



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – Regular Meeting

Date: June 17, 2020

Time: 7:00 p.m.

Streaming Link:

<https://www.lodi.gov/901/Council-Meeting-Archive>

SPECIAL NOTICE

Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.

The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.

Viewing:

Members of the public may view and listen to the open session of the meeting at <https://www.lodi.gov/901/Council-Meeting-Archive>.

Public Comment:

Members of the public can send written comments to the City Council prior to the meeting by emailing councilcomments@lodi.gov. These emails will be provided to the members of the City Council and will become part of the official record of the meeting.

Members of the public who wish to verbally address the City Council during the meeting should email those comments to councilcomments@lodi.gov. Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read three minutes of each email into the public record. **IMPORTANT:** Identify the Agenda Item Number or Oral Communications in the subject line of your email. Example: Public Comment for Agenda Item Number C-17.

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:
Pamela M. Farris
Assistant City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations

B-1 Parks Make Life Better Month Proclamation (PRCS)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

C-1 Receive Register of Claims for May 15, 2020 through May 28, 2020 in the Total Amount of \$6,207,472.51 (FIN)

C-2 Approve Minutes (CLK)
a) May 20, 2020 (Regular Meeting)
b) May 20, 2020 (Special Meeting)
c) May 26 and June 2, 2020 (Shirtsleeve Sessions)

Res. C-3 Adopt Resolution Authorizing City Manager to Execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$85,000) (PW)

Res. C-4 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas, for Transit Operations Services (PW)

Res. C-5 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for Interior Improvements at Carnegie Forum (\$10,000), and Appropriating Funds (\$10,000) (PW)

Res. C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Tri-City Power Inc., for the Support of the City's Uninterrupted Power Supplies in the City's Main Data Center, Police Server Room and Lodi Electric Utility Operations Center (\$36,734.08) (IT)

- Res. C-7 Adopt a Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Quest Media and Supplies, Inc., of Roseville, as Sole-Source Provider for Finance Department's Video and Surveillance System Installation (\$5,568.62) (FIN)
- Res. C-8 Adopt Resolution Authorizing City Manager to Execute Base Contract and Special Provisions to Base Contract with Clean Energy Renewable Fuels, LLC, of Newport Beach, for Sale and Purchase of Natural Gas (PW)
- Res. C-9 Adopt Resolution Approving City of Lodi Public Transportation Agency Safety Plan and Authorizing the Public Works Director to Execute Public Transportation Agency Safety Plan (PW)
- Res. C-10 Adopt Resolution Authorizing City Manager to Execute Fifth Amendment to Workers' Compensation Self-Insurance Service Agreement with Sedgwick Claims Management Services, Inc., as Assignee to York Risk Services Group, Inc., for the Period July 1, 2020 to June 30, 2022 (\$277,568) (CA)
- Res. C-11 Adopt Resolution Approving City of Lodi Pay Schedule Dated June 1, 2020 (HR)
- Res. C-12 Adopt Resolution Authorizing City Manager to Approve Funding Change for Outdoor Environmental Education Grant to Reduce Appropriation in Fund 205 (State Grants) in the Amount of \$22,908 and Increase Appropriation in Fund 432 (PRCS Capital) by \$22,908 (PRCS)
- Res. C-13 Adopt Resolution Ratifying the U. S. Department of Justice Coronavirus Emergency Supplemental Funding Program Grant Application, Authorize the Chief of Police to Execute Funding Agreement, Approve the Purchase of Computers, and Appropriate Funds (\$79,318) (PD)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Public Improvements of Lodi High School New North Campus (PW)
- Res. C-15 Adopt Resolution Accepting Lodi Unified School District Maintenance Facility Public Improvements (PW)
- C-16 Accept Improvements Under Contract for Granular Activated Carbon Replacement, Well No. 4R and Well No. 22 (PW)
- C-17 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (DCM)
- C-18 Accept Quarterly Report of Purchases between \$10,000 and \$20,000 (DCM)
- C-19 Receive Report Regarding Communication Pertaining to CARES Act Funding (CLK)
- C-20 Receive Report Regarding Communication Pertaining to City Specific Attestation (CLK)
- C-21 Post for Vacancy on Planning Commission (CLK)
- Res. C-22 Adopt Resolution Declaring Intention to Renew the Lodi Tourism Business Improvement District and Set Public Hearing for July 15, 2020, and a Public Hearing for August 5, 2020 to Consider the Renewal of the Lodi Tourism Business Improvement District and the Levy of Assessments on Lodging Businesses in the City of Lodi (CM)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3l). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

G-1 Continue Public Hearing to July 15, 2020 to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and Ordering the Levy and Collection of Assessments (PW)

H. Regular Calendar

Res. H-1 Adopt Resolution Authorizing Appropriation and Expenditure of Fiscal Year 2019-20 Funds in the Amount of \$1,138,037 to be Reimbursed by FEMA and State Government at a Rate of 93.75 Percent for the Implementation of the Great Plates Delivered Program, and Authorizing Carry Forward of Unspent Budget into Fiscal Year 2020-21 (CM)

I. Ordinances – None

J. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Pamela M. Farris
Assistant City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Pamela M. Farris at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Pamela M. Farris (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.

Members of the public may view and listen to the open session of this teleconference meeting at <https://www.lodi.gov/901/Council-Meeting-Archive>.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Parks Make Life Better Month Proclamation

MEETING DATE: June 17, 2020

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Mayor Kuehne present proclamation proclaiming the month of July 2020 as “Parks Make Life Better Month” in the City of Lodi.

BACKGROUND INFORMATION: Statewide public opinion research has found that 98 percent of California households visit a local park at least once a year; two-thirds visit a park once a month; half of households participate in an organized recreation program; and 95 percent of park use is with family and friends.

Residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during nonschool hours. It promotes the arts, it increases social connections, aids in therapy and promotes lifelong learning.

Lodi residents, including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs. Thousands of residents participate in youth sports and other activities, and Lodi Lake Park has more than 200,000 visitors a year. Parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community.

Through this proclamation, the City Council urges all its residents to recognize that parks and recreation enrich the lives of Lodi residents and visitors, as well as add value to the community’s homes and neighborhoods.

With July being celebrated across the nation as Parks and Recreation Month, the Council is asked to proclaim July 2020 as Parks Make Life Better® Month in the City of Lodi.

FISCAL IMPACT: None.

Anwan Baker
Interim Parks, Recreation and Cultural Services Director

AB:tl

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims for May 15, 2020 through May 28, 2020 in the Total Amount of \$6,207,472.51

MEETING DATE: June 17, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,207,472.51

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,207,472.51 for May 15, 2020 through May 28, 2020. Also attached is Payroll in the amount of \$1,578,415.25 through May 17, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi - v11.3.20 Live
5/15/2020 through 5/28/2020

Fund	Fund Title	Amount
010	Cash Equity Fund	-\$982.75
100	General Fund	\$1,228,488.64
103	Measure L	\$502.05
120	Library Fund	\$14,128.81
140	Expendable Trust	\$358,621.11
200	Parks Rec & Cultural Services	\$21,621.30
216	PD Misc Grants	\$102,260.48
270	Comm Dev Special Rev Fund	\$8.00
301	Gas Tax-2105 2106 2107	\$27,559.68
305	TDA - Streets	\$2,845.51
307	Federal - Streets	\$132,161.83
401	Equipment Replacement Fund	\$9,002.39
500	Electric Utility Fund	\$3,456,450.99
501	Utility Outlay Reserve Fund	\$103,345.50
504	Public Benefits Fund	\$22,705.42
508	Environmental Compliance	\$191,006.00
530	Waste Water Utility Fund	\$10,683.31
531	Waste Wtr Util-Capital Outlay	\$297,725.45
560	Water Utility Fund	\$35,827.70
561	Water Utility-Capital Outlay	\$13,540.61
590	Central Plume	\$17,222.00
600	Dial-a-Ride/Transportation	\$2,343.17
601	Transit Capital	\$41,257.30
602	Transit-Prop. 1B -PTMISEA	\$546.23
650	Internal Service/Equip Maint	\$41,333.76
655	Employee Benefits	\$41,819.41
660	General Liabilities	\$21,803.30
665	Worker's Comp Insurance	\$11,108.50
801	L&L Dist Z1-Almond Estates	\$2,536.81
Total		\$6,207,472.51

Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 5/17/2020

Fund	Description	Amount
100	General Fund	857,741.71
103	Measure L	101,620.84
120	Library Fund	11,703.70
200	Parks Rec & Cultural Services	94,739.98
270	Comm Dev Special Rev Fund	29,271.35
301	Gas Tax-2105 2106 2107	31,984.87
500	Electric Utility Fund	232,684.97
501	Utility Outlay Reserve Fund	33,724.73
530	Waste Water Utility Fund	139,032.81
560	Water Utility Fund	17,120.63
600	Dial-a-Ride/Transportation	10,662.80
650	Internal Service/Equip Maint	18,126.86
Report Total		1,578,415.25



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Minutes
a) May 20, 2020 (Regular Meeting)
b) May 20, 2020 (Special Meeting)
c) May 26, 2020 (Shirtsleeve Session)
d) June 2, 2020 (Shirtsleeve Session)

MEETING DATE: June 17, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) May 20, 2020 (Regular Meeting)
b) May 20, 2020 (Special Meeting)
c) May 26, 2020 (Shirtsleeve Session)
d) June 2, 2020 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through D, respectively.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 20, 2020**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of May 20, 2020, was called to order by Mayor Kuehne at 6:44 p.m.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

NOTE: Mayor Pro Tempore Nakanishi participated in the meeting via teleconference.

C-2 Announcement of Closed Session

- a) Pending Litigation: Government Code §54956.9(a); one case; Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD
- b) Pending Litigation: Government Code §54956.9(a); one case; Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

C-3 Adjourn to Closed Session

At 6:44 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:57 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Item C-2a) and C-2b) were discussion with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of May 20, 2020, was called to order by Mayor Kuehne at 7:00 p.m.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

NOTE: Mayor Pro Tempore Nakanishi arrived at 7:12 p.m. Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, the meeting was available for viewing by the public via

livestream at www.facebook.com/cityoflodi; the opportunity for public comment was available through councilcomments@lodi.gov.

B. Presentations – None

- C. Consent Calendar (Reading; Comments by the Public; Council Action) All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

Council Member Mounce made a motion, second by Council Member Chandler, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, and Mayor Kuehne

Noes: None

Absent: Mayor Pro Tempore Nakanishi

- C-1 Receive Register of Claims for April 17, 2020 through April 30, 2020 in the Amount of \$6,454,618.58 (FIN)

Claims were approved in the amount of \$6,454,618.58.

- C-2 Approve Minutes (CLK)

The minutes of April 28, 2020 (Shirtsleeve Session), April 29, 2020 (Special Meeting), and May 5, 2020 (Shirtsleeve Session) were approved as written.

- C-3 Approve Specifications and Authorize Advertisement for Bids for 2020/2021 Pavement Resurfacing Project (PW)

Approved specifications and authorized advertisement for bids for 2020/2021 Pavement Resurfacing Project.

- C-4 Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios and Portable In-Car Computers (\$45,736) (PD)

Adopted Resolution No. 2020-98 authorizing the City Manager to waive bid process and approve purchase of radios and portable in-car computers, in the amount of \$45,736.

- C-5 Adopt Resolution Approving Amendment No. 3 to Professional Services Agreement with Michael Baker International for a Phase II Subsurface Investigation and Report at 2 East Lodi Avenue for the Homeless Emergency Aid Program (HEAP) Project in an Amount Not to Exceed \$36,620 (CD)

Adopted Resolution No. 2020-99 approving Amendment No. 3 to Professional Services Agreement with Michael Baker International for a Phase II subsurface investigation and report at 2 East Lodi Avenue for the Homeless Emergency Aid Program (HEAP) Project, in an amount not to exceed \$36,620.

- C-6 Adopt Resolution Authorizing the City Manager to Approve Audit Expense, Grant Management Fee, Matching Funds, and Purchase of Additional Self-Contained Breathing Apparatus Equipment from Unexpended Funds from the 2019 Assistance to Firefighter Grant Awarded to Lodi Fire Department in 2019, and Further Appropriating Funds (\$4,000) (FD)

Adopted Resolution No. 2020-100 authorizing the City Manager to approve audit expense, grant management fee, matching funds, and purchase of additional self-contained breathing apparatus equipment from unexpended funds from the 2019 Assistance to Firefighter Grant awarded to Lodi Fire Department in 2019, and further appropriating funds in the amount of \$4,000.

- C-7 Adopt Resolution Authorizing City Manager to Execute Meter Services Agreement with Olameter Corporation, of Arlington, Texas, in Amount Not to Exceed \$20,000 for One Year with Automatic Annual Renewals Thereafter (EU)

Adopted Resolution No. 2020-101 authorizing the City Manager to execute Meter Services Agreement with Olameter Corporation, of Arlington, Texas, in an amount not to exceed \$20,000 for one year with automatic annual renewals thereafter.

- C-8 Adopt Resolution Ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2020/21 (PW)

Adopted Resolution No. 2020-102 ratifying the San Joaquin Council of Governments' Annual Financial Plan for Fiscal Year 2020/21.

- C-9 Receive Report Regarding Communication Pertaining to COVID-19 Fiscal Impact (CLK)

Received report regarding communication pertaining to COVID-19 fiscal impact.

- C-10 Receive Report Regarding Communication Pertaining to the Re-Opening of the City of Lodi for Business (CLK)

Item C-10 was pulled at the request of Council Member Mounce for discussion purposes.

Council Member Mounce expressed appreciation for the letter, stating that it will go a long way to convince the County and the Governor to reopen City businesses. However, she expressed disappointment that the Police Department is continuing to use staff time to enforce and educate regarding the Governor's and the County's orders; she stated that she thought that Council had agreed at the previous meeting to discontinue this practice.

Police Chief Sierra Brucia explained that when Dispatch receives calls for service regarding businesses that may or may not be violating the Governor's or County's orders, the response has been to send part-time employees to educate the businesses by referring them to the State and County websites and then to leave with no enforcement measures.

Council Member Mounce reiterated that at the last meeting, Council agreed that no more staff time would be spent; dispatchers should refer callers to the websites; and no more face-to-face calls should be made.

Council Member Chandler concurred, stating he does not want to staff time taken away from solving crimes to educate shop owners.

Mayor Pro Tempore Nakanishi stated he felt the matter had been left up to the Police

Department, adding that he felt it was not right for the City to choose which laws to enforce.

Council Member Mounce responded that this is an order, not a traditional law, and that the Sheriff's Department should be responsible for enforcing the County's orders.

Mayor Pro Tempore Nakanishi stated that he agrees that the Police Department needs to apprehend criminals and deal with the homeless, but the Council needs to use wisdom and not do something that might make the City liable.

In response to Mayor Kuehne, Chief Brucia stated that no new staff has been hired to answer citizen questions about reopening; this type of call is assigned to retired annuitants who do not handle normal calls to service; and the process is complaint driven and education only.

Mayor Kuehne stated that he feels the City should consider all of the citizens and to not respond to a citizen complaint does not represent that citizen; following up on the complaints is fine if they are handled in the regular flow of work; and he would prefer to see education handled very gently with more of a suggestion to check the websites for information.

Chief Brucia clarified that this is the direction staff has received; calls could be holding for two to four days until a retired annuitant is able to respond.

Mayor Kuehne stated that one third of the population wants to proceed as if nothing has happened, one third wants to proceed with caution, and one third does not want to do anything before a vaccine is developed; it is Council's job to be sensitive to all three groups; he does not disagree with Council Member Mounce and does not want to see resources spent on something that is not necessary; and he does not want to see heavy handed enforcement but rather directive at best. He summarized that he has heard some Council Members do not want any enforcement/education and another that wants to proceed with caution.

Council Member Chandler stated the goal is to advance the stages of businesses being open.

In response to Council Member Chandler, Chief Brucia stated the retired annuitants were already on the payroll performing various functions. He added that one of the challenges of policing is that these are friends and stores that staff patronizes and we want them to be successful and open as soon as possible, however, other agencies are patrolling and those agencies can pull their licenses; this has been a component of the education campaign.

Council Member Mounce responded that the State Board of Cosmetology and Alcoholic Beverage Control have been informing businesses owners of the orders by letter, so it is not the City's job to inform them of the risks; the part-time staff should return to working on the homelessness problem; and staff is wasting time chasing down petty complaints between business owners. She stated that the public perception is that the City ignores the homeless problem but is anxious to enforce the County's orders. She reiterated that complaints should be referred to the County for the Sheriff to enforce and education should be limited to the Partners sending letters.

Mayor Pro Tempore Nakanishi supported the idea of referring citizens to the County for enforcement issues.

City Attorney Magdich warned against opining regarding liability issues in open session and further stated that to ignore the public health orders issued by the County and the Governor would jeopardize the funds that the City is looking to receive in reimbursement. She added that San Joaquin County is submitting an attestation through variance in Phase 2 and is hoping for an

approval which would allow in dining at restaurants and destination shopping to be open by this weekend, and that a joint resolution would be discussed at the Special Meeting tonight to ask the Governor to allow San Joaquin County to let the Public Health Official to make decisions regarding the County.

Council Member Mounce supported using Partners for education by mail but stated all other issues be referred to the County for enforcement. She further stated that large gatherings are a different circumstance, but the Police Department should no longer be contacting businesses.

Council Member Mounce made a motion, second by Council Member Chandler, receive report regarding communication pertaining to the re-opening of the City of Lodi for business.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

- C-11 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21; and Set Public Hearing for June 17, 2020 (PW)

Adopted Resolution No. 2020-103 initiating proceedings for the levy and collection of assessments, Resolution No. 2020-104 approving the Annual Report, and Resolution No. 2020-105 declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21; and set public hearing for June 17, 2020.

- C-12 Set Public Hearing for June 3, 2020 to Consider Adopting a Resolution Amending the Procedures for Review of Growth Allocation Applications (CD)

Set public hearing for June 3, 2020 to consider adopting a resolution amending the procedures for review of Growth Allocation applications.

- D. Comments by the Public on Non-Agenda Items THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda. If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

Comments were received via email (filed) and read into the record from the following members of the public:

Jessica Hillskotter - reopen Lodi for the children

Philip and Wendy Diaz - reopen Lodi

Mary Keigley - reopen Lodi

Terry Wyrsh - reopen Lodi

Theresa Delp - reopen Lodi; Police enforcement of Governor's guidelines

Monica Fritz - reopen parks; Police enforcement of Shelter in Place Orders

Jenny Miller - treatment of places of worship under Governor's orders

In response to Jessica Hillskotter's email, Council Member Mounce asked staff to look at the most recent orders to see if there was some way to arrange for youth sports practices at the parks.

Mayor Pro Tempore Nakanishi concurred, stating the Center for Disease Control recently announced the virus does not easily spread on surfaces.

In response to Theresa Delp's letter, Police Chief Brucia stated the City did not hire any new annuitants; the Police Department is only doing an education campaign; and there have been no threats of fines or of shutting down businesses.

In response to Mayor Pro Tempore Nakanishi, Chief Brucia stated that in March and April, there was a 500% increase in calls; there was a 100% increase in May; the number of calls has dropped in the last couple days; calls come in on a daily basis but are held for the retired annuitants to address when available.

In response to Council Member Mounce's question regarding Jenny Miller's email on the Cross Culture Church, City Attorney Magdich stated that the orders have not addressed churches and that when the Cross Culture Church was ordered not to assemble on Palm Sunday, the State was still in Stage 1. In further response, she stated the City is operating under the State constitution and complies with the federal constitution; federal courts have found the orders are constitutional.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Mounce restated her position that there should be no more visits by the Police Department enforcing the County's and Governor's orders; only letters should be sent. She thanked the City Manager and Public Works for the removal of the BBQ at Emerson Park and expressed concerns about the homelessness problems in other areas of the City, and stated that the City needs to bring forward a plan to provide for an emergency shelter. Council Member Mounce also questioned what the current status of the parks is, considering the CDC's recent release regarding the lower rate of surface transmission of the virus.

In response to Council Member Mounce, City Manager Shwabauer stated just the playground equipment is closed in the parks and that staff would reach out to Dr. Park tomorrow concerning reopening.

Council Member Chandler reminded Council that a few months ago he helped create a public/private partnership to remove RVs from City limits. He recognized Officer Schiele's efforts on this project and stated that \$13,000 has been raised and five more vehicles have recently been removed.

Mayor Kuehne suggested looking into "No Overnight Parking" signs which have been effective in other areas for enforcement. City Manager Schwabauer stated he will have Public Works look into it.

Mayor Pro Tempore Nakanishi also expressed concern regarding the homelessness problem and stated it is going to be a challenge as the City will need finances to take care of it.

Council Member Mounce expressed frustration regarding the slow process of finding solutions to the homelessness problem; a No Place Like Home program was created when she was President of the League of California Cities three years ago, but the funds have not been put to use.

Mayor Kuehne stated that the governor is giving away money to help the homeless and to house those at risk, however, there is a matching fund portion and future funding may be a dilemma; the homelessness problem may get worse due to the revolving doors at the jails and the possibility of closing the jails and juvenile detention centers. Mayor Kuehne requested that the restrooms at the pickle ball courts be reopened. He further stated that San Joaquin County has received \$133 million through the CARES Act but has opted to hold onto those funds to see how its budget looks in August; he contacted every mayor in the County to request some of those funds and the letter to the County Board of Supervisors went out for signatures today. Mayor Kuehne also noted that a second letter has been sent to the Governor, the County Board of Supervisors, and County Public Health regarding the attestation; the COVID-19 rate is different in every city and some cities are closer to meeting the matrix than others; Lodi is in a great position to reopen. He suggested working with Salvation Army to house the homeless in a further effort to meet the matrix. He further remarked that Lodi is the only city in the County participating in the Great Plates program; Council is sometimes blamed for not doing much, but a lot has been accomplished.

F. Comments by the City Manager on Non-Agenda Items

City Manager Schwabauer reported that the City had submitted a claim to FEMA in the amount of \$277,000 for reimbursement of expenses related to the emergency response to COVID-19 from the beginning to the present. The Great Plates program claim will be almost \$600,000 through June 1, with over 200 people receiving meals through that program. He further noted that he had informed FEMA that the City will need reimbursement by June 1 or the program will have to be discontinued; the City is unable to carry the liability for any significant time, although \$380,000 is available through a CDBG grant which can be used to backstop the liability. He stated that the cities need to reach out to FEMA as one voice and that he would provide an update at next meeting.

G. Public Hearings – None

H. Regular Calendar

H-1 Receive Direction Regarding 2020 Downtown Concrete Cleaning (PW)

Public Works Director Charlie Swimley provided a presentation regarding the 2020 Downtown Concrete Cleaning Project. Specific topics of discussion included background of Downtown concrete cleaning; one bid received in an amount a little over \$20,000; impact of pandemic on City budget; scope of project; expectation of lower volume of Downtown traffic; and staff seeking Council direction on whether or not to award the contract.

Mayor Kuehne stated that the yellow concrete is very dirty and there is gum all over the brick portion; he understands the need to conserve money, however, other cities are opening their downtowns to dine outside and closing down streets to promote social distancing; and he feels this project needs to move forward to make the area safe and healthy so business will return to Downtown. He further noted that areas are typically cleaned and disinfected and offered for his company to disinfect the walls and benches with an ultra low fogger for free.

Council Member Mounce concurred, stating it would be good to close streets and allow

businesses to open up outside, but the area needs to be cleaned and sanitized.

City Manager Schwabauer stated staff has already reached out to the Downtown Business Alliance and Chamber of Commerce to discuss assistance in operating in the new environment.

City Attorney Magdich recognized Mayor Kuehne's generous offer but stated it would not be acceptable due to Fair Political Practices Commission rules.

Council Member Chandler concurred with the Mayor to move forward with the project to get Downtown cleaned up and ready for business.

H-2 Receive Direction Regarding Lease of City Property Located at 111 North Stockton Street (PW)

Public Works Director Charlie Swimley provided a PowerPoint presentation regarding the lease of City property located at 111 North Stockton Street. Specific topics of discussion included timeline and options for consideration.

An email message was received from Community Partnership for Families of San Joaquin and filed.

Due to the COVID-19 pandemic, Meredith Baker, Executive Director of Community Partnership for Families of San Joaquin (CPFSJ), and JC Phelan, representing CrossFit Lodi, attended the meeting via teleconference.

In response to Council Member Chandler, Mr. Swimley stated that the lease with Adopt-A-Child expires at the end of May and they will be renting the facility on a month-to-month basis after that.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer stated that Lodi Adopt-A-Child decided not to partner with CPFSJ and plans to submit its own RFP for the facility located at 100 East Pine Street. Mr. Swimley further clarified that Option 1 is to maintain the status quo with CrossFit continuing to operate at the Stockton Street facility and Adopt-A-Child continuing to operate at the Pine Street facility. CPFSJ would need to find a new location as their lease is expiring.

Council Member Mounce stated that she is not in favor of the Stockton Street facility being used by CPFSJ.

Ms. Baker stated that CPFSJ does not want to take the Stockton Street facility away from CrossFit, clarifying that when the group initially looked at the space CrossFit was not intending to stay. When CPFSJ learned that CrossFit intended to stay, they immediately reached out to Adopt-A-Child regarding a shared space proposal; they are willing to match what CrossFit is paying; Adopt-A-Child has an issue with serving the homeless and CPFSJ is willing to not serve the homeless at that location; they would serve youth and families, the same population served by Adopt-A-Child; if a second wave of COVID occurs, CPFSJ has been declared an essential service and would be able to continue facilitating activities; Adopt-A-Child has not responded after multiple attempts to contact them; CPFSJ will pull its interest in the Stockton Street facility if the choice is between CPFSJ and a business; and if Council chooses Option 2, CPFSJ wants to help Adopt-A-Child in areas such as school, Head Start, and employment.

In response to Council Member Chandler, Ms. Baker stated the group is unable to extend their current lease past July 31, and they are willing to pay rent on the Pine Street building and still keep Adopt-A-Child at the facility.

In response to Ms. Baker, Mr. Schwabauer stated the current rent on the Pine Street facility is \$1 per year.

In response to Council Member Chandler, Mr. Schwabauer stated there are no other City properties that could house this type of operation but that he is willing to try to broker a solution with Adopt-A-Child.

Mayor Kuehne expressed willingness to take Option 3, further stating that Adopt-A-Child should be paying rent which is close to market value. He further stated that he is amenable to an RFP for a shared facility but noted that there are no good options if Adopt-A-Child is unwilling to share the space.

In response to Council Member Chandler, Ms. Baker stated CPFSJ has been looking for a location in Lodi for multiple years before finding their current property that they now have to vacate; when the RFP option came up, they worked to submit a joint proposal, consolidating some of their other partners; the RFP process was delayed due to COVID; and also due to the pandemic, they have not been able to look for a new space in the past month.

Mr. Swimley clarified that the intent was to reconsider the bundling of the two properties for the RFP or to focus on Stockton Street. While the proposal from staff on February 5 was to bundle the properties, the intent tonight was to reconsider pulling Stockton Street out.

In response to Council Member Chandler, Mr. Schwabauer stated he would begin a conversation with Adopt-A-Child immediately concerning CPFSJ's reconfiguration of not serving the homeless.

In response to Council Member Mounce, Ms. Baker stated that CPFSJ would not take the Stockton Street facility away from CrossFit as they feel strongly that they cannot take business away from Downtown Lodi and appreciate the importance of fitness; they would only compete for a facility with other nonprofits serving the same population.

Mayor Pro Tempore Nakanishi indicated support of the concept of CPFSJ working together with Adopt-A-Child at the Pine Street facility.

Mr. Phelan thanked CPFSJ for their support and clarified that the company was purchased in April and he did not find out until later that other groups were interested in the facility.

Council Member Mounce indicated support for executing an agreement with CrossFit for the Stockton Street facility and to trying to find a solution for CPFSJ and Adopt-A-Child to work together at the Pine Street facility.

NOTE: At 8:58 Mayor Kuehne called a recess. The meeting resumed at 9:05.

H-3 Presentation of the Draft Fiscal Year 2020/21 Budget and Fiscal Plan (DCM)

City Manager Schwabauer provided a brief introduction, stating the budget presentation is normally handled in several Shirtsleeve presentations, but with the current environment, this year's presentation would be given at one time. He noted that a budget is a projection based on revenue and expenses, and while expenses are known, revenues are unknown due to the pandemic. There are two ways to deal with the uncertainty: (1) estimate how far out of budget the City is and call for cuts in salaries and programs; or (2) devise a disciplined budget and use reserves. The budget estimate presented is the same as last year, though staff knows that will not be the case. The plan is to rely on reserves to make up any deficit until September, at which

time staff will return with an early mid-year budget adjustment.

Council Member Mounce stated that in the past, Council received a series of presentations from the Department Heads but the City has slowly gotten away from that practice. She stated Council appreciated every Department Head explaining their needs and plans and she feels it is important that Council have the opportunity to weigh in so that their wishes are reflected in the final budget when it is presented for adoption.

Mr. Schwabauer clarified that the budget is only being presented tonight; no action is requested.

