary caregiver, valid written documentation containing the signature and the printed name of the qualified patient designating the individual as a primary caregiver for the particular qualified patient.

Per City Ordinance 5.42.310, the same identification verification must also be shown again at the point of sale station at the time of purchase.

A.3.6 Receiving of Cannabis Deliveries

All cannabis product deliveries shall be received via the secure access notated on the Floor Plan.

NOTE: Please see the secure/indoor loading system described in greater detail in Section C: Security Plan.

- A. Prior to transporting finished cannabis goods to Facility, the licensed distributor shall complete an electronic shipping manifest, which shall contain the following information:
 1. Zen Garden name and license number.
 2. The distributor's name and license number.
 3. The names of authorized transport vehicle drivers and driver's license number.
 4. A list of all of the finished goods, including a description of the quantity transported and any discounts applied.
 5. All unique identifiers associated with the cannabis goods.
 6. The time and location of departure.
 7. The time and location of expected arrival.
 8. The make, model, and license plate number of the transport vehicle.
 9. Any other information required elsewhere by the State or City Cannabis Laws.



10. Such records shall be maintained for a minimum of seven (7) years and shall be made available by Company to the agents or employees of City upon request, with the exception of HIPPA protected records.

B. During transportation, a licensed distributor shall maintain a physical copy of the shipping manifest and make it available upon request to any law enforcement officers.

C. Prior to receiving the cannabis goods from and during transportation by a licensed distributor, Company will maintain each electronic shipping manifest and will make it available upon request to any law enforcement officers.

D. Upon receipt of a shipment of cannabis goods from a licensed distributor, Company shall create a record verifying receipt of the shipment and the details of the shipment.

E. Upon accepting a shipment of cannabis, Company shall immediately place the products in a secured and locked room/display case, safe, or vault in a manner as to prevent diversion, theft, and loss.

F. To ensure the health and safety of our Customers, all inventory intake staff shall be trained to only intake cannabis goods with compliant packaging and labeling.

G. Pursuant to the State and City Cannabis Laws, the Applicant shall only offer finished cannabis goods that were cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with State and local regulations. As a result, the Applicant shall only purchase finished cannabis goods from a licensed distributor, transporting finished cannabis goods in compliance with State and local regulations.

A.3.7 Point-of-sale System and Inventory Control (FLOWHUB)

Zen Garden shall utilize a point of sale and inventory tracking information technology system (the "track and trace system") that will provide technical infrastructure for the entire dispensary operations. We will utilize **FLOWHUB**: Cannabis Inventory Control and Track & Trace Technology System, with 8 POS registers in the secure sales area. Please see the Inventory Control Procedures in Section 5 of this Business Plan for more information regarding track & trace - FLOWHUB.



Zen Garden’s process and procedures for the handling and accounting of cash are encompassed within the use of FLOWHUB software system’s fully integrated supply chain management “seed-to- sale” software system with enterprise resource planning, complete inventory tracking, point-of-sale, marketing, financial reporting, and regulatory compliance features.

A.3.7.1 Track and Trace System Integration

Zen Garden’s process and procedures for the handling and accounting of cash are encompassed within the FLOWHUB software system’s management “seed-to-sale software system with enterprise resource planning, complete inventory tracking, point-of-sale, marketing, financial reporting and regulatory compliance features.”

A.3.7.2 Cash Management and Handling Policies

Cash is not to be accepted or disbursed by employees unless that employee has been authorized by the Facility’s general manager, (“Manager”) to handle cash for a specified purpose. When an employee receives cash, it is to be deposited promptly into the appropriate authorized cash register. Any employee that handles cash is responsible for that cash. Retention of cash received from outside sources for use as petty cash or for making change is prohibited. Use of cash funds or cash receipts for cashing checks is prohibited. Our cash handling policy is more specifically detailed in our security plan (**Section 5**).

A.3.8 Number of Customers per Day

Following is our projected customer volume over the course of a 13-hour day, with opening at 8am and closing at 9pm. The bulk of customer activity tends to fall at the end of the day –from 6pm to 9pm. There is also a predictable “bump” upon opening – from a specific market segment – and again around the lunch hour (on weekdays). Using an average of 270 transactions per day, we expect a typical weekday traffic pattern to approximate the below:

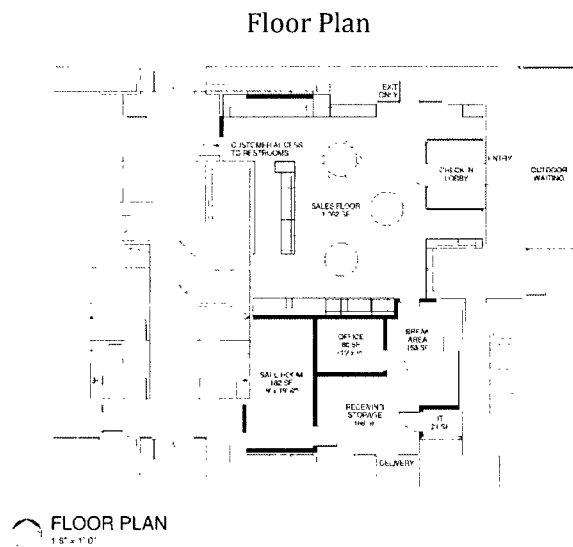
8am – 9am	20 Customers
9am – 10am	10 Customers
10am – 11am	10 Customers
11am – 12pm	15 Customers
12pm – 1pm	25 Customers
1pm – 2pm	20 Customers
2pm – 3pm	15 Customers
3pm – 4pm	15 Customers

5pm – 6pm	15 Customers
6pm – 7pm	35 Customers
7pm – 8pm	35 Customers
8pm – 9pm	30 Customers

It should be noted that patterns and trends of customer volume are easily affected by either location or time of year. For example, the proximity of a large employer or a larger retail operation often results in a more pronounced increase over the lunch hour.

A.3.9 Sales Floor Area Operations

A.3.8.1 Storefront Dispensary Operational Facility Layout



A.3.9.2 Retail Staging and Display

A. Zen Garden shall designate storage and staging areas with controlled access behind the points of sale, which shall be locked up when not in active use and under surveillance, and will be restocked as needed. As product is moved from the storage area to the sales area, the inventory transfer shall be reflected in the track and trace system. Only the amount of inventory required for the day's operations will be brought into the retail area each day.

At business opening, the average daily sales inventory of the most common products (as evidenced by the preceding month's receipts) will be staged in locking cabinets behind/beneath retail counters. As the day progresses, retail room inventory will wane, reducing the risk:reward ratio of a potential bad actor. Also as the afternoon and evening progresses, the pass-thru system will be increasingly used to fulfill

retail customer orders. After business hours, remaining floor stock will be loaded into rolling, welded wire, locking metal carts and rolled into the secure product room for overnight storage.

B. During retail staging and replenishment, Company staff shall verify that the cannabis goods have not exceeded their expiration or sell-by date if one is provided.

C. Zen Garden shall not sell, permit to be sold, offer for sale, or display for sale any cannabis good by means of self-service display, vending machine, rack, pass-through, or counter-top within reach of Customers. All cannabis goods will be offered for sale only by means of employee assistance.

D. Display cannabis goods may be removed from their packaging and placed in containers to allow for customer inspection. Employees shall destroy display cannabis goods by rendering useless in accordance with the BCC regulations once no longer used for display. Cannabis goods used for display and removed from packaging shall **NOT** be sold or in any way transferred to Customers.

E. An employee authorized by Company to handle cannabis goods shall be physically present on the Sales Floor Area at all times when Customers are present. A Manager shall be on duty during all hours of operation.

A.3.10 Proposed Product Line & Percentage of Sales

Zen Garden will initially offer a product line based on both our personal direct experience in operating a medical cannabis delivery enterprise, and on our ongoing research of the California market.

Specific product types will range from flower, pre-rolls, edibles, tinctures, concentrates, topicals and extracts. We anticipate that the percentage of sales of flower will make up 36% of our sales and manufactured products will make up 64% of our sales.

We will only stock products that meet all relevant laws and directives. Products that are sold in similar operations in CA include:



Over the course of our past experience in the cannabis market, we have established relationships with licensed supply chain operators with strong reputations for providing safe products and we intend to re-initiate contracts with them, as well as newly emerged distributors, once we have been licensed.

A.3.11 Delivery

A.3.11.1 Delivery Vehicle Safety Requirements

Company's delivery vehicle ("Vehicle") shall be an environmentally friendly hybrid vehicle owned by the Applicant and insured at or above the legal requirement for the State and capable of securing (locking) cannabis goods during delivery. The Vehicle shall be outfitted with a dedicated Global Positioning System ("GPS") device and interior cameras as described below. The Vehicle will not display advertising or symbols visible from the exterior of the Vehicle that suggest the driver or Vehicle is used for the delivery of cannabis. This will also provide safety and discretion to Customers by being inconspicuous when performing deliveries.

Zen Garden shall provide to City and maintain an accurate database of the Vehicle, which includes the following information: Vehicle's make, model, color, VIN, and license plate number. Additionally, Company shall maintain proof of ownership or lease of the Vehicle and proof of insurance as required by Section 5.42.220.B2 of City Cannabis Laws. Company will update the City within thirty (30) days of any changes to the above information related to any Vehicle.

All cannabis goods shall be stored in the trunk of the Vehicle or within a fully enclosed cage that will be built in and bolted into the rear storage cab during delivery operations for security and to keep cannabis goods from being visible to the public. **No** portion of the enclosed cage shall be comprised of any part of the body of the Vehicle. Delivery employees shall store all cash while in active delivery mode in a safe mounted and bolted to the Vehicle with access through a four to six (4-6) digit keypad. The safe will be enclosed within the cage where cannabis goods are stored. All cash collected while out on deliveries will be put directly into the safe.

The Vehicle shall also be capable of being temperature controlled if perishable cannabis goods are being transported.

The Vehicle will be equipped with a vehicle alarm system that will be active anytime the Vehicle is unoccupied or if an employee is assembling an order in the back of the vehicle to maximize safety and security of personnel, cash, and inventory. The Vehicle will have Slicklocks, if compatible, installed on doors where cannabis goods are stored for added security. The Vehicle shall be equipped with SecuriLock Passive Anti-Theft System (PATs) and/or a Lo-Jack-like system to prevent the vehicle from being stolen.

A.3.11.2 Delivery Drivers Safety and Security Requirements

- A. Delivery drivers **shall not** consume, or be under the influence of, cannabis, controlled substances, drugs, or alcoholic beverages while operating a Vehicle. Delivery drivers shall be at least twenty-one (21) years of age and have and maintain clean driving records without any material citations.