Deputy City Manager Andrew Keys provided a PowerPoint presentation regarding the draft Fiscal Year 2020/21 Budget and Financial Plan. Specific topics of discussion included overview; General Fund assumptions, revenues, expenditures, and key inputs; Measure L; Vehicle Replacement Fund; five-year forecast summary, assumptions, revenue, expenses, fund balance, Pension Stabilization Fund, risks/opportunities, and conclusions.

Council Member Mounce noted that the budget is no longer laid out by department and that tabs would be helpful in the future.

Mayor Kuehne indicated support for the suspension of the year-end PARS contribution.

In response to Council Member Mounce regarding the loss of two Dispatchers, Police Chief Sierra Brucia stated that the department currently has 15 fully-trained Dispatchers and two are in training; overtime costs may increase but they are prepared to operate at this level.

In response to Council Member Mounce regarding vehicle replacement funding, Chief Brucia clarified that the reduced funding will not affect officer safety; seven replacement vehicles are currently being outfitted to join the fleet; and replacements are being deferred in Code Enforcement, Animal Control, and unmarked vehicles. Council Member Mounce stated that it is important to set aside funds for the replacement of assets and that she hopes that deferring those funds will only be for the short term.

In response to Council Member Mounce regarding vehicle replacement funding, Fire Chief Gene Stoddart stated an engine is being delivered this summer and another will be delivered next year; at that time their oldest engine will be a 2016 model; deferring replacement funding will hurt in the future when a replacement is due in 2024 but they may be able to pursue other options such as leasing.

In response to Council Member Mounce regarding elimination of the 4th of July celebration rather than a postponement until September, Mr. Schwabauer stated he would investigate and report back with an answer.

In response to Council Member Mounce, Chief Stoddart stated depreciation is 15 years on an engine on the front line and five years in reserve.

In response to Mayor Kuehne's observation that a 5.2% reduction in revenues seems very optimistic, Mr. Keys explained that part of it is based on the ability to draw on reserves, and part of it is based on savings. For example, the budget reflects funds for full staffing but the City is currently staffed at 90-95% and that only critical and essential positions will be filled.

In response to Council Member Mounce, Mr. Keys clarified that no changes have been made to employee compensation agreements and that the budget factors in raises.

In response to Mayor Kuehne, Mr. Keys stated that the General Fund relies on late fee revenue of \$1 million but no late fees have been assessed since mid-March; notices are still being sent out but no action is being taken; and the HEROES Act at the federal level prohibits disconnections and penalties.

Budget Manager Susan Bjork provided a PowerPoint presentation on Electric Utility overview, revenue, expenses, capital projects, and reserves; Water utility overview, revenue, expenses, capital projects, and reserves; Wastewater utility overview, revenues, expenses, capital projects, and reserves; Transit overview, revenue, expenses, and capital expenditures; Streets overview, revenue, expenses, and capital projects; Community Development overview, revenue, and expenses; Parks, Recreation and Cultural Services overview, revenue, and expenses; Library overview, revenue, and expenses.

In response to Council Member Mounce, Public Works Director Swimley stated the Electrician position in Wastewater is permanent, as it is not tied to a particular project and will be used to address the aging facility.

In response to Mayor Kuehne, Mr. Swimley stated the requested commercial mower would be used to mow retention basins; new developments are required to install basins which are not used for recreation or maintained by the Parks Division.

In response to Mayor Pro Tempore Nakanishi, Mr. Schwabauer stated that there is no limit on the reserves a utility can have, but the City has set a policy to have reserves at a certain level; the City tries to pay ahead rather than get a bond for projects; the limit of the reserves is based on the City's long-term expense profile; the City is experiencing an increase in unpaid utility bills and is able to utilize the reserve for that; reserves are required for bond covenants and are necessary for unforeseen accidents.

In response to Council Member Mounce, Mr. Swimley stated that the program for free bus rides for students is continuing; there has been a reduction in ridership due to the school closures, but students are still utilizing the program.

In response to Council Member Chandler, Mr. Swimley stated that the recently-approved Pavement Repair Program is a \$300,000 project that will include fixing the worst areas of Lower Sacramento Road; with the use of SB 1 funding, the City should have enough capital built up in the next two years to be able to resurface Lower Sacramento Road from Kettleman Lane to Turner Road.

Mr. Schwabauer congratulated Ms. Bjork on the budget receiving the Government Finance Officers' Award of Excellence.

I. Ordinances

- I-1 Adopt Ordinance No.1977 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 17 - Development Code, by Repealing and Reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety" (CLK)

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1977 entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi

Municipal Code Title 17 - Development Code, by Repealing and Reenacting Section 17.18.020 - Purposes of Residential Zoning Districts, Section 17.20.030 - Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 - Commercial District General Development Standards, and Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety" which was introduced at a regular meeting of the Lodi City Council held May 6, 2020.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: Council Member Mounce

Absent: None

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:31 p.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MAY 20, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of May 20, 2020, was called to order by Mayor Kuehne at 10:31 p.m.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Regular Calendar

B-1 Discuss City's Response to COVID-19 and Adopt Joint Resolution with San Joaquin County Petitioning the Governor to Allow the County to Draft and Implement Local Directives to Allow Individuals, Businesses, Houses of Worship, and Schools to Resume Activities During the COVID-19 Pandemic in a Manner that Does Not Menace Public Health (CM/CA)

City Manager Schwabauer provided an introduction regarding the implementation of local directives to allow certain activities during the COVID-19 pandemic, explaining there has been a request to allow counties to have an earlier opening related to their individual matrix rather than the Statewide matrix.

City Attorney Magdich reported that the San Joaquin County Board of Supervisors is seeking to adopt a joint resolution with the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy petitioning the Governor to allow counties to develop and implement local directives to allow individuals, businesses, houses of worship, and schools to resume activities in a manner that does not menace public health. The cities have either adopted the joint resolution or plan to at their next meeting. She further noted that at the County level, Dr. Park will be submitting the attestation under the new variance under the Governor's pandemic roadmap.

In response to Council Member Chandler, Ms. Magdich stated if the State Public Health Official approves the County application, all retail will be allowed under certain criteria.

Council Member Mounce indicated her support of the joint resolution.

In response to Council Member Mounce's question regarding the Atwater City Council sanctuary city declaration, Ms. Magdich stated that while she is sure the Atwater City Council had reasons for the declaration, local jurisdictions cannot override County or State orders without jeopardizing funding.

Mayor Pro Tempore Nakanishi indicated his support of the joint resolution.

Ms. Magdich stated that the boards of supervisors of eight California counties are putting together similar resolutions; additionally, more information has been received on a local level showing flattening of the curve and the ability to handle an uptick in COVID-19 cases.

An email was received (filed) and read into the record from Alex Aliferis in support of reopening

Lodi businesses, places of worship, and club meetings.

Ms. Magdich clarified that the resolution does not allow the City to reopen; it is a request to the Governor for local control over reopening.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt joint Resolution No. 2020-106 with San Joaquin County petitioning the Governor to allow the County to draft and implement local directives to allow individuals, businesses, houses of worship, and schools to resume activities during the COVID-19 pandemic in a manner that does not menace public health.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 10:41 p.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 26, 2020**

The May 26, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 2, 2020**

The June 2, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$85,000)

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees, in the amount of \$85,000.

BACKGROUND INFORMATION: At the March 16, 2016 meeting, Council adopted a resolution awarding the contract for rental and cleaning of uniforms for certain employees to Cintas Corporation No. 3, of Stockton, in the amount of \$71,995. The original contract had a two-year term expiring June 30, 2018 and included the option to extend for three additional one-year terms.

The current contract includes uniforms for Facilities Services, Fleet Services, Streets, Water/Wastewater, Community Center and Parks division employees, as provided in the memorandums of understanding. Seat covers, rags, towels, and floor mats used in the Fleet Services and Parks Equipment Maintenance shops are also included in the contract. A summary of contract activity and associated Council actions is reflected below.

At the September 20, 2017 meeting, Council authorized Amendment No. 1 that added \$75,000 to the contract to cover increased rental costs associated with the City converting to Class III, high-visibility shirts to comply with Occupational Safety and Health Administration safety standards for working in higher speed roadways. The Class III shirts were included as an optional bid item in the original bid and are approximately twice the cost per unit of the original orange shirts since they are made using a highly reflective material which must be replaced more frequently as they are laundered.

At its June 6, 2018 meeting, Council authorized Amendment No. 2 that added the necessary funding to exercise the first authorized contract extension through June 30, 2019. Amendment No. 3, approved by Council on September 19, 2018, allowed for annual increases in the contract prices based on the Consumer Price Index (CPI), not to exceed five percent to account for increases in the State minimum wage. Amendment No. 4, approved by Council on July 17, 2019, implemented annual increases in the contract prices based on the CPI and added \$80,000 to the contract amount.

If approved, Amendment No. 5 will add \$85,000 to the existing contract amount of \$301,995, for a total contract amount of \$386,995 (approximately \$77,400 per year), and extend the term through June 30, 2021. This is the last term extension allowed per the contract and staff plans to rebid this service in early 2021.

APPROVED: _____
Stephen Schwabauer, City Manager

Staff recommends authorizing City Manager to execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees, in the amount of \$85,000.

FISCAL IMPACT: This contract is an annual budgeted expense.

FUNDING AVAILABLE: Funding is available in the appropriate operating budgets (10051000, 65055000, 30156001, 53053001, 53053003, 56052001, 56052005, 20071402, 20072001, 20072202, 20072203, 20072300).

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

CES/RAY/tw
Attachment

AMENDMENT NO. 5

CINTAS CORPORATION NO. 3
UNIFORM RENTAL SERVICES CONTRACT

THIS AMENDMENT NO. 5, made and entered this ____ day of July, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CINTAS CORPORATION NO. 3, a Nevada corporation, qualified to do business in California (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Uniform Rental Services Contract on May 12, 2016, Amendment No. 1 on October 4, 2017, Amendment No. 2 on July 30, 2017, Amendment No. 3 on October 9, 2018, and Amendment No. 4 on August 14, 2019 (collectively, the "Agreement") attached hereto as Exhibit 1, 1A, 1B, 1C, and 1D respectively, and made a part hereof; and
2. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2021; and
3. WHEREAS, CITY requested to increase the fees by \$85,000, for a total contract amount of \$386,995, for additional employee uniforms and uniform changes; and
4. WHEREAS, CITY and CONTRACTOR agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 5 on the date and year first above written.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

CINTAS CORPORATION NO. 3,
a Nevada corporation,
Hereinabove called "CONTRACTOR"

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____
RANDY GLAVIN
General Manager

Attest:

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

**UNIFORM RENTAL SERVICES
2016-2018**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "CINTAS CORPORATION NO. 3", herein referred to as the "Contractor."

WITNESSETH

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600 "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - Deleted

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

BID PROPOSAL ITEMS

BID ITEM 1. SHIRTS

BID ITEM TYPE, DESCRIPTION	Column A UNIT COST PER WEEK (1 unit= 5 Items/week)	Column B EMPLOYEE COUNT	BID ITEM COST PER WEEK (Column A x Column B)
65/35 POLO PIQUE SHORT SLEEVE	\$2.981	14	\$41.73
65/35 POLYESTER/COTTON SHORT SLEEVE BUTTON UP SHIRTS WITH POCKET (15) (MICROPATTERN)	\$2.013	5	\$10.07
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, WITH POCKET (KHAKI, BLUE, ETC)	\$2.013	8	\$16.10
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT WITH POCKET (KHAKI, BLUE, ETC)	\$2.013	25	\$50.33
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$2.013	16	\$32.21
SHORT SLEEVE 65/35 POLYESTER/COTTON BLEND SHIRT, ORANGE IN COLOR, WITH POCKET	\$2.013	15	\$30.20
LONG SLEEVE 65/35 POLYESTER/COTTON BLEND BUTTON UP DRESS SHIRT	\$2.805	8	\$22.44
MAKE UP CHARGES FOR SEASONAL CHANGES (IF ANY) PER ITEM	\$1.529	1	\$N/A
TOTAL BID ITEM 1. PER WEEK			\$203.08

BID ITEM 2. PANTS

BID ITEM TYPE, DESCRIPTION	Column A	Column B	BID ITEM COST PER WEEK
	UNIT COST PER WEEK (1 unit= 5 Items/week)	EMPLOYEE COUNT	(Column A x Column B)
14 5 OZ. PRE-SHRUNK COTTON DENIM JEANS	\$3.256	56	\$182.34
PANTS 65/35 POLY/COTTON	\$2.299	9	\$20.69
PANTS 65/35 POLY/COTTON CARGO	\$3.586	21	\$75.31
SHORTS POLY/COTTON CARGO	\$3.586	14	\$50.20
TOTAL BID ITEM 2. PER WEEK			\$328.54

BID ITEM 3. JACKETS & COVERALLS

BID ITEM TYPE AND DESCRIPTION	BIDDERS DESCRIPTION & ITEM NUMBER	Column A	Column B	BID ITEM COST PER WEEK
		UNIT COST PER WEEK (1 unit= 5 Items/week)	EMPLOYEE COUNT	(Column A x Column B)
WAIST LENGTH JACKET 65/35 POLY/COTTON TWILL, QUILTED LINING	JACKET ITEM 677	\$.872	8	\$6.98
TWO (2) JACKETS PER EMPLOYEE				
TOTAL BID ITEM 3. PER WEEK				\$6.98

BID ITEM 4. FLOOR MATS, RAGS, & MISCELLANEOUS

ITEM TYPE, DESCRIPTION	BIDDERS DESCRIPTION	UNIT COST PER WEEK (1 unit= 5 Items/week)	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
RAGS, 18X18 WIPERS (BAG OF 25)	COTTON SHOP TOWEL ITEM 5160	\$1.525	8	\$12.20
BAR TOWELS (BAG OF 25)	TERRY TOWEL ITEM 2700	\$3.20	4	\$12.80
3X5 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	3X5 MAT	\$2.038	18	\$36.68
4X6 FLOOR MATS, WEEKLY CHANGE COSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	4X6 MAT	\$2.517	12	\$30.20
3X10 FLOOR MATS, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	3X10 MAT	\$2.996	6	\$17.98
2X3 FLOOR MAT, WEEKLY CHANGE CONSISTS OF COLLECTION OF FLOOR MATS AND DELIVERY	2X3 MAT	\$1.75	1	\$1.75
DRY MOP 36"	36" MOP	\$.968	1	\$.97

**TOTAL BID ITEM 4.
PER WEEK**

\$112.58

BID ITEM 5. PATCHES & EMBROIDERING

ITEM TYPE, DESCRIPTION	BIDDERS DESCRIPTION	UNIT COST PER WEEK (1 unit= 5 Items/week)	UNIT COUNT	TOTAL COST COUNT TIMES UNIT COST
SUPPLY AND ATTACH PUBLIC WORKS AND/OR PARKS DEPARTMENT SHOULDER PATCH		\$3.50	704	\$2,464.00
SUPPLY AND ATTACH NAME PATCH		\$1.529	704	\$1,076.42
COST TO EMBROIDER "CITY OF LOO" AND EMPLOYEE NAME ON POLO SHIRTS		\$3.50	209	\$731.50
TOTAL BID ITEM 5.				
*One Time Service Only; Not a weekly item.				\$4,271.92

BID PROPOSAL TOTALS	
ITEMS 1, 2, 3, 4 and 5.	
TOTAL BID ITEM 1. PER WEEK	\$203.08
TOTAL BID ITEM 2. PER WEEK	\$328.54
TOTAL BID ITEM 3. PER WEEK	\$6.98
TOTAL BID ITEM 4. PER WEEK	\$112.58
SUBTOTAL ITEMS 1, 2, 3, & 4	\$651.18
SUBTOTAL WEEKLY COST	\$651.18
TOTAL BIENNIAL COST (WEEKLY COST X 104)	\$67,722.72
SALES TAX (IF APPLICABLE)	N/A
TOTAL BID ITEM 5. (ONE TIME ONLY)	\$4,271.92
GRAND TOTAL (TOTAL BIENNIAL COST PLUS TOTAL BID ITEM 5.)	\$71,994.64

OPTIONAL BID ITEM (Not Counted in Bid Total)

ITEM TYPE, DESCRIPTION, & APPROX. COUNT	BIDDERS DESCRIPTION	UNIT COST PER WEEK	UNIT COUNT	TOTAL COST PER WEEK
ANSI CLASS 2 HIGH VISIBILITY SHORT SLEEVE WORK SHIRT	ITEM 65386	\$.85	15	\$12.75
ANSI CLASS 2 HIGH VISIBILITY LONG SLEEVE WORK SHIRT	ITEM 65386	\$.85	16	\$13.60
ANSI CLASS 3 HIGH VISIBILITY SHORT SLEEVE WORK SHIRT	ITEM 65418	\$.90	15	\$13.50
ANSI CLASS 3 HIGH VISIBILITY LONG SLEEVE WORK SHIRT	ITEM 65418	\$.90	16	\$14.40

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - Deleted

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS JULY 1, 2016 THROUGH JUNE 30, 2018.

BY MUTUAL AGREEMENT, THE CITY AND THE CONTRACTOR MAY ENTER INTO THREE (3) ONE YEAR EXTENSIONS.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

[Signature]

By

[Signature]
Stephen Schwabauer
City Manager

By Randy Gackler

Date:

5/1/16

Attest

[Signature]

Title

[Signature]
Jennifer M. Ferraiolo
City Clerk

(CORPORATE SEAL)

Approved as to form

Janice D. Magdich
City Attorney

AMENDMENT NO. 1

CINTAS CORPORATION NO. 3
UNIFORM RENTAL SERVICES CONTRACT

THIS AMENDMENT NO. 1, is made and entered this 4th day of ~~September~~ ^{October}, 2017, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CINTAS CORPORATION NO. 3, a Nevada Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Uniform Rental Services Contract (the "Agreement") on May 12, 2016, as set forth in Exhibit 1, attached hereto and made part hereof; and
2. WHEREAS, CITY requested to increase the fees by \$75,000, for a total contract amount of \$146,995, for additional employee uniforms and uniform changes, within the existing fee schedule; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the fees of the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

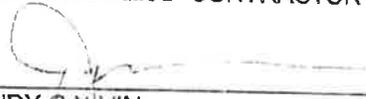
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
Herein above called "CITY"



STEPHEN SCHWABAUER
City Manager

CINTAS CORPORATION NO. 3,
a Nevada Corporation
Hereinabove called "CONTRACTOR"



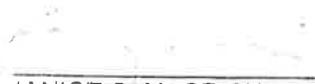
RANDY GALVIN
General Manager

Attest:



JENNIFER M. FERRAILO
City Clerk

Approved as to Form:



JANICE D. MAGDICH
City Attorney

AMENDMENT NO. 2

CINTAS CORPORATION NO. 3
UNIFORM RENTAL SERVICES CONTRACT

THIS AMENDMENT NO. 2 ^{July} TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 30th day of June 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY"), and CINTAS CORPORATION NO. 3, a Nevada Corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Uniform Rental Services Contract on May 12, 2016 and Amendment No. 1 on October 4, 2017 (collectively the "Agreement"), as set forth in Exhibit 1 and 1A, attached hereto and made part hereof; and
2. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2019; and
3. WHEREAS, CITY seeks to increase the fees by \$75,000, for a total contract amount of \$221,995; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth herein; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

CINTAS CORPORATION NO. 3,
a Nevada Corporation,
Hereinabove called "CONTRACTOR"


STEPHEN SCHWABAUER
City Manager


Randy Glavin
General Manager

Attest:


JENNIFER M. FERRAILO
City Clerk

Approved as to Form


JANICE D. MAGDICH
City Attorney

AMENDMENT NO. 3

CINTAS CORPORATION NO. 3
UNIFORM RENTAL SERVICES CONTRACT

THIS AMENDMENT NO. 3, made and entered this 9th day of October, 2018, by and between the -CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CINTAS CORPORATION NO. 3, a Nevada corporation, qualified to do business in California (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Uniform Rental Services Contract on May 12, 2016, Amendment No. 1 on October 4, 2017 and Amendment No. 2 on July 30, 2017 (collectively, the "Agreement") attached hereto as Exhibit 1, 1A and 1B respectively, and made a part hereof; and
2. WHEREAS, CONTRACTOR has requested prices under the Agreement be increased annually in a percentage amount equal to the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California, All Items (1982-1984+100) for the twelve month period ending December 31 of the preceding calendar year, not to exceed 5%; and
3. WHEREAS, CONTRACTOR requests the fee increase set forth above be effective as of the date and year first above written; and
4. WHEREAS, CITY agrees to said amendments.

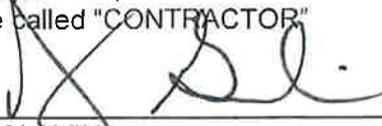
NOW, THEREFORE, the parties agree to amend the not to exceed amount under the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

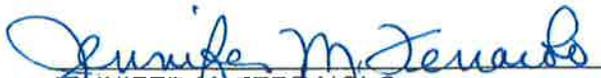
CITY OF LODI, a municipal corporation
Herein above called "CITY"

CINTAS CORPORATION NO. 3,
a Nevada corporation,
Hereinabove called "CONTRACTOR"

By: 
STEPHEN SCHWABAUER
City Manager

By: 
RANDY GLAVIN
General Manager

Attest:


JENNIFER M. FERRAILO
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney 

CINTAS CORPORATION NO. 3
UNIFORM RENTAL SERVICES CONTRACT

THIS AMENDMENT NO. 4, made and entered this 14th day of August, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CINTAS CORPORATION NO. 3, a Nevada corporation, qualified to do business in California (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Uniform Rental Services Contract on May 12, 2016, Amendment No. 1 on October 4, 2017, Amendment No. 2 on July 30, 2017, and Amendment No. 3 on October 9, 2018 (collectively, the "Agreement") attached hereto as Exhibit 1, 1A, 1B, and 1C respectively, and made a part hereof; and
2. WHEREAS, CONTRACTOR prices may be increased annually in a percentage amount equal to the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California, All Items (1982-1984+100) for the twelve month period ending December 31 of the preceding calendar year, not to exceed 5%; and
3. WHEREAS, CONTRACTOR requests the fee increase set forth above be effective as of the date and year first above written; and
4. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2020; and
5. WHEREAS, CITY requested to increase the fees by \$80,000, for a total contract amount of \$301,995, for additional employee uniforms and uniform changes; and
6. WHEREAS, CITY and CONTRACTOR agree to said amendment; and

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 4 on the date and year first above written.

CITY OF LODI, a municipal corporation

Herein above called "CITY"

By: [Signature]
STEPHEN SCHWABAUER
City Manager

CINTAS CORPORATION NO. 3,

a Nevada corporation,
Hereinabove called "CONTRACTOR"

By: [Signature]
RANDY GLAVIN
General Manager

Attest:

[Signature]
JENNIFER M. FERRAILO
City Clerk

Approved as to Form:

[Signature]
JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE AMENDMENT
NO. 5 TO CONTRACT WITH CINTAS CORPORATION NO. 3, OF
STOCKTON, FOR RENTAL AND CLEANING OF UNIFORMS FOR
CERTAIN FIELD AND WAREHOUSE EMPLOYEES

=====

WHEREAS, at the March 16, 2016 meeting, Council adopted a resolution awarding the contract for rental and cleaning of uniforms for certain employees to Cintas, of Stockton, in the amount of \$71,995; and

WHEREAS, at the September 20, 2017 meeting, Council authorized Amendment No. 1 that added \$75,000 to the contract to cover increased rental costs associated with the City converting to Class III, high-visibility shirts to comply with Occupational Safety and Health Administration safety standards for working in higher speed roadways; and

WHEREAS, at the June 6, 2018 meeting, Council authorized Amendment No. 2 that extended the contract term by one year, through June 30, 2019 and added \$75,000 to the contract; and

WHEREAS, at the September 19, 2018 meeting, Council authorized Amendment No. 3 that allowed for an increase in the contract prices based on the Consumer Price Index for all urban consumers for San Francisco-Oakland-San Jose, California (CPI) for the 12-month period ending December 31, 2019, not to exceed five percent; and

WHEREAS, at the July 17, 2019 meeting, Council authorized Amendment No. 4 that allowed for an increase in the contract prices based on the Consumer Price Index for all urban consumers for the 12-month period ending December 31, 2019, not to exceed five percent, extended the term by one year, through June 30, 2020 and added \$80,000, for a total contract amount of \$301, 995; and

WHEREAS, the current contract includes uniforms for Facilities Services, Fleet Services, Streets, Water/Wastewater, Community Center and Parks division employees, as provided in the memorandums of understanding. Seat covers, rags, towels, and floor mats used in the Fleet Services and Parks Equipment Maintenance shops are also included in the contract; and

WHEREAS, Amendment No. 5 will extend the term of the Agreement through June 30, 2021 and increase the fees by \$85,000, for a total contract amount of \$386,995, for additional employee uniforms and uniform changes; and

WHEREAS, staff recommends authorizing City Manager to execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 5 to Contract with Cintas Corporation No. 3, of Stockton, for rental and cleaning of uniforms for certain field and warehouse employees; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas for Transit Operations Services

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas, for Transit operations services.

BACKGROUND INFORMATION: On June 8, 2017, the City Council authorized a Professional Services Agreement with MV Transportation, Inc. to provide transit operations services in the City. The agreement is for a three-year term with the option to extend the agreement for two additional one-year terms. The original Professional Services Agreement is available for review at the following link: <https://www.loadi.gov/DocumentCenter/View/3502/MV-Transportation-Inc--PSA-Amend-No-1-Exh-1>

MV Transportation, Inc. has provided high quality fixed-route and paratransit services over the initial term of the agreement. The local and regional MV Transportation, Inc. team has been committed to delivering safe and high quality transit service to Lodi and its residents. Most recently, MV Transportation, Inc.'s local and regional team partnered with City Transit Staff to make changes and accommodate the need to provide essential transit services in a safe and conforming environment through the COVID-19 pandemic. While service has been reduced to address ridership declines, MV Transportation, Inc. is ready to assume full operations services when a new normal resumes in a post pandemic world. While we don't know exactly what the transit footprint will look like moving forward, MV Transportation, Inc. is committed to adhering to the safety, hygiene, and social distancing measures that have become the new standard in the delivery of transit services.

In addition to agreeing to the one-year extension, MV Transportation, Inc. has also agreed to several minor adjustments in the terms of its existing agreement to further improve service. The cost adjustment for Option Year 1 is based on 80 percent of the annual change in Consumer Price Index (CPI) for all Urban Consumers from San Francisco – Oakland – Hayward (formerly San Jose), California area. The annual change for this period is 3.31 percent. The total allowed increase (based on 80 percent of the annual change) is 2.678 percent to the fixed hourly rate for Vehicle Revenue Hours and to the fixed Monthly Expenses.

Staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas.

FISCAL IMPACT: Transit operations will realize an annual cost increase of less than \$50,000 that will be funded with a combination of State and Federal Transit funds.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Costs for this one-year extension are included in the Fiscal Year 2020/21 budget in Transit operating.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Georgia Graham, Transportation Manager
CES/GG/tc
Attachment

AMENDMENT NO. 1

MV TRANSPORTATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MV TRANSPORTATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 8, 2017 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to amend the Fee Schedule and Scope of Services, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CITY also requested to extend the term of the Agreement through June 30, 2021; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

MV TRANSPORTATION, INC., INC., a California
corporation
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

ROBERT A. PAGOREK
Chief Financial Officer

Attest:

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



Fee Schedule and Scope of Service Amendments

1. Article 3 – Cost Proposal for Option Year 1:
 - \$42.30** fixed hourly rate per Vehicle Revenue Hour
 - \$45,136.66** fixed monthly rate
2. Vehicle revenue hours and miles shall be tracked, calculated, verified and reported based on the requirements and definitions in the 2018 NTD Policy Manual for Reduced Reporters. Vehicle revenue hours and miles shall not include: deadhead miles and hours including leaving or returning to garage or other facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, operator training, and driver lunches and rest breaks.
3. MV shall make necessary changes to their telephone system to ensure adherence to FTA guidance to achieve minimal telephone hold times of no more than three (3) minutes. Secondary holds shall be avoided. Monthly telephone system reports shall include calls answered by one-minute increments up to six minutes.
4. MV shall ensure City is provided access and updates to Trapeze software and all re-certifications shall be automatic.
5. Costs for TransitMiner – a software system that was not implemented, shall be removed from the contract and cost proposal.
6. Vehicle Cleaning, Contract Section 3.2– Contract shall be amended to include following:
 - a. Add in Daily Servicing: “6. All vehicle interior contact points shall be disinfected with a germicidal product approved for use against COVID-19 from the Environmental Protection Agency (EPA) - approved list, as agreed upon by City and Contractor.”
 - b. Add in Detailing: “Remove any and all foreign materials from the seats and other interior areas of the vehicle and clean the vehicle thoroughly, using a steam cleaning system suitable for vehicles with cloth seats. Contractor to provide detailed monthly vehicle detailing report to include dates, buses detailed, and verification in the form of invoices, time sheets or any other methods acceptable by City.”

7. Additional Assessments shall be added for:
 - a. Safety – Operator failure to secure carts in vehicle. \$50
 - b. ADA Regulations – Operator failure to call out stops [when the automated announcer is inoperable]. \$50
 - c. Vandalism/Graffiti Inspection – Operator failure to report graffiti or vandalism discovered during daily cleaning and post-trip inspection. \$100
 - d. Contractor to revise Daily Vehicle Inspection (DVI) forms to include full exterior and body inspection of vehicles during pre- and post-trip inspections. Any exterior damage shall be reported by operators. Anything not reported will be charged to previous days' operator. Operator failure to report vehicle damage on post-trip inspection - \$50
8. Revise Section 4 of Agreement - Accident and Incident Reporting – Change to D. Occurrences to be addressed include passenger disturbances, passenger injuries, unusual or inappropriate behavior of passengers, damage to vehicle by passengers or others, unusual occurrences on or in the vicinity of a bus stop, shelter, or transit station, or in view of the operator.
9. Reporting Requirements – Monthly Management Reports – Errors in any reporting document including the monthly, weekly, daily, Greyhound, ticket sales and re-cap reports that City rejects for correction by contractor - \$50 per occurrence.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES
AGREEMENT WITH MV TRANSPORTATION FOR
TRANSIT OPERATIONS SERVICES

=====

WHEREAS, on June 8, 2017, the City Council authorized a Professional Services Agreement with MV Transportation, Inc. to provide transit operations services in the City; and

WHEREAS, the agreement is for a three-year term with the option to extend the agreement for two additional one-year terms; and

WHEREAS, in addition to agreeing to the one-year extension, MV Transportation, Inc. has also agreed to several minor adjustments in the terms of its existing agreement to further improve service; and

WHEREAS, staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas, for Transit operations services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement with MV Transportation, Inc., of Dallas, Texas, for Transit operations services; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for Interior Improvements at Carnegie Forum (\$10,000), and Appropriating Funds (\$10,000)

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$10,000, and appropriating funds in the amount of \$10,000.

BACKGROUND INFORMATION: On February 5, 2020, Council authorized a Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$67,482. The interior improvements included wall paper removal, drywall, and paint in various areas of Carnegie Forum. After work began, Staff requested a quote for the small conference room and ceiling area on the main floor of Carnegie Forum. This work was not included in the original quote.

Due to restrictions related to COVID-19, work was temporarily halted at Carnegie Forum. Amendment No. 1, if approved, would add \$10,000 to the existing Professional Services Agreement, for a total agreement amount of \$77,482, to accommodate the additional work requested by Staff, as well as, extend the term of the agreement to allow for work to be completed after COVID-related delays.

Staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$10,000, and appropriating funds in the amount of \$10,000.

FISCAL IMPACT: This project will reduce maintenance costs and Facilities staff time of the aged wallpaper. The project does impact the General Fund.

FUNDING AVAILABLE: Appropriation Request:
General Fund Capital (GFCP-20009.Contracts): \$10,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
CES/RAY/tc
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

SCHATZ CONSTRUCTION & RESTORATION
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SCHATZ CONSTRUCTION & RESTORATION, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on February 20, 2020 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY now requests to increase the fees by an additional \$10,000, for a total amount of \$77,482.00, and amend the Scope of Services, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CITY requested to extend the term of the Agreement through December 31, 2020; and
4. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

SCHATZ CONSTRUCTION & RESTORATION, a
California corporation
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

RYAN SCHATZ
President

Attest:

PAMELA M. FARRIS, Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on February 20 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SCHATZ CONSTRUCTION & RESTORATION, a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for interior improvements at Carnegie Forum (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on January 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2020, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.5 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.6 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set

forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.7 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Rebecca Areida-Yadav

To CONTRACTOR: Schatz Construction & Restoration
 21 Houston Lane
 Lodi, CA 95240
 Attn: Ryan Schatz

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

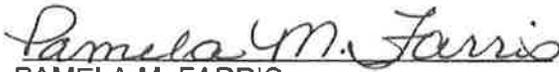
If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

///
///
///

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

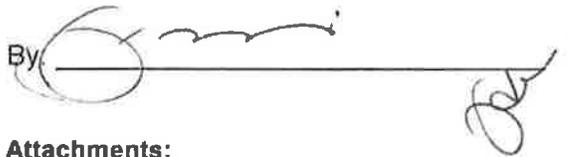
ATTEST:


PAMELA M. FARRIS
Assistant City Clerk


STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

SCHATZ CONSTRUCTION & RESTORATION,
a California corporation

By: 

By: 
Name: Ryan Schatz
Title: President

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.02.2017

Schatz Construction & Restoration

21 Houston Ln
Lodi, California 95240 United States
Ph (209) 400-7702
schatzconst.jeff@gmail.com
www.schatz-construction.com
License 984250

Estimate

Reference #43081
November 12, 2019

Client

Tiffani Butorovich
(209) 333-6706
tbutorovich@lodi.gov

Carnegie Forum

305 West Pine Street, Lodi 95240, CA United States
Interior Paint, Drywall, Wall paper removal

Estimate Overview

Scope of Work

- C1. Drywall Work
- C2. Interior Painting
- C3. Scaffolding

Subtotal
\$67,482.00

Tax
\$0.00

Grand Total
\$67,482.00

Schatz Construction & Restoration

Estimate Details

C1. Drywall Work

1. Preparation

1. 1 Scope of work to include; LOWER HALLWAY AREA BELOW FOYER, FOYER, LOBBY, SEATING AREA OUTSIDE COUNCIL CHAMBERS, NORTHEAST ENTRANCE HALLWAY, ENTRY AREA INTO RESTROOMS. The following areas are to be excluded from the scope of work, MEETING ROOM, COUNCIL CHAMBERS.

Cover flooring with papers or plastic sheet. All floors and walkways to be protected at all times.

Notes

- All debris and plastic to be removed and hauled away by Contractor.
- Job site should be free of furniture or material for the working areas or surfaces.
- Cover windows with plastics sheet.

2. Taping & Finish

2. 1 All walls to be primed after wallpaper removal and prior to any drywall compound being applied. Apply topping compound to all affected ares and spray texture finish. Texture to be a spray texture to match existing texture as close as possible.

Notes

- May not be able to match 100% to existing texture

C2. Interior Painting

1. Interior Preparation

1. 1 Remove existing wallpapers, scrape away possible loose paint and patch/caulk small holes. Primer all walls where wallpaper removal has occurred.

1. 2 Temporarily remove outlets and switch covers and install them back upon finish.

Notes

- Assume the wall finish behind wall covering is at good condition and no major work is required except minor patching on small holes (e.g. nail hole).
- Cover floor with plastics or/and drop cloths.
- Cover windows with plastic.
- Lay drop cloths on ground under immediate painting areas.
- Furniture and window drapery will be covered and protected.
- Client(s) are responsible to remove all furniture and belongings away from areas being painted

Schatz Construction & Restoration

2. Interior Painting

2.1 Once texture is complete. Prime 1 coat and paint 2 coats to the applicable surfaces. Color to be matched to existing color unless otherwise specified by Client.

Notes:

- Apply one primer and two additional coats of finish paint.
- NOT include garage walls and ceilings, garage doors, main entry doors, window, window sash, window grid, window frame, floor, stairs (e.g. tread, risers, pickets and railings), cabinets, storage shelves, organizers, bath vanity, fireplace (e.g. brick and mantels), wall tiles and bricks, stain grade wall panels, furniture unless, they are specifically included in this proposal.

3. Scaffolding

1. Name your 1st item

1.1 Scaffolding erection

Notes:

- Scaffolding to be supplied by contractor and erected at beginning of project in main entry way, and will remain until project completion.

Schatz Construction & Restoration

Project Duration

51 to 71 working days with the anticipated project duration with some reasonable conditions. Some of the reasonable conditions include: material supply, 3rd party installation delay, weather delay, neighbor complaints, unclear contract document discrepancy or change of work scopes.

Payment Schedule

Payment #	Description	Amount
#1	Payment	\$1,000.00
#2	Payment due upon completion of wallpaper removal and wall primer	\$23,367.00
#3	Payment due upon completion of Painting	\$20,367.00
#4	Payment due upon completion of site cleanup and waste removal.	\$6,743.00

Exclusions

Any work that is not specifically included in Scope of Work shall not be an part of this Contract.

General Terms



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts (Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Schatz Construction & Restoration
 21 HOUSTON LN
 Lodi, CA 95240 US
 Schatzconst.crissy@gmail.com
 www.schatz-construction.com

Estimate



ADDRESS
 City Of Lodi - Main Location
 221 W Pine St
 Lodi, CA 95240 United States

SHIP TO
 City Of Lodi - Main Location
 221 W Pine St
 Lodi, CA 95240 United States

ESTIMATE #	DATE	EXPIRATION DATE
1002	03/02/2020	03/31/2020

P.O. NUMBER
 Addendum - Carnegie Fourm

SALES REP
 Ryan Schatz

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
03/02/2020	Services	Addendum - Carnegie Forum (Side Room) Remove wallpaper, prime and texture walls where wallpaper was removed. Paint 2 coats, walls only. (Trim and ceiling excluded.)	1	8,000.00	8,000.00
03/23/2020	Services	Remove and Replace the corner bead metal on the drop soffit in the main entry. Float and texture affected areas. Primer and paint to match existing ceiling	1	2,000.00	2,000.00
					Subtotal: 10,000.00

Addendum - Carnegie Fourm TOTAL **\$10,000.00**

Accepted By

Accepted Date

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE AMENDMENT
NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH
SCHATZ CONSTRUCTION & RESTORATION, OF LODI, FOR INTERIOR
IMPROVEMENTS AT CARNEGIE FORUM; AND FURTHER
APPROPRIATING FUNDS

WHEREAS, on February 5, 2020, Council authorized a Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum which included wall paper removal, drywall, and paint in various areas, in the amount of \$67,482; and

WHEREAS, due to restrictions related to COVID-19, work was temporarily halted at Carnegie Forum; and

WHEREAS, Amendment No. 1 would add \$10,000 to the existing Professional Services Agreement, for a total agreement amount of \$77,482, to accommodate the additional work requested by staff, as well as, extend the term of the agreement to allow for work to be completed after COVID-related delays; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$10,000; and

WHEREAS, staff also recommends that the City Council appropriate funds in the amount of \$10,000, from the fund balance of General Fund Capital (GFCP-20009.Contracts) for fiscal year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$10,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for interior improvements at Carnegie Forum, in the amount of \$10,000, as set forth above; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Tri-City Power Inc., for the Support of the City's Uninterrupted Power Supplies in the City's Main Data Center, Police Server Room and Lodi Electric Utility Operations Center (\$36,734.08)

MEETING DATE: June 17, 2020

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Tri-City Power Inc., for the support of the City's uninterrupted power supplies in the City's main data center, police server room, and Lodi electric utility operations center (\$36,734.08).

BACKGROUND INFORMATION: The City currently uses an uninterruptible power supply (UPS) to ensure the continuing functionality of the City's data center, police server room and Lodi electric operations center during a power outage. The UPS acts as a stop gap until the facility generator is activated and bears the load during a power outage. The UPS also acts as a surge protector to the critical servers and sensitive electronics that make up the City's network. The UPS needs annual maintenance to ensure proper operation and guarantee the protection of components that make up the City's data center and network. The batteries in the UPS units need to be replaced every 4 to 5 years.

Amendment 2, Exhibit 1, is adding the UPS at Lodi Electric server room under a 1-year maintenance contract with the vendor, ending at approximately the same time frame as the original Professional Services Agreement in August of 2021, adding an additional \$1,890 for maintenance and service, and \$1,620 for battery replacement for the UPS at Lodi Electric. The amendment also adds battery replacement for the UPS at the City's main data center at a cost of \$12,195.65.

Tri-City Power originally installed the UPS at the Police Department in September of 2003. The City and the vendor currently have a 2-year Professional Services Agreement in place that expires August 31, 2021, in the amount of \$5,440, see Exhibit 2. In September of 2019, new batteries were purchased for the UPS for \$10,803.43, see Exhibit 3.

In March of 2020, the City executed Amendment 1, Exhibit 4, to the Professional Services Agreement to add an 18-month maintenance contract for the UPS in the City's main data center in the amount of \$4,785.

Staff recommends that the City Council authorize the City Manager to execute Amendment 2 to the Professional Services Agreement with Tri-City Power wrapping all of the above additions in to a single amendment for a total cost of \$36,734.08. Tri-City Power will supply maintenance for UPS in Lodi Electric

APPROVED: 
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Tri-City Power Inc., for the Support of the City's Uninterrupted Power Supplies in the City's Main Data Center, Police Server Room and Lodi Electric Utility Operations Center (\$36,734.08)
June 17, 2020
Page 2 of 2

operations center, City main data center and Lodi Police Department server room. In addition, Tri-City will supply and install new batteries for Lodi Electric Utility and the main data center's UPS.

FISCAL IMPACT:

A functioning UPS system is critical to the protection of the City's datacenter. This contract ensures the proper operation and maintenance of the UPS. The contract is managed by the IT Division, which is approximately 50 percent funded by the General Fund.

FUNDING AVAILABLE:

Information Technology Division	10020400.72450	\$33,224.08
Lodi Electric Utility	50061000.72359	\$3,510.00

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

AMENDMENT NO. 2

TRI-CITY POWER, INC
Professional Services Agreement

THIS AMENDMENT NO. 2 TO AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TRI-CITY POWER, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement ("Agreement") on August 1, 2019 as set forth in Exhibit 1, attached hereto; and
2. WHEREAS, CITY purchased new batteries for the uninterrupted power supply at the Lodi Police server room for \$10,803.43 as set forth in Exhibit 2 attached hereto; and
3. WHEREAS, CONTRACTOR and CITY approved Amendment 1 to the Agreement on March 2, 2020 as set forth in Exhibit 3, and attached hereto; and
4. WHEREAS, CONTRACTOR and CITY requested to amend the Agreement to service uninterrupted power supply at Lodi Electric Utility operations center and purchase batteries for \$3,510 as set forth in Exhibit 4 attached hereto; and
5. WHEREAS, CONTRACTOR and CITY requested to amend the Agreement to purchase new batteries for the uninterrupted power supply for the City's main data center for \$12,195.65 as set forth in Exhibit 4 attached hereto; and
6. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement and fees as set forth in Exhibit 4. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

TRI-CITY POWER INC., a California corporation

STEPHEN SCHWABAUER
City Manager

JORDAN GREENE
Secretary

Attest:

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ^{Aug. 26} July 24, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Tri-City Power Inc., a California corporation (hereinafter "CONTRACTOR").



Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for maintenance and support of uninterrupted power supplies for the City's datacenter and server rooms (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 1, 2019 and terminates upon the completion of the Scope of Services or on July 31, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Benjamin Buecher

To CONTRACTOR: Tri-City Power, Inc
 P.O. Box 1113
 Riverbank, CA 95367

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Preval

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

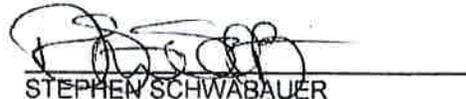
If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

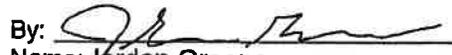

JENNIFER M. FERRAIOLO
City Clerk


STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

**TRI-CITY POWER INC.,
a CALIFORNIA CORPORATION**

By: 

By: 
Name: Jordan Greene
Title: Secretary

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Exhibit C

Tri-City Power

Overall Status: Approved



Info	Contract Number	Project Number	Project Name	Department Name	Project Status
	209-575-1969		TriCity	Lodi Internal Services	Approved

General Liability Agent	03/12/2019 — 03/12/2020 Policy: BKS59633028 Insurer: <u>Ohio Security Insurance Company</u>	Each Occurrence: \$1,000,000 Fire Damage (any one fire): \$100,000 Med.exp (any one person): Personal/adv Injury: \$1,000,000 General (Aggregate): \$2,000,000 Products-comp/op Agg: \$2,000,000	\$ Approved
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Automobile Liability Agent	12/22/2018 — 12/22/2019 Policy: BA040000049887 Insurer: <u>Mercury Insurance Company</u>	Combined Single Limit (Ea Accident): \$1,000,000 Bodily Injury (Per Person): Bodily Injury (Per Accident): Property:	\$ \$ \$ Approved
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Excess	-	-	Waived
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Workers Compensation Agent	06/01/2019 — 06/01/2020 Policy: EIG263848101 Insurer: <u>Employers Preferred Insurance Company</u>	E.L. Each Accident: \$1,000,000 E.L. Disease - Ea Employee: \$1,000,000 E L. Disease - Policy Limit: \$1,000,000	Approved
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Professional/Liability	-	-	Waived
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Requested Documents	Approved
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Requirements Notes:

Exhibit A & B

Tri-City Power, Inc
P.O. Box 1113
Riverbank, CA 95367
(209) 575-1969

Invoice



BILL TO
City of Lodi
221 W. Pine Street
Lodi, CA 95240

SHIP TO
Lodi Police Department
Attn: Benjamin Buecher
215 W. Elm Street
Lodi, CA 95240

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3003	05/21/2019	\$5,440.00	06/20/2019	Net 30	

ACTIVITY	AMOUNT
Maintenance Agreements: Full Service Maintenance Agreement 2-Year Service Agreement	5,440.00

- Unlimited corrective UPS maintenance – Labor and travel included. Parts are not included.
- Two PM visits per year, to be performed during normal working hours, (Monday - Friday, 8 AM to 5 PM, excluding holidays.)
- On site emergency response not to exceed next business day.
- 7/24 Emergency phone service.
- Semi-annual battery preventive maintenance, to be performed during normal working hours (Monday - Friday, 8 AM to 5 PM, excluding holidays.)
- Battery replacement or repair is not covered.

Equipment List: Mitsubishi 2033C, S/N: 03-GRK7Q1-01 and (30) associated batteries
Coverage Dates: 06/01/2018 - 05/31/2021

BALANCE DUE

\$5,440.00

- Terms are net 30 days.
- Please include invoice number with your payment.
- We accept Visa, MasterCard, Discover and American Express.*

*There will be a 3% Fee added to credit card billing.



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for IT Vendor Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Cyber Liability Insurance,** with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.

- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

City of Lodi

Memo

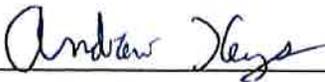
To: Steven Schwabauer / Andrew Keys
From: Benjamin Buecher
cc:
Date: September 12, 2019
Re: Tri-City Power – Uninterrupted Power Supply (PD)

Purchase request

The server room at the Police Station is backed up with a UPS to prevent power interruptions. This unit needs maintenance on an annual basis. Tri-City power was the original installer for the unit and has been contracted in the past to perform maintenance. The unit was currently inspected by a technician from Tri-City Power and has recommended replacing all the batteries in the unit. Currently, the unit is in a failed state because all the batteries are end of life. There are a total of 30 batteries and 4 capacitors that need to be replaced for a subtotal of \$9,932.

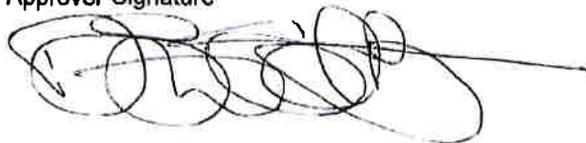
Total price with tax and shipping: \$10,803.43

Funding Source: 10332000.72306



Date: 9/12/2019

Approver Signature



Tri-City Power, Inc
 23743 S. Chrisman
 Tracy, CA 95304
 (209) 575-1969
 billing@tri-citypower.com



Proposal

ADDRESS

City of Lodi
 221 W. Pine Street
 Lodi, Ca 95240

SHIP TO

Lodi Police Department
 215 W. Elm Street
 Lodi, CA 95240

PROPOSAL # 1647

DATE 09/03/2019

EXPIRATION DATE 10/02/2019

ACTIVITY	QTY	RATE	AMOUNT
Capacitors:DC Capacitors Replacement 250v DC Capacitor for Mitsubishi 2033C UPS System	4	396.75	1,587.00T
Batteries:Replacement Batteries Replacement 12V VRLA battery for Mitsubishi 2033C UPS System	30	180.00	5,400.00T
Services:Labor & Installation Provide and install (4) Replacement DC Capacitors and (30) Replacement 12V batteries as current capacitors and batteries are beyond their expected service life and are failing. Old batteries will be disposed of in accordance with all federal, state and local regulations. Work to be performed during regular business hours, Monday through Friday, 8 AM to 5 PM.	1	2,945.00	2,945.00
SUBTOTAL			9,932.00
TAX			576.43
SHIPPING			295.00
TOTAL			\$10,803.43

Any parts and labor outside of above scope which are deemed necessary as a result of deficiencies found will require a Change Order to proposal and will constitute additional billing at current TCP T&M Rates.

Terms are net 30 days. Prices in this proposal are valid for 30 days. This quotation is subject to the "Terms and Conditions" on the following pages. Any required licenses, permits or additional fees are not included. Applicable taxes and freight additional and will be added to the invoice at cost.

Please email P.O. to billing@tri-citypower.com

We accept Visa, MasterCard, Discover and American Express.

P.O. # _____

Thank you for considering Tri-City Power for your power protection needs. Should you have any questions or require additional information please do not hesitate to contact us at 209-575-1969.

Accepted By 
 B Beecher
 I.T. MANAGER
 City of Lodi

Accepted Date 9/12/19

Exhibit 3

AMENDMENT NO. 1

TRI-CITY POWER, INC
Professional Services Agreement

March 2, 2020 *JF*

THIS AMENDMENT NO. 1 TO AGREEMENT, is made and entered this ~~10th~~ day of ~~February~~, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TRI-CITY POWER. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement ("Agreement") on August 1, 2019 as set forth in Exhibit 1 and attached hereto;
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement and fees as set forth in Exhibit 2. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

TRI-CITY POWER INC.


STEPHEN SCHWABAUER
City Manager


NAME: Jordan Greene
Title: Secretary

Attest:


~~City Clerk~~ Pamela M. Farris
Assistant City Clerk

Approved as to Form:


Deputy City Attorney

Exhibit 2 Exhibit 3

Tri-City Power, Inc
3900 Pelandale Ave Suite 420-221
Modesto, CA 95356 US
(209) 575-1969

Invoice



BILL TO
City of Lodi
221 W. Pine Street
Lodi, CA 95240

SHIP TO
Lodi Police Department
215 W. Elm Street
Lodi, CA 95240

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3154	02/25/2020	\$4,785.00	03/26/2020	Net 30	

P.O. NUMBER
Amendment 1

ACTIVITY	AMOUNT
Maintenance Agreements: Full Service Maintenance Agreement	4,785.00

- 18-Month Service Agreement
- Unlimited corrective UPS maintenance – Labor and travel included. Parts are not included.
 - Three PM visits per 18-month period, to be performed during normal working hours, (Monday - Friday, 8 AM to 5 PM, excluding holidays.)
 - On site emergency response not to exceed next business day.
 - 7/24 Emergency phone service.
 - Semi-annual battery preventive maintenance, to be performed with PM during normal working hours (Monday - Friday, 8 AM to 5 PM, excluding holidays.)
 - Battery replacement or repair is not covered.

Equipment: Eaton 9390 60KVA UPS & Battery System, S/N: EJ331CBC03

Coverage Dates: 03/01/2020 - 08/25/2021

- Terms are net 30 days.
- Please include Invoice number with your payment.
- We accept Visa, MasterCard, Discover and American Express.*

BALANCE DUE **\$4,785.00**

*There will be a 3% Fee added to credit card billing.

Tri-City Power, Inc
 3900 Pelandale Ave Suite 420-221
 Modesto, CA 95356 US
 (209) 575-1969
 billing@tri-citypower.com



Proposal

ADDRESS

City of Lodi
 221 W. Pine Street
 Lodi, CA 95240

SHIP TO

City of Lodi
 Electric Utility
 1331 S. Ham Lane
 Lodi, CA 95242

PROPOSAL # 1793

DATE 05/21/2020

EXPIRATION DATE 06/20/2020

ACTIVITY	QTY	RATE	AMOUNT
Batteries:Replacement Batteries Replacement 12V VRLA Battery for Best UPS System, S/N: BC123FK002 at City of Lodi EUD	4	168.75	675.00
Services:Labor & Installation Provide and Install (4) Replacement 12V VRLA batteries into Best UPS System at City of Lodi EUD as customer reports that unit is currently in Bypass. Old batteries will be disposed of in accordance with all federal, state and local regulations. Any parts or labor outside of this scope which are deemed necessary due to deficiencies found while onsite will require a Change Order to this quote and/or accompanying Lodi Purchase Order. Work to be performed while following social distancing and PPE guidelines as set forth by the State of CA. Work to be performed during regular business hours, Monday through Friday, 8 AM to 5 PM.	1	945.00	945.00

Terms are net 30 days. Prices in this proposal are valid for 30 days. This quotation is subject to the "Terms and Conditions" on the following pages. Any required licenses, permits or additional fees are not included. Applicable taxes and freight additional and will be added to the invoice at cost.

TOTAL

\$1,620.00

Please email P.O. to billing@tri-citypower.com

We accept Visa, MasterCard, Discover and American Express.

P.O. # _____

Thank you for considering Tri-City Power for your power protection needs. Should you have any questions or require additional information please do not hesitate to contact us at 209-575-1969.

Accepted By

Accepted Date

Tri-City Power, Inc
 3900 Pelandale Ave Suite 420-221
 Modesto, CA 95356 US
 (209) 575-1969
 billing@tri-citypower.com



Proposal

ADDRESS

City of Lodi
 221 W. Pine Street
 Lodi, CA 95240

SHIP TO

City of Lodi
 Electric Utility
 1331 S. Ham Lane
 Lodi, CA 95242

PROPOSAL # 1794

DATE 05/21/2020

ACTIVITY	QTY	RATE	AMOUNT
Maintenance Agreements: Full Service Maintenance Agreement 12-Month Service Agreement • Unlimited corrective UPS maintenance – Labor and travel included. Parts are not included. • Two PM visits to be performed during normal working hours, Monday - Friday, 8 AM to 5 PM, (excluding holidays.) • On site emergency response not to exceed next business day. • 7/24 Emergency phone service. • Semi-annual battery preventive maintenance, to be performed during normal working hours, Monday - Friday, 8 AM to 5 PM, (excluding holidays.) • Battery replacement or repair is not covered.	1	1,890.00	1,890.00

Equipment List: Best UPS, S/N: BC123FK002 and (4) associated batteries

Coverage Dates: 06/15/2020 - 06/14/2021

An Acceptance Test will be performed as part of first PM. Any repairs deemed necessary as a result of deficiencies found is additional and billable at our current T&M Rates.

TOTAL

\$1,890.00

Terms are net 30 days. Prices in this proposal are valid for 30 days. This quotation is subject to the "Terms and Conditions" on the following pages. Any required licenses, permits or additional fees are not included. Applicable taxes and freight additional and will be added to the invoice at cost.

Please email P.O. to billing@tri-citypower.com

We accept Visa, MasterCard, Discover and American Express.

P.O. # _____

Thank you for considering Tri-City Power for your power protection needs. Should you have any questions or require additional information please do not hesitate to contact us at 209-575-1969.

Accepted By

Accepted Date

Tri-City Power, Inc
 3900 Pelandale Ave Suite 420-221
 Modesto, CA 95356 US
 (209) 575-1969
 billing@trl-citypower.com



Proposal

ADDRESS

City of Lodi
 221 W. Pine Street
 Lodi, CA 95240

SHIP TO

Lodi Police Department
 215 W. Elm Street
 Lodi, CA 95240

PROPOSAL # 1772

DATE 05/20/2020

EXPIRATION DATE 06/19/2020

ACTIVITY	QTY	RATE	AMOUNT
Batteries:Replacement Batteries Replacement 12V VRLA Battery for Eaton 9390 UPS System, S/N: EJ331CBC03	40	225.61	9,024.40
UPS Systems:LCD Display Refurbished Replacement Display for Eaton 9390 UPS System, S/N: EJ331CBC03	1	181.25	181.25
Services:Labor & Installation Provide and Install (40) Replacement 12V VRLA batteries as current batteries have reached the end of their expected service life and are testing weak. Provide and Install (1) Refurbished Replacement Display for Eaton UPS System as current display has failed. Old batteries will be disposed of in accordance with all federal, state and local regulations. Work to be performed during regular business hours, Monday through Friday, 8 AM to 5 PM.	1	2,990.00	2,990.00

Any parts or labor outside of this scope which is deemed necessary due to deficiencies found while onsite is additional and will require a Change Order to this quote and/or accompanying PO.

TOTAL

\$12,195.65

Terms are net 30 days. Prices in this proposal are valid for 30 days. This quotation is subject to the "Terms and Conditions" on the following pages. Any required licenses, permits or additional fees are not included. Applicable taxes and freight additional and will be added to the invoice at cost.

Please email P.O. to billing@trl-citypower.com

We accept Visa, MasterCard, Discover and American Express.

P.O. # _____

Thank you for considering Tri-City Power for your power protection needs. Should you have any questions or require additional information please do not hesitate to contact us at 209-575-1969.