- B. The delivery Vehicle drivers shall ensure that cannabis goods are not visible to the public from the exterior of the Vehicle. The delivery drivers will be outfitted with nondescript shirts that have no visible symbols that suggest the driver is delivering cannabis goods so as to not draw attention to the product or cash being exchanged.
- C. In addition to internal training, delivery drivers will be required to obtain a guard class card and complete transportation security training through a licensed security training center guard card class prior to engaging in deliveries on behalf of Zen Garden. This will allow the drivers to protect themselves while out on deliveries and to be better aware of their surroundings. Delivery drivers will carry cannabis goods in non-descriptive odor-proof backpacks that will be sealed until they have verified the Customer's identification. Once the Customer has been verified the driver will open the bag and deliver the package that meets all State required exit packaging standards.
- D. Delivery drivers will not deviate from the delivery path, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable. In the case of dynamic delivery, drivers may deviate from their path when an order is received as long as it is within a thirty (30) minute interval. Delivery drivers will only deliver cannabis goods to a verified physical residential address in the City not owned by a public entity and will under no circumstances leave the State of to complete a delivery or delivery attempt. Deliveries shall only occur between the hours of 8:00 am and 9:00 pm PST unless the residential property is located within six hundred (600) feet of a public or private K-12 school, in which case deliveries will not take place until after 3:00 pm if it is a weekday.
- E. All delivery employees, during deliveries, will carry a copy of the retailer's current local and State license/permit, the employee's government-issued identification, a copy of each delivery invoice, chain of custody records, and their Zen Garden-issued identification badge. The identification badge will include the following information: (a) Company's name; (b) Company's logo; (c) Company's license number; (d) full name of the employee; (e) their individualized ID number; and (e) a color photograph that clearly depicts the employee's face and is at least 1 inch in width and 1.5 inches in height. The badge will not be displayed when the driver is outside of the vehicle.
- F. Each driver will leave the Facility with a limited amount of cash in assorted small bills solely to allow for making change. Customers will be requested to provide exact change for payment. When the delivery driver is outside of the vehicle making the delivery, they will only have the money for making change and the single delivery order with them at any time.
- G. Zen Garden understands that sometimes no matter how many safety and security measures are taken that theft and robbery can still occur. In the



event a delivery driver is held up with a deadly weapon we advise them to not try to forcefully engage with the perpetrator and simply allow them to take whatever they are after. As soon as the perpetrator leaves, we advise our drivers to immediately call 911 and report the incident to the local authorities.

A.3.113 Cannabis Payload Limitations

During deliveries, drivers **shall not** carry a total of more than five thousand dollars **(\$5,000.00)** in finished cannabis goods as determined using the retail price of all finished cannabis goods carried by the driver and delivery vehicle. The delivery vehicle's payload of finished cannabis goods for which a delivery order was not received and processed prior to the delivery employee departing from the Facility **may not** exceed three thousand dollars **(\$3,000.00)**.

A.3.11.4 Patient and Customer Safety

Zen Garden shall take the necessary steps to not only ensure that the drivers are safe, but also the Customers we will be serving. We will take the following measures to protect our Customers:

Once the Customer has been verified and their order confirmed, they will be sent a confirmation via text, phone, or email with the following information:

- A. The estimated time of arrival;
- B. The full name of the delivery driver dropping off the cannabis products;
- C. A direct contact number for the delivery driver dropping off the cannabis products.

Upon the delivery driver's arrival at the physical address, they shall text or call the Customer letting them know they have arrived.

A.3.11.5 Customer and Patient Validation Procedures

Zen Garden will use the same validation procedures as described in section A.3.1 Customer Intake and Validation (above) prior to confirming a delivery. This verification process for delivery is done through the track and trace system, FLOWHUB, in which the Customer uploads a photo of their ID directly to the system via the app or website. The Customer can also send a photo via text. This will allow the Company to verify the Customer's identity and age. If the Customer is not able to send a photo, the delivery driver must verify identification upon arrival to the delivery location. In the case of delivering to a medical patient, they must present their doctor's recommendation upon their first delivery. The Company shall maintain a copy of the physician's recommendation or patient's medical card, as described in Health and Safety Code Section 11362.71 through 11362.77, for a period of seven (7) years. Only when the Customer is verified will the driver open the bag and deliver the package that meets all state-required exit packaging standards. In the case of a primary caregiver, valid written confirmation will also need to be uploaded to the FLOWHUB system as well as be presented upon the delivery

driver's arrival.

The verification details shall be stored in the FLOWHUB track and trace system for future use and for access by the delivery drivers on Company issued tablets connected to the FLOWHUB secured system.

A.3.11.6 Tracking and Maintaining Communication with Delivery Drivers

The delivery vehicle shall be outfitted with a dedicated GPS device for identifying the real-time geographic location of the delivery vehicle. The GPS will be permanently affixed to the delivery vehicle and will remain active and inside the delivery vehicle at all times. The Facility Management or Security will monitor the GPS system to ensure the delivery driver is not diverting from their route and only stopping at verified addresses.

The delivery vehicle will be outfitted with cameras to record the interior of the vehicle. One camera will be affixed in the driver's cabin and the other in the back of the vehicle. The delivery vehicle cameras will be monitored by security staff at the dispensary.

The Applicant shall utilize the industry's leading seed to sale point of sales technology platform, FLOWHUB, that integrates with METRC and the vehicle's GPS system to track, record, and store the following information:

- A. The time that the driver and vehicle departed the Facility;
- B. The time that the driver and vehicle completed a delivery to the Customer;
- C. The time that the driver and vehicle returned to the Facility;
- D. The route the driver and vehicle traveled between departing and returning to the Facility;
- E. For each individual delivery transaction:
 - The identity of the driver, delivery vehicle, identity of the Customer, and their total purchase history to ensure daily limits are preserved;
 - The type and quantity of cannabis goods purchased and sold;
 - The dollar amount charged and received by the driver for the cannabis goods purchased.

Zen Garden will also keep track of the driver by using the FLOWHUB software to see the exact time deliveries have been fulfilled and dropped off to Customers.

Additionally, the delivery driver shall maintain a log including all stops made from the time the vehicle leaves the Facility to the time of return back to the Facility and the reason for each stop. This log shall be turned into the Delivery Manager upon return and kept in accordance with Company record-keeping policies.



A.3.11.7 Verifying Deliveries and Providing Accurate Manifest for Audit Purposes

Zen Garden employees shall compile and pre-assemble orders at the Facility for the purpose of placing delivery vehicles and drivers on delivery routes that maximize the number of transactions that the driver can complete on a particular route or set of routes. Under this model, delivery vehicles shall not leave the Facility unless there is a scheduled order to be fulfilled.

Before leaving the Facility, the delivery driver shall have a delivery inventory ledger of all finished cannabis goods provided to the delivery driver. The delivery inventory ledger shall include the following pieces of information for each cannabis product:

- type of cannabis good;
- the brand of the cannabis good;
- the retail value of the cannabis goods;
- the track and trace identifier - UID; and
- the weight, volume or other accurate measure of the cannabis goods.

All orders received and processed by the Applicant prior to the delivery driver's departure from the Facility will be clearly identified on the inventory ledger. After each delivery, the ledger will be updated through FLOWHUB to reflect the current inventory in possession of the delivery driver.

Upon returning to the Facility, all undelivered cannabis goods shall be returned to inventory by the Inventory Manager and any track-and-trace records that were not able to be electronically recorded shall be updated by the end of the day.

The Applicant shall always maintain a physical copy of the delivery request in the vehicle, and the driver shall make it available to agents or employees of the City upon request. The driver shall provide written or electronic documentation of the delivery transaction to the Customer upon completion of the sale and purchase of finished cannabis goods. The delivery request/invoice will include the following information:

1. Zen Garden's name, license number and Facility address;
2. the first name and employee number of the delivery driver who delivered the order and the employee who prepared the order;
3. the first name and uniquely identified number of the Customer who requested the delivery;
4. the date and time the delivery request was made;
5. the delivery address;
6. a list of all finished cannabis goods requested for delivery including:
 - a. weight
 - b. volume, or



- c. any other accurate measure.
7. the total amount paid for the delivery, including
 - a. any taxes or fees,
 - b. the cost of the finished cannabis goods, and
 - c. any other delivery charges;
8. upon delivery, the handwritten or electronic signature of the customer who received the delivery; and
9. upon delivery, the date and time the delivery was made;

Each delivery will also contain required educational hand-out materials via a link to Zen Garden website. These materials will provide information regarding the name and type of product purchased, instructions for use, and expected effects. Additionally, information regarding edible cannabis products and cannabis concentrate products will include safe storage and use and warnings against child access and exposure, of potential side effects concerning brain development of individuals under the age of twenty-five (25) years, and of potential harm to pregnant women. Further, Company shall notify all Customers in writing, likely in the form of a receipt of the following:

1. "The sale or diversion of cannabis or cannabis products without a permit issued by the City of Lathrop is a violation of State law and Lathrop Municipal Code."
2. "Secondary sale, barter, or distribution of cannabis or cannabis products purchased from a permittee is a crime and can lead to arrest."
3. "Warning: the use of cannabis or cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery."
4. "CALIFORNIA PROP. 65 WARNING: Smoke of cannabis and cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer."

A.4 Conformance with Local and State Laws

Zen Garden commits to operate, in all ways necessary and possible, in full conformance with current local and state laws, and to maintain compliance over time as and if either source modifies its requirements.

A.4.1 Compliance and Legal Team

Compliance in the cannabis arena is both transactional and via statute. Zen Garden has engaged Jennifer McGrath as our Legal Counsel and CannaLicensed Consultants will serve as our compliance and operations expert. CannaLicensed Director, Corey Travis has had hands-on managerial experience for multiple commercial cannabis retail shops, in Sacramento, Stockton, Palm Springs, and several other jurisdictions. He oversaw the transition from locally regulated to state-regulated compliance operations in the wake of Proposition 64.

A.4.2 Industry Best Practices for Retailer

Zen Garden will fully comply with Applicable Law, specifically, but not limited to Lathrop Municipal Code LMC 5.26.090 and 5.26.100 as well as State Cannabis Laws, any restrictions imposed by the City of Lathrop, Planning Commission, Council, or other governmental agency with purview over the operation, and ensure those conditions are strictly followed by all managers, employees, and agents:

- A. We will diligently pursue, obtain and maintain all required City licenses, including Cannabis Business Permit, Conditional Use Permit, along with all requisite State licenses, State seller's permit, local building permits, and other applicable permits and approvals. Zen Garden shall not alter the size of our premises without an approved amendment to our Cannabis Business Permit.
- B. Zen Garden Owners and managers shall only hire employees that are at least twenty-one (21) years old.
- C. Zen Garden shall sell from its Retail Dispensary, Adult and Medical-Use Cannabis or Cannabis Products (hereinafter referred to collectively as 'cannabis products') only to customers that are verified with a government-issued ID to be at least twenty-one (21) years old or to qualified patients at least eighteen (18) years old with a verified governmental-issued ID and required doctor's recommendation and/or County-issued Medical Marijuana Identification Card ("MMID") in compliance with Health and Safety Code 11362.71. Zen Garden shall not allow physicians on-site to evaluate patients or provide medicinal cannabis recommendations. We shall post signage at the door barring entry to any persons under the age of eighteen (18) years old unless they are a qualified patient and accompanied by a parent or legal guardian. No person under the age of twenty-one (21) shall be allowed on the premises unless they are a qualified patient.
- D. Zen Garden will at all times, during regular business hours of 8:00 am to 9:00 pm, Sunday through Saturday (or as further restricted by the City's Planning



Commission), conspicuously display our (i) Cannabis Business Permits and (ii) Cannabis Public Safety License so they may be seen by all entering the premises.

E. Zen Garden will not hold or maintain a license from the State Alcoholic Beverage Control or operate a business on Retailer premises that sells alcoholic beverages, or that otherwise allows the possession, distribution, or consumption of alcoholic beverages, nor shall Applicant be a retailer of tobacco products.

F. Further, Zen Garden shall conduct Deliveries, as more particularly described in the Delivery Section herein.

G. Zen Garden shall operate at all times in compliance with the City's and State's Cannabis Laws and regulations, including, but not limited to specifically not selling: (i) more than 28.5 grams or one (1) ounce of non-concentrated cannabis in a single day to a single customer; (ii) more than eight (8) grams or eight thousand (8,000) milligrams of cannabis concentrate, including cannabis concentrate contained in cannabis products, in a single day to a single customer; (iii) more than six (6) immature cannabis plants in a single day to a single customer; (iv) edible cannabis products containing more than ten (10) milligrams of THC per serving; (v) edible cannabis products containing more than one-hundred (100) milligrams of THC per package or (vi) cannabis products that are in the shape of a human being, either realistic or caricature, animal, insect or fruit. All cannabis shall be only sold as pre-packaged consumer products, in a uniform amount per package, shall be placed in a child resistant exit packaging and Zen Garden shall make available for sale or provide information on how to obtain lock bags for more securely protecting cannabis from unintended third parties. Further, Zen Garden shall only have readily available for sale in our sales area only that quantity of cannabis products reasonably expected to meet daily demand. Additional cannabis products shall be stored in our secured and locked inventory storage area which customers, vendors, and visitors shall not be able to access.

H. Zen Garden also shall refrain from providing free cannabis products to any Person, specifically including any 'buy one, get one free' promotions and refrain from the illegal redistribution or sale of cannabis products obtained, or the use or distribution of cannabis products which in any manner which violates City or State Cannabis Laws.

I. Zen Garden will at all times ensure proper odor control procedures are in place to ensure odors are not detected outside of the retail location by use of a carbon filtration HVAC system, double-doors and other methods as required to ensure odor compliance.

J. Zen Garden will at all times fully comply with our Security Plan as provided in Section D of this Application and implemented by our Security Advisor, Matt Carroll of Carroll Security. As part of our Security Plan, Zen Garden shall have uniformed and BSIS-licensed security personnel (21 and older) present at all times to ensure patrons strictly adhere to onsite anti-consumption rules and do not loiter on or about the premises and comply with all such restrictions or are reported to the appropriate authorities and potentially banned from future visits for failure to



heed warnings. Additionally, all restrooms shall always remain locked and under the control of our management team.

K. Zen Garden will ensure that all advertising and signage fully complies with State Cannabis Laws, including specifically Section 26151 of the B&P Code and City's Code, including specifically Chapter 6.40. Further, we shall only sell drug paraphernalia in compliance with Health and Safety Code Section 11364.5.

L. All records related to the Cannabis Business including but not limited to records of finance, personnel, training, contracts, permits, security, waste, and inventory shall be kept for a period of seven (7) years. Financial records shall be kept electronically and specifically contain a ledger of all cash, receipts, credit card transactions, reimbursements, and any and all reasonable compensation for services provided by Zen Garden as well as operational expenditures and costs incurred by Zen Garden. All records will be made available to City police or finance department representatives during regular business hours.

M. All our POS areas and areas where cannabis goods are displayed for sale shall be recorded on our video surveillance system and the video recording shall allow for facial recognition of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to identify.

N. Limited Access Areas. Zen Garden shall establish limited-access areas and permit only authorized individuals to enter the limited access areas. Only employees, as well as vendors, contractors or other individuals conducting business on the premises that require access to such areas and are accompanied by a Zen Garden employee shall be granted access. Any non-employees that enter such limited access areas will be escorted and their visit logged and stored to be provided to City Police upon request.

O. Educational Materials. Zen Garden shall provide written materials to all customers regarding each product sold, instructions for use and its effects along with how to store such products, and warnings against child access. Additionally, materials will explain potential side effects concerning brain development and warnings of potential harm to pregnant women.

P. Zen Garden will train all employees and management team members who interact with customers within our first year of operation and within the first year of each employee's hiring to ensure competency. As referenced in subsection L above, we will exceed the two-year requirement for maintaining such records and instead store them for up to seven (7) years so they may be provided to the City Manager upon request.

A.4.3 General Cannabis Business Operating and Conduct Requirements

In addition to the specific requirements that Zen Garden will follow as a Retailer, there are general operating and conduct requirements that we shall adhere to as a licensed commercial cannabis business to ensure the safety of customers, neighbors, and staff. First and foremost, there will be a strict policy against onsite consumption of cannabis products



along with a complete prohibition against the sale, dispensing, or consumption of alcoholic beverages or tobacco products on the Facility's premises. Zen Garden shall take all reasonable steps to prevent the use and consumption of cannabis on the premises.

To limit unwanted exposure to those under twenty-one (21) years of age and for other safety reasons as determined by the City, at no time shall cannabis be visible from the exterior of our premises or from any vehicles owned or used by Zen Garden as part of its business or delivery operation. Furthermore, Zen Garden will never store cannabis products or engage in retail activities outside of our Facility at any time. All cannabis products and retail activities shall be at all times take place ONLY within the Facility with secured access areas that will be locked and under physical security personnel protection, along with various other security safeguards as detailed in Zen Garden's Security Plan.

Zen Garden has entered into a contract with FLOWHUB, one of the State's leading point-of-sale inventory tracking system and customer flow management system to track and report on all aspects of our business, including inventory, cannabis tracking via UIDs, gross sales (by weight/volume and by sale), customer flow data, including waiting times, purchase history and limitations and such other information as deemed necessary by the City. FLOWHUB is compatible with the State's METRC system and will be capable of compatibility with any system utilized by the City as well for record-keeping purposes, all the while providing historical transactional data for review, as necessary.

As part of Zen Garden's standard operating procedures ("SOPs"), Zen Garden will ensure that all cannabis products sold shall be cultivated, manufactured, and transported by only licensed Commercial Cannabis businesses in good standing and that maintain in full conformance with City and State Cannabis Laws, California Department of Food and Agriculture ("CDFA"), and/or California Department of Public Health ("CDPH"), as applicable. Further, Zen Garden shall have an Operator on premises during all hours of operations and shall provide to the City Operator the name and telephone number (including cell phone number) of an on-site Operator to whom emergency notice may be provided twenty-four (24) hours per day.

A notice will be conspicuously posted within the premises letting all patrons know that any consumption, including smoking or ingesting of cannabis products on the Facility's premises is strictly prohibited. Along with such warning notice, Zen Garden shall display our Cannabis Use Permit, Cannabis Public Safety License and other City Business Licenses within the premises in a conspicuous place readily visible by the public. Further, Zen Garden shall ensure it maintains a Seller's Permit at all times during operations. Finally, we will not host, partake and/or support Cannabis Temporary Events within the City, as described in the B&P Code Section 26200, until expressly authorized.



A.4.4 General Business Regulations

Zen Garden will not only comply with cannabis-specific laws and regulations but will ensure we fully comply with all rules, regulations, and laws imposed upon all legal businesses within the City. This shall include restrictions imposed at a federal, state, or local level (outside of cannabis-specific laws and regulations). For instance, in addition to all cannabis licenses, Zen Garden shall ensure through operation we maintain all required and applicable planning, zoning, building, and other applicable licenses, permits, and approvals from relevant City departments and divisions. Further, Zen Garden shall ensure full compliance with the Americans Disability Act (“ADA”) as well all other applicable local, state, and federal laws pertaining to people with disabilities and shall refrain from discriminating or excluding patrons or employ discriminatory hiring practices in violation of all applicable laws. Zen Garden shall pay in a timely manner for all licenses, fees and charges associated with the operation of a Commercial Cannabis Business as resolved by the City Council, as amended from time to time in addition to timely paying all taxes, including but not limited to all sales, use, business taxes and all other fees as required under federal, state and local law. Further, Zen Garden shall fully comply with any City requests for audits of our records to ensure compliance with Applicable Laws.

A4.5 Marketing Plan

Zen Garden will ensure marketing is done in age-appropriate channels, abiding by State and Local rules. Zen Garden shall NOT advertise in a medium geared towards youth, or utilize graphics or depictions which may be similar to cartoons, candy, or the like. Industry specific channels, such as age-verified subscription based services and directories like: Weedmaps, Leafly, etc. are platforms designed to attract specific demographics. Signage will be discrete and in accordance with Lathrop Municipal Code.

Emergency Contact

Donald Jiminez, shall serve as the Emergency Contact. As a local, and owner of the business, he can be reached 24 hours / day.

A.5. Inventory Control Procedures

A.5.1 Cannabis Inventory Control and Track and Trace Technology System: FLOWHUB

Zen Garden intends to utilize FLOWHUB, a state-of-the-art METRC-compliant point of sale and inventory tracking information technology system (a “track and trace system”) that



will provide technical infrastructure for the retail sale of cannabis goods at the Storefront Dispensary with delivery. At its most basic technical level, the track and trace system tracks and records unique identifiers (“UIDs”) assigned to cannabis goods. The track and trace system shall be capable of producing historical transaction data for review and is compatible with the State’s track and trace provider, METRC. FLOWHUB will be used to track and report on all aspects of our retail commercial cannabis business including, but not limited to, customer tracking, cannabis tracking, inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. As indicated on our floor plan, we will utilize eight (8) Point-of-Sale locations. Prior to entering into a contract with FLOWHUB, Zen Garden will confirm the system is compatible with the City’s record-keeping systems and will obtain written approval and authorization by the City Manager or designee.

A.5.1.1 How FLOWHUB Interacts with METRC

- A. Sales are reported in real time to the State track and trace system, METRC.
- B. Zen Garden is insulated against METRC outages with a proprietary automation layer.
- C. Built-in tools safeguard Zen Garden from selling above state-specific purchase limits.
- D. Taxes are collected dynamically based on product type, customer classification, and delivery destinations.

A.5.1.2 Track and Trace System METRC Requirements

- A. Zen Garden shall create and maintain an active account with METRC prior to buying or selling any cannabis goods.
- B. Zen Garden’s Owner and Director of Operations, Charles Burton shall serve as the initial Inventory Control Manager shall serve as the Applicant’s designated METRC track and trace administrator. All Managers will undergo METRC training.
 - 1. The designated track and trace administrator (Inventory Manager) may authorize additional representatives (“Inventory Control Agents”) to obtain track and trace system user account access and credentials.
 - 2. Each Zen Garden employee who is authorized to access the track and trace system on behalf of the Applicant, shall obtain his or her own unique track and trace system user log-on and password only after having successfully completed the track and trace training.
 - 3. Only authorized representatives of Zen Garden shall log into and submit information to the track and trace system using a log-in that has been assigned to that licensee representative.
 - 4. Zen Garden management shall maintain a complete and accurate list of all track and trace system users, consisting of their full names and usernames. This will allow for proper tracking of inventory and further protection against diversion of products.