Accepted By

Accepted Date



**TCP
QUOTATION TERMS AND CONDITIONS**

1) **PRICES AND TAXES.** All prices herein are firm for goods and/or services ordered within thirty (30) days from the date of this quotation specifying delivery as quoted in this proposal. Prices stated herein do not include freight, handling charges or sales tax unless these items are specifically listed and priced in this quotation. Prices stated herein are F.O.B. Shipping Point (unless otherwise stated). TCP shall list on its invoices any such tax collectible by TCP at the time of the sale which is lawfully applicable to any such goods or services otherwise payable by the Purchaser and not subject to exemption or resale certificates.

2) **PAYMENT.** Payment of invoice is due within thirty (30) days of the invoice date unless otherwise stated in the body of the quotation. Payment to TCP shall not be contingent on third party payments to Purchaser. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Additionally, if any payment is not made when due, TCP reserves the right to refuse to provide any further goods or services until such payment and the applicable interest charge have been received.

3) **SHIPMENT.** If the Purchaser cannot accept delivery of equipment, he will arrange for storage. TCP shall not be liable to or responsible for any damages or loss for delay or default in delivery due to any cause beyond TCP's reasonable control, nor shall Purchaser cancel or have the right to cancel its Purchase Order because of delays or default in delivery due to such causes.

4) **LIMITED LIABILITY.** Purchaser agrees that TCP's total liability on any claim, for any loss or damage, shall not exceed the total amount paid by the Purchaser to TCP. TCP shall not be liable for any incidental or consequential damages, including without limitation, loss of use, loss of profit, or liability to third parties, unless such loss, damage or similar injury is attributable to the sole negligence or misconduct of TCP, its employees, agents or representatives.

5) **DISCLAIMER OF WARRANTY.** TCP makes no warranty of any kind, express or implied, for goods or services to be supplied by TCP. Notwithstanding the above, TCP agrees to supply Customer, any warranties that may be provided by the manufacturer of replacement parts and TCP warrants that the services described in this quotation shall be performed in a professional and workmanlike manner by qualified personnel following manufacturer's published specifications, standards, and guidelines and in accordance with industry standards. TCP shall not be responsible for the failure to provide goods and/or services due to causes beyond TCP's reasonable control.

6) **GOVERNING LAW.** This quotation and the performance thereof shall be governed by the laws of the State of California.

7) **ACCEPTANCE.** This quotation is expressly limited to these terms and conditions. Any terms and provisions of the Purchasers' order or other Purchasers' documents which are inconsistent with any of the terms and conditions hereof are rejected, and will not be binding on TCP or considered applicable to the sale of the goods or services ordered. Acceptance of the terms and conditions hereof by the Purchaser shall be conclusively indicated by the Purchaser's placing an order and the subsequent sale and shipment by TCP of the products or services covered by this quotation. No modifications of this document, whether by Purchaser in its Purchase Order or otherwise, shall have any effect or be binding upon TCP if in conflict with the quotation prices, terms and conditions or specifications stated or referred to, unless expressly agreed to in writing by a duly authorized official of TCP.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT WITH TRI-CITY
POWER, INC., FOR UNINTERRUPTED POWER SUPPLY

=====

WHEREAS, the City entered into a Professional Services Agreement on August 1, 2019 with Tri-City Power, Inc.; and

WHEREAS, the City purchased new batteries for the uninterrupted power supply at the Lodi Police server room for \$10,803.43; and

WHEREAS, the City approved Amendment 1 to the Agreement on March 2, 2020; and

WHEREAS, the City requested to amend the Agreement to service uninterrupted power supply at Lodi Electric Utility operations center and purchase batteries for \$3,510, and to purchase new batteries for the uninterrupted power supply for the City's main data center for \$12,195.65; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with Tri-City Power, Inc., of Riverbank, for service to uninterrupted power supply at Lodi Electric Utility operations center, and purchase new batteries for the uninterrupted power supply for the City's main data center for a total cost of \$15,705.65.

NOW, THEREFORE, the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with Tri-City Power, Inc., of Riverbank, for service to uninterrupted power supply at Lodi Electric Utility operations center, and purchase new batteries for the uninterrupted power supply for the City's main data center in the amount not to exceed \$15,705.65; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Service Agreement with Quest Media and Supplies, Inc. of Roseville, as the sole-source provider for the Finance Department's video and surveillance system installation.

MEETING DATE: June 17, 2020

PREPARED BY: Revenue Manager

RECOMMENDED ACTION: Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Professional Service Agreement with Quest Media and Supplies, Inc. of Roseville, as the sole-source provider for the Finance Department's video and surveillance system installation

BACKGROUND INFORMATION: The Revenue Division is responsible for collecting payments for the City of Lodi. During our active threat training, it was discovered that there were several areas that were not covered by the existing surveillance cameras. To improve safety efficiency and protect City assets it was determined a necessity to install more surveillance cameras to cover areas in the Finance department that were previously uncovered. These areas include the vault room, money-counting area, and many of the desks. The total cost of the installation was \$5,988.71.

Cameras were installed February 2020. Staff authorizing the work assumed a flexible contract with Quest was in place allowing the add on of this minor project provided essential security for both employee safety and security of City financial resources. There was a much larger contract in place with Quest for installation of cameras and related services. However, the contract did not include the scope specifically for the finance department. Finance staff is aware of the mistake and are making assurances that this type of oversight will not happen again.

FISCAL IMPACT: There is minimal fiscal impact.

FUNDING AVAILABLE: Fiscal Year 2019/20 account number 11020203.72499

APPROVED:

A handwritten signature in black ink, appearing to read "Steve Schwabauer".

[Steve Schwabauer \(Jun 8, 2020 14:12 PDT\)](#)

Stephen Schwabauer, City Manager

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

Tarra Sumner

Tarra Sumner (Jun 8, 2020 11:22 PDT)

Tarra Sumner Revenue Manager

AMENDMENT NO. 2

QUEST MEDIA AND SUPPLIES, INC.
VIDEO SURVEILLANCE SYSTEM INSTALLATION AND MAINTENANCE

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this _____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on November 3, 2017 in the amount of \$42,174.37 and Amendment No. 1 on June 25, 2018, to increase the annual "not to exceed amount" from \$42,174.37 to \$66,169.75, as a result of increased surveillance services adding labor and maintenance in the Police Department ("Amendment No. 1"). The Agreement and Amendment No. 1 are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. All other terms and conditions remained unchanged.
2. SECOND AMENDMENT: CONTRACTOR and CITY requested to perform additional work as set forth in the Scope of service attached hereto as Exhibit A-2, and increase the total cost to \$71,738.37; and
3. WHEREAS, CONTRACTOR agrees that if required by state law, including Labor Code 1720, 1771, 1774, 1775, and 1776, CONTRACTOR must pay prevailing wages. CONTRACTOR is responsible for interpreting and implementing any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code 1773.2, copies of the prevailing wage rates are available at the website for State of California Department of Industrial Relations at <http://www.dir.ca.gov>.
4. WHEREAS, CONTRACTOR agrees to said amendments; and
5. WHEREAS, all other terms and conditions remain unchanged.

NOW, THEREFORE, the parties agree to amend the Scope of Services and increase the fees by \$5,568.62 as set forth in Exhibit A-2, for an annual cost of services of \$71,738.37.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on _____, 2020.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

Quest Media and Supplies, Inc.
hereinabove called "CONTRACTOR"

STEPHEN SCHWABAUER
City Manager

VLADIMIR PIVTORAK
OPERATIONS MANAGER

Attest:

PAMELA FERRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney



AMENDMENT NO. 1

QUEST MEDIA AND SUPPLIES, INC.
VIDEO SERVEILLANCE SYSTEM INSTALLATION AND MAINTENANCE

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this 25th day of ~~April~~ ^{June}, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on November 3, 2017 in the amount of \$42,174.37, a true and correct copy of which is attached as Exhibit 1; and
2. WHEREAS, CITY requested to perform additional work as set forth in the Scope of service attached hereto as Exhibit 2, and increase the total cost to \$66,169.75; and
3. WHEREAS, CONTRACTOR agrees that if required by state law, including Labor Code §§ 1720, 1771, 1774, 1775, and 1776, CONTRACTOR must pay prevailing wages. CONTRACTOR is responsible for interpreting and implementing any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing wage rates are available at the website for State of California Department of Industrial Relations at <http://www.dir.ca.gov>.
4. WHEREAS, CONTRACTOR agrees to said amendments; and
5. WHEREAS, all other terms and conditions remain unchanged.

NOW, THEREFORE, the parties agree to amend the Scope of Services and increase the fees by \$23,995.38 as set forth in Exhibit 2, for an annual cost of services of \$66,169.75.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on June 25, 2018.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

Quest Media and Supplies, Inc.
hereinabove called "CONTRACTOR"


STEPHEN SCHWARAUER
City Manager

 5/17/2018
VLADIMIR PIVTORAK
Operations Manager, Infrastructure

Attest:

for: *Jennifer M. Ferraiolo*
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

John P. Fukasawa
JOHN P. FUKASAWA
Deputy City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~NOV~~ 3, 2017, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for VIDEO SURVEILLANCE SYSTEME INSTALLATION AND MAINTENANCE (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on SEPT 2, 2017 and terminates upon the completion of the Scope of Services or on AUGUST 31, 2022, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Benjamin Buecher

To CONTRACTOR: QUEST MEDIA & SUPPLIES, INC.
 9000 FOOTHILLS BLVD.
 ROSEVILLE, CA 95747
 ATTN: VLADIMIR PIVTORAK

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

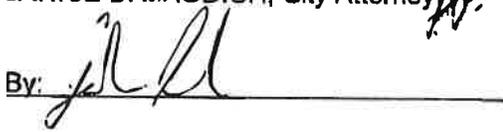
ATTEST:


JENNIFER M. FERRAIOLO
City Clerk


STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney 

Quest Media and Supplies, Inc.

By: 

By: 
Name: VLADIMIR PIVTORAK
Title: Operations Manager, Infrastructure

- Attachments:**
- Exhibit A – Scope of Services**
 - Exhibit B – Fee Proposal**
 - Exhibit C – Insurance Requirements**
 - Exhibit D – Federal Transit Funding Conditions (if applicable)**

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUEST MEDIA AND SUPPLIES, INC., OF ROSEVILLE, AS THE SOLE-SOURCE PROVIDER FOR THE FINANCE DEPARTMENT'S VIDEO AND SURVEILLANCE SYSTEM INSTALLATION AND EQUIPMENT

=====

WHEREAS, the Revenue Division of the Finance Department is responsible for collecting payments for the City of Lodi; and

WHEREAS, during active threat training, it was discovered that there were several areas in the Finance Department that were not covered by the existing surveillance cameras, i.e., the vault room, money-counting area, and many of the desk areas; and

WHEREAS, to improve safety efficiency and protect City assets, it was determined a necessity existed that required installation of more surveillance cameras to cover areas in the Finance department that were previously uncovered at a cost of \$5,988.71; and

WHEREAS, staff authorized the work assuming a flexible contract with Quest was in place allowing the add-on of this minor project to the Professional Services Agreement that was approved by Council on October 4, 2017, however, the contract did not include the scope of work specifically for the Finance Department; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Quest Media and Supplies, Inc., of Roseville, as the sole-source provider for the Finance Department's video and surveillance system installation and equipment in an amount not to exceed \$5,988.71.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Quest Media and Supplies, Inc., of Roseville, as the sole-source provider for the Finance Department's video and surveillance system installation and equipment, in an amount not to exceed \$5,988.71.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Base Contract, and Special Provisions to Base Contract, with Clean Energy Renewable Fuels, LLC, of Newport Beach, for Sale and Purchase of Natural Gas

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Base Contract, and Special Provisions to Base Contract, with Clean Energy Renewable Fuels, LLC, of Newport Beach, for sale and purchase of natural gas.

BACKGROUND INFORMATION: The California Air Resources Board (CARB) developed the Low Carbon Fuel Standard (LCFS) program in compliance with Assembly Bill 32 (the Global Warming Solutions Act of 2006) to reduce the carbon intensity of transportation fuels used in California by 10 percent by 2020. The CARB regulations allow dispensers of compressed natural gas (CNG), such as the City of Lodi, to earn revenue in the form of LCFS credits by partnering with producers of Renewable Natural Gas (RNG).

RNG is methane captured from the decomposition of organic materials at landfills, agricultural facilities, and wastewater treatment plants that has been cleaned and treated to meet natural gas pipeline quality standards. The pipeline quality biomethane is then injected into the national Natural Gas pipeline grid and the CNG we currently use would be displaced with RNG. This “displacement” means that for every unit of RNG that is injected into the pipeline, an equal unit of fossil fuel is not extracted from the earth.

Staff issued a Request for Proposals for RNG Services on February 10, 2020. Two proposals were received by the February 21, 2020 deadline: Clean Energy Renewable Fuels, LLC and U.S. Gain. The proposal from US Gain was deemed not responsive because it contained several irregularities and did not include all receipts of addenda. In anticipation of a contract award, Clean Energy Renewable Fuels, LLC presented a detailed presentation on the RNG program at the March 10, 2020 Shirtsleeve meeting.

If awarded, Clean Energy Renewable Fuels, LLC will deliver RNG in equivalent volumes to the CNG dispensed at the City’s CNG station. They will also perform the tracking, reporting, and sale of the LCFS credits on behalf of the City. There are no modifications required to our existing equipment or fleet. The credits are based on the amount of CNG dispensed from our CNG Station, which is approximately 82,000 gasoline gallon equivalents per year. This equates to LCFS credit revenue of approximately \$24,000 per year, which will be applied to the City’s Transit Division.

Staff recommends authorizing City Manager to execute Base Contract, and Special Provisions to Base Contract, with Clean Energy Renewable Fuels, LLC, of Newport Beach, for sale and purchase of natural gas.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: This proposed contract is a revenue contract which will add revenue to the transit fund on a quarterly basis each year.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Georgia Graham, Transportation Manager
CES/GG/tc
Attachments

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: _____

The parties to this Base Contract are the following:

PARTY A City of Lodi	<i>PARTY NAME</i>	PARTY B Clean Energy Renewable Fuels, LLC
221 W. Pine Street Lodi, CA 95240	<i>ADDRESS</i>	4675 MacArthur Court, Suite 800 Newport Beach, CA 92660
https://www.lodi.gov/	<i>BUSINESS WEBSITE</i>	www.cleanenergyfuels.com
	<i>CONTRACT NUMBER</i>	LOD001
	<i>D-U-N-S® NUMBER</i>	
<input type="checkbox"/> US FEDERAL: _____ <input type="checkbox"/> OTHER: _____	<i>TAX ID NUMBERS</i>	<input checked="" type="checkbox"/> US FEDERAL: 27-5411503 <input type="checkbox"/> OTHER: _____
California	<i>JURISDICTION OF ORGANIZATION</i>	Delaware
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Other: <u>a City</u>	<i>COMPANY TYPE</i>	<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____
	<i>GUARANTOR (IF APPLICABLE)</i>	
CONTACT INFORMATION		
City of Lodi ATTN: Georgia Graham TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> COMMERCIAL	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
City of Lodi ATTN: Georgia Graham TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> SCHEDULING	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
City of Lodi ATTN: Georgia Graham TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> CONTRACT AND LEGAL NOTICES	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
City of Lodi ATTN: Georgia Graham TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> CREDIT	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
City of Lodi ATTN: Georgia Graham TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> TRANSACTION CONFIRMATIONS	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
ACCOUNTING INFORMATION		
City of Lodi ATTN: City of Lodi Public Works Dept TEL#: 209-333-6800 ext.2667 EMAIL: glantsberger@lodi.gov	<input checked="" type="checkbox"/> INVOICES <input checked="" type="checkbox"/> PAYMENTS <input checked="" type="checkbox"/> SETTLEMENTS	Clean Energy Renewable Fuels, LLC ATTN: Tyler Henn TEL#: (949) 437-1258 EMAIL: tyler.henn@cleanenergyfuels.com
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: Georgia Graham ADDRESS: <u>City of Lodi Public Works Dept</u> <u>221 W. Pine Street</u> <u>Lodi, CA 95240</u>	CHECKS (IF APPLICABLE)	ATTN: <u>Clean Energy Renewable Fuels, LLC</u> ADDRESS: <u>4675 MacArthur Ct, Suite 800</u> <u>Newport Beach, CA 92660</u>

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default <u>Specified Transactions:</u> _____ _____
Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> 5 Business Days after receipt	
Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input type="checkbox"/> _____	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>California</u>
Section 7.2 Method of Payment <input type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: 1 <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

City of Lodi	PARTY NAME	Clean Energy Renewable Fuels, LLC
By: _____	SIGNATURE	By: _____
	PRINTED NAME	
	TITLE	



General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

- 3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending

party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Supper Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in

order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

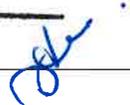
TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____	
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	
Contract Price: \$ _____ /MMBtu or _____		
Delivery Period: Begin: _____, ____ End: _____, ____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions: 		
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____	

Approved as to Form:

JANICE D. MAGDICH
City Attorney



**SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF
THE BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

Dated _____, 2020

by and between

City of Lodi

And

Clean Energy Renewable Fuels, LLC

Section 1.4

This section is hereby deleted.

Section 15.10

In Section 15.10 is hereby amended by deleting the following language in the Section “in order to comply with any applicable law, order, regulation, or exchange rule” and replacing the deleted language with “in order to comply with any applicable law, order, regulation, or exchange rule, including, without limitation, the California Public Records Act”.

City of Lodi	<i>PARTY NAME</i>	Clean Energy Renewable Fuels, LLC
By: _____	<i>SIGNATURE</i>	By: _____
	<i>PRINTED NAME</i>	J. Nathan Jensen
	<i>TITLE</i>	SVP, Renewable Fuels & CLO

Approved as to Form:

JANICE D. MAGDICH
City Attorney



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE BASE CONTRACT, AND SPECIAL PROVISIONS TO BASE CONTRACT, WITH CLEAN ENERGY RENEWABLE FUELS, LLC, OF NEWPORT BEACH, FOR SALE AND PURCHASE OF NATURAL GAS

WHEREAS, the California Air Resources Board (CARB) developed the Low Carbon Fuel Standard (LCFS) program in compliance with Assembly Bill 32 (the Global Warming Solutions Act of 2006) to reduce the carbon intensity of transportation fuels used in California by 10 percent by 2020; and

WHEREAS, the CARB regulations allow dispensers of compressed natural gas (CNG), such as the City of Lodi, to earn revenue in the form of LCFS credits by partnering with producers of Renewable Natural Gas (RNG); and

WHEREAS, RNG is methane captured from the decomposition of organic materials at landfills, agricultural facilities, and wastewater treatment plants that has been cleaned and treated to meet natural gas pipeline quality standards; and

WHEREAS, if awarded, Clean Energy Renewable Fuels, LLC will deliver RNG in equivalent volumes to the CNG dispensed at the City's CNG station and will also perform the tracking, reporting, and sale of the LCFS credits on behalf of the City; and

WHEREAS, there are no modifications required to our existing equipment or fleet; and

WHEREAS, the credits are based on the amount of CNG dispensed from our CNG Station, which is approximately 82,000 gasoline gallon equivalents per year; and

WHEREAS, staff recommends authorizing City Manager to execute Base Contract, and Special Provisions to Base Contract, with Clean Energy Renewable Fuels, LLC, of Newport Beach, for sale and purchase of natural gas.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does authorize the City Manager to execute Base Contract, and Special Provisions to Base Contract, with Clean Energy Renewable Fuels, LLC, of Newport Beach, for sale and purchase of natural gas; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving City of Lodi Public Transportation Agency Safety Plan and Authorizing Public Works Director to Execute Public Transportation Agency Safety Plan

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving City of Lodi Public Transportation Agency Safety Plan and authorizing Public Works Director to execute Public Transportation Agency Safety Plan.

BACKGROUND INFORMATION: The City of Lodi's Public Transportation Agency Safety Plan (PTASP) is a requirement for Federal Transit Administration (FTA) funding and was developed in accordance with FTA's final rule for PTASPs, 49 CFR Part 637, as authorized by the Moving Ahead for Progress in the 21st Century Act. The final rule requires transit operators develop and implement a PTASP based on the Safety Management System (SMS) approach. The PTASP is required to be certified by City of Lodi by July 20, 2020.

SMS is the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies and is meant to ensure a formalized, proactive, and data-driven approach to safety risk management.

City of Lodi is required to identify an Accountable Executive and Chief Safety Officer as part of its PTASP. The City's Public Works Director will be identified as Lodi's PTASP Accountable Executive, responsible for carrying out the Agency Safety Plan and ensuring effective implementation of the program throughout the City's transit system. The City's Transportation Manager will be identified as Lodi's PTASP Chief Safety Officer, responsible for day-to-day implementation and operation of the City of Lodi's SMS.

Staff recommends approving City of Lodi Public Transportation Agency Safety Plan and authorizing Public Works Director to execute Public Transportation Agency Safety Plan.

FISCAL IMPACT: Approval of the PTASP is required by FTA regulations and for continued FTA funding of transit services.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Julia M. Tyack, Transportation Planner
CES/JMT/tc
Attachment

cc: Transportation Manager

APPROVED: _____
Stephen Schwabauer, City Manager



Public Transportation Agency Safety Plan

Adopted June 2020

*TC
for JM*

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1. TRANSIT AGENCY INFORMATION

Transit Agency	Name		Address
	City of Lodi		221 West Pine Street, Lodi, CA 95240
Accountable Executive	Name		Title
	Charles E. Swimley, Jr.		Public Works Director
Chief Safety Officer	Name		Title
	Georgia Graham		Transportation Manager
Mode(s) of Service Covered by This Plan:		List All FTA Funding Types (e.g., 5307, 5337, 5339):	
Fixed Route Bus: Motorbus (MB)		5307, 5339	
Non-Fixed Route Bus: Demand Response (DR)		5307, 5339	
Mode(s) of Service Provided by the CITY OF LODI (Directly operated or contracted service)			
Fixed Route: Motorbus (MB) – contracted service			
Non-Fixed Route: Demand Response (DR) – contracted service			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	No	Description of Arrangement(s)
		X	
Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Name		Address
	N/A		
	N/A		

Accountable Executive

City of Lodi’s Accountable Executive is the Public Works Director. The Public Works Director is the single, identifiable person who has ultimate responsibility for carrying out this Agency Safety Plan and the City of Lodi’s Transit Asset Management (TAM) Plan, and control or direction over the human and capital resources needed to develop and maintain both this Plan and the TAM Plan.

The Public Works Director is accountable for ensuring that the Agency’s Safety Management Systems (SMS) is effectively implemented throughout the Agency’s public transportation system. The Public Works Director is accountable for ensuring action is taken as necessary, to address substandard performance in the Agency’s SMS. The Public Works Director may delegate specific responsibilities, but the ultimate accountability for the Transit Agency’s safety performance cannot be delegated and always rests with the Public Works Director.

Chief Safety Officer

The Public Works Director designates the Transportation Manager as City of Lodi’s Chief Safety Officer who has the authority and responsibility for day-to-day implementation and operation of the Agency’s SMS. The Chief Safety Officer holds a direct line of reporting to the Accountable Executive, as shown in the organization chart in **Appendix A**, and has a strong working relationship with the operations and asset management functions at City of Lodi.

2. PLAN DEVELOPMENT, APPROVAL, AND UPDATES

The City of Lodi developed the contents of this Public Transportation Agency Safety Plan (PTASP) to meet the requirements specified in 49 CFR Part 673. This Plan is based on the four (4) principles or pillars of the Safety Management System (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk. The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

The Federal Transit Administration (FTA) will oversee compliance with the requirements of Part 673 through the existing Triennial Review Process.

Signature by the Accountable Executive

The City of Lodi developed this plan. By signature below, the Accountable Executive confirms the development of this plan.

Charles E. Swimley, Jr., Accountable Executive

Date Signed

Approval by Lodi City Council

The Lodi City Council approved this Plan during its June 17, 2020 City Council meeting, as documented in Resolution # _____. Documentation of Council approval is found in **Appendix B**.

Certification of Compliance

Pursuant to 49 CFR Parts 673.13(a) and 673.13(b), City of Lodi certifies that it has established this Agency Safety Plan, meeting the requirements of 49 CFR Part 673 by July 20, 2020. FTA does not require this plan to be submitted to FTA. Instead, City of Lodi will certify that it has established this Safety Plan, which fulfills the requirements under Part 673. FTA annually amends and issues the list of Certifications and Assurances. City of Lodi will review such guidance for incorporation into the safety program as necessary.

Plan Review & Updates

City of Lodi updates this Safety Plan when information, processes or activities change within the Agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. As City of Lodi collects data through its Safety Risk Management and Safety Assurance processes, shared with the California Department of Transportation, Caltrans, and the local Metropolitan Planning Organization, San Joaquin Council of Governments (SJCOG). SJCOG and Caltrans will evaluate City of Lodi's Safety Performance Targets (SPTs) to determine whether they need to be changed, as well.

This Plan will be jointly reviewed and updated by the Chief Safety Officer and Safety Manager, with the assistance of subject matter experts, each **July**. The Accountable Executive will approve any changes, then forward on to the Lodi City Council for approval.

This Plan may need to be reviewed and updated more frequently based on the following:

- We determine our approach to mitigating safety deficiencies is ineffective;
- We make significant changes to service delivery;
- We introduce new processes or procedures that may impact safety;
- We change or re-prioritize resources available to support SMS;
- We significantly change our organizational structure.

A Record of Revisions that records the history of revisions made to the City of Lodi's PTASP is contained in **Appendix C** of this document. This document is located in the appendix to help preserve page numbering.

3. DEFINITIONS AND ACRONYMS

The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

Accident means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

Accountable Executive means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient’s Public Transportation Agency Safety Plan.

Event means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

Incident means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or

3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan (PTASP) means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Performance Target (SPT) means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk Assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM) means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage;
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair (SGR) means the condition in which a capital asset is able to operate at a full level of performance.

Transit Agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

COMMONLY USED ACRONYMS:

ADA	-	Americans with Disabilities Act of 1990
ASP	-	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	-	Code of Federal Regulations
ESRP	-	Employee Safety Reporting Program
CSO	-	Chief Safety Officer
FTA	-	Federal Transit Administration
MAP-21	-	Moving Ahead for Progress in the 21st Century
MPO	-	Metropolitan Planning Organization
NTD	-	National Transit Database
Part 673	-	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	-	Public Transportation Agency Safety Plan
SGR	-	State of Good Repair
SMS	-	Safety Management System
SOP	-	Standard Operating Procedure
SRM	-	Safety Risk Management
TAM	-	Transit Asset Management
U.S.C.	-	United States Code
VRM	-	Vehicle Revenue Miles

4. SAFETY PERFORMANCE TARGETS (SPTs)

As part of this Safety Plan, the City of Lodi has developed Safety Performance Targets (SPTs) that it will review and update annually. The specific safety performance targets are based on the safety performance measures established under the National Public Transportation Safety Plan. FTA has adopted four initial safety performance measures: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability. The safety performance targets set by City of Lodi are based on the past five (5) calendar years of data. These targets for the year 2020 are expected to stay within +/- 1% of the previous five years' data pertaining to fatalities, injuries, safety events, and system reliability.

Mode of Transit Service	Fatalities (Total # of Reportable Fatalities)	Fatalities (Rate per 100K VRM)	Injuries (Total # of Reportable Injuries)	Injuries (Rate per 100K VRM)	Safety Events (Total # of Reportable Events)	Safety Events (Rate per 100K VRM)	System Reliability: Average Distance b/w Major Mechanical Failures (Failures / VRM)
Fixed Route Bus Mode (MB)	0	0	0	0	0	0	14,648
Demand Response/ADA Paratransit Mode (DR)	0	0	0	0	0	0	6,258

System Performance Measures are defined below. These definitions were obtained from the FTA "Safety Performance Targets" Webinar held February 4, 2020, and the *National Transit Database (NTD) Safety and Security Policy Manual* :

Reportable Fatalities

Death confirmed within 30 days of a safety event, excluding suicide, trespassers, illness, or natural causes.

The City of Lodi has had zero reportable fatalities in the past five years.

Reportable Injuries

Harm to person that requires immediate medical attention away from the scene.

The City of Lodi has had zero injuries meeting this definition in the past five years.

Reportable Safety Events

Collision, derailment, fire, hazardous material spill, or evacuation.

Reportable collisions are defined as those that meet an injury, fatality, evacuation or property damage threshold. Injury and fatality thresholds are indicated above. Evacuation threshold is evacuation of a transit facility or vehicle for life-safety reasons, and property damage threshold is damage equal to or exceeding \$25,000.

Collisions may also:

- Involve transit revenue roadway vehicles and the towing away of any vehicles (transit or non-transit) from the scene.
- Include suicides or attempted suicides that involve contact with a transit vehicle; or
- Not involve a transit revenue vehicle but meet a threshold.

The City of Lodi has had zero transit system-related fires, hazardous material spills, or evacuations in the past five years.

The City of Lodi has had zero collisions meeting this definition in the past five years.

System Reliability

Major mechanical failure preventing a vehicle from completing or starting scheduled trip.

The City of Lodi has an average of 14,648 vehicle revenue miles between major mechanical failures in fixed route.

The City of Lodi has an average of 6,258 vehicle revenue miles between major mechanical failures in Dial-A-Ride.