5. All managers and owners will be required to take part in METRC training in a timely manner. The Bureau of Cannabis Control (“BCC”) Primary Contact shall sign up and complete this training within five (5) calendar days of license issuance by the BCC.
- C. Zen Garden shall ensure that only authorized individuals are able to access the track and trace system.
- D. Zen Garden shall accurately record all transactions involving the purchase, sale, physical movement, or destruction of cannabis goods into the track and trace systems.
- E. Zen Garden shall enter all transactions into the track and trace system no later than the end of the day that the transaction occurred, but BEST practice will be encouraged to enter into the system in real-time.
- F. If, for any reason, METRC is inaccessible, the Applicant can rely on FLOWHUB in order to create and maintain records detailing all transactions that would have been entered into the track and trace system. Upon the restoration of access to METRC, **all** transactions that occurred while access to the track and trace system was not available shall be accurately entered into the track and trace system within three (3) business days. During any period of inaccessibility Zen Garden will not receive any finished cannabis goods until access is restored and everything is updated into the system.
- G. Zen Garden shall only enter accurate information into the track and trace system and shall correct any known errors in the information entered into the track and trace system by the Applicant immediately upon discovery with verification to METRC.
- H. Zen Garden staff will reconcile its physical inventory of finished cannabis goods with the track and trace data at a minimum of every thirty (30) calendar days as required by the BCC. If there is a significant discrepancy (a significant discrepancy is deemed anything over three percent (3%) of the average monthly sales (“AMS”), in accordance with the BCC Regulations (“Regulations”). AMS will be calculated by taking a per month average of the total sales for the previous six (6) months. Until there are six (6) months of operational sales only the months in which there were sales will be used in determining the AMS.) between the physical inventory and the track and trace system, this will trigger the Inventory Control Manager to perform a full audit of its inventory and contact the BCC with the findings.

A.5.1.3 Intake of Cannabis Goods Inventory

Zen Garden will enter into distribution agreements with BCC-licensed Distributors for the procurement of cannabis goods. Executed copies of such agreements will be kept on file at the Facility. As we are equipped to receive deliveries out of public sight (within our locked Facility through a roll-up door), deliveries can occur during all business hours but will be scheduled whenever possible either first thing in the morning or just prior to closing when customer flow is the slowest. Zen Garden

ensures that inventory receiving will not be visible to the public, regardless of time of delivery. All distribution/delivery vehicles will pull into our fully enclosed secure loading area and the unloading of finished cannabis products will be monitored by an Inventory Control Agent and at least one (1) security guard. No shipments of goods may be accepted before 6:00 a.m. and after 10:00 p.m. pursuant to BCC Regulations § 5422(b). Upon receipt of cannabis goods from a licensed Distributor, Zen Garden shall enter the following information into FLOWHUB with an Application Programming Interface compatibility function to allow for METRC data entry, which is required to be provided by the authorized Distributor on their invoice and shipping manifest (such that any discrepancies will be immediately reported to the Distributor):

- A. The Cultivator or Manufacturer as applicable, and Distributor's name and state license number, and direct point of contact. This information shall be verified by a Zen Garden Inventory Control Agent using the BCC, California Department of Fish and Agriculture ("CDFA"), or California Department of Public Health ("CDPH") licensing web portal.
 - B. Name and type of cannabis goods.
 - C. Amount received, by weight or count, and total wholesale cost, as applicable.
 - D. Best-by, sell-by, or expiration date of the batch.
 - E. The person who holds title to the cannabis goods.
 - F. The date and time of receipt of the cannabis goods.
 - G. The UIDs associated with the cannabis goods.
 - H. Any other information required elsewhere by the State or City Cannabis Law.
- Inventory Control Agents are responsible for inspecting all incoming cannabis goods and verifying that the packaging and labeling of all goods intended for retail sale complies with Zen Garden's internal Cannabis Product Packaging and Labeling policy, which can be made available upon request. The Inventory Control Agent will confirm that the COA from a licensed testing laboratory matches the primary panel percentages of THC and CBD. After the information is recorded in FLOWHUB an electronic copy of the shipping manifest and invoice are sent to accounts payable. A hard copy of the invoice (with the shipping manifest attached) and the COA will be stored onsite in a "Receiving Binder" or scanned and stored via cloud-based storage in accordance with Zen Garden's record-keeping policy outlined in our Record-Keeping Policy as attached hereto as an Exhibit. The information will also be logged into METRC via the FLOWHUB platform.

A.5.1.4 Retail Sale of Cannabis Goods

Upon the retail sale of cannabis goods to a Customer, Zen Garden shall enter the following information into the track and trace system:

- A. Whether the Customer is a patient, caregiver, or adult-use customer (the FLOWHUB system stores this data along with photo identification and expiration of recommendation, if a medical patient).



- B. The name or internal identification number (for repeat visitors) of the Customer who made the purchase.
- C. The date and time of the transaction.
- D. The identification of the budtender/sales associate who conducted the transaction.
- E. A list of all of the cannabis goods, including a description of the quantity purchased.
- F. The UIDs associated with the cannabis goods.
- G. The total dollar amount sold from each package before tax and after any discount, if applicable.
- H. Any other information required elsewhere by the State or County Cannabis Laws.

A.5.1.5 Return of Cannabis Goods by Customers

Zen Garden shall implement a customer-friendly return policy for finished cannabis products purchased by Customers so that we and our licensed distributors will be made aware, as soon as possible, of (i) any consumer complaints associated with the finished cannabis goods or (ii) the possibility that the finished cannabis goods may be defective, misbranded or adulterated.

After accepting the returned finished cannabis goods from a Customer, we will immediately contact the distributor and the testing laboratory that provided the COA of the finished cannabis goods, if applicable, and work to determine the next appropriate step, which may entail (i) destruction and disposal of the cannabis product at the Facility; (ii) transferring the returned products back to the licensed manufacturer/distributor; and/or (iii) institution of recall procedures.

Upon the return of cannabis goods by a Customer, Zen Garden shall enter the following information into the track and trace system:

- A. The name of the Zen Garden employee who processed the return.
- B. The name of the Customer who made the return.
- C. The date and time of the transaction.
- D. A list (and if possible a picture) of all of the cannabis goods, including a description of why the product was returned and the quantity.
- E. The UIDs associated with the cannabis goods.
- F. Any other information required elsewhere by the State or County Cannabis Laws.

The returned cannabis goods shall be placed in the Facility's quarantine area for a minimum of twenty-four (24) hours. The cannabis goods shall be set for destruction.

A.5.1.5.1 Return of Cannabis Goods to Distributors

Upon the return of cannabis goods to a licensed distributor, a Zen Garden inventory employee shall enter the following information into FLOWHUB:

- A. The distributor's name and license number.

- B. Type and kind of cannabis goods.
- C. Amount received, by weight or count.
- D. Best-by, sell-by, or expiration date of each item or product returned.
- E. The date of return of the cannabis goods.
- F. Explanation of defect, recall or reason for return of cannabis goods.
- G. UIDs associated with the cannabis goods.
- H. Any other information required elsewhere by the State or County Cannabis Law.

A.5.1.5.2 Destruction of Cannabis

Upon the destruction of cannabis goods Zen Garden Inventory Control Agent shall enter the following information into FLOWHUB:

- A. The name of the Zen Garden employees (two staff members at all times) who performed the destruction.
- B. The date and time of the destruction.
- C. Name and type of the cannabis goods.
- D. The UIDs associated with the cannabis goods.
- E. Amount of the cannabis goods, by weight or count, and total wholesale cost of the cannabis goods, as applicable.
- F. The reason for the destruction and disposal.
- G. The entity disposing of the cannabis waste. Whether self-hauling or using a third-party company, we shall obtain contact and receipts of drop-offs.
- H. A description for any adjustments made in the track and trace system, including, but not limited to spoilage or fouling of the cannabis or any event resulting in damage, exposure, or compromise of the cannabis goods.
- I. Any other information required elsewhere by the State or City Cannabis Laws.

A.5.1.6 Recall Procedures

Given that Zen Garden will not produce (*i.e.*, cultivate or manufacture) or distribute finished cannabis goods but, rather merely offer for retail sale finished cannabis goods produced by other licensed vendors to qualified Customers, our primary responsibilities in the event of a recall will be to (i) collect information from Customers and pass that information to other parties in the supply chain, (ii) inform Customers who purchased the recalled product, and (iii) to offer the Facility as a drop-off point and waypoint for the transfer and/or disposal of the recalled finished cannabis products. While the BCC does not provide express guidance on recall procedures, we will notify customers within 24hours of notice of such a recall by utilizing the POS records to contact potentially affected customers, as well as posting notices physically, and electronically.

Zen Garden's track and trace system, FLOWHUB, will have the ability to pull the contact information from each customer that purchased the recalled product so they may be immediately contacted. Employees and management will email and/or call each Customer to notify them of the recall and provide details as to how they can return the product to the dispensary. Once the recalled product is received at the Facility, we will follow the distributor's instructions to properly return or destroy the product preventing diversion. In the case that a manufacturer chooses to have Zen Garden destroy a cannabis product on-premises, we will do so in accordance with CDPH regulations section §40297 by quarantining the product for a minimum of seventy-two (72) hours prior to rendering it unusable and unrecognizable as described in our Waste Procedures Plan.

A.5.2 Inventory Storage

A.5.2.1 Storage Areas

In the Facility, adequate and suitable space shall be provided for the storage of supplies, equipment, and finished cannabis goods. The Secure Storage Area as displayed on our provided site plan will be an alarmed, limited access area for management access only and contain the storage of all cannabis inventory when not in use on the Sales Floor. A janitor's room, off of the employee break room, separated from any cannabis goods storage or staging area, or ware-washing or storage area, shall be provided for the storage of cleaning equipment and supplies.

A.5.2.1.1 Cannabis Goods Storage

Zen Garden shall store all finished cannabis goods (i) in the completely enclosed and alarmed Secured Product Storage area designed to permit control of temperature and humidity and prevent the entry of environmental contaminants such as smoke and dust, (ii) within alarmed and locked limited access area the Facility and shall be refrigerated, when applicable, and (iii) are only accessible by authorized personnel with management key fob access. At no time shall cannabis be stored outside.

A.5.2.1.2 Refrigeration

Should refrigeration be required for any products, all reach-in and walk-in refrigeration and freezer units in the Facility shall be located within the Secured Product Storage area or and shall:

- A. Be adequate in capacity and usage to meet the needs of the proposed operation and shall;
- B. Have shelving that is nonabsorbent, corrosion-resistant, easily cleanable and shall meet or be equivalent to applicable ANSI standards (wood is not acceptable);
- C. Be provided with an accurate, readily visible thermometer; and



- D. Drain condensate and other liquid waste in a sanitary manner to a floor sink or other approved receptor that is properly connected to the drainage system. Condensate from reach-in refrigerators and freezers may be drained to a properly installed and functioning evaporator.

SECTION 3: Community Benefit

Our Team understands the importance of playing an integral role within the communities we serve. If we are honored with the privilege to serve and operate in the City of Lathrop, we plan on being model stewards and neighbors. Our team will be looking to hire 23 employees, many of whom will be hired from right here within the Lathrop community. These team members will be spending their dollars patronizing many of the local surrounding businesses 7 days a week 365 days out of the year, consistently stimulating the Lathrop economy.

For the last 10 years, between the City of Sacramento and Stockton, we have worked with many organizations that serve our youth and seniors throughout the community.

Although recognizing that the tax that the city of Lathrop will be receiving from the opening of our cannabis retail storefront/Delivery. Our Team has worked to ensure that specific needs are addressed, for our Youth, seniors, and veteran populations in the city of Lathrop.

Lathrop Youth

Youth play a vital role with the long-term sustainability within a community. They are truly our future. We look to support local youth sports programs, by helping purchase necessary equipment for the specific local petitioning program, support local fundraising efforts by using our clientele base, and setting aside funds annually to help sponsor children that may be economically disadvantaged. No child in the richest country in the world should be left out of participating in extracurricular activities due to financial hardships.

In addition we would like to work with the city of Lathrop, Manteca Unified, Banta, and the San Joaquin office of Education to do an annual “Say No To Drugs” event at the Lathrop Generation center. We would look to create a fun healthy environment with many activities, with food and music. We would work to bring out mentors and motivational speakers to help inspire our future leadership.

We would further support our local Lathrop Economy by making sure that we use local vendors in producing this event.



Lathrop Seniors & Veterans

The City of Lathrop has done a fantastic job with providing much needed Brown Bag for its senior populations. Our team would look to assist with potentially expanding the Brown Bag giveaways to include our American heroes, our service women and men. Understanding that there is a cost associated with expansions of any program,

We would look to offer incentives to our customers to encourage them supporting food drives at our store. We would offer discounts to our clients for bringing in non-perishable food items, as well as potentially instituting a system similar to what Walgreens is doing by allowing customers to donate their extra change, or round up to the nearest hundred and make donations seasonally.

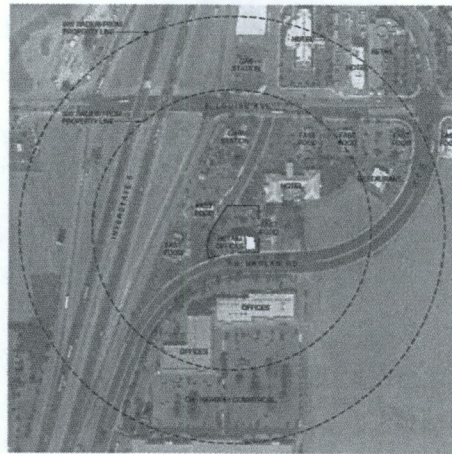
Furthermore, we would also look to use a portion of the funds raised to go into a pot that could be earmarked for a water bill subsidy for our Seniors and Veterans. Depending on how much is raised, the city could allow for those funds to be used for economically disadvantaged Seniors & Veterans to help offset some cost that may be incurred. Based on some of the past comments from Councilmembers Torres-O'Callaghan, Diallo, and Vice-Mayor Lazard. We feel that making it a priority in supporting our Seniors and Veterans would positively impact our Lathrop community. We will also be offering in store discounts for Seniors, Veterans, Cancer patients and survivors.


Neighborhood Relations

The proposed dispensary is within 1000' of public transportation, via the bis stop at E Louise and S Harlan Road. This ensures equal access to community members who rely on public transportation.

The Company has identified all entities / businesses within 300' of the property, and will provide a forum for public outreach and feedback on a bi-yearly basis.

Mr. Donald Jiminez, of Lathrop, will administer the program, and ensure the outreach list is updated and systems of communication properly maintained.



 NEIGHBORHOOD CONTEXT PLAN
1" = 200'

SECTION 4: Neighborhood Compatibility & Enhancement

Exterior Design Concept



Subject property is in a newly refaced building that meets the aesthetic of the surrounding area. Security measures will be integrated into the existing facility's design, so as not to interfere in the neighborhood design. Crime Prevention Through Environmental Design (CPTED) elements integrated into tenant improvements for the proposed dispensary include, but are not limited to:



- Exterior lighting shall be white light using LED lamps with full cutoff fixtures to limit glare and light trespass. Color temperature shall be between 2700K and 4100K with a color rendering index of 80 or better and a light loss factor of 0.95 or better.
- Daily inspections of the property for trash, graffiti, or other unwanted blight.
- Entry drives, drive aisles, parking and bicycle parking shall be illuminated to a maintained minimum of 1.5 foot candles per square foot of parking area at a 6:1 average to minimum ratio.
- All mature landscaping shall follow the two-foot, six-foot rule. All landscaping shall be ground cover, two feet or less and lower tree canopies of mature trees shall be above six feet. This increases natural surveillance and eliminates hiding areas within the landscape.
- Fences shall be a minimum of six feet in height, constructed of decorative tubular steel, no climb type. This shall apply to newly constructed fencing.
- Any graffiti painted or marked upon the premises or any adjacent area under the control of the applicant shall be removed or painted over with matching paint within 72 hours of being applied.
- The operator shall be responsible for the daily removal of litter from the site.

Air Quality / Odor Control

1. FACILITY ODOR EMISSIONS INFORMATION

Odor Emitting Activities

Odors are most commonly associated with unsealed flower. Therefore plant material must be kept in tightly sealed bags in rooms with proper filtration systems. When done according to plan, this should mitigate any potential adverse impacts to air quality.

This plan addresses the impacts of processing and handling cannabis products.

All odor emitting activities are to be performed in sealed rooms equipped with odor control devices operated in “sealed ecosystems”.

Phases (timing, length, etc.) of odor-emitting activities

Odors have the potential to be most intense during intake processing.

2. ODOR MITIGATION PRACTICES (all based on industry-specific best control technologies and best management practices)

Administrative Controls

i. Procedural activities

Cannabis related products are processed, and handled within sealed rooms in the facility. As a secure facility, doors and windows remain closed at all times. Staff is instructed to close doors to sealed rooms after entering or exiting, so the odor control devices can effectively scrub the air.

Cured cannabis arrives fully sealed in final form packaging and is stored in airtight containers with adequate filtration. Displays are kept in scent controlled devices, which also minimize airflow and transmission of odor.

ii. Staff training procedures

All new Staff members will be required to attend a company odor control training and orientation. This is a site specific plan that addresses the facilities odor control devices, proper usage, maintenance, and how to report if a device goes offline. Inspection of the odor control devices are part of staff's daily duties.

iii. Recordkeeping systems and forms

The company will keep logs of any maintenance, repair, or malfunction of the odor control devices. These logs will be reconciled with reports from the Community Relations Manager. If the company has received calls regarding odor, the facility manager shall cause immediate inspection and testing of the odor control system to verify its status.

Engineering Controls

- iv.** The best control technology for cannabis facilities is carbon filtration. The facility has been equipped with a number of activated carbon filtration devices as noted on the Odor Control diagram. These devices have been fitted to the rooms based on the activity and the potential intensity of odors in each respective room.
- v.** The system is designed to utilize 12" F5 Industrial High Output In-line fans (2320 CFM) connected to activated carbon filters. Filters are to be



changed every 6 months, or as needed. The following table depicts the volume of each room, and the number of fans needed to obtain the proper number of air changes / hour.

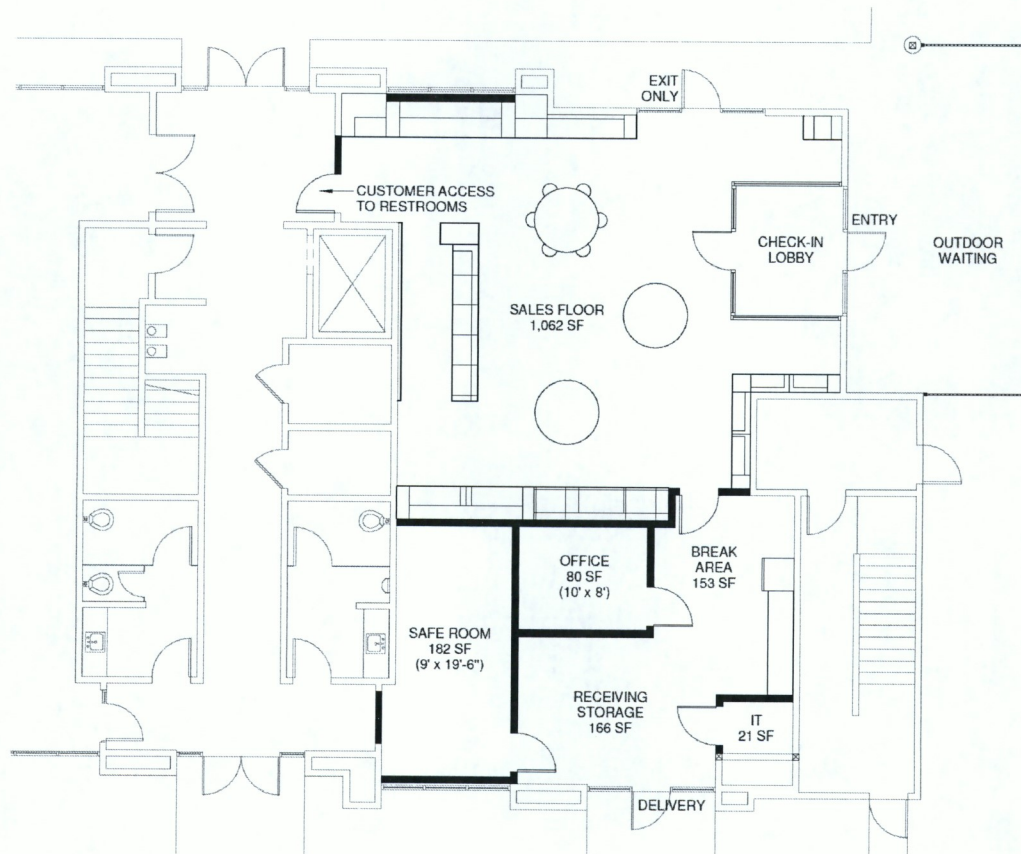
- vi. The facility averages **39** air changes / hour. The number of air changes per hour is dependent on the area's use and the corresponding odor emissions potential. The intensity scale denoted below:

<u>Room</u>	<u>Cubic Feet (volume)</u>	<u>CFM</u>	<u>Fans</u>	<u>Change Per Hour</u>
Vendor Room Cannabis	1060 cubic feet	1160	0.5	66
Storage	2180 cubic feet	1160	0.5	32
Sales Floor	14390 cubic feet	4640	2	19

The system can be expanded to increase the negative pressure of each sealed room as well as the number of CFM's if needed.

This odor control plan should effectively mitigate any potential adverse impacts to air quality. Its effectiveness will be closely monitored throughout the company's operation.

Floor Plan



FLOOR PLAN

1/8" = 1'-0"

Section 5: Security Plan pages 53-58

RECEIVED BUT OMITTED FROM PUBLIC COPY

- City Attorney



SECTION 6: Hazardous Materials Management Plan

N/A.

The Company will not have hazardous materials in sufficient quantities on site, to warrant a Hazardous Materials Management Plan.

**Exhibit 1
SAMPLE SOP
(STANDARD OPERATING PROCEDURE)**

Cash Handling Policy and Procedures

I. INTERNAL CONTROLS

- A. Access to cash shall be limited and all funds shall be kept secure at all times.
- B. Cash receipts/handling operations are subject to management review. In all instances, one person will check the work performed by another.
- C. All cash receipts must be completely and accurately recorded in the financial records of the Facility.
- D. Appropriate separation of duties shall be employed in all cash operations/handling functions.
- E. All cash receipts shall be deposited daily.