To calculate SPTs, the City of Lodi referred to system safety data, including:

- Near miss information
- Accident investigation reports (with causal factor analysis)
- Internal safety audits (or reviews)
- Injury reports
- Safety event reports (including accidents, incidents, and occurrences)
- System monitoring (including monthly reports, and testing and inspection records)

Safety Performance Target Coordination

FTA requires City of Lodi to coordinate with the State of California Department of Transportation (Caltrans) and the regional MPO, San Joaquin Council of Governments (SJCOG), in the selection of state and MPO safety performance targets, to the maximum extent practicable. Pursuant to 49 CFR Part 673.15(a), City of Lodi will make safety performance targets available to Caltrans and SJCOG to aid in the planning process upon certification of this plan. Additionally, City of Lodi will transmit performance data against the safety performance targets to Caltrans and SJCOG on an annual basis.

5. OVERVIEW OF SAFETY MANAGEMENT POLICY (SMS)

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. City of Lodi's SMS focuses on applying resources to risk and is based on ensuring that the City of Lodi has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. Some key parts of City of Lodi's SMS include:

- Defined roles and responsibilities;
- Strong executive safety leadership;
- Formal safety accountabilities and communication;
- Effective policies and procedures; and
- Active employee involvement

Furthermore, City of Lodi's SMS has four distinct components, which are discussed in subsequent sections to this Safety Plan:

- Safety Management Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

6. SAFETY MANAGEMENT POLICY (SMP)

The first component of the City of Lodi's SMS is the Safety Management Policy, which is the foundation of the City of Lodi's safety management system. It clearly states the organization's safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish the safety objectives. The Safety Management Policy clearly defines management and employee responsibilities for safety throughout the organization. It also ensures that management is actively engaged in the oversight of the system's safety performance by requiring regular review of the Safety Management Policy, budget and program by the designated Accountable Executive.

City of Lodi Safety Management Policy (SMP)

Safety is a core value at City of Lodi and managing safety is a core business function. City of Lodi will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. City of Lodi's overall safety objective is to proactively manage safety hazards and their associated safety risk, with the intent to eliminate unacceptable safety risk in our transit operations.

City of Lodi will:

- Clearly, and continuously explain to all staff that everyone working within City of Lodi must take part and be responsible and accountable for the development and operation of the Safety Management System (SMS).
- Work continuously to minimize safety risks. Work to comply with and, wherever possible, exceed legislative and regulatory requirements and standards for passengers and employees.
- Work to ensure that all employees are provided appropriate safety information and training, are competent in safety matters, and assigned tasks commensurate with duties and skills.
- Reaffirm that responsibility for making our operations safer for everyone lies with all employees – from executive management to frontline employees. Each manager is responsible for implementing the SMS in their area of responsibility and will be held accountable to ensure that all reasonable steps are taken to perform activities established through the SMS.

City of Lodi established safety performance targets to help measure the overall effectiveness of our processes and ensure we meet our safety objectives. City of Lodi will keep employees informed about safety performance goals and objectives to ensure continuous safety improvement.

Safety Management Policy Communication

The Safety Management Policy is communicated throughout the Agency, to all employees, managers, and executives, as well as contractors, and to the Lodi City Council.

This is accomplished through various processes such as:

- Workshops/training sessions - Conducted for Senior Management, Directors, Managers, Supervisors. Once this Plan or any update to this Plan has been signed by the CEO/General Manager approved by the Board of Directors and certified by Caltrans it will become standard practice in perpetuity so that SMS becomes standard business practice. All Union representatives will be kept informed.
- New Hire Safety Orientation – All new employees regardless of their classifications will be trained about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Safety bulletins, email safety newsletter blasts to staff, toolbox/tailgate safety meetings and/or safety committee meetings

Employee Safety Reporting Program

City of Lodi implemented a process that allows employees [and contracted employees] to report safety conditions to senior management, protections for employees who report safety conditions to senior management. The purpose, description and protections for employees to report unsafe conditions and hazards are described in the Employee Safety Reporting Program as below:

Purpose:

- a) To establish a system for City of Lodi employees to identify unsafe conditions or hazards at work and report them to their department management without fear of reprisal. However, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances, physical assault of a coworker or passenger, theft of agency property, unreported safety events, unreported collisions, and unreported passenger injuries or fatalities.
- b) To provide guidelines for facilitating the timely correction of unsafe conditions or hazards by City of Lodi management.

Description:

- a) This program provides a method for City of Lodi management to identify, evaluate, and correct or avoid unsafe conditions or hazards, procedural deficiencies, design inadequacies, equipment failures, or near misses that adversely affect the safety of employees.

Examples of voluntary safety reports include:

- Safety hazards in the operating environment (for example, county or city road conditions),
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection),
- Events that senior managers might not otherwise know about (for example, near misses), and
- Information about why a safety event occurred (for example, radio communication challenges).

b) The program also involves recommending corrective actions and resolutions of identified unsafe conditions or hazards and/or near miss.

c) All employees have the obligation to report immediately any unsafe conditions or hazards and near miss to their immediate supervisor /department manager and may do so without fear of reprisal.

d) Unsafe conditions or hazards may also be identified as a result of occupational injury or illness investigations and/or by accident investigation.

e) Other means by which hazards may be identified are inspections/audits or observations made by the supervisors/management staff as referenced in agency's Safety Inspection Program.

f) Findings will be published immediately following mitigation actions. If employee identification is available, direct feedback regarding mitigation will be provided.

Non-Punitive Reporting Policy

City of Lodi committed to the safest transit operating standards practicable. To achieve this, it is imperative that City of Lodi have uninhibited reporting of all safety events that may compromise safe operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

City of Lodi will not take disciplinary action against any employee who discloses a safety event. This policy shall not apply to information received by City of Lodi from a source other than the employee, or that involves an illegal act, or a deliberate or willful disregard of rules, regulations, or agency policies or procedures.

City of Lodi's method of collection, recording, and disseminating information obtained from transit safety reports has been developed to protect, to the extent permissible by law, the identity of any employee who provides transit safety information.

SMS Authorities, Accountabilities, and Responsibilities

This Plan has assigned specific SMS authorities, accountabilities, and responsibilities to the designated Accountable Executive; Chief Safety Officer; Agency's Leadership/Executive Management; and Key Staff/Employees as described below:

Accountable Executive

City of Lodi's Accountable Executive is the Public Works Director. The Public Works Director is accountable for ensuring that the Agency's SMS is effectively implemented throughout the Agency's public transportation system. The Public Works Director is accountable for ensuring action is taken, as necessary, to address substandard performance in the Agency's SMS. The Public Works Director may delegate specific responsibilities, but the ultimate accountability for the City of Lodi's safety performance cannot be delegated and always rests with the Public Works Director. The Public Works Director is accountable for ensuring that the Agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the Agency's SMS. The Accountable Executive may delegate specific responsibilities, but not accountability for City of Lodi's safety performance.

The Public Works Director roles include, but are not limited to:

- Decision-making about resources (e.g. people and funds) to support asset management, SMS activities, and capital investments;
- Signing SMS implementation planning documents;
- Endorsing SMS implementation team membership; and
- Ensuring safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Ensuring transparency in safety priorities: for the Board of Directors and for the employees.
- Establishing guidance on the level of safety risk acceptable to the agency.
- Assuring safety policy is appropriately communicated throughout the agency.
- Other duties as assigned/necessary.

Chief Safety Officer

The Chief Safety Officer has the authority and responsibility for day-to-day implementation and operation of the City of Lodi's SMS.

Chief Safety Officer's Roles include:

- Decision-making about resources (e.g., people and funds) to support asset management, SMS activities, and capital investments;

- Overseeing the safety risk management program by facilitating hazard identification, safety risk assessment, and the development and implementation of safety risk mitigations.
- Monitoring safety risk mitigation activities;
- Providing periodic reports on safety performance;
- Briefing the Accountable Executive and Lodi City Council on SMS implementation progress;
- Planning safety management training; and
- Developing and organizing annual audits/reviews of SMS processes and the Agency Safety Plan to ensure compliance with 49 CFR Part 673 requirements.
- Maintaining safety documentation.
- Other duties as assigned/necessary.

Key Staff

The Safety Manager, Contract General Manager, Contract Safety & Training Manager, Fleet Superintendent and Facilities Supervisor comprise Key Staff. Some of their responsibilities include:

- Day-to-day implementation of the Agency's SMS throughout their department and the organization.
- Communicating safety accountability and responsibility from the frontline employees to the top of the organization.
- Ensuring employees are following their working rules and procedures, safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and the Agency's SMS.
- Ensuring that employees comply with the safety reporting program and are reporting unsafe conditions and hazards to their department management; and making sure reported unsafe conditions and hazards are addressed in a timely manner.
- Ensuring that resources are sufficient to carry out employee training/certification and re-training as required by their job classifications.
- Ensuring safety of passengers, employees, and the public.
- Responding to customer complaints and expectations for frequency, reliability, and convenience of service.
- Replacing and maintaining aging facilities, equipment, and infrastructure.
- Meeting increasing demands for fixed route, commuter service and paratransit service.
- Developing and maintaining programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets.
- Establishing clear lines of safety communication and holding accountability for safety performance.
- Assisting as subject matter experts in safety risk assessment and safety risk mitigation processes.

7. SAFETY RISK MANAGEMENT (SRM)

The second component of the City of Lodi's SMS is Safety Risk Management, which includes processes and procedures to provide an understanding of the Agency's operations and vehicle maintenance to allow individuals to identify hazards associated with those activities.

City of Lodi has implemented a Safety Risk Management process for all elements of its transportation system. The Safety Risk Management process includes the following activities:

- Safety hazard identification
- Safety risk assessment, and
- Safety risk mitigation.

Safety Hazard Identification

Hazard identification is the first step in the Safety Risk Management process and a key component. It involves these fundamental safety-related activities: Identifying safety hazards and their consequences; assessing the risks associated with the consequences of the hazards; and developing mitigations to reduce the potential consequences of the identified hazards.

The following is City of Lodi's methods and processes to identify hazards. The Agency considers, as a source for hazard identification, data and information provided by an oversight authority and the FTA. Hazards are identified through a variety of sources, including:

- Employee safety reporting,
- Review of vehicle camera footage,
- Review of monthly performance data and safety performance targets,
- Observations from supervisors,
- Maintenance reports,
- Comments from customers, passengers, and third parties,
- Safety committee, driver and all-staff meetings,
- Results of audits and inspections of vehicles and facilities,
- Results of training assessments
- Investigations into safety events, incidents and occurrences, and
- Information from FTA and oversight authorities.

When a hazard has been identified, whatever the source, it is reported to the City of Lodi Chief Safety Officer, who enters it into the Hazard Log. The Chief Safety Officer also may enter hazards into this log based on reviews of operations and maintenance activities and procedures.

The Chief Safety Officer will investigate hazards to collect information and determine if hazards need to be entered into the safety risk assessment process. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard,
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary,
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard,
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.),
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard,
- Review any past reported hazards of a similar nature, and
- Evaluate tasks and/or processes associated with the reported hazard.

City of Lodi’s Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during monthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities.

Any identified hazard that poses an immediate risk to transit operations, the health and safety of employees or the public, or equipment must immediately be brought to the attention of the Accountable Executive and placed through the Safety Risk Management process for safety risk assessment and mitigation. Otherwise, hazards will be prioritized for further Safety Risk Management activity.

Safety Risk Assessment

Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards and prioritizes hazards based on the safety risk. The Chief Safety Officer, with assistance from key staff subject matter experts, is responsible for assessing identified hazards and ratings using the safety risk matrix below. Prioritizing safety risk provides the Accountable Executive with the information needed to make decisions about resource application.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome.

Probability Levels			
Description	Level	Specific Individual Item	Fleet Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence man not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The measuring goes from A to F with A being frequent or likely to occur frequently and E being improbable or expected that this event will most likely never occur. The designation F is used when potential hazards are identified and later eliminated.

Severity Levels		
Description	Level	Mishap Result Criteria
Catastrophic	1	Could Result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
Marginal	3	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M
Negligible	4	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact. Or monetary loss less than \$100k.

The Safety Risk Severity Table presents a typical safety risk. It includes four categories to denote the level of severity of the occurrence of a consequence, the meaning of each category, and the assignment of a value to each category using numbers. In this table, 1 is considered catastrophic meaning possible deaths and equipment destroyed and 4 is considered negligible or of little consequence with two levels in between.

Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Assessment Matrix				
Severity → Probability ↓	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				

Safety Risk Index Ranking		
1A, 1B, 1C, 2A, 2B	High	Unacceptable
1D, 2C, 3A, 3B	Serious	Undesirable - With management decision required
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management
4C, 4D, 4E	Low	Acceptable - without review

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive.

Safety Risk Mitigation

The Chief Safety Officer, assisted by Key Staff subject matter experts, reviews current safety risk mitigations and establish procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to City of Lodi management.

The safety risk must be mitigated if ranked as Unacceptable (High- Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low -Green) undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and
- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Safety risk mitigations are tracked and updated in the Hazard Log by the Chief Safety Officer.

8. SAFETY ASSURANCE

The third component of the Agency's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Safety assurance also helps ensure that the organization meets or exceeds its safety objectives through the collection, analysis, and assessment of data regarding the organization's performance. Safety assurance includes inspection activities to support oversight and performance monitoring.

The City of Lodi monitors its operations and maintenance protocols and procedures, and any safety risk mitigations to ensure that it is implementing them as planned. Furthermore, the Agency investigates safety events and any reports of non-compliance with applicable regulations, standards, and legal authority. Finally, the Agency continually monitors information reported to it through any internal safety reporting programs, including the employee safety reporting program.

Some of the key elements of City of Lodi's Safety Performance Monitoring and Measurement are shown below:

Safety Performance Monitoring and Measurement

As part of the Safety Assurance Process, City of Lodi:

- **Monitors the system for compliance with, and sufficiency of, the Agency's procedures for operations and maintenance through:**
 - Safety audits,
 - Informal inspections,
 - Regular review of on-board camera footage to assess drivers and specific incidents,
 - Safety surveys,
 - Employee Safety Reporting Program (ESRP),
 - Investigation of safety occurrences,
 - Safety review prior to the launch or modification of any facet of service,
 - Daily data gathering and monitoring of data relating to the delivery of service,
 - Regular vehicle inspections and preventative maintenance, and
 - Continuous feedback loop between leadership and all levels of the agency.

- **Monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended through:**
 - Reviewing results from accident, incident, and occurrence investigations,
 - Monitoring employee safety reporting,
 - Reviewing results of internal safety audits and inspections, and
 - Analyzing operational and safety data to identify emerging safety concerns.

- **Conducts investigations of safety events to identify causal factors:**

City of Lodi maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by California Department of Motor Vehicles.

The Chief Safety Officer maintains all documentation of City of Lodi's investigation policies, processes, forms, checklists, activities, and results. After an incident, an investigation report is prepared and reviewed by the Chief Safety Officer, Safety Manager, and contract staff General Manager and Safety and Training manager to determine:

- If the accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- If the accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

- **Monitors information reported through any internal safety reporting programs:**

- The Chief Safety Officer routinely reviews safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer ensures that the issues and concerns are investigated or analyzed through the safety risk assessment process.
- The Chief Safety Officer also reviews the results of internal and external reviews, including audits and assessments, with findings affecting safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The Chief Safety Officer discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Hazard Log.

In the event of a fatality, the City of Lodi complies with all FTA drug and alcohol requirements. In California, every driver involved in an accident that results in death, injury, or property damage over \$1000, effective January 1, 2017, must report the accident on a Report of Traffic Accident Occurring in California (SR 1) form to DMV. The report forms are available at www.dmv.ca.gov, by calling 1-800-777-0133, and at CHP and DMV offices. Also, under California Vehicle Code §16002(b) the driver of a vehicle that is owned or operated by a publicly owned or operated transit system, or that is operated under contract with a publicly owned or operated transit system, and that is used to provide regularly scheduled transportation to the general public or for other official business of the system shall, within 10 days of the occurrence of the accident, report to the transit system any accident of a type otherwise required to be reported pursuant to subdivision (a) of Section 16000. The City of Lodi requires driver notification to the City of Lodi immediately and maintains records of any report filed pursuant to this paragraph.

9. SAFETY PROMOTION

The fourth component of the Agency's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the Agency's safety performance. Safety Promotion sets the tone for the SMS and helps City of Lodi to establish and maintain a robust safety culture. Safety Promotion has two-components: (1) Safety Communication; and (2) Competencies and Training.

City of Lodi believes safety promotion is critical to the success of an SMS by ensuring that the entire organization fully understands and trusts its safety policies, procedures, and structure. Further, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, training employees in safety principles, and allowing open communications of safety issues.

Safety Communication & Safety Culture

Positive safety culture must be generated from the top. The actions, attitudes, and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility of each employee, with the ultimate responsibility for safety resting with Executive Management. Employees must trust that they will have management support for decisions made in the interest of safety, while also recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion at City of Lodi is to develop a positive safety culture that allows the SMS to succeed. A positive safety culture is defined as one which is:

A. An Informed Culture

- Employees understand the hazards and risks involved in their areas of operation
- Employees are provided with the necessary knowledge, training and resources
- Employees work continuously to identify and overcome threats to safety

B. A Just Culture

- Employees know and agree on what is acceptable and unacceptable behavior
- Human errors must be understood, but negligence and willful violations cannot be tolerated

C. A Reporting Culture

- Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
- When safety concerns are reported, they are analyzed, and appropriate action is taken

D. A Learning Culture

- Learning is valued as a lifetime process beyond basic-skills training

- Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
- Employees are updated on safety issues by management, and safety reports are fed back to staff so that everyone learns the pertinent lessons

City of Lodi communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through an employee safety reporting program.

Ongoing safety communication is critical and City of Lodi ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis. Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. City of Lodi's tools to support safety communication include:

- Safety bulletins
- Safety notices
- Posters
- CDs or Thumb drives or online safety video access
- Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New employee training and refresher training
- Intranet or social media
- Safety Committee Meetings

Safety promotion activities and processes include the following:

- Monthly Transit Operations Contractor Safety meetings and postings for drivers
- California Transit Indemnity Pool (CalTIP) field service days

Competencies & Training

Executive Management ensures that all employees attend the training provided to understand their specific roles and responsibilities for the implementation of SMS. City of Lodi provides SMS training in the following areas:

All Employees:

- Understanding of Safety Performance Targets
- Understanding of fundamental principles of SMS
- Understanding of Safety Reporting Program – Reporting unsafe conditions and hazards/near misses
- Understanding of their individual roles and responsibilities under SMS

Managers and Supervisors

- Understanding of Safety Risk Management
- Understanding of Safety Assurance
- Understanding of Safety Promotion
- Understanding of their individual roles and responsibilities for SMS

Executive Management:

- Understanding of management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for the consistent application of their skills as they relate to safety performance objectives. City of Lodi dedicates resources to conduct effective safety-related skill training. The scope of the safety training is appropriate to each employee's individual safety-related job responsibilities and their role in SMS. Components of City of Lodi's skill-related training include:

- Conducting training needs analyses to ensure that the right information is being taught to the right employees using the most efficient training methods.
- Communicating purpose, objectives, and outcome.
- Ensuring relevant content by directly linking training to the trainee's job experiences so trainees are more motivated to learn.
- Using active hands-on demonstrations and practice to demonstrate skills that are being taught and provide opportunities for trainees to practice skills.
- Providing regular feedback during hands-on practice and exercises.
- Reinforcing training concepts in the post-training work environment by giving employees opportunities to perform what they've learned.

City of Lodi's comprehensive safety training program applies to all City of Lodi employees and contract staff directly responsible for safety, including:

- Bus vehicle operators,
- Dispatchers,
- Maintenance technicians,
- Managers and supervisors,
- Agency Leadership and Executive Management,
- Chief Safety Officer, and
- Accountable Executive.

City of Lodi dedicates resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements for City of Lodi employees, including frequencies and refresher training, are documented in City of Lodi's Safety Training Matrix and the City of Lodi Employee Handbook. Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work),
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors and managers, and
- Accident investigation training for operations supervisors and managers. Vehicle maintenance safety-related skill training includes the following:
 - Ongoing vehicle maintenance technician skill training,
 - Ongoing skill training for vehicle maintenance supervisors,
 - Accident investigation training for vehicle maintenance supervisors,
 - Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
 - Training provided by vendors.

City of Lodi's Accountable Executive and Agency Leadership and Executive Management team must complete FTA's SMS Awareness online training.

City of Lodi conducts refresher training **quarterly** during employee safety meetings.

10. DOCUMENTATION

Pursuant to 49 CFR Part 673.31, City of Lodi maintains records related to this Safety Plan and Safety Management System (SMS) implementation for a minimum of three years. These documents include but are not limited to:

- The implementation of the SMS
- The programs, policies and procedures used to carry out this Agency Safety Plan
- The results from SMS processes and activities

City of Lodi will make these documents available to FTA Region 9, Caltrans, and other Federal and state agencies upon request.

APPENDICES

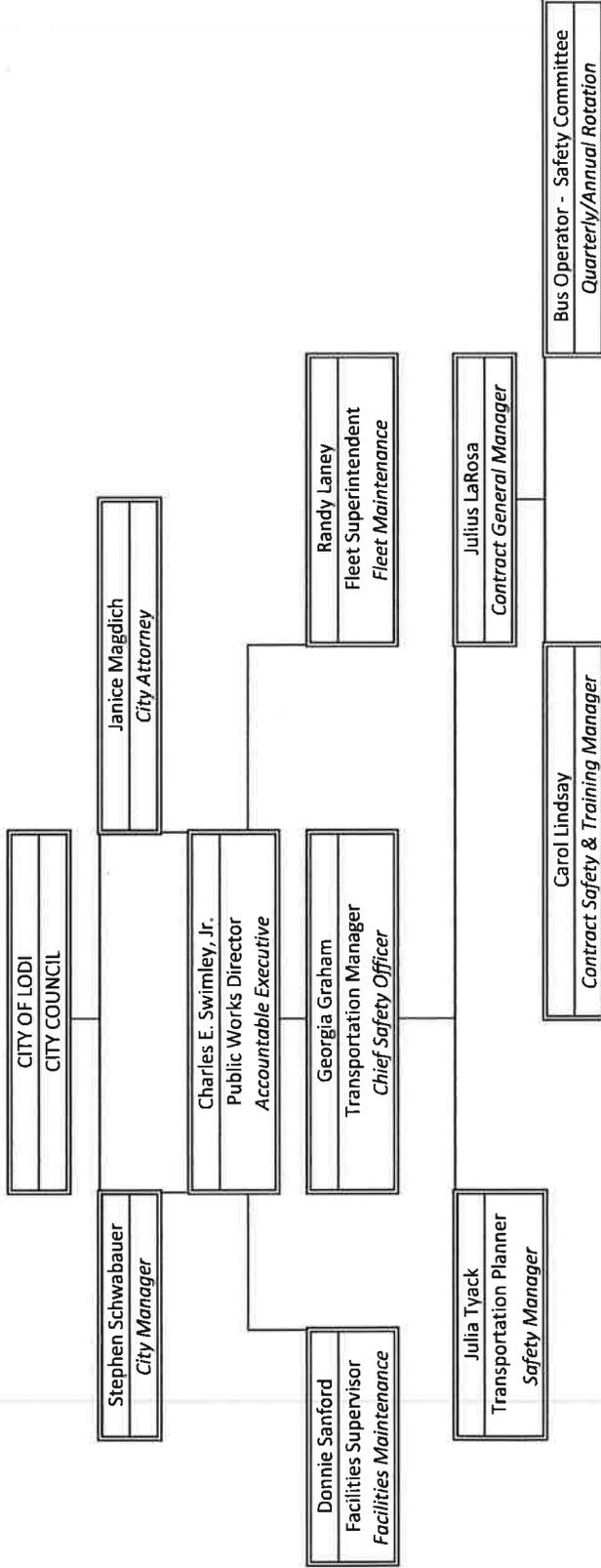
Appendix A – Staff Safety Roles Organizational Chart

Appendix B – Documentation of City Council PTASP Approval

Appendix C – Record of Revisions

APPENDIX A

**CITY OF LODI
PTASP PROGRAM
ORGANIZATIONAL CHART**



APPENDIX B

DOCUMENTATION OF CITY COUNCIL PTASP APPROVAL

Council Resolution to be inserted here

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
CITY OF LODI PUBLIC TRANSPORTATION AGENCY SAFETY
PLAN AND AUTHORIZING PUBLIC WORKS DIRECTOR TO
EXECUTE PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

WHEREAS, the City of Lodi’s Public Transportation Agency Safety Plan (PTASP) is a requirement for Federal Transit Administration (FTA) funding and was developed in accordance with FTA’s final rule for PTASPs, 49 CFR Part 637, as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, the final rule requires transit operators develop and implement a PTASP based on the Safety Management System (SMS) approach; and

WHEREAS, SMS is the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation, including systematic procedures, practices, and policies and is meant to ensure a formalized, proactive, and data-driven approach to safety risk management; and

WHEREAS, the City’s Public Works Director will be identified as Lodi’s PTASP Accountable Executive, responsible for carrying out the Agency Safety Plan and ensuring effective implementation of the program throughout the City’s transit system and the City’s Transportation Manager will be identified as Lodi’s PTASP Chief Safety Officer, responsible for day-to-day implementation and operation of the City of Lodi’s SMS; and

WHEREAS, staff recommends approving City of Lodi Public Transportation Agency Safety Plan and authorizing Public Works Director to execute Public Transportation Agency Safety Plan.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve City of Lodi Public Transportation Agency Safety Plan and authorizes the Public Works Director to execute Public Transportation Agency Safety Plan; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Fifth Amendment to the Workers' Compensation Self-Insurance Service Agreement with Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York"); for the Period July 1, 2020 to June 30, 2022 (\$277,568)

MEETING DATE: June 17, 2020

PREPARED BY: Risk Manager

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute Fifth Amendment to the Workers' Compensation Self-Insurance Service Agreement with Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York"); for the period July 1, 2020 to June 30, 2022 for \$277,568.

BACKGROUND INFORMATION: The City of Lodi has maintained the current Agreement for Workers Compensation Claims Adjusting and Administration Services with Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York"); since 2015. The current contract expires June 30, 2020.

Staff is recommending a two year amendment to the contract. Prior to the next renewal, a comprehensive request for proposals process will be done to ensure the City is receiving the best service and value for the cost currently available in the marketplace.

The attached Fifth Amendment to the Agreement reflects a three percent increase in administration costs, and allows for termination without cause on 60-day notice. All other fees will remain capped as shown in the attached amendment for the duration of the Agreement.

FISCAL IMPACT: Claims administration services - \$277,568 over two years. Additional fees such as bill review, utilization review, and investigations are billed based on factors detailed in the amendment.

FUNDING AVAILABLE: Funds are available in the Workers Compensation 66525100.72450 account to cover expenditures for Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York")

Andrew Keys
Deputy City Manager

Beverly Jensen, Risk Manager

APPROVED: _____
Stephen Schwabauer, City Manager

FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE AGREEMENT (Dated Effective as of December 1, 2005)

This Fifth Amendment to that certain Workers' Compensation Self Insurance Service Agreement dated as of December 1, 2005 and all amendments, letters of agreement and exhibits collectively (the "Agreement") by and between CITY OF LODI ("Client") and Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York");

WITNESSETH

Whereas:

The parties wish to extend the term of their Agreement as reflected below; and

The parties wish to revise the Consideration term of the Agreement as reflected below; and

The parties wish to adapt the insurance requirements as listed on Exhibit A, hereto

NOW THEREFORE

The parties hereby agree as follows:

1. The "Term of Agreement " and "Compensation" shall reflect the following:

Term:

The term of this Agreement commences on July 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2022, whichever occurs first

Claims Services

Sedgwick will provide claims handling at the following rates:

Annual Fee		
Line of Business	07/01/2020 through 06/30/2021	07/01/2021 through 06/30/2022
Workers' Compensation	\$136,733.00	\$140,835.00

Annual Fee: Our Annual Fee quotation is a guaranteed flat annual fee and applies to claims administration services provided during the 12-month contract term. Any additional administration beyond the initial 12-month contract term will be subject to an additional negotiated flat annual fee or other mutually agreed upon rate structure. If there is a significant increase in claims volume, we may propose additional charges. If client agrees to such additional charges, the fees will be adjusted accordingly. If client does not agree to such charges, we will have the right to terminate services on 60 days' notice.

Services of the Account Executive, along with phone claim reviews, are provided at no additional charge.