II. SAFEGUARDS

- A. Employees shall count all cash drawers and safe transfers in the Internal Transfer Area in the Facility (as viewable on our Security Site Plan) that is not accessible or visible by Customers. Employees shall have direct access from this Internal Transfer Area to a drop safe within the Secure Product Storage room and shall be moved after hours to the Vault by management.
- B. Cashiers shall not count or reconcile cash drawers while standing at the cash register during business hours, but rather shall change out cash drawers in the Internal Transfer Area in accordance with the above.
- C. All change funds and cash register drawers shall be kept in a locked safe within the Vault room when not in use.
- D. Deposits bags shall be stored in a separate, locked section of the safe.
- E. Only the Manager and owners shall have access to the safe combination and the safe room.

III. CASH DRAWER INTEGRITY

- The Manager shall assign a register to each employee prior to the beginning of each shift.
- Each employee shall be solely responsible for all transactions completed during their shift on their assigned register.
- Each employee shall open and close their own cash drawer, regardless of the length of his or her shift.
- Sharing registers shall be strictly prohibited

A. CASH DRAWER OPENING BALANCE

1. Each cash drawer shall open with a beginning balance of \$250.00 to allow for purchases by Customers or make change for purchases from the Facility.
2. Cash drawers shall be reconciled prior to the start of the shift within the Internal Transfer Area of the Facility to ensure the accuracy of the opening balance (see

Subsection G. “CASH DRAWER RECONCILIATION” of this policy for further instruction).

3. Employees may not accept a drawer that they have not had the opportunity to count.
4. Any discrepancies (overage/shortage) in the cash drawer shall be documented and remedied prior to the start of the shift.

B. PERFORMING CASH TRANSACTIONS

1. Ring transaction into register.
2. Subtotal sale and tell Customer total amount owed.
3. Take cash from Customer and lay cash on top of the cash drawer. Do not put the Customer’s money in the cash drawer until you’ve counted their change back to them. This avoids any misunderstandings pertaining to how much money was originally given and how much change is needed.
4. Do not accept foreign coins, currency, or foreign travel checks.
5. Enter the amount of cash received, then press the cash tender key on the register.
6. Count out the change to the Customer, if any, by starting with the amount of the sale and counting up to the amount they paid with. Put the change into the Customer’s hand whenever possible.
7. Put payment in drawer in appropriate slots; face up in one direction.
8. Close cash drawer.
9. Place merchandise in bag and hand the Customer their receipt.

C. CASH DRAWER MAINTENANCE

1. Lay bills and charge slips in tray with all bills and charge slips face up and in the same direction in the cash drawer.
2. Coins shall remain wrapped until needed.
3. Exchanging money between registers is strictly prohibited. Employees shall notify the Manager to request change, if necessary.
4. If additional change is provided, the Employee shall count the change before placing it in the cash drawer.

D. CASH PULLS

1. Cash register drawers shall contain only the amount of cash needed for change purposes. Excess cash shall be removed from the drawer and deposited in the safe periodically throughout each shift. Such transfers shall take place only in the Internal Transfer Area out of public’s sight for additional security and protection. We shall utilize this out-of-sight area to resist the ability of bad actors from “casing” the Facility and becoming familiar with our procedures.

2. The Manager shall inspect each cash drawer in the middle of each shift to ensure cash drawers are within established limits. Again, such confirmation shall be completed in the Internal Transfer Area.
3. Employees shall discretely notify the Manager in the event of large cash receipts. The Manager shall remove excess large bills in multiples of \$100 and secure them in the safe, clearly labeled with which drawer and shift they came from.
4. Both the Manager and the employee responsible for the cash drawer should count the amount taken from the drawer together to confirm accuracy.

E. CHANGE FUND

1. A “Change Fund” may be established to provide change for payments received for goods or services rendered by the Facility.
2. The Change Fund may not be used to procure goods or services, make cash advances, or for petty cash needs.
3. Change funds must be reconciled on a weekly basis by the Manager.
4. It is the responsibility of the Manager to limit the use of the Change Fund to legitimate and allowable Facility-related financial transactions.
5. Change Funds may not be commingled with other types of Facility funds or personal funds. Change Funds must be approved by the Manager and the amount is the sole discretion of the Manager.

F. CASH DRAWER SECURITY

1. All unattended cash register drawers shall be locked.
2. Keys shall not be left in the register or in plain sight of the Customer.
3. Employees shall log off before leaving a register unattended.
4. In the evening, employees shall ensure all cash is removed from registers and registers are to remain open showing any potential bad actors that all cash has been removed without the need for further damage to the Facility.

G. CASH DRAWER RECONCILIATION

1. Cash drawers shall be reconciled upon opening, shift changes, and closing. This process requires two (2) employees to work side by side to count all cash in the cash drawer. Neither employee shall leave the Internal Transfer Area or the cash drawer in the possession of the other employee, until the cash is secured in the drop safe, Vault room, or returned to the cash register.
2. Cash drawers shall be reconciled one (1) drawer at a time.
3. One (1) employee shall start with the bills of the highest denomination and count the number of bills.
4. Once counted, the employee shall annotate that count on a piece of paper.
5. The second employee shall count the same stack of bills and annotate his/her count on a separate piece of paper.

6. Each employee shall continue through the drawer counting each denomination in the same manner.
7. Once all cash is counted the employees shall compare their counts for accuracy.
8. If reconciling the cash drawer at the beginning of the shift:
 - a. Promptly place and secure the cash drawer in the register.
 - b. Repeat the steps above for each cash drawer prior to opening each additional register.
9. If reconciling the cash drawer at the end of the shift or at closing:
 - a. Complete the Cash Drawer Reconciliation Form
 - b. Print and attach a copy of the Industry Standard Software System Closing Report to the Cash Drawer Reconciliation Form.
10. Prepare the Deposit (see below Section 6.1.11 “Deposits”); Place the remaining bills (the beginning balance) into a bank bag and secure the cash drawer and the bank bag containing the next day’s opening balance in the safe.
11. If any drawer has a discrepancy in the count, a recount must take place immediately. If there is still a discrepancy after a recount, the Manager shall investigate and determine the reason for the discrepancy before leaving the store for the day.

IV. DEPOSITS

- A. A deposit shall be prepared and secured in the safe immediately after reconciling each cash drawer at closing or at the end of a shift. All cash in excess of the opening balance shall be deposited.
- B. Once confirmed, all cash in excess of the opening balance from that drawer will be placed in an envelope and sealed.
- C. Once the envelope is sealed the date and time shall be placed on the envelope.
- D. The envelope shall be placed in a bank bag and secured in the safe separate from any other funds.

V. CASH HANDLING DURING DELIVERY

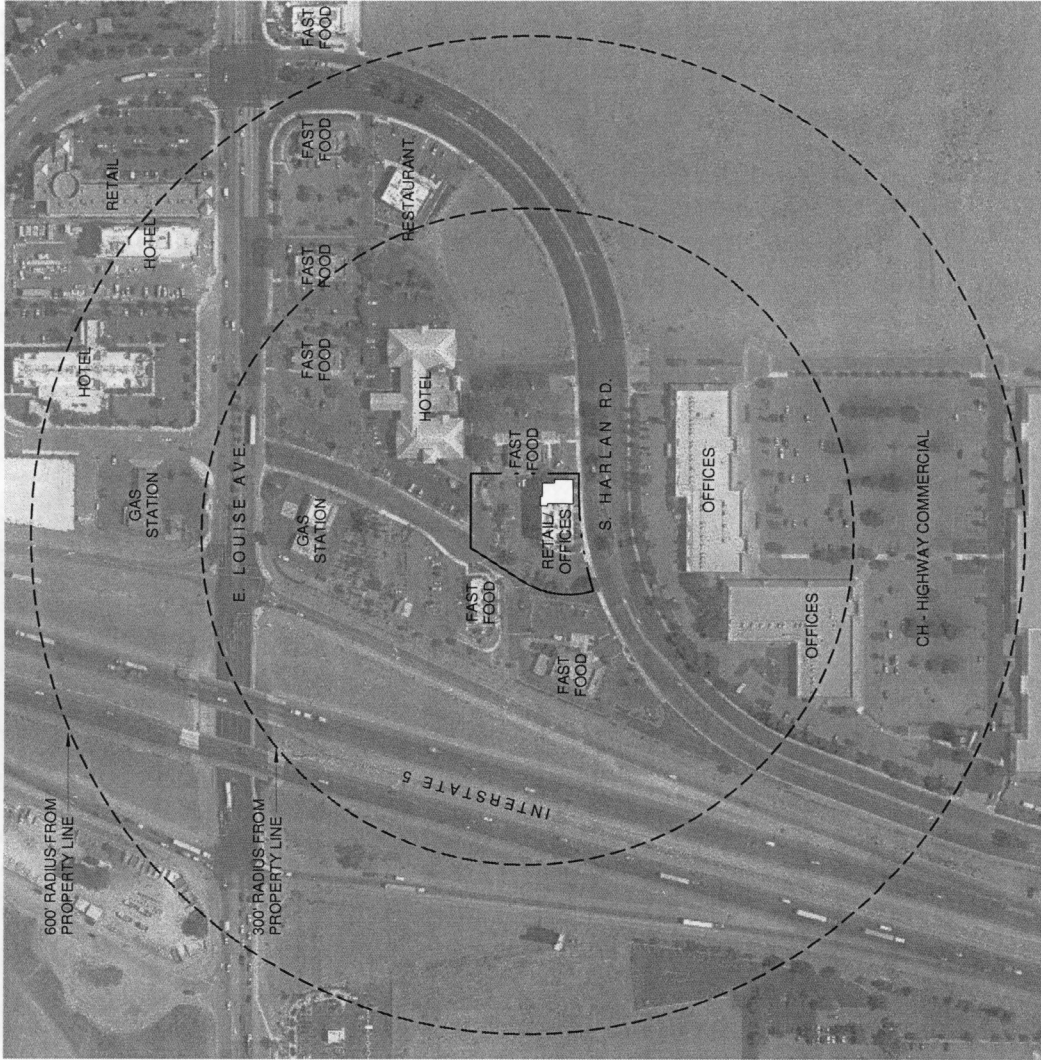
- A. All delivery orders and payments shall be processed through Applicant’s FLOWHUB system for proper tracking.
- B. Cashless delivery transactions will be utilized whenever possible. This will protect both driver and Customer and shall improve now-desired ‘contactless’ transactions.
- C. When cash is accepted, it shall be stored in the safe, which will be mounted and bolted to the interior of the delivery vehicle.
- D. Drivers shall begin their route with limited cash for purposes of solely providing change.
- E. In accordance with BCC Regulations, the delivery employee shall not carry cannabis goods valued in excess of \$5,000 at any time, with no more than \$3,000 of cannabis



goods that are not already part of a Customer order that was processed prior to leaving the Facility.

EXHIBIT 3

SITE PLAN
FLOOR PLANS
NEIGHBORHOOD MAP



NEIGHBORHOOD CONTEXT PLAN

1" = 200'-0"



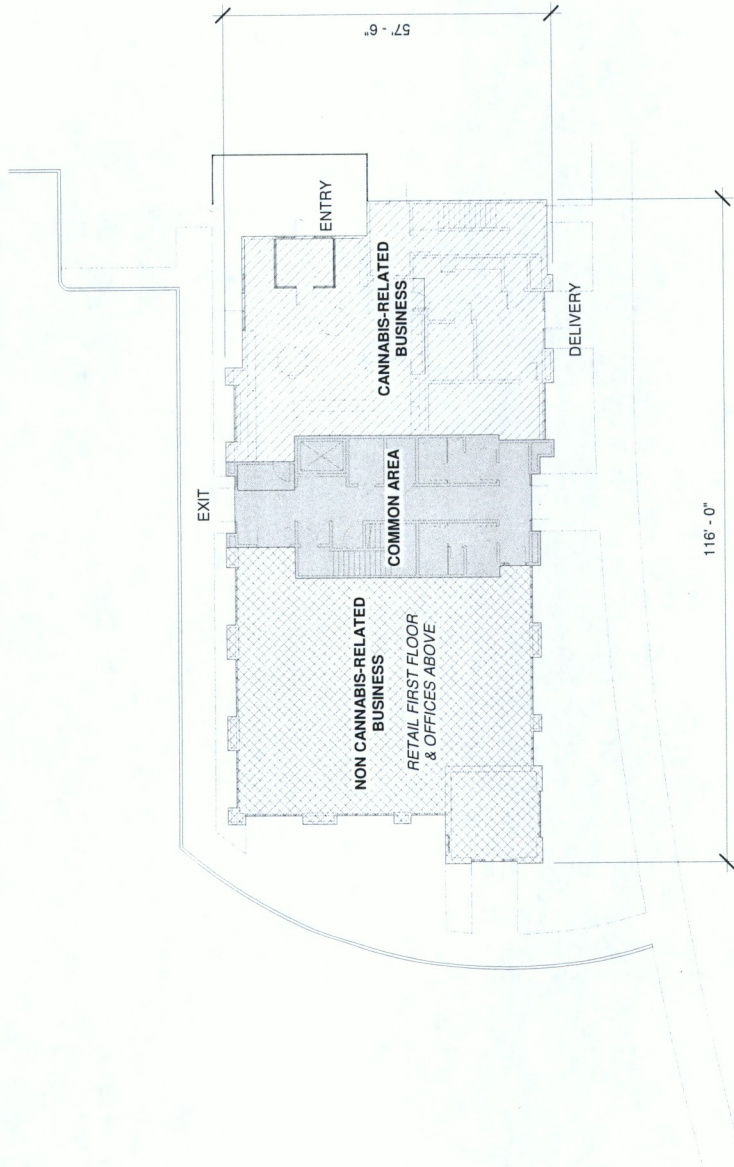
Cannabis Retail Crossroads Commercial Center

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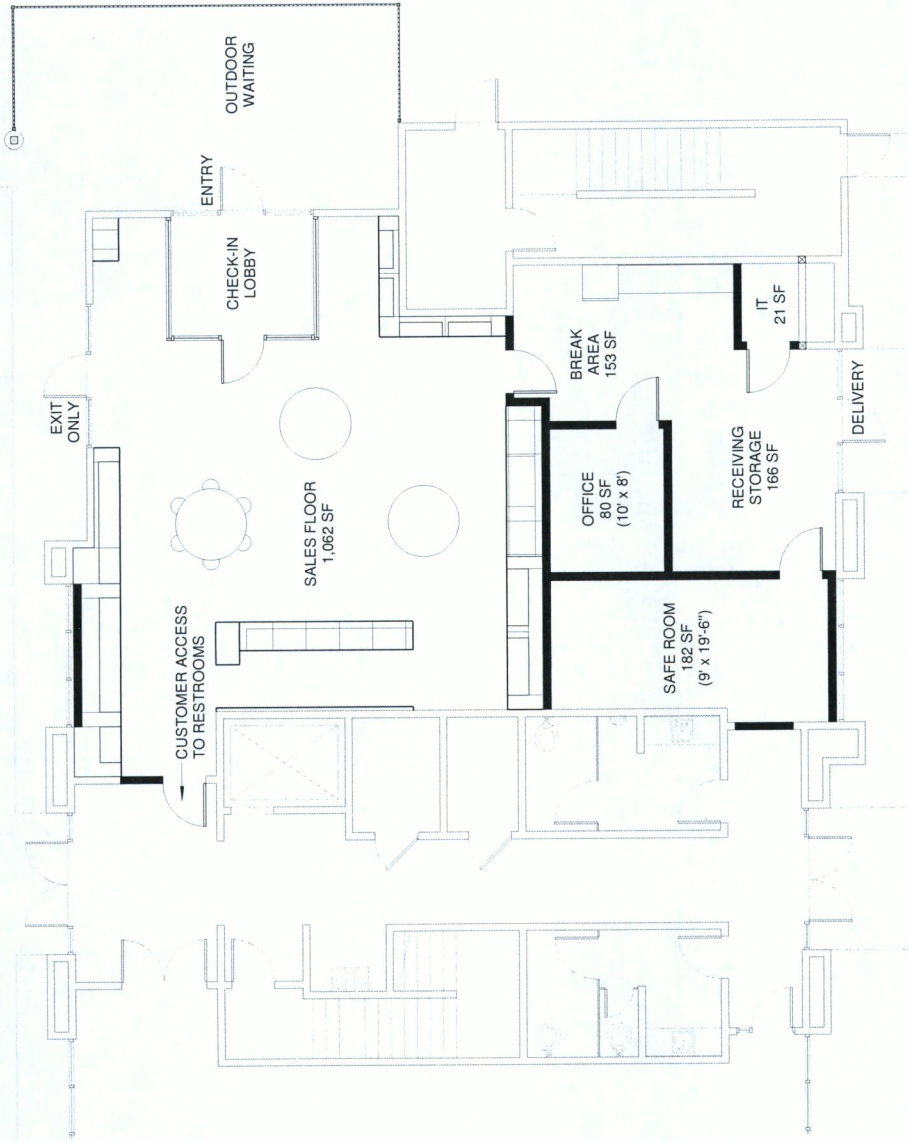


WMB ARCHITECTS



SITE PLAN
1" = 20'-0"

Cannabis Retail Crossroads Commercial Center



FLOOR PLAN
1/8" = 1'-0"

Cannabis Retail Crossroads Commercial Center



Exhibit 4 Record Keeping Policy

Central California Greens, Inc. (the “Company”)

Policy #: 1.0

Effective Date: Upon Commencement

Revision Date: June 2021

RECORD KEEPING POLICY

Purpose: This policy is the method by which the Company shall create and maintain records for their storefront retail dispensary. In compliance with Section 26013 of the California Business and Professions Code, the Company shall utilize the FLOWHUB seed-to-sale software system to ensure a proper track and trace system for their operation.

Responsible Party: The Company and its authorized personnel

POLICY STATEMENT & PROCEDURES

I. Policy Statement

The Company is dedicated to proper, accurate, and confidential record keeping practices consistent with the Medicinal Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) and Health Insurance Portability and Accountability Act, (“HIPAA”), if applicable, taking into account the State regulations (the “Regulations”) issued by the California Bureau of Cannabis Control (the “Bureau” or “BCC”). In accordance with the above and applicable local cannabis laws, including City of Lathrop (the “City”) Municipal Code (collectively, “Applicable Law”), this policy provides a plan that will provide and ensure safe dispensing, adequate record-keeping and security, theft prevention, and the maintenance of confidential information.

II. Procedure

The Company shall utilize the FLOWHUB software system to track and maintain records, which will be readily available to law enforcement and any other official charged with enforcing the provisions of Applicable Law (“Law Enforcement”). Accordingly, Law Enforcement **may enter the Company’s Facility at any time during the hours of operation without notice and inspect the location, records, as well as the recordings and records maintained for seven (7) years in accordance with**

MAUCRSA. As a result, all the Company staff shall be notified of this policy and to strictly adhere to its compliance.

Company records will be protected from loss, damage, or unauthorized use through the FLOWHUB software system. The Company's point of sale software shall be compliant with the State Unique Identifier and Track and Trace Program (Chapter 6.5 of Division 10 of the California Business and Professions Code). The Company will also maintain all other records in compliance with Bureau Regulations.

- A. All records described in this section shall be maintained by the Company for a period of **seven (7) years**.
- B. The Company will utilize the FLOWHUB software system to record purchases including recordation by internal clock, denials of sale, delivery options, and other pertinent records.
- C. The Company shall utilize the FLOWHUB software to maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the Company, and all of its assets and liabilities and on no less than an annual basis at or before the time of the renewal of its cannabis License, or at any time upon reasonable request of the City, submit to the City, in a form approved thereby, a statement, sworn as to accuracy, detailing Company's revenue and number of sales during the previous twelve-month period, or shorter period based upon the timing of the request, provided on a per-month basis. The statement shall also include gross revenues for each month, and all applicable taxes paid or due to be paid.
- D. Further, on an annual basis, the Company shall submit to the City a financial audit of the Company's operations conducted by an independent certified public accountant.
- E. The Company shall also maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the Company and separately of all the Owners, Officers, Managers, employees, agents and volunteers currently employed or otherwise engaged by Company and shall provide to City Manager promptly upon request.
- F. The Company shall also maintain personnel records, including employee training records, certifications, and training acknowledgments including METRC, OSHA, and internal compliance training, as well as security personnel licenses issued by the Bureau of Security and Investigative Services.
- G. As applicable, the Company shall maintain all shipping manifests generated through the track and trace system.



- H. Upon a first visit to the Facility, customer, patient, and/or caregiver (collectively, "Customer") information is entered into Company's electronic identification verification system by a Company employee and will include all required information for the FLOWHUB software system entry including:
1. A scan of Customer's valid government ID;
 2. For patients, a current valid physician's recommendation;
 3. The Customer's name;
 4. The Customer's date of birth;
 5. The Customer's emergency contact;
 6. This record is dated and signed for all subsequent Customer transactions.
- I. The records shall clearly show the source, amount, price, date, and Distributor of all cannabis products received or purchased, and the amount, price, dates, and Customer for all cannabis sold.
- J. In accordance with Section 26001 of the California Business and Professions Code and Section 5409 of the Regulations, the Company will utilize FLOWHUB to ensure Customers do not exceed the mandatory limits as follows:

Adult-Use Customers:

The Company shall sell **no more** than twenty-eight and one-half (28.5) grams of non-concentrated cannabis in a single day to a single Adult-Use Customer.

The Company shall sell **no more** than eight (8) grams or eight thousand (8,000) milligrams of concentrated cannabis as defined in Section 26001 of the California Business and Professions, including concentrated cannabis contained in cannabis products, in a single day to a single Adult-Use Customer.

The Company shall sell **no more** than six (6) immature cannabis plants (known, commonly as 'clones') in a single day to a single Adult-Use Customer.

Medical cannabis patients or primary caregivers:

The Company shall sell **no more** than eight (8) ounces of medical



cannabis in the form of dried mature flowers or the plant conversion in a single day to a single patient or the patient's primary caregiver.