Managed Care Fees:

Medical Bill Review Detail	Unit	Fee
Fee Per Bill – All States	Per Bill	\$9.95
Enhanced Audit Savings	% of Savings	25%
PPO Network & Out of Network	% of	25%

**FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE
AGREEMENT (Dated Effective as of December 1, 2005)**

Case Management

Detail	Unit	Fee
California		
Telephonic Case Management	Per Hour	\$99.00
Field Case Management Hour	Per	\$99.00 (Plus Mileage: IRS Reimbursement Rate & Expenses and Wait at Hourly Rate)

Utilization Review/Certification

Detail	Unit	Fee
California		
Procedure Rate	Per Review	\$69.00
Physician Review (additional fee when applicable)	Per Review	\$149.00
Appeal Reviews	Per Review	\$149.00

Peer Review

Detail	Unit	Fee
All States		
Peer Review Hour	Per	\$195.00 - \$400.00 (Depending on Specialty)
Physician Intervention Review (Pharmacy Review with Peer to Peer Contact)	Per Hour	\$295.00

**FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE
AGREEMENT (Dated Effective as of December 1, 2005)**

Medicare Secondary Payer Services (MSA)

Detail	Unit	Fee
All States		
Mandatory CMS MMSEA Reporting	Per Claim	No Charge
Standard MSA	Per Referral	\$2,950.00
Complex/Catastrophic MSA	Per Referral	\$3,500.00
Rush MSA Additional	Per Referral	\$525.00
MSA CMS Submission	Per Referral	\$525.00
Medical Cost Projections	Per Referral	\$1,750.00
Conditional Payment Request	Per Referral	\$250.00
Conditional Payment Dispute Resolution	Per Inquiry	\$500.00
Final Settlement Document Submission	Per Referral	\$155.00
Medicare / Medicaid Investigation	Per Inquiry	\$100.00
Social Security Investigation	Per Inquiry	\$100.00
Rated Age	Per Referral	\$25.00
Medical Cost Projection to MSA Conversion	Per Referral	\$1,200.00

Our medical management services include a complete suite of all ancillary medical services, using multiple networks that address our clients' needs – including, but not limited to, pharmacy benefit management, diagnostics, durable medical equipment, transportation and translation, home health, physical therapy and independent medical exams. These services are subject to the bill review rates as quoted above, plus the applicable percentage of network savings achieved below the fee schedule or usual and customary charges.

**FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE
AGREEMENT (Dated Effective as of December 1, 2005)**

General Fees, Services, Terms and Conditions

- Outside Activity/Field Investigations will be billed at time and expense.
- During the term of a multi-year contract, except for items for which pricing for each year is explicitly listed above, pricing for each year after the first full year will increase by the greater of 3% or the percentage increase as reported by the U.S. Department of Labor - Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve-month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract. For all contracts, pricing at the end of the contract term and each year thereafter will increase by such amount, provided that (i) both parties agree and enter into a renewal contract, or (ii) the parties continue with the existing contract on a month-to-month basis.
- Billing: we will issue an electronic invoice monthly, via email. Payments shall be due and payable no later than thirty days from the invoice date.
- Pricing has been developed based on provided loss data. In the event that the loss data is erroneous or otherwise incorrect both parties agree to discuss an equitable adjustment of service fees.
- The City of Lodi may request that the services we perform be rendered in a particular or different way or additional services be provided, and we will make all reasonable efforts to comply. If such request increases our cost of providing the services, we shall be entitled to an equitable adjustment in its compensation.
- Subrogation: Our fee per feature pricing includes placing parties that it deems responsible on notice. Upon client approval, pursuit of subrogation beyond this point can be performed at 25% of recovery (exclusive of attorney fees and expenses related to litigation as well as expenses, such as locate searches, skip traces, cost and origin reports, copy service, etc. or any agreed upon contingency fees).
- Claims and Allocated Loss Adjustment Expenses (ALAE) may be handled in two ways:
 - The City of Lodi may elect to fund an account established and maintained by us. In this case, The City of Lodi will maintain and provide timely replenishment of funds to pay all Claims and ALAE and to avoid penalties and late payments. We will electronically provide a monthly recap of all deposits as well as Claims and ALAE payments. The City of Lodi will be responsible for bank fees with respect to the account.
 - The City of Lodi may elect to maintain and fund a client-owned account from which we will issue all Claim and ALAE payments. In this case, The City of Lodi will provide us with the facsimile signature of an officer, director, partner or employee of The City of Lodi to print digitally on the checks. The City of Lodi will be responsible for bank fees with respect to the account.
- These proposed fees will remain in effect for 90 days from the date of this proposal.
- This proposal contemplates that we will be entering into a direct contract with The City of Lodi. Should we be required to contract with any other party, different terms may apply.

**FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE
AGREEMENT (Dated Effective as of December 1, 2005)**

Allocated Loss Adjustment Expenses

We will arrange for various services and other costs as agent for our client. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of The City of Lodi. Our fees do not cover ALAE, and we are under no obligation to pay ALAE with our own funds.

- Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reported or recorded statements
- Costs and expenses of subrogation
- Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services
- Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- Costs of indexing claimants
- FROI/SROI Submission
- Services performed outside of our normal geographical regions
- Costs of outside investigation, signed or recorded statements
- Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Customer
- Any other extraordinary services performed by us at Customer's request
- Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Customer.

We may, but need not, elect to utilize its own staff or affiliated entities to perform any of these services. Associated fees and costs will be charged as ALAE.

FIFTH AMENDMENT TO THE WORKERS' COMPENSATION SELF-INSURANCE SERVICE AGREEMENT (Dated Effective as of December 1, 2005)

IT/RMIS Fees:

(Services outlined below are only billed if utilized)

Service	Description	Fee
RMIS	RMIS Licensing (Includes loading of 10 years of closed claims history, if requested, and all open claims, regardless of age)	Two (2) Licenses Included Additional Licenses @ \$725 per License per Year

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST: CITY OF LODI, a municipal corporation

Pamela M. Farris
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

Sedgwick Claims Management Services, Inc.
dba CSC – Lawyers Incorporating Service

By: _____


By: _____
Name: MICHAEL SHOOK
Title: Senior Vice President

Attachments:
Exhibit A – Insurance Requirements
Funding Source: _____
(Business Unit & Account No.)

Signature: 
Email: akeys@lodi.gov

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE FIFTH
AMENDMENT TO THE WORKERS' COMPENSATION SELF-
INSURANCE SERVICE AGREEMENT WITH SEDGWICK CLAIMS
MANAGEMENT SERVICES, INC., ("SEDGWICK"), AS ASSIGNEE
TO YORK RISK SERVICES GROUP, INC. ("YORK");

=====

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize and direct the City Manager to extend an Agreement for Workers Compensation claims adjusting and administration service with Sedgwick Claims Management Services, Inc., ("Sedgwick"), as assignee to York Risk Services Group, Inc. ("York"); for a period of two (2) years beginning July 1, 2020 and ending on June 30, 2022 in an amount not to exceed \$277,568.

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the Fifth Amendment to the Workers' Compensation Self-Insurance Service Agreement on behalf of the City of Lodi.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following votes:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving City of Lodi Pay Schedule Dated June 1, 2020

MEETING DATE: June 17, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving City of Lodi pay schedule dated June 1, 2020.

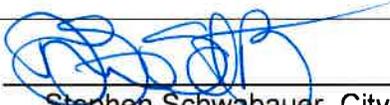
BACKGROUND INFORMATION: Public Employees' Retirement Law (PERL) Government Code sections 20636 and 20636.1 define earnable compensation for State, School, and Public Agency members. Only compensation that meets the provisions and regulations of the PERL will be considered by CalPERS for calculating retirement benefits. Government Code section 20636 and 20636.1 require pay schedules to be publicly available. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable. If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, the CalPERS Board, in its sole discretion, may determine an amount that will be considered to be payrate. CCR 570.5 outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule.

APPROVED: _____


Stephen Schwabauer, City Manager

As such, and in accordance with the above regulations, the Human Resources Manager will present, from time to time, an updated pay schedule for City Council adoption.

Staff recommends that the City Council adopt the resolution approving the attached City of Lodi salary schedule effective June 1, 2020.

FISCAL IMPACT: There is no fiscal impact

FUNDING AVAILABLE: Not applicable



Adele Post, Human Resources Manager

Andrew Keys

Andrew Keys, Deputy City Manager/Internal Services Director

City of Lodi
Salary Schedule Effective June 1, 2020

Job Title	Effective Date	Annual Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
ACCOUNTANT	1/13/2020	\$ 66,090.73	\$ 69,394.64	\$ 72,864.96	\$ 76,508.42	\$ 80,333.47
ACCOUNTING CLERK	2/10/2020	\$ 39,037.47	\$ 40,989.29	\$ 43,038.74	\$ 45,190.69	\$ 47,450.32
ACCOUNTING MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
ADMINISTRATIVE CLERK	2/10/2020	\$ 35,350.74	\$ 37,118.30	\$ 38,974.26	\$ 40,922.92	\$ 42,969.07
ADMINISTRATIVE CLERK - CONF	6/1/2020	\$ 37,483.48	\$ 39,357.65	\$ 41,325.54	\$ 43,391.83	\$ 45,561.41
ADMINISTRATIVE SECRETAR - CONF	6/1/2020	\$ 47,022.56	\$ 49,373.76	\$ 51,842.46	\$ 54,434.56	\$ 57,156.26
ADMINISTRATIVE SECRETARY	2/10/2020	\$ 47,022.56	\$ 49,373.76	\$ 51,842.46	\$ 54,434.56	\$ 57,156.26
ANIMAL SERVICES SUPERVISOR	2/10/2020	\$ 45,876.69	\$ 48,170.61	\$ 50,579.11	\$ 53,108.01	\$ 55,763.45
AQUATICS COORDINATOR	2/10/2020	\$ 46,565.86	\$ 48,894.21	\$ 51,338.93	\$ 53,905.85	\$ 56,601.08
ASSISTANT ANIMAL SERVICES OFFI	2/10/2020	\$ 39,893.84	\$ 41,888.49	\$ 43,982.99	\$ 46,182.15	\$ 48,491.24
ASSISTANT CITY CLERK	1/13/2020	\$ 57,767.94	\$ 60,656.34	\$ 63,689.15	\$ 66,873.60	\$ 70,217.28
ASSISTANT ENGINEER	1/13/2020	\$ 78,620.82	\$ 82,551.91	\$ 86,679.50	\$ 91,013.45	\$ 95,564.01
ASSISTANT PLANNER	1/13/2020	\$ 59,408.66	\$ 62,379.08	\$ 65,497.99	\$ 68,772.85	\$ 72,211.48
ASSOCIATE CIVIL ENGINEER	1/13/2020	\$ 86,482.83	\$ 90,806.97	\$ 95,347.25	\$ 100,114.71	\$ 105,120.34
ASSOCIATE PLANNER	1/13/2020	\$ 65,349.50	\$ 68,617.07	\$ 72,047.84	\$ 75,650.26	\$ 79,432.71
ASST ENGINEER/PLANS EXAMINER	1/13/2020	\$ 78,620.82	\$ 82,551.91	\$ 86,679.50	\$ 91,013.45	\$ 95,564.01
BUDGET MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
BUILDING INSPECTOR I	2/10/2020	\$ 54,295.72	\$ 56,876.94	\$ 59,720.80	\$ 62,706.93	\$ 65,842.20
BUILDING INSPECTOR II	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
BUILDING OFFICIAL	1/13/2020	\$ 94,845.63	\$ 99,587.08	\$ 104,566.73	\$ 109,794.32	\$ 115,284.85
BUILDING SERVICES SUPERVISOR	2/10/2020	\$ 56,215.58	\$ 59,026.26	\$ 61,977.54	\$ 65,076.52	\$ 68,330.45
BUSINESS DEVELOPMENT MANAGER	1/13/2020	\$ 92,907.26	\$ 97,552.62	\$ 102,430.26	\$ 107,551.77	\$ 112,929.35
CHIEF WASTEWATER PLANT OPERATO	2/10/2020	\$ 69,668.48	\$ 73,151.84	\$ 76,809.48	\$ 80,649.88	\$ 84,682.46
CITY ATTORNEY	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 193,656.80
CITY CLERK	3/23/2020	\$ -	\$ -	\$ -	\$ -	\$ 120,436.29
CITY ENGINEER/DEP PW DIRECTOR	1/13/2020	\$ 124,874.15	\$ 131,117.76	\$ 137,673.40	\$ 144,557.42	\$ 151,695.03
CITY MANAGER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 212,025.55
CITY PLANNER	1/13/2020	\$ 94,845.63	\$ 99,587.08	\$ 104,566.73	\$ 109,794.32	\$ 115,284.85
CODE ENFORCEMENT OFFICER	2/10/2020	\$ 56,748.03	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62
COMMUNITY CENTER MANAGER	1/13/2020	\$ 67,461.74	\$ 70,834.83	\$ 74,376.63	\$ 78,095.44	\$ 82,000.09
COMMUNITY DEVELOPMENT DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 145,945.37
COMMUNITY SERVICE OFFICER-P.D.	8/26/2019	\$ 49,862.97	\$ 52,356.15	\$ 54,974.06	\$ 57,722.73	\$ 60,608.78
COMPLIANCE ENGINEER	1/13/2020	\$ 86,482.83	\$ 90,806.97	\$ 95,347.25	\$ 100,114.71	\$ 105,120.34
CONSTRUCTION PROJECT MANAGER	1/13/2020	\$ 82,482.89	\$ 86,607.12	\$ 90,937.40	\$ 95,484.24	\$ 100,258.49
CONSTRUCTION/MAINT. SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 156,359.06
CUSTOMER SERV SUP	1/13/2020	\$ 61,417.40	\$ 64,488.34	\$ 67,712.75	\$ 71,098.50	\$ 74,653.26
CUSTOMER SERVICE REP. I	2/10/2020	\$ 35,488.75	\$ 37,263.18	\$ 39,126.30	\$ 41,082.53	\$ 43,136.68
CUSTOMER SERVICE REP. II	2/10/2020	\$ 39,037.47	\$ 40,989.29	\$ 43,038.74	\$ 45,190.69	\$ 47,450.32
DEPUTY CITY ATTORNEY	1/13/2020	\$ 100,986.54	\$ 106,035.87	\$ 111,337.67	\$ 116,904.58	\$ 122,749.78
DEPUTY CITY CLERK	6/1/2020	\$ 51,059.21	\$ 53,612.17	\$ 56,292.79	\$ 59,107.43	\$ 62,062.80
DEPUTY CITY MANAGER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 179,355.75
DEPUTY DIRECTOR PRCS	1/13/2020	\$ 93,647.05	\$ 98,329.40	\$ 103,245.86	\$ 108,408.15	\$ 113,828.56
DEPUTY FIRE CHIEF	7/1/2019	\$ 125,503.09	\$ 131,778.16	\$ 138,367.06	\$ 145,285.46	\$ 152,549.73
DISPATCH SUPERVISOR	1/13/2020	\$ 75,029.36	\$ 78,780.96	\$ 82,720.01	\$ 86,855.96	\$ 91,198.75
DISPATCHER/JAILER	8/26/2019	\$ 56,743.23	\$ 59,580.33	\$ 62,559.43	\$ 65,687.35	\$ 68,971.70
DISTRIBUTION PLANNER	1/13/2020	\$ 97,444.36	\$ 102,325.08	\$ 107,441.88	\$ 112,822.58	\$ 118,450.80
DISTRIBUTION PLANNING SUP	1/13/2020	\$ 107,218.02	\$ 112,556.08	\$ 118,189.24	\$ 124,112.04	\$ 130,299.26
DPTY PUBLIC WORKS DIRECTOR-WWS	1/13/2020	\$ 124,874.15	\$ 131,117.76	\$ 137,673.40	\$ 144,557.42	\$ 151,695.03
ELEC DIST OPERATOR SUPERVISOR	2/10/2020	\$ -	\$ -	\$ -	\$ 135,978.18	\$ 142,789.14
ELEC UTILITY BUSINESS ANALYST	1/13/2020	\$ 79,314.86	\$ 83,280.85	\$ 87,444.90	\$ 91,817.15	\$ 96,408.00
ELEC UTILITY SUPERINTENDENT	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
ELECTRIC APPARATUS MECHANIC	1/13/2020	\$ 84,718.92	\$ 88,958.22	\$ 93,428.92	\$ 98,088.12	\$ 103,013.56
ELECTRIC DISTRIBUTION OPER I	2/10/2020	\$ 101,699.78	\$ 106,784.60	\$ 112,483.80	\$ 117,730.08	\$ 123,616.48
ELECTRIC DISTRIBUTION OPER II	2/10/2020	\$ -	\$ -	\$ -	\$ 123,616.48	\$ 129,797.46
ELECTRIC FOREMAN/FOREWOMAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,140.96
ELECTRIC GROUNDWORKER	1/13/2020	\$ 66,987.70	\$ 70,335.72	\$ 73,849.10	\$ 77,550.98	\$ 81,417.96
ELECTRIC LINE APPRENTICE I	1/13/2020	\$ 76,219.78	\$ 80,030.60	\$ 84,032.00	\$ 88,233.60	\$ 92,645.02
ELECTRIC LINE APPRENTICE II	1/13/2020	\$ 101,910.12	\$ 107,005.60	\$ -	\$ -	\$ -
ELECTRIC LINEMAN/LINWOMAN	1/13/2020	\$ -	\$ -	\$ -	\$ 117,705.64	\$ 123,616.48
ELECTRIC MATERIALS TECHNICIAN	1/13/2020	\$ 75,853.18	\$ 79,644.76	\$ 83,629.52	\$ 87,810.06	\$ 92,198.08

City of Lodi
Salary Schedule Effective June 1, 2020

ELECTRIC TROUBLESHOOTER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 126,505.34
ELECTRIC UTILITY DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 192,209.18
ELECTRIC UTILITY RATE ANALYST	1/13/2020	\$ 82,820.80	\$ 86,962.93	\$ 91,310.56	\$ 95,875.57	\$ 100,670.35
ELECTRICAL DRAFTING TECHNICIAN	1/13/2020	\$ 71,392.10	\$ 74,966.84	\$ 78,703.82	\$ 82,644.12	\$ 86,777.34
ELECTRICAL ENGINEER	1/13/2020	\$ 105,927.69	\$ 111,224.15	\$ 116,785.23	\$ 122,624.56	\$ 128,755.79
ELECTRICAL ENGINEERING TECH	1/13/2020	\$ 78,541.32	\$ 82,455.36	\$ 86,581.56	\$ 90,920.18	\$ 95,447.30
ELECTRICAL TECHNICIAN	1/13/2020	\$ 113,039.94	\$ 118,690.52	\$ 124,623.72	\$ 130,854.36	\$ 137,401.68
ELECTRICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ 97,037.89	\$ 101,910.68
ENGINEERING AIDE	2/10/2020	\$ 42,969.75	\$ 45,118.24	\$ 47,374.16	\$ 49,742.85	\$ 52,230.02
ENGINEERING TECHNICIAN I	2/10/2020	\$ 54,683.42	\$ 57,417.51	\$ 60,288.36	\$ 63,302.85	\$ 66,468.00
ENGINEERING TECHNICIAN II	2/10/2020	\$ 60,151.74	\$ 63,159.20	\$ 66,317.21	\$ 69,633.04	\$ 73,114.69
ENVIRONMENTAL COMPLIANCE INSP.	2/10/2020	\$ 57,690.59	\$ 60,575.13	\$ 63,603.87	\$ 66,784.07	\$ 70,123.24
ENVIRONMENTAL COMPLIANCE INSP.	2/10/2020	\$ 58,148.29	\$ 61,055.63	\$ 64,108.43	\$ 67,313.80	\$ 70,694.54
EQUIPMENT SERVICE WORKER	2/10/2020	\$ 42,270.78	\$ 44,384.30	\$ 46,603.49	\$ 48,933.66	\$ 51,380.40
EQUIPMENT SERVICE WORKER	2/10/2020	\$ 42,842.80	\$ 44,984.96	\$ 47,234.20	\$ 49,595.94	\$ 52,075.77
EU RESOURCES ANALYST	1/13/2020	\$ 104,260.56	\$ 109,473.56	\$ 114,947.26	\$ 120,694.61	\$ 126,729.35
EVENT COORDINATOR	2/10/2020	\$ 55,669.80	\$ 58,453.20	\$ 61,375.82	\$ 64,444.72	\$ 67,667.04
EXECUTIVE ADMINISTRATIVE ASST	6/1/2020	\$ 59,122.82	\$ 62,078.97	\$ 65,182.92	\$ 68,442.06	\$ 71,864.16
FACILITIES MAINT WORKER	2/10/2020	\$ 46,459.20	\$ 48,782.13	\$ 51,221.28	\$ 53,782.35	\$ 56,471.44
FACILITIES SUPERINTENDENT	1/13/2020	\$ 78,728.00	\$ 82,664.40	\$ 86,797.62	\$ 91,137.50	\$ 95,694.37
FACILITIES SUPERVISOR	2/10/2020	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
FIELD SERVICES REPRESENTATIVE	2/10/2020	\$ 48,260.54	\$ 50,673.60	\$ 53,207.30	\$ 55,867.70	\$ 58,661.01
FIELD SERVICES SUPERVISOR	2/10/2020	\$ 55,553.84	\$ 58,331.57	\$ 61,248.15	\$ 64,310.43	\$ 67,525.99
FINANCE TECHNICIAN	2/10/2020	\$ 47,235.33	\$ 49,597.15	\$ 52,077.00	\$ 54,680.94	\$ 57,414.89
FIRE BATTALION CHIEF	7/1/2019	\$ 104,585.98	\$ 109,815.23	\$ 115,305.98	\$ 121,071.26	\$ 127,124.85
FIRE BATTALION CHIEF - 112 HRS	7/1/2019	\$ 104,585.98	\$ 109,815.23	\$ 115,305.98	\$ 121,071.26	\$ 127,124.85
FIRE CAPTAIN	1/13/2020	\$ 85,753.08	\$ 90,040.64	\$ 94,542.65	\$ 99,269.62	\$ 104,233.31
FIRE CAPTAIN - 80 HOURS	1/13/2020	\$ 85,753.08	\$ 90,040.64	\$ 94,542.65	\$ 99,269.62	\$ 104,233.31
FIRE CAPTAIN - ACTING	1/13/2020	\$ 83,255.42	\$ 87,418.14	\$ 91,788.91	\$ 96,378.38	\$ 101,197.31
FIRE CHIEF	8/12/2019	\$ -	\$ -	\$ -	\$ -	\$ 177,849.86
FIRE ENGINEER	1/13/2020	\$ 74,076.75	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64
FIRE ENGINEER - 80 HOURS	1/13/2020	\$ 74,076.75	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64
FIRE FIGHTER I	1/13/2020	\$ 58,040.97	\$ -	\$ -	\$ -	\$ -
FIRE FIGHTER I - 112 HOURS	1/13/2020	\$ 58,040.97	\$ -	\$ -	\$ -	\$ -
FIRE FIGHTER II	1/13/2020	\$ 63,989.78	\$ 67,189.21	\$ 70,548.53	\$ 74,076.06	\$ 77,779.73
FIRE FIGHTER II-80	1/13/2020	\$ 63,989.78	\$ 67,189.21	\$ 70,548.53	\$ 74,076.06	\$ 77,779.73
FIRE INSPECTOR	1/13/2020	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64	\$ 94,542.78
FLEET SERVICES SUPERVISOR	2/10/2020	\$ 64,169.07	\$ 67,377.50	\$ 70,746.43	\$ 74,283.77	\$ 77,997.87
FLEET SUPERINTENDENT	1/13/2020	\$ 73,091.63	\$ 76,746.19	\$ 80,583.56	\$ 84,612.75	\$ 88,843.29
HEAVY EQUIPMENT MECHANIC	2/10/2020	\$ 50,730.24	\$ 53,266.79	\$ 55,930.06	\$ 58,726.56	\$ 61,662.95
HEAVY EQUIPMENT MECHANIC	2/10/2020	\$ 53,018.54	\$ 55,669.57	\$ 58,453.01	\$ 61,375.63	\$ 64,444.43
HUMAN RESOURCES MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
HUMAN RESOURCES TECHNICIAN	6/1/2020	\$ 49,879.59	\$ 52,373.56	\$ 54,992.24	\$ 57,741.86	\$ 60,628.94
INFORMATION SYSTEMS MANAGER	1/13/2020	\$ 93,313.85	\$ 97,979.55	\$ 102,878.61	\$ 108,022.44	\$ 113,423.60
INFORMATION SYSTEMS SPECIALIST	2/10/2020	\$ 53,648.70	\$ 56,331.28	\$ 59,151.45	\$ 62,105.06	\$ 65,210.32
INFORMATION TECHNOLOGY MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
JUNIOR ENGINEER	2/10/2020	\$ 71,460.17	\$ 75,033.22	\$ 78,784.79	\$ 82,724.05	\$ 86,860.25
JUNIOR PLANNER	2/10/2020	\$ 53,997.84	\$ 56,697.64	\$ 59,532.53	\$ 62,509.16	\$ 65,634.65
JUNIOR PLANS EXAMINER/ENGINEER	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
LABORATORY SUPERVISOR	2/10/2020	\$ 69,668.48	\$ 73,151.90	\$ 76,809.48	\$ 80,649.95	\$ 84,682.46
LABORATORY TECHNICIAN I	2/10/2020	\$ 45,951.64	\$ 48,249.30	\$ 50,661.81	\$ 53,194.91	\$ 55,854.54
LABORATORY TECHNICIAN II	2/10/2020	\$ 50,542.89	\$ 53,070.01	\$ 55,723.53	\$ 58,509.76	\$ 61,435.15
LEAD DISPATCHER/JAILER	8/26/2019	\$ 60,175.72	\$ 63,184.47	\$ 66,343.66	\$ 69,660.86	\$ 73,143.82
LEAD ELECTRICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 112,102.20
LEAD EQUIPMENT MECHANIC	2/10/2020	\$ 55,803.24	\$ 58,593.45	\$ 61,523.06	\$ 64,599.22	\$ 67,829.22
LEAD EQUIPMENT MECHANIC	2/10/2020	\$ 58,091.54	\$ 60,996.11	\$ 64,045.99	\$ 67,248.31	\$ 70,610.70
LEGAL SECRETARY	6/1/2020	\$ 56,307.50	\$ 59,122.86	\$ 62,079.02	\$ 65,182.97	\$ 68,442.11
LIBRARIAN I	1/13/2020	\$ 56,579.56	\$ 59,408.51	\$ 62,378.94	\$ 65,497.86	\$ 68,772.85
LIBRARIAN II	1/13/2020	\$ 62,237.59	\$ 65,349.50	\$ 68,616.90	\$ 72,047.84	\$ 75,650.12
LIBRARY ASSISTANT	2/10/2020	\$ 37,118.42	\$ 38,974.26	\$ 40,923.05	\$ 42,969.20	\$ 45,117.54
LIBRARY DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 128,544.00
LIBRARY SERVICES MANAGER	1/13/2020	\$ 74,512.04	\$ 78,236.91	\$ 82,149.40	\$ 86,257.09	\$ 90,569.47
LIBRARY TECHNICIAN	2/10/2020	\$ 46,954.61	\$ 49,302.32	\$ 51,767.47	\$ 54,355.85	\$ 57,073.61

City of Lodi
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LITERACY/VOLUNTEER MANAGER	1/13/2020	\$ 51,923.00	\$ 54,519.15	\$ 57,245.13	\$ 60,107.37	\$ 63,112.73
MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
MAINTENANCE WORKER II	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
MANAGEMENT ANALYST	1/13/2020	\$ 65,794.98	\$ 69,084.71	\$ 72,538.23	\$ 76,166.55	\$ 79,974.21
MANAGEMENT ANALYST - CONF	1/13/2020	\$ 65,794.98	\$ 69,084.74	\$ 72,538.96	\$ 76,165.91	\$ 79,974.21
METERING TECHNICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 110,686.42
MGR. ENGINEERING & OPERATIONS	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
NEIGHBORHOOD SERVICES MANAGER	1/13/2020	\$ 94,871.65	\$ 99,613.96	\$ 104,595.38	\$ 109,825.04	\$ 115,316.42
NETWORK ADMINISTRATOR	1/13/2020	\$ 89,476.98	\$ 93,950.68	\$ 98,648.74	\$ 103,581.18	\$ 108,760.29
NETWORK TECHNICIAN	2/10/2020	\$ 64,337.70	\$ 67,554.65	\$ 70,932.32	\$ 74,478.98	\$ 78,203.02
PARK MAINTENANCE WORKER I	2/10/2020	\$ 38,322.07	\$ 40,238.23	\$ 42,250.07	\$ 44,362.59	\$ 46,580.69
PARK MAINTENANCE WORKER II	2/10/2020	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
PARK MAINTENANCE WORKER III	2/10/2020	\$ 46,366.67	\$ 48,710.18	\$ 51,119.22	\$ 53,675.24	\$ 56,358.97
PARK SUPERINTENDENT	1/13/2020	\$ 81,432.29	\$ 85,503.88	\$ 89,779.07	\$ 94,268.03	\$ 98,981.41
PARK SUPERVISOR	2/10/2020	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
PARKING ENFORCEMENT ASSISTANT	2/10/2020	\$ 40,201.10	\$ 42,211.18	\$ 44,321.78	\$ 46,537.90	\$ 48,864.73
PARKS PROJECT COORDINATOR	2/10/2020	\$ 66,166.82	\$ 69,475.20	\$ 72,948.88	\$ 76,596.35	\$ 80,426.16
PARKS, REC & CULTURAL SERV DIR.	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,496.14
PARTS CLERK	2/10/2020	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
PAYROLL TECHNICIAN	2/10/2020	\$ 47,235.33	\$ 49,597.15	\$ 52,077.00	\$ 54,680.94	\$ 57,414.89
PERMIT TECHNICIAN	2/10/2020	\$ 44,658.93	\$ 46,892.41	\$ 49,237.00	\$ 51,698.94	\$ 54,283.88
PLANT & EQUIPMENT MECHANIC	2/10/2020	\$ 52,445.02	\$ 55,066.27	\$ 57,818.12	\$ 60,708.08	\$ 63,743.65
PLANT & EQUIPMENT MECHANIC A	2/10/2020	\$ 56,942.52	\$ 59,789.65	\$ 62,779.16	\$ 65,918.07	\$ 69,213.97
POLICE CAPTAIN	1/13/2020	\$ 139,354.35	\$ 146,321.91	\$ 153,638.07	\$ 161,319.88	\$ 169,385.91
POLICE CHIEF	5/4/2020	\$ -	\$ -	\$ -	\$ -	\$ 204,900.48
POLICE CORPORAL	1/13/2020	\$ 84,661.41	\$ 88,894.55	\$ 93,339.32	\$ 98,006.26	\$ 102,906.52
POLICE LIEUTENANT	1/13/2020	\$ 116,128.66	\$ 121,934.96	\$ 128,031.70	\$ 134,433.32	\$ 141,154.92
POLICE OFFICER	1/13/2020	\$ 79,869.29	\$ 83,862.76	\$ 88,055.93	\$ 92,458.78	\$ 97,081.68
POLICE OFFICER TRAINEE	1/13/2020	\$ 65,067.71	\$ 68,321.04	\$ 71,737.16	\$ 75,324.03	\$ 79,090.20
POLICE RECORD CLERK I	2/10/2020	\$ 35,087.98	\$ 36,842.30	\$ 38,684.49	\$ 40,618.67	\$ 42,649.69
POLICE RECORDS CLERK II	2/10/2020	\$ 38,596.90	\$ 40,526.67	\$ 42,553.00	\$ 44,680.68	\$ 46,914.70
POLICE RECORDS CLERK SUPERVISOR	2/10/2020	\$ 44,379.63	\$ 46,598.64	\$ 48,928.51	\$ 51,374.88	\$ 53,943.71
POLICE SERGEANT	1/13/2020	\$ 96,773.89	\$ 101,612.39	\$ 106,693.03	\$ 112,027.71	\$ 117,629.18
PROGRAM COORDINATOR	2/10/2020	\$ 41,307.71	\$ 43,373.00	\$ 45,541.61	\$ 47,818.72	\$ 50,209.74
PROGRAMMER/ANALYST	2/10/2020	\$ 62,150.31	\$ 65,168.52	\$ 68,426.95	\$ 71,848.29	\$ 75,440.70
PROPERTY & EVIDENCE TECHNICIAN	8/26/2019	\$ 49,862.97	\$ 52,356.15	\$ 54,974.06	\$ 57,722.73	\$ 60,608.78
PT - CITY COUNCILMEMBER	1/1/2014	\$ -	\$ -	\$ -	\$ -	\$ 10,320.96
PUBLIC WORK MANAGEMENT ANALYST	1/13/2020	\$ 75,664.16	\$ 79,447.45	\$ 83,419.81	\$ 87,590.82	\$ 91,970.36
PUBLIC WORKS DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 175,207.75
PUBLIC WORKS INSPECTOR I	2/10/2020	\$ 54,168.61	\$ 56,876.94	\$ 59,720.80	\$ 62,706.93	\$ 65,842.20
PUBLIC WORKS INSPECTOR II	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
RATES AND RESOURCE MANAGER	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
RECREATION MANAGER	1/13/2020	\$ 61,328.20	\$ 64,395.04	\$ 67,615.48	\$ 70,996.12	\$ 74,545.50
RECREATION SUPERINTENDENT	1/13/2020	\$ 67,461.62	\$ 70,834.83	\$ 74,376.49	\$ 78,095.32	\$ 82,000.09
REVENUE MANAGER	1/13/2020	\$ 97,631.01	\$ 102,512.56	\$ 107,638.19	\$ 113,020.10	\$ 118,671.10
RISK MANAGEMENT TECHNICIAN	6/1/2020	\$ 49,879.59	\$ 52,373.56	\$ 54,992.24	\$ 57,741.86	\$ 60,628.94
RISK MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
SECRETARY TO THE CITY MANAGER	6/1/2020	\$ 59,122.82	\$ 62,078.97	\$ 65,182.92	\$ 68,442.06	\$ 71,864.16
SENIOR ADMINISTRATIVE CLERK	2/10/2020	\$ 38,885.84	\$ 40,830.09	\$ 42,871.69	\$ 45,015.23	\$ 47,266.04
SENIOR CIVIL ENGINEER	1/13/2020	\$ 97,568.21	\$ 102,449.63	\$ 107,571.17	\$ 112,952.74	\$ 118,594.37
SENIOR ELECTRICAL TECHNICIAN	1/13/2020	\$ 124,572.76	\$ 130,808.86	\$ 137,336.68	\$ 144,215.24	\$ 151,416.20
SENIOR ENGINEERING TECHNICIAN	2/10/2020	\$ 66,166.82	\$ 69,475.20	\$ 72,948.88	\$ 76,596.35	\$ 80,426.16
SENIOR FACILITIES MAINT WORKER	2/10/2020	\$ 51,105.04	\$ 53,660.23	\$ 56,343.26	\$ 59,160.47	\$ 62,118.56
SENIOR LIBRARY ASSISTANT	2/10/2020	\$ 40,830.09	\$ 42,871.69	\$ 45,015.23	\$ 47,266.04	\$ 49,629.24
SENIOR PLANNER	1/13/2020	\$ 79,591.26	\$ 83,571.26	\$ 87,749.05	\$ 92,137.33	\$ 96,743.95
SENIOR POLICE ADMIN. CLERK	2/10/2020	\$ 41,162.55	\$ 43,220.82	\$ 45,381.71	\$ 47,650.71	\$ 50,033.33
SENIOR POWER ENGINEER	1/13/2020	\$ 116,521.59	\$ 122,347.69	\$ 128,465.00	\$ 134,888.25	\$ 141,632.71
SENIOR PROGRAMMER/ANALYST	1/13/2020	\$ 81,329.93	\$ 85,396.29	\$ 89,666.67	\$ 94,151.10	\$ 98,858.65
SENIOR STOREKEEPER	2/10/2020	\$ 47,647.52	\$ 50,029.85	\$ 52,531.37	\$ 55,157.93	\$ 57,915.89
SENIOR TRAFFIC ENGINEER	1/13/2020	\$ 97,577.75	\$ 102,459.59	\$ 107,581.58	\$ 112,963.46	\$ 118,605.69
SERVICE WRITER	2/10/2020	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
SR ELECTRICAL ENGINEERING TECH	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 113,396.40
SR. PAYROLL TECHNICIAN	2/10/2020	\$ 51,958.87	\$ 54,556.87	\$ 57,284.70	\$ 60,149.04	\$ 63,156.39

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STREET MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
STREET MAINTENANCE WORKER I	2/10/2020	\$ 41,267.22	\$ 43,330.53	\$ 45,497.16	\$ 47,771.99	\$ 50,160.58
STREET MAINTENANCE WORKER II	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
STREET MAINTENANCE WORKER II	2/10/2020	\$ 45,281.61	\$ 47,545.58	\$ 49,922.90	\$ 52,418.99	\$ 55,039.99
STREET MAINTENANCE WORKER III	2/10/2020	\$ 48,682.37	\$ 51,116.44	\$ 53,672.20	\$ 56,355.90	\$ 59,173.67
STREET MAINTENANCE WORKER III	2/10/2020	\$ 50,169.76	\$ 52,678.23	\$ 55,312.15	\$ 58,077.77	\$ 60,981.63
STREET SUPERVISOR	2/10/2020	\$ 61,706.21	\$ 64,791.56	\$ 68,031.15	\$ 71,432.62	\$ 75,004.31
STREET SUPERVISOR	2/10/2020	\$ 63,651.30	\$ 66,833.85	\$ 70,175.53	\$ 73,684.36	\$ 77,368.58
SUBSTATION TECHNICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ 130,854.36	\$ 137,401.68
SUBSTATION/METERING SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 156,359.06
SUPERVISING ACCOUNTANT	1/13/2020	\$ 77,791.30	\$ 81,680.78	\$ 85,764.92	\$ 90,053.18	\$ 94,555.79
SUPERVISING BUDGET ANALYST	1/13/2020	\$ 80,983.02	\$ 85,008.77	\$ 89,259.20	\$ 93,722.16	\$ 98,408.27
SUPERVISING CUSTOMER SERV.REP.	1/2/2017	\$ 44,103.95	\$ 46,309.20	\$ 48,624.65	\$ 51,055.97	\$ 53,608.68
TRAFFIC/SIGN MAKING WORKER	2/10/2020	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
TRANSPORTATION MANAGER	1/13/2020	\$ 97,577.75	\$ 102,459.59	\$ 107,581.58	\$ 112,963.46	\$ 118,605.69
TROUBLESHOOTING SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,140.96
UTILITIES MANAGER	1/13/2020	\$ 113,454.99	\$ 119,127.86	\$ 125,084.25	\$ 131,338.33	\$ 137,905.36
UTILITIES SUPERINTENDENT - PW	2/10/2020	\$ 108,518.77	\$ 113,944.70	\$ 119,642.00	\$ 125,624.10	\$ 131,905.31
UTILITY BILLING SPECIALIST	2/10/2020	\$ 42,941.24	\$ 45,088.31	\$ 47,342.72	\$ 49,709.86	\$ 52,195.34
UTILITY EQUIPMENT SPECIALIST	1/13/2020	\$ 73,676.98	\$ 77,371.84	\$ 81,250.26	\$ 85,301.32	\$ 89,575.98
W/WW MAINTENANCE WORKER 2	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
W/WW MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
WASTEWATER PLANT OPERATOR I	2/10/2020	\$ 50,046.27	\$ 52,548.63	\$ 55,176.00	\$ 57,934.81	\$ 60,831.58
WASTEWATER PLANT OPERATOR II	2/10/2020	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WASTEWATER PLANT OPERATOR III	2/10/2020	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WASTEWATER PLANT SUPERINTENDEN	2/10/2020	\$ 102,251.88	\$ 107,364.61	\$ 112,732.51	\$ 118,369.14	\$ 124,287.59
WATER / WASTEWATER SUPERVISOR	2/10/2020	\$ 66,349.75	\$ 69,669.30	\$ 73,149.76	\$ 76,809.48	\$ 80,650.72
WATER / WASTEWATER SUPERVISOR	2/10/2020	\$ 71,866.11	\$ 75,459.37	\$ 79,232.29	\$ 83,193.96	\$ 87,353.65
WATER PLANT OPERATOR II	2/10/2020	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WATER PLANT OPERATOR III	2/10/2020	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WATER PLANT SUPERINTENDENT	2/10/2020	\$ 102,251.88	\$ 107,364.61	\$ 112,732.51	\$ 118,369.14	\$ 124,287.59
WATER SERVICES TECHNICIAN I	2/10/2020	\$ 64,239.65	\$ 67,451.63	\$ 70,824.21	\$ 74,365.36	\$ 78,083.61
WATER SERVICES TECHNICIAN II	2/10/2020	\$ 70,663.50	\$ 74,196.65	\$ 77,906.50	\$ 81,801.89	\$ 85,892.01
WATER/WASTEWATER MAINT WKR I	2/10/2020	\$ 41,614.36	\$ 43,695.05	\$ 45,879.89	\$ 48,173.77	\$ 50,582.53
WATER/WASTEWATER MAINT WKR II	2/10/2020	\$ 46,166.54	\$ 48,474.88	\$ 50,898.65	\$ 53,443.56	\$ 56,115.73
WATER/WASTEWATER MAINT WKR III	2/10/2020	\$ 48,682.37	\$ 51,116.30	\$ 53,672.34	\$ 56,355.90	\$ 59,173.67
WATER/WASTEWATER MAINT WKR III	2/10/2020	\$ 52,116.92	\$ 54,722.90	\$ 57,459.05	\$ 60,331.88	\$ 63,348.53
WATERSHED PROGRAM COORDINATOR	2/10/2020	\$ 41,307.71	\$ 43,373.00	\$ 45,541.61	\$ 47,818.72	\$ 50,209.74
WELDER - MECHANIC	2/10/2020	\$ 50,728.98	\$ 53,267.35	\$ 55,931.02	\$ 58,727.38	\$ 61,663.51
YOUTH OUTREACH WORKER	2/10/2020	\$ 45,118.24	\$ 47,839.66	\$ 50,704.31	\$ 53,736.02	\$ 57,507.86

City of Lodi
Salary Schedule Effective June 1, 2020

Part-Time Job Title	Effective Date	Hourly Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
PT - ACCOUNTANT	1/1/2014	\$ 39.60	\$ -	\$ -	\$ -	\$ -
PT - PIO RETIRED ANNUITANT	3/17/2020	\$ 65.00	\$ -	\$ -	\$ -	\$ -
PT - CUSTOMER SERVICE REP	8/31/2015	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61
PT - FINANCE TECHNICIAN	1/1/2014	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05
PT - SENIOR ADMIN CLERK	8/31/2015	\$ 16.78	\$ 17.62	\$ 18.50	\$ 19.42	\$ 20.39
PT - ADMINISTRATIVE SUPPORT	1/13/2020	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
PT - ADMINISTRATIVE CLERK	12/1/2015	\$ 15.25	\$ 16.02	\$ 16.82	\$ 17.66	\$ 18.54
PT - ADMINISTRATIVE CLERK - RE	1/1/2014	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.00	\$ 18.90
PT - DOCENT COORDINATOR	4/3/2019	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
PT - INTERN	1/1/2020	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
PT - PW INTERN	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.90	\$ 14.59
PT - ELECTRICAL TECHNICIAN	1/1/2014	\$ 57.42	\$ -	\$ -	\$ -	\$ -
PT - ELECTRIC ESTIMATOR	1/1/2014	\$ 62.35	\$ -	\$ -	\$ -	\$ -
PT - METER READER	1/1/2014	\$ 18.14	\$ 19.32	\$ 20.28	\$ 21.30	\$ 22.36
PT - FIELD SERVICES REPRESENTA	9/1/2015	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.11	\$ 25.31
PT - UTILITY SERVICE OPERATOR	1/1/2014	\$ 60.89	\$ -	\$ -	\$ -	\$ -
PT - UTILITY EQUIP. SPECIALIST	1/1/2014	\$ 28.06	\$ 29.47	\$ 30.95	\$ 32.49	\$ 34.12
PT - AQUATICS COORDINATOR	1/1/2014	\$ 19.51	\$ 20.48	\$ 21.50	\$ 22.58	\$ 23.71
PT - AQUATICS FITNESS INSTRUCT	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - CASHIER	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - LIFEGUARD	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - SENIOR LIFEGUARD	1/13/2020	\$ -	\$ -	\$ 15.32	\$ 16.08	\$ 16.89
PT - LYC COORDINATOR	1/1/2014	\$ 16.00	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44
PT - HOUSE MANAGER	1/1/2016	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
PT - RENTAL CONSULTANT	1/1/2014	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16	\$ 18.02
PT - EVENT AND FACILITIES ATTE	1/1/2014	\$ 14.73	\$ 15.47	\$ 16.24	\$ 17.05	\$ 17.90
PT - PROGRAM COORDINATOR	7/1/2018	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44	\$ 20.04
PT - SCENE TECHNICIAN	1/1/2014	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00
PT - STAGE TECHNICIAN	1/1/2014	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
PT - LABORER A	1/1/2020	\$ 13.00	\$ 13.65	\$ 14.33	\$ -	\$ -
PT - LABORER B	1/13/2020	\$ 14.33	\$ 15.05	\$ 15.80	\$ 16.59	\$ 17.42
PT - KENNEL TECHNICIAN	5/1/2019	\$ 14.73	\$ 15.46	\$ 16.24	\$ 17.05	\$ 17.90
PT - INSTRUCTOR-SWIM	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - BOAT ATTENDANT I	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - GATE ATTENDANT - RECREATI	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - PARK ATTENDANT	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - SMALL CRAFT OPERATOR	1/1/2014	\$ 17.00	\$ -	\$ -	\$ -	\$ -
PT - RECREATION LEADER	1/1/2020	\$ 13.00	\$ 13.65	\$ -	\$ -	\$ -
PT - RECREATION SPECIALIST	1/1/2020	\$ 14.65	\$ 15.38	\$ -	\$ -	\$ -
PT - RECREATION SUPERVISOR	1/1/2014	\$ 12.91	\$ 14.24	\$ -	\$ -	\$ -
PT - SPORTS OFFICIAL - YOUTH	1/1/2020	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
PT - SPORTS OFFICIAL - ADULT	6/1/2018	\$ 25.00	\$ -	\$ -	\$ -	\$ -
PT - REC.SCOREKEEPER	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - LIBRARY AID	1/13/2020	\$ 13.00	\$ 13.43	\$ 14.10	\$ 14.81	\$ 15.55
PT - LIBRARIAN'S ASSOCIATE	1/1/2014	\$ 17.04	\$ 17.89	\$ 18.78	\$ 19.73	\$ 20.70
PT - LIBRARIAN II	1/1/2014	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.19	\$ 31.68
PT - LIBRARY PAGE	1/1/2018	\$ 11.00	\$ 11.55	\$ 12.13	\$ 12.73	\$ 13.37
PT - LIBRARY ASSISTANT	7/1/2015	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90
PT - HEAVY EQUIPMENT MECHANIC	1/1/2014	\$ 21.04	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
PT - FACILITY MAINT WORKER	2/11/2019	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63	\$ 25.86
PT - FACILITY SUPERVISOR	1/1/2016	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
PT - SENIOR CIVIL ENGINEER	1/1/2014	\$ 37.84	\$ 39.73	\$ 41.72	\$ 43.80	\$ 45.99
PT - MANAGEMENT ANALYST	1/1/2014	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.49
PT - DPTY WATER CONSERVATION O	1/13/2020	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
PT - CITY PLANNING COMMISSIONE	1/1/2014	\$ 20.00	\$ -	\$ -	\$ -	\$ -
PT - PROGRAMMER/ANALYST	4/1/2018	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03
PT - TECHNOLOGY SUPPRT SPECIAL	3/6/2017	\$ 23.04	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00
PT - SR PROGRAMMER/ANALYST	6/1/2016	\$ 32.46	\$ 34.08	\$ 35.79	\$ 37.58	\$ 39.46
PT - ASST. ANIMAL CONTROL OFC.	1/1/2014	\$ 16.71	\$ 17.55	\$ 18.42	\$ 19.36	\$ 20.31

City of Lodi
Salary Schedule Effective June 1, 2020

PT - POLICE OFFICER	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - POLICE OFFICER RETRD ANNU	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - PARTNERS PROGR SUPERVISOR	3/8/2018	\$ 23.00	\$ 24.15	\$ 25.36	\$ 26.63	\$ 27.96
PT - POLICE CHAPLAIN	1/1/2014	\$ 20.00	\$ -	\$ -	\$ -	\$ -
PT - PROPERTY & EVIDENCE TECH	7/1/2019	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
PT - POLICE RECORDS CLERK	1/1/2014	\$ 14.70	\$ 15.43	\$ 16.21	\$ 17.02	\$ 17.87
PT - PARKING ENFORCEMENT ASST	1/1/2015	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08	\$ 21.08
PT - COURT LIAISON OFFICER	8/2/2018	\$ 21.06	\$ -	\$ -	\$ -	\$ -
PT - COMMUNITY SERVICE OFFICER	3/11/2019	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
PT - POL. OFFICER/CRIME ANALYS	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - SUPPORT SVCS OFFICER	6/7/2017	\$ 32.74	\$ -	\$ -	\$ -	\$ -
PT - CODE ENFORCEMENT OFFICER	1/1/2014	\$ 21.61	\$ 22.69	\$ 23.82	\$ 25.01	\$ 26.26
PT - PROF. STANDARDS OFFICER	1/1/2014	\$ 50.00	\$ 55.00	\$ -	\$ -	\$ -
PT - CONSULTANT	9/26/2019	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -
PT - MARKETING COORDINATOR	2/12/2018	\$ 22.55	\$ 23.74	\$ 24.99	\$ 26.31	\$ 27.69
PT - YOUTH OUTREACH WORKER	1/1/2014	\$ 18.90	\$ 20.04	\$ 21.24	\$ 22.51	\$ 24.09
PT - LEGAL SECRETARY (RET ANN)	10/31/2019	\$ 25.78	\$ 27.07	\$ 28.43	\$ 29.85	\$ 31.34
PT - DEPUTY CITY CLK (RET ANN)	10/31/2019	\$ 23.38	\$ 24.55	\$ 25.78	\$ 27.06	\$ 28.42

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CITY OF LODI PAY SCHEDULE
EFFECTIVE JUNE 1, 2020, PURSUANT TO PUBLIC
EMPLOYEES' RETIREMENT LAW, GOVERNMENT CODE
SECTIONS 20636 AND 20636.1 AND CALIFORNIA CODE
OF REGULATIONS SECTION 570.5

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WHEREAS, the City of Lodi contracts with California Public Employees' Retirement System (CalPERS) to provide retirement benefits for its employees who are members; and

WHEREAS, all employers must comply with compensation earnable provisions and corresponding regulations of the Public Employees' Retirement Law (PERL) and California Code of Regulations, Section 570.5; and

WHEREAS, the regulations require employers to review their pay schedules and to verify that all members' pay amounts are accurately reported and approved by the governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, the Human Resources Manager verifies that the attached pay schedule, dated June 1, 2020, conforms with the requirements under the PERL and the California Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi pay schedule dated June 1, 2020, attached hereto and made a part of this Resolution.

Dated: June 17, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____

City of Lodi
Salary Schedule Effective June 1, 2020

Job Title	Effective Date	Annual Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
ACCOUNTANT	1/13/2020	\$ 66,090.73	\$ 69,394.64	\$ 72,864.96	\$ 76,508.42	\$ 80,333.47
ACCOUNTING CLERK	2/10/2020	\$ 39,037.47	\$ 40,989.29	\$ 43,038.74	\$ 45,190.69	\$ 47,450.32
ACCOUNTING MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
ADMINISTRATIVE CLERK	2/10/2020	\$ 35,350.74	\$ 37,118.30	\$ 38,974.26	\$ 40,922.92	\$ 42,969.07
ADMINISTRATIVE CLERK - CONF	6/1/2020	\$ 37,483.48	\$ 39,357.65	\$ 41,325.54	\$ 43,391.83	\$ 45,561.41
ADMINISTRATIVE SECRETAR - CONF	6/1/2020	\$ 47,022.56	\$ 49,373.76	\$ 51,842.46	\$ 54,434.56	\$ 57,156.26
ADMINISTRATIVE SECRETARY	2/10/2020	\$ 47,022.56	\$ 49,373.76	\$ 51,842.46	\$ 54,434.56	\$ 57,156.26
ANIMAL SERVICES SUPERVISOR	2/10/2020	\$ 45,876.69	\$ 48,170.61	\$ 50,579.11	\$ 53,108.01	\$ 55,763.45
AQUATICS COORDINATOR	2/10/2020	\$ 46,565.86	\$ 48,894.21	\$ 51,338.93	\$ 53,905.85	\$ 56,601.08
ASSISTANT ANIMAL SERVICES OFFI	2/10/2020	\$ 39,893.84	\$ 41,888.49	\$ 43,982.99	\$ 46,182.15	\$ 48,491.24
ASSISTANT CITY CLERK	1/13/2020	\$ 57,767.94	\$ 60,656.34	\$ 63,689.15	\$ 66,873.60	\$ 70,217.28
ASSISTANT ENGINEER	1/13/2020	\$ 78,620.82	\$ 82,551.91	\$ 86,679.50	\$ 91,013.45	\$ 95,564.01
ASSISTANT PLANNER	1/13/2020	\$ 59,408.66	\$ 62,379.08	\$ 65,497.99	\$ 68,772.85	\$ 72,211.48
ASSOCIATE CIVIL ENGINEER	1/13/2020	\$ 86,482.83	\$ 90,806.97	\$ 95,347.25	\$ 100,114.71	\$ 105,120.34
ASSOCIATE PLANNER	1/13/2020	\$ 65,349.50	\$ 68,617.07	\$ 72,047.84	\$ 75,650.26	\$ 79,432.71
ASST ENGINEER/PLANS EXAMINER	1/13/2020	\$ 78,620.82	\$ 82,551.91	\$ 86,679.50	\$ 91,013.45	\$ 95,564.01
BUDGET MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
BUILDING INSPECTOR I	2/10/2020	\$ 54,295.72	\$ 56,876.94	\$ 59,720.80	\$ 62,706.93	\$ 65,842.20
BUILDING INSPECTOR II	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
BUILDING OFFICIAL	1/13/2020	\$ 94,845.63	\$ 99,587.08	\$ 104,566.73	\$ 109,794.32	\$ 115,284.85
BUILDING SERVICES SUPERVISOR	2/10/2020	\$ 56,215.58	\$ 59,026.26	\$ 61,977.54	\$ 65,076.52	\$ 68,330.45
BUSINESS DEVELOPMENT MANAGER	1/13/2020	\$ 92,907.26	\$ 97,552.62	\$ 102,430.26	\$ 107,551.77	\$ 112,929.35
CHIEF WASTEWATER PLANT OPERATO	2/10/2020	\$ 69,668.48	\$ 73,151.84	\$ 76,809.48	\$ 80,649.88	\$ 84,682.46
CITY ATTORNEY	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 193,656.80
CITY CLERK	3/23/2020	\$ -	\$ -	\$ -	\$ -	\$ 120,436.29
CITY ENGINEER/DEP PW DIRECTOR	1/13/2020	\$ 124,874.15	\$ 131,117.76	\$ 137,673.40	\$ 144,557.42	\$ 151,695.03
CITY MANAGER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 212,025.55
CITY PLANNER	1/13/2020	\$ 94,845.63	\$ 99,587.08	\$ 104,566.73	\$ 109,794.32	\$ 115,284.85
CODE ENFORCEMENT OFFICER	2/10/2020	\$ 56,748.03	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62
COMMUNITY CENTER MANAGER	1/13/2020	\$ 67,461.74	\$ 70,834.83	\$ 74,376.63	\$ 78,095.44	\$ 82,000.09
COMMUNITY DEVELOPMENT DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 145,945.37
COMMUNITY SERVICE OFFICER-P.D.	8/26/2019	\$ 49,862.97	\$ 52,356.15	\$ 54,974.06	\$ 57,722.73	\$ 60,608.78
COMPLIANCE ENGINEER	1/13/2020	\$ 86,482.83	\$ 90,806.97	\$ 95,347.25	\$ 100,114.71	\$ 105,120.34
CONSTRUCTION PROJECT MANAGER	1/13/2020	\$ 82,482.89	\$ 86,607.12	\$ 90,937.40	\$ 95,484.24	\$ 100,258.49
CONSTRUCTION/MAINT. SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 156,359.06
CUSTOMER SERV SUP	1/13/2020	\$ 61,417.40	\$ 64,488.34	\$ 67,712.75	\$ 71,098.50	\$ 74,653.26
CUSTOMER SERVICE REP. I	2/10/2020	\$ 35,488.75	\$ 37,263.18	\$ 39,126.30	\$ 41,082.53	\$ 43,136.68
CUSTOMER SERVICE REP. II	2/10/2020	\$ 39,037.47	\$ 40,989.29	\$ 43,038.74	\$ 45,190.69	\$ 47,450.32
DEPUTY CITY ATTORNEY	1/13/2020	\$ 100,986.54	\$ 106,035.87	\$ 111,337.67	\$ 116,904.58	\$ 122,749.78
DEPUTY CITY CLERK	6/1/2020	\$ 51,059.21	\$ 53,612.17	\$ 56,292.79	\$ 59,107.43	\$ 62,062.80
DEPUTY CITY MANAGER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 179,355.75
DEPUTY DIRECTOR PRCS	1/13/2020	\$ 93,647.05	\$ 98,329.40	\$ 103,245.86	\$ 108,408.15	\$ 113,828.56
DEPUTY FIRE CHIEF	7/1/2019	\$ 125,503.09	\$ 131,778.16	\$ 138,367.06	\$ 145,285.46	\$ 152,549.73
DISPATCH SUPERVISOR	1/13/2020	\$ 75,029.36	\$ 78,780.96	\$ 82,720.01	\$ 86,855.96	\$ 91,198.75
DISPATCHER/JAILER	8/26/2019	\$ 56,743.23	\$ 59,580.33	\$ 62,559.43	\$ 65,687.35	\$ 68,971.70
DISTRIBUTION PLANNER	1/13/2020	\$ 97,444.36	\$ 102,325.08	\$ 107,441.88	\$ 112,822.58	\$ 118,450.80
DISTRIBUTION PLANNING SUP	1/13/2020	\$ 107,218.02	\$ 112,556.08	\$ 118,189.24	\$ 124,112.04	\$ 130,299.26
DPTY PUBLIC WORKS DIRECTOR-WWS	1/13/2020	\$ 124,874.15	\$ 131,117.76	\$ 137,673.40	\$ 144,557.42	\$ 151,695.03
ELEC DIST OPERATOR SUPERVISOR	2/10/2020	\$ -	\$ -	\$ -	\$ 135,978.18	\$ 142,789.14
ELEC UTILITY BUSINESS ANALYST	1/13/2020	\$ 79,314.86	\$ 83,280.85	\$ 87,444.90	\$ 91,817.15	\$ 96,408.00
ELEC UTILITY SUPERINTENDENT	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
ELECTRIC APPARATUS MECHANIC	1/13/2020	\$ 84,718.92	\$ 88,958.22	\$ 93,428.92	\$ 98,088.12	\$ 103,013.56
ELECTRIC DISTRIBUTION OPER I	2/10/2020	\$ 101,699.78	\$ 106,784.60	\$ 112,483.80	\$ 117,730.08	\$ 123,616.48
ELECTRIC DISTRIBUTION OPER II	2/10/2020	\$ -	\$ -	\$ -	\$ 123,616.48	\$ 129,797.46
ELECTRIC FOREMAN/FOREWOMAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,140.96
ELECTRIC GROUNDWORKER	1/13/2020	\$ 66,987.70	\$ 70,335.72	\$ 73,849.10	\$ 77,550.98	\$ 81,417.96
ELECTRIC LINE APPRENTICE I	1/13/2020	\$ 76,219.78	\$ 80,030.60	\$ 84,032.00	\$ 88,233.60	\$ 92,645.02
ELECTRIC LINE APPRENTICE II	1/13/2020	\$ 101,910.12	\$ 107,005.60	\$ -	\$ -	\$ -
ELECTRIC LINEMAN/LINWOMAN	1/13/2020	\$ -	\$ -	\$ -	\$ 117,705.64	\$ 123,616.48
ELECTRIC MATERIALS TECHNICIAN	1/13/2020	\$ 75,853.18	\$ 79,644.76	\$ 83,629.52	\$ 87,810.06	\$ 92,198.08