The Company shall sell **no more** than twelve (12) clones in a single day to a single patient or the patient's primary caregiver.

If a qualified patient or primary caregiver has a physician's recommendation that this quantity does not meet the qualified patient's medical needs, the Company may sell the amount of medicinal cannabis consistent with the patient's documented needs.

- K. An inventory record documenting the dates and amounts of cannabis sold at the Facility and the daily amounts of cannabis stored at the Facility shall be maintained on-site.
- L. The Company shall keep a complete set of books of account, invoices, copies of orders and sales, bills of lading, weigh bills, bank statements including canceled checks and deposit slips, and all other records necessary to show fully the business revenues, expenses, assets, and liabilities of such licensee.
- M. In accordance with Applicable Law, the original copies of its Commercial Cannabis Permits issued by the City shall be posted in a location readily visible to the public at all times.
- N. All records must be identified as confidential, and any disclosure shall be limited in a manner that maintains the confidentiality of the information contained therein.
- O. All records kept and maintained by the Company shall at all times protect the confidential information of the Customer.
- P. Entries are to include the Facility employee's information for tracking purposes and may only be made by the staff member who is recording the transaction.
- Q. No changes should be made which make any entries illegible. The Company shall notify the Law Enforcement **within twenty-four (24) hours if there is any concern that an entry was altered or otherwise changed.**
- R. FLOWHUB Reconciliation Procedures:
 - 1. The Company shall reconcile the physical inventory of cannabis goods with the records in the track and trace FLOWHUB database at least once every thirty (30) days.
 - 2. The Company shall conduct an audit and notify the City and the Bureau and any other agency required under Applicable Law of any reportable activity pursuant to Section 5036 of the Regulations if

the Company discovers a discrepancy between its physical inventory and the FLOWHUB database.

- S. Receipts shall be maintained via a computer program or by pre-numbered receipts and used for each sale.
- T. Safeguards to prevent unauthorized use of the FLOWHUB software system includes separate log-in information for users, and all terminals are recorded by security cameras.
- U. In conjunction with the Company's educational support for Customers, records will be generated for each interaction where Customer education and support materials are provided to the qualifying Customer. Recordation of a description of the materials and the date the materials were provided shall be made. This will be in addition to a Company website provided with each Customer receipt to allow Customer's educational access to any cannabis products purchased from the Company.
- V. If an otherwise qualifying Customer requests cannabis and does not obtain it from the Facility (due to daily limits, sobriety, or other reasons), the following shall be recorded in the record:
 - 1. The date;
 - 2. The name of the individual who requested the cannabis; and
 - 3. The Facility's reason for refusing to provide the cannabis (*if applicable).

HIPAA COMPLIANCE

The Company's recordkeeping policy shall be subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPAA) regulations. All Facility staff, principal officers and board members are required to complete HIPAA training. The following is written into all offer letters and board member requirements:

"Certificate of HIPAA completion must be accepted thirty (30) days from date of written offer of employment or board certification. Failure to complete training will result in withdrawal of membership or offer letter. Candidates will not be able to assume employment or membership prior to presenting proof of certification hard copy".

The Company is considered a covered employer that is required to comply with the HIPAA Privacy Rule. The Privacy Rule states that Private Health Information ("PHI") is confidential and that no one associated with the Company (such as Facility staff, volunteers, or contractors) may use or disclose such information without the customer's written authorization except under limited and specific circumstances:

- A. To the particular person (the Company's authorized personnel do have to be concerned with the HIPAA Privacy Rule when discussing the consumer's health information with that consumer; with the exception of some mental health related information, which in most cases carries a warning that the report or diagnosis should not be discussed with the patient);
- B. For treatment, payment, and health care operations;
- C. For informal reasons, as long as the patient has the opportunity to agree or object;
- D. For purposes incidental to another permitted PHI disclosure;
- E. For Public Interest and Benefit Activities, in compliance with the MAUCRSA and the CDPH regulations and policies governing the release of information for this purpose; or
- F. For the purposes of research, public health, or health care operations in compliance with the CDPH regulations and policies governing the release of information for this purpose.

In accordance with the above HIPPA limitations, the Company shall allow City officials to have access to its books, records, accounts, together with any other data or documents relevant to its commercial cannabis business activities, for the purpose of conducting an audit or examination. The Company shall produce requested books, records, accounts, and any and all relevant data or documents no later than twenty-four (24) hours after



receipt of the City's request unless otherwise stipulated by the City. The Company shall submit materials in an electronic format that is compatible with the City's software and hardware if required by the City.

EXHIBIT 5

Capital Commitments



Stockton Partners, Inc.
dba. Zen Garden Wellness
7632 Pacific Ave.
Stockton, CA 95207

March 8, 2022

Re: Central California Greens, Inc.
Commitment of Capital

To Whom It May Concern:

Per our discussion, Zen Garden Wellness has committed up to \$500,000 in capital loans towards the development of Central California Greens, Inc. dba Zen Garden Wellness dispensary in Lathrop, CA. These funds are on deposit at the Company's financial institution, and accessible to the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Travis".

Corey Travis
Director, Stockton Partners, Inc.
corey@zen209.com
415-890-4480

Stockton Partners Inc. DBA Zen Garden Wellness Account Statement (3 pages)

RECEIVED BUT OMITTED FROM PUBLIC COPY

- City Attorney

To whom it may concern:

Please accept this letter as proof that I , Anthony Ussery , Managing Partner and President of Alpha Zeta Logistix have authority to make all decisions regarding my company's affairs. This includes access to all assets, both tangible and intangible.



This letter is to confirm Anthony Ussery is the majority stakeholder of Alpha Zeta. Anthony Ussery is in control of 100% of the funds.

Best Regards,

Anthony Ussery
President
Alpha Zeta Logistix
916-544-3464

A handwritten signature in black ink that reads 'Anthony Ussery'.

Alpha Zeta Logistix LLC Account Statement (3 pages)
RECEIVED BUT OMITTED FROM PUBLIC COPY

- City Attorney

March 8, 2022

Re: Central California Greens, Inc.
Commitment of Capital

To Whom It May Concern:

Per our discussion, I have committed up to \$250,000 in capital towards the development of Central California Greens, Inc. dispensary in Lathrop, CA. These funds are on deposit at my financial institutions, and accessible to the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corey Travis', with a stylized flourish at the end.

Corey Travis
coreyRtravis@gmail.com
415-890-4480

Corey Travis Account Statement (1 page)
RECEIVED BUT OMITTED FROM PUBLIC COPY

- City Attorney

Required Submittal Item #4

Criterion Matrix

ATTACHMENT "B" – CRITERION MATRIX

Description of Criteria	Meets Criteria	
	Yes	No
Section 1: Prioritize Medicinal Cannabis Access		
a) RFP Response includes combined medicinal/adult use dispensary	X	
b) RFP Response includes Delivery Services	X	
Section 2: Geographical Preference/Neighborhood Relations		
a) Proposed location is within 1,200 feet of local transportation	X	
b) RFP Response includes a process and schedule for at least two public outreach meetings per year that meet City requirements	X	
c) Business plan includes a schedule for communication and receiving feedback from all entities within 300 feet of the business at least two times per year	X	
d) RFP Response includes appointment of an employee as a designated liaison to the neighborhood	X	
Section 3: Facility Plan		
a) Business is and/or was associated with a non-cannabis-related business in the City of Lathrop	X	
b) RFP Response includes daily site inspection to ensure maintenance of the interior and exterior of the facility (i.e., free of trash, graffiti, etc.)	X	
c) Commercial cannabis business will be open more than five days a week and at least six hours per day	X	
d) Location is within an existing building or facility with ability to be open for business within six months of approval by the City	X	
Section 4: Standards and Procedures for the Safe Operation of Facilities		
a) RFP Response includes documented employee safety training program	X	
b) RFP Response includes documented employee cannabis educational training program	X	
c) Business Plan includes enhanced security measure, with at least three of the following: panic buttons, dye packets, bulletproof window film (with break strength of 400 lbs. per inch or better), a UL-approved safe with a fire rating that is 2-hour 1,700 degrees F or better with a complex locking device; motion sensing lighting; or other enhanced security measure acceptable to the City	X	
d) RFP Response includes climate-controlled environment	X	

Description of Criteria	Meets Criteria	
	Yes	No
e) RFP Response includes a comprehensive documented process for 24-hour minimum response time to cannabis product recall notifications	X	
f) RFP Response includes plan for disposal of all solid waste based on best practices of the State	X	
g) RFP Response includes more than one on-site security guard during business hours	X	
h) RFP Response includes plans and procedures on how all cannabis products on the premises or held by the Applicant meet the testing requirements as defined by the State	X	
i) RFP Response includes a separate lobby where identification is checked to ensure that only qualified individuals gain access to separate, locked areas where cannabis products are displayed	X	
j) RFP Response includes electronic storage of required records of sales, delivery manifests, patient information (if medicinal and required by State), inventory, etc., which can be provided to City personnel upon request	X	
k) RFP Response includes participation in web-based public safety application or equivalent that provides law enforcement with confirmation of local and state licenses	X	
l) RFP Response includes proposed "green" business practices related to energy and climate, water conservation, and materials/waste storage	X	
m) RFP Response includes secured loading/unloading area for deliveries	X	
Section 5: Prior Experience in Business Ownership and Management		
a) Combined prior experience of proposed owners includes more than three years of verified successful management of any non-cannabis legal retail facility	X	
b) Owners are listed on State approved commercial cannabis licenses.	X	
c) Combined prior experience of proposed owners is more than three years with a commercial cannabis business in compliance with California law, with proof of timely payment of taxes	X	
Section 6: Qualifications of Principals/Business Plan		
a) At least one proposed owner is a military veteran with an honorable discharge		X
b) Does the business qualify as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation?		X
c) Does the business have documented proof of access to at least \$150,000 in capital (or enough capital to pay all startup costs plus at least three months of operating costs?)	X	

Description of Criteria	Meets Criteria	
	Yes	No
d) Does the Business Plan contain a valid pro forma for at least three years of operation	X	
e) Does the proposed commercial cannabis business have documented agreements with cannabis distributors to supply products to their business?	X	
Section 7: Employee and Public Relations		
a) The proposed commercial cannabis business will promote local hiring or provide incentives for City residents to work for the business	X	
b) The proposed commercial cannabis business provides employee health benefits for all full-time employees	X	
c) The proposed commercial cannabis business will employ more than five people full-time, not counting the owners or security personnel	X	
d) RFP Response includes an ongoing public information program to inform City residents of cannabis issues and proper/safe/legal use of cannabis products	X	
Section 8: Community Benefits		
a) RFP Response includes offer to deposit funds to cover the costs of application and entitlement processing	X	
b) RFP Response includes offer to provide a percentage of annual gross receipts as a community benefit to be allocated by the City	X	
c) RFP Response includes benefits to the community, such as monetary contributions to local community organizations, or volunteer work for local community organizations, or any other proposed community benefit deemed acceptable to the City	X	

*** The Criterion Matrix is intended solely to provide additional information to the City Council and does not reflect minimum criteria for RFP Responses ***