City of Lodi
Salary Schedule Effective June 1, 2020

ELECTRIC TROUBLESHOOTER	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 126,505.34
ELECTRIC UTILITY DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 192,209.18
ELECTRIC UTILITY RATE ANALYST	1/13/2020	\$ 82,820.80	\$ 86,962.93	\$ 91,310.56	\$ 95,875.57	\$ 100,670.35
ELECTRICAL DRAFTING TECHNICIAN	1/13/2020	\$ 71,392.10	\$ 74,966.84	\$ 78,703.82	\$ 82,644.12	\$ 86,777.34
ELECTRICAL ENGINEER	1/13/2020	\$ 105,927.69	\$ 111,224.15	\$ 116,785.23	\$ 122,624.56	\$ 128,755.79
ELECTRICAL ENGINEERING TECH	1/13/2020	\$ 78,541.32	\$ 82,455.36	\$ 86,581.56	\$ 90,920.18	\$ 95,447.30
ELECTRICAL TECHNICIAN	1/13/2020	\$ 113,039.94	\$ 118,690.52	\$ 124,623.72	\$ 130,854.36	\$ 137,401.68
ELECTRICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ 97,037.89	\$ 101,910.68
ENGINEERING AIDE	2/10/2020	\$ 42,969.75	\$ 45,118.24	\$ 47,374.16	\$ 49,742.85	\$ 52,230.02
ENGINEERING TECHNICIAN I	2/10/2020	\$ 54,683.42	\$ 57,417.51	\$ 60,288.36	\$ 63,302.85	\$ 66,468.00
ENGINEERING TECHNICIAN II	2/10/2020	\$ 60,151.74	\$ 63,159.20	\$ 66,317.21	\$ 69,633.04	\$ 73,114.69
ENVIRONMENTAL COMPLIANCE INSP.	2/10/2020	\$ 57,690.59	\$ 60,575.13	\$ 63,603.87	\$ 66,784.07	\$ 70,123.24
ENVIRONMENTAL COMPLIANCE INSP.	2/10/2020	\$ 58,148.29	\$ 61,055.63	\$ 64,108.43	\$ 67,313.80	\$ 70,679.54
EQUIPMENT SERVICE WORKER	2/10/2020	\$ 42,270.78	\$ 44,384.30	\$ 46,603.49	\$ 48,933.66	\$ 51,380.40
EQUIPMENT SERVICE WORKER	2/10/2020	\$ 42,842.80	\$ 44,984.96	\$ 47,234.20	\$ 49,595.94	\$ 52,075.77
EU RESOURCES ANALYST	1/13/2020	\$ 104,260.56	\$ 109,473.56	\$ 114,947.26	\$ 120,694.61	\$ 126,729.35
EVENT COORDINATOR	2/10/2020	\$ 55,669.80	\$ 58,453.20	\$ 61,375.82	\$ 64,444.72	\$ 67,667.04
EXECUTIVE ADMINISTRATIVE ASST	6/1/2020	\$ 59,122.82	\$ 62,078.97	\$ 65,182.92	\$ 68,442.06	\$ 71,864.16
FACILITIES MAINT WORKER	2/10/2020	\$ 46,459.20	\$ 48,782.13	\$ 51,221.28	\$ 53,782.35	\$ 56,471.44
FACILITIES SUPERINTENDENT	1/13/2020	\$ 78,728.00	\$ 82,664.40	\$ 86,797.62	\$ 91,137.50	\$ 95,694.37
FACILITIES SUPERVISOR	2/10/2020	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
FIELD SERVICES REPRESENTATIVE	2/10/2020	\$ 48,260.54	\$ 50,673.60	\$ 53,207.30	\$ 55,867.70	\$ 58,661.01
FIELD SERVICES SUPERVISOR	2/10/2020	\$ 55,553.84	\$ 58,331.57	\$ 61,248.15	\$ 64,310.43	\$ 67,525.99
FINANCE TECHNICIAN	2/10/2020	\$ 47,235.33	\$ 49,597.15	\$ 52,077.00	\$ 54,680.94	\$ 57,414.89
FIRE BATTALION CHIEF	7/1/2019	\$ 104,585.98	\$ 109,815.23	\$ 115,305.98	\$ 121,071.26	\$ 127,124.85
FIRE BATTALION CHIEF - 112 HRS	7/1/2019	\$ 104,585.98	\$ 109,815.23	\$ 115,305.98	\$ 121,071.26	\$ 127,124.85
FIRE CAPTAIN	1/13/2020	\$ 85,753.08	\$ 90,040.64	\$ 94,542.65	\$ 99,269.62	\$ 104,233.31
FIRE CAPTAIN - 80 HOURS	1/13/2020	\$ 85,753.08	\$ 90,040.64	\$ 94,542.65	\$ 99,269.62	\$ 104,233.31
FIRE CAPTAIN - ACTING	1/13/2020	\$ 83,255.42	\$ 87,418.14	\$ 91,788.91	\$ 96,378.38	\$ 101,197.31
FIRE CHIEF	8/12/2019	\$ -	\$ -	\$ -	\$ -	\$ 177,849.86
FIRE ENGINEER	1/13/2020	\$ 74,076.75	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64
FIRE ENGINEER - 80 HOURS	1/13/2020	\$ 74,076.75	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64
FIRE FIGHTER I	1/13/2020	\$ 58,040.97	\$ -	\$ -	\$ -	\$ -
FIRE FIGHTER I - 112 HOURS	1/13/2020	\$ 58,040.97	\$ -	\$ -	\$ -	\$ -
FIRE FIGHTER II	1/13/2020	\$ 63,989.78	\$ 67,189.21	\$ 70,548.53	\$ 74,076.06	\$ 77,779.73
FIRE FIGHTER II-80	1/13/2020	\$ 63,989.78	\$ 67,189.21	\$ 70,548.53	\$ 74,076.06	\$ 77,779.73
FIRE INSPECTOR	1/13/2020	\$ 77,780.54	\$ 81,669.60	\$ 85,753.08	\$ 90,040.64	\$ 94,542.78
FLEET SERVICES SUPERVISOR	2/10/2020	\$ 64,169.07	\$ 67,377.50	\$ 70,746.43	\$ 74,283.77	\$ 77,997.87
FLEET SUPERINTENDENT	1/13/2020	\$ 73,091.63	\$ 76,746.19	\$ 80,583.56	\$ 84,612.75	\$ 88,843.29
HEAVY EQUIPMENT MECHANIC	2/10/2020	\$ 50,730.24	\$ 53,266.79	\$ 55,930.06	\$ 58,726.56	\$ 61,662.95
HEAVY EQUIPMENT MECHANIC	2/10/2020	\$ 53,018.54	\$ 55,669.57	\$ 58,453.01	\$ 61,375.63	\$ 64,444.43
HUMAN RESOURCES MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
HUMAN RESOURCES TECHNICIAN	6/1/2020	\$ 49,879.59	\$ 52,373.56	\$ 54,992.24	\$ 57,741.86	\$ 60,628.94
INFORMATION SYSTEMS MANAGER	1/13/2020	\$ 93,313.85	\$ 97,979.55	\$ 102,878.61	\$ 108,022.44	\$ 113,423.60
INFORMATION SYSTEMS SPECIALIST	2/10/2020	\$ 53,648.70	\$ 56,331.28	\$ 59,151.45	\$ 62,105.06	\$ 65,210.32
INFORMATION TECHNOLOGY MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
JUNIOR ENGINEER	2/10/2020	\$ 71,460.17	\$ 75,033.22	\$ 78,784.79	\$ 82,724.05	\$ 86,860.25
JUNIOR PLANNER	2/10/2020	\$ 53,997.84	\$ 56,697.64	\$ 59,532.53	\$ 62,509.16	\$ 65,634.65
JUNIOR PLANS EXAMINER/ENGINEER	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
LABORATORY SUPERVISOR	2/10/2020	\$ 69,668.48	\$ 73,151.90	\$ 76,809.48	\$ 80,649.95	\$ 84,682.46
LABORATORY TECHNICIAN I	2/10/2020	\$ 45,951.64	\$ 48,249.30	\$ 50,661.81	\$ 53,194.91	\$ 55,854.54
LABORATORY TECHNICIAN II	2/10/2020	\$ 50,542.89	\$ 53,070.01	\$ 55,723.53	\$ 58,509.76	\$ 61,435.15
LEAD DISPATCHER/JAILER	8/26/2019	\$ 60,175.72	\$ 63,184.47	\$ 66,343.66	\$ 69,660.86	\$ 73,143.82
LEAD ELECTRICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 112,102.20
LEAD EQUIPMENT MECHANIC	2/10/2020	\$ 55,803.24	\$ 58,593.45	\$ 61,523.06	\$ 64,599.22	\$ 67,829.22
LEAD EQUIPMENT MECHANIC	2/10/2020	\$ 58,091.54	\$ 60,996.11	\$ 64,045.99	\$ 67,248.31	\$ 70,610.70
LEGAL SECRETARY	6/1/2020	\$ 56,307.50	\$ 59,122.86	\$ 62,079.02	\$ 65,182.97	\$ 68,442.11
LIBRARIAN I	1/13/2020	\$ 56,579.56	\$ 59,408.51	\$ 62,378.94	\$ 65,497.86	\$ 68,772.85
LIBRARIAN II	1/13/2020	\$ 62,237.59	\$ 65,349.50	\$ 68,616.90	\$ 72,047.84	\$ 75,650.12
LIBRARY ASSISTANT	2/10/2020	\$ 37,118.42	\$ 38,974.26	\$ 40,923.05	\$ 42,969.20	\$ 45,117.54
LIBRARY DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 128,544.00
LIBRARY SERVICES MANAGER	1/13/2020	\$ 74,512.04	\$ 78,236.91	\$ 82,149.40	\$ 86,257.09	\$ 90,569.47
LIBRARY TECHNICIAN	2/10/2020	\$ 46,954.61	\$ 49,302.32	\$ 51,767.47	\$ 54,355.85	\$ 57,073.61

City of Lodi
Salary Schedule Effective June 1, 2020

LITERACY/VOLUNTEER MANAGER	1/13/2020	\$ 51,923.00	\$ 54,519.15	\$ 57,245.13	\$ 60,107.37	\$ 63,112.73
MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
MAINTENANCE WORKER II	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
MANAGEMENT ANALYST	1/13/2020	\$ 65,794.98	\$ 69,084.71	\$ 72,538.23	\$ 76,166.55	\$ 79,974.21
MANAGEMENT ANALYST - CONF	1/13/2020	\$ 65,794.98	\$ 69,084.74	\$ 72,538.96	\$ 76,165.91	\$ 79,974.21
METERING TECHNICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 110,686.42
MGR. ENGINEERING & OPERATIONS	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
NEIGHBORHOOD SERVICES MANAGER	1/13/2020	\$ 94,871.65	\$ 99,613.96	\$ 104,595.38	\$ 109,825.04	\$ 115,316.42
NETWORK ADMINISTRATOR	1/13/2020	\$ 89,476.98	\$ 93,950.68	\$ 98,648.74	\$ 103,581.18	\$ 108,760.29
NETWORK TECHNICIAN	2/10/2020	\$ 64,337.70	\$ 67,554.65	\$ 70,932.32	\$ 74,478.98	\$ 78,203.02
PARK MAINTENANCE WORKER I	2/10/2020	\$ 38,322.07	\$ 40,238.23	\$ 42,250.07	\$ 44,362.59	\$ 46,580.69
PARK MAINTENANCE WORKER II	2/10/2020	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
PARK MAINTENANCE WORKER III	2/10/2020	\$ 46,366.67	\$ 48,710.18	\$ 51,119.22	\$ 53,675.24	\$ 56,358.97
PARK SUPERINTENDENT	1/13/2020	\$ 81,432.29	\$ 85,503.88	\$ 89,779.07	\$ 94,268.03	\$ 98,981.41
PARK SUPERVISOR	2/10/2020	\$ 58,774.82	\$ 61,713.58	\$ 64,799.21	\$ 68,039.22	\$ 71,441.10
PARKING ENFORCEMENT ASSISTANT	2/10/2020	\$ 40,201.10	\$ 42,211.18	\$ 44,321.78	\$ 46,537.90	\$ 48,864.73
PARKS PROJECT COORDINATOR	2/10/2020	\$ 66,166.82	\$ 69,475.20	\$ 72,948.88	\$ 76,596.35	\$ 80,426.16
PARKS, REC & CULTURAL SERV DIR.	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,496.14
PARTS CLERK	2/10/2020	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
PAYROLL TECHNICIAN	2/10/2020	\$ 47,235.33	\$ 49,597.15	\$ 52,077.00	\$ 54,680.94	\$ 57,414.89
PERMIT TECHNICIAN	2/10/2020	\$ 44,658.93	\$ 46,892.41	\$ 49,237.00	\$ 51,698.94	\$ 54,283.88
PLANT & EQUIPMENT MECHANIC	2/10/2020	\$ 52,445.02	\$ 55,066.27	\$ 57,818.12	\$ 60,708.08	\$ 63,743.65
PLANT & EQUIPMENT MECHANIC A	2/10/2020	\$ 56,942.52	\$ 59,789.65	\$ 62,779.16	\$ 65,918.07	\$ 69,213.97
POLICE CAPTAIN	1/13/2020	\$ 139,354.35	\$ 146,321.91	\$ 153,638.07	\$ 161,319.88	\$ 169,385.91
POLICE CHIEF	5/4/2020	\$ -	\$ -	\$ -	\$ -	\$ 204,900.48
POLICE CORPORAL	1/13/2020	\$ 84,661.41	\$ 88,894.55	\$ 93,339.32	\$ 98,006.26	\$ 102,906.52
POLICE LIEUTENANT	1/13/2020	\$ 116,128.66	\$ 121,934.96	\$ 128,031.70	\$ 134,433.32	\$ 141,154.92
POLICE OFFICER	1/13/2020	\$ 79,869.29	\$ 83,862.76	\$ 88,055.93	\$ 92,458.78	\$ 97,081.68
POLICE OFFICER TRAINEE	1/13/2020	\$ 65,067.71	\$ 68,321.04	\$ 71,737.16	\$ 75,324.03	\$ 79,090.20
POLICE RECORD CLERK I	2/10/2020	\$ 35,087.98	\$ 36,842.30	\$ 38,684.49	\$ 40,618.67	\$ 42,649.69
POLICE RECORDS CLERK II	2/10/2020	\$ 38,596.90	\$ 40,526.67	\$ 42,553.00	\$ 44,680.68	\$ 46,914.70
POLICE RECORDS CLERK SUPERVISOR	2/10/2020	\$ 44,379.63	\$ 46,598.64	\$ 48,928.51	\$ 51,374.88	\$ 53,943.71
POLICE SERGEANT	1/13/2020	\$ 96,773.89	\$ 101,612.39	\$ 106,693.03	\$ 112,027.71	\$ 117,629.18
PROGRAM COORDINATOR	2/10/2020	\$ 41,307.71	\$ 43,373.00	\$ 45,541.61	\$ 47,818.72	\$ 50,209.74
PROGRAMMER/ANALYST	2/10/2020	\$ 62,150.31	\$ 65,168.52	\$ 68,426.95	\$ 71,848.29	\$ 75,440.70
PROPERTY & EVIDENCE TECHNICIAN	8/26/2019	\$ 49,862.97	\$ 52,356.15	\$ 54,974.06	\$ 57,722.73	\$ 60,608.78
PT - CITY COUNCILMEMBER	1/1/2014	\$ -	\$ -	\$ -	\$ -	\$ 10,320.96
PUBLIC WORK MANAGEMENT ANALYST	1/13/2020	\$ 75,664.16	\$ 79,447.45	\$ 83,419.81	\$ 87,590.82	\$ 91,970.36
PUBLIC WORKS DIRECTOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 175,207.75
PUBLIC WORKS INSPECTOR I	2/10/2020	\$ 54,168.61	\$ 56,876.94	\$ 59,720.80	\$ 62,706.93	\$ 65,842.20
PUBLIC WORKS INSPECTOR II	2/10/2020	\$ 59,585.42	\$ 62,564.65	\$ 65,692.90	\$ 68,977.62	\$ 72,426.48
RATES AND RESOURCE MANAGER	1/13/2020	\$ 143,684.07	\$ 150,868.27	\$ 158,411.69	\$ 166,332.28	\$ 174,648.88
RECREATION MANAGER	1/13/2020	\$ 61,328.20	\$ 64,395.04	\$ 67,615.48	\$ 70,996.12	\$ 74,545.50
RECREATION SUPERINTENDENT	1/13/2020	\$ 67,461.62	\$ 70,834.83	\$ 74,376.49	\$ 78,095.32	\$ 82,000.09
REVENUE MANAGER	1/13/2020	\$ 97,631.01	\$ 102,512.56	\$ 107,638.19	\$ 113,020.10	\$ 118,671.10
RISK MANAGEMENT TECHNICIAN	6/1/2020	\$ 49,879.59	\$ 52,373.56	\$ 54,992.24	\$ 57,741.86	\$ 60,628.94
RISK MANAGER	1/13/2020	\$ 113,302.14	\$ 118,967.23	\$ 124,915.65	\$ 131,161.43	\$ 137,719.50
SECRETARY TO THE CITY MANAGER	6/1/2020	\$ 59,122.82	\$ 62,078.97	\$ 65,182.92	\$ 68,442.06	\$ 71,864.16
SENIOR ADMINISTRATIVE CLERK	2/10/2020	\$ 38,885.84	\$ 40,830.09	\$ 42,871.69	\$ 45,015.23	\$ 47,266.04
SENIOR CIVIL ENGINEER	1/13/2020	\$ 97,568.21	\$ 102,449.63	\$ 107,571.17	\$ 112,952.74	\$ 118,594.37
SENIOR ELECTRICAL TECHNICIAN	1/13/2020	\$ 124,572.76	\$ 130,808.86	\$ 137,336.68	\$ 144,215.24	\$ 151,416.20
SENIOR ENGINEERING TECHNICIAN	2/10/2020	\$ 66,166.82	\$ 69,475.20	\$ 72,948.88	\$ 76,596.35	\$ 80,426.16
SENIOR FACILITIES MAINT WORKER	2/10/2020	\$ 51,105.04	\$ 53,660.23	\$ 56,343.26	\$ 59,160.47	\$ 62,118.56
SENIOR LIBRARY ASSISTANT	2/10/2020	\$ 40,830.09	\$ 42,871.69	\$ 45,015.23	\$ 47,266.04	\$ 49,629.24
SENIOR PLANNER	1/13/2020	\$ 79,591.26	\$ 83,571.26	\$ 87,749.05	\$ 92,137.33	\$ 96,743.95
SENIOR POLICE ADMIN. CLERK	2/10/2020	\$ 41,162.55	\$ 43,220.82	\$ 45,381.71	\$ 47,650.71	\$ 50,033.33
SENIOR POWER ENGINEER	1/13/2020	\$ 116,521.59	\$ 122,347.69	\$ 128,465.00	\$ 134,888.25	\$ 141,632.71
SENIOR PROGRAMMER/ANALYST	1/13/2020	\$ 81,329.93	\$ 85,396.29	\$ 89,666.67	\$ 94,151.10	\$ 98,858.65
SENIOR STOREKEEPER	2/10/2020	\$ 47,647.52	\$ 50,029.85	\$ 52,531.37	\$ 55,157.93	\$ 57,915.89
SENIOR TRAFFIC ENGINEER	1/13/2020	\$ 97,577.75	\$ 102,459.59	\$ 107,581.58	\$ 112,963.46	\$ 118,605.69
SERVICE WRITER	2/10/2020	\$ 40,262.97	\$ 42,276.09	\$ 44,389.86	\$ 46,609.47	\$ 48,939.93
SR ELECTRICAL ENGINEERING TECH	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 113,396.40
SR. PAYROLL TECHNICIAN	2/10/2020	\$ 51,958.87	\$ 54,556.87	\$ 57,284.70	\$ 60,149.04	\$ 63,156.39

City of Lodi
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STREET MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
STREET MAINTENANCE WORKER I	2/10/2020	\$ 41,267.22	\$ 43,330.53	\$ 45,497.16	\$ 47,771.99	\$ 50,160.58
STREET MAINTENANCE WORKER II	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
STREET MAINTENANCE WORKER II	2/10/2020	\$ 45,281.61	\$ 47,545.58	\$ 49,922.90	\$ 52,418.99	\$ 55,039.99
STREET MAINTENANCE WORKER III	2/10/2020	\$ 48,682.37	\$ 51,116.44	\$ 53,672.20	\$ 56,355.90	\$ 59,173.67
STREET MAINTENANCE WORKER III	2/10/2020	\$ 50,169.76	\$ 52,678.23	\$ 55,312.15	\$ 58,077.77	\$ 60,981.63
STREET SUPERVISOR	2/10/2020	\$ 61,706.21	\$ 64,791.56	\$ 68,031.15	\$ 71,432.62	\$ 75,004.31
STREET SUPERVISOR	2/10/2020	\$ 63,651.30	\$ 66,833.85	\$ 70,175.53	\$ 73,684.36	\$ 77,368.58
SUBSTATION TECHNICIAN	1/13/2020	\$ -	\$ -	\$ -	\$ 130,854.36	\$ 137,401.68
SUBSTATION/METERING SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 156,359.06
SUPERVISING ACCOUNTANT	1/13/2020	\$ 77,791.30	\$ 81,680.78	\$ 85,764.92	\$ 90,053.18	\$ 94,555.79
SUPERVISING BUDGET ANALYST	1/13/2020	\$ 80,983.02	\$ 85,008.77	\$ 89,259.20	\$ 93,722.16	\$ 98,408.27
SUPERVISING CUSTOMER SERV.REP.	1/2/2017	\$ 44,103.95	\$ 46,309.20	\$ 48,624.65	\$ 51,055.97	\$ 53,608.68
TRAFFIC/SIGN MAKING WORKER	2/10/2020	\$ 42,150.35	\$ 44,257.74	\$ 46,470.67	\$ 48,794.17	\$ 51,233.95
TRANSPORTATION MANAGER	1/13/2020	\$ 97,577.75	\$ 102,459.59	\$ 107,581.58	\$ 112,963.46	\$ 118,605.69
TROUBLESHOOTING SUPERVISOR	1/13/2020	\$ -	\$ -	\$ -	\$ -	\$ 142,140.96
UTILITIES MANAGER	1/13/2020	\$ 113,454.99	\$ 119,127.86	\$ 125,084.25	\$ 131,338.33	\$ 137,905.36
UTILITIES SUPERINTENDENT - PW	2/10/2020	\$ 108,518.77	\$ 113,944.70	\$ 119,642.00	\$ 125,624.10	\$ 131,905.31
UTILITY BILLING SPECIALIST	2/10/2020	\$ 42,941.24	\$ 45,088.31	\$ 47,342.72	\$ 49,709.86	\$ 52,195.34
UTILITY EQUIPMENT SPECIALIST	1/13/2020	\$ 73,676.98	\$ 77,371.84	\$ 81,250.26	\$ 85,301.32	\$ 89,575.98
W/WW MAINTENANCE WORKER 2	2/10/2020	\$ 44,251.75	\$ 46,464.42	\$ 48,787.64	\$ 51,227.01	\$ 53,788.32
W/WW MAINTENANCE WORKER I	2/10/2020	\$ 40,235.59	\$ 42,248.39	\$ 44,360.10	\$ 46,577.91	\$ 48,908.92
WASTEWATER PLANT OPERATOR I	2/10/2020	\$ 50,046.27	\$ 52,548.63	\$ 55,176.00	\$ 57,934.81	\$ 60,831.58
WASTEWATER PLANT OPERATOR II	2/10/2020	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WASTEWATER PLANT OPERATOR III	2/10/2020	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WASTEWATER PLANT SUPERINTENDEN	2/10/2020	\$ 102,251.88	\$ 107,364.61	\$ 112,732.51	\$ 118,369.14	\$ 124,287.59
WATER / WASTEWATER SUPERVISOR	2/10/2020	\$ 66,349.75	\$ 69,669.30	\$ 73,149.76	\$ 76,809.48	\$ 80,650.72
WATER / WASTEWATER SUPERVISOR	2/10/2020	\$ 71,866.11	\$ 75,459.37	\$ 79,232.29	\$ 83,193.96	\$ 87,353.65
WATER PLANT OPERATOR II	2/10/2020	\$ 55,052.36	\$ 57,805.05	\$ 60,695.28	\$ 63,730.01	\$ 66,916.47
WATER PLANT OPERATOR III	2/10/2020	\$ 60,557.75	\$ 63,585.52	\$ 66,764.74	\$ 70,103.07	\$ 73,608.16
WATER PLANT SUPERINTENDENT	2/10/2020	\$ 102,251.88	\$ 107,364.61	\$ 112,732.51	\$ 118,369.14	\$ 124,287.59
WATER SERVICES TECHNICIAN I	2/10/2020	\$ 64,239.65	\$ 67,451.63	\$ 70,824.21	\$ 74,365.36	\$ 78,083.61
WATER SERVICES TECHNICIAN II	2/10/2020	\$ 70,663.50	\$ 74,196.65	\$ 77,906.50	\$ 81,801.89	\$ 85,892.01
WATER/WASTEWATER MAINT WKR I	2/10/2020	\$ 41,614.36	\$ 43,695.05	\$ 45,879.89	\$ 48,173.77	\$ 50,582.53
WATER/WASTEWATER MAINT WKR II	2/10/2020	\$ 46,166.54	\$ 48,474.88	\$ 50,898.65	\$ 53,443.56	\$ 56,115.73
WATER/WASTEWATER MAINT WKR III	2/10/2020	\$ 48,682.37	\$ 51,116.30	\$ 53,672.34	\$ 56,355.90	\$ 59,173.67
WATER/WASTEWATER MAINT WKR III	2/10/2020	\$ 52,116.92	\$ 54,722.90	\$ 57,459.05	\$ 60,331.88	\$ 63,348.53
WATERSHED PROGRAM COORDINATOR	2/10/2020	\$ 41,307.71	\$ 43,373.00	\$ 45,541.61	\$ 47,818.72	\$ 50,209.74
WELDER - MECHANIC	2/10/2020	\$ 50,728.98	\$ 53,267.35	\$ 55,931.02	\$ 58,727.38	\$ 61,663.51
YOUTH OUTREACH WORKER	2/10/2020	\$ 45,118.24	\$ 47,839.66	\$ 50,704.31	\$ 53,736.02	\$ 57,507.86

City of Lodi
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Part-Time Job Title	Effective Date	Hourly Rate of Pay				
		Step 0	Step 1	Step 2	Step 3	Step 4
PT - ACCOUNTANT	1/1/2014	\$ 39.60	\$ -	\$ -	\$ -	\$ -
PT - PIO RETIRED ANNUITANT	3/17/2020	\$ 65.00	\$ -	\$ -	\$ -	\$ -
PT - CUSTOMER SERVICE REP	8/31/2015	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61
PT - FINANCE TECHNICIAN	1/1/2014	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05
PT - SENIOR ADMIN CLERK	8/31/2015	\$ 16.78	\$ 17.62	\$ 18.50	\$ 19.42	\$ 20.39
PT - ADMINISTRATIVE SUPPORT	1/13/2020	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
PT - ADMINISTRATIVE CLERK	12/1/2015	\$ 15.25	\$ 16.02	\$ 16.82	\$ 17.66	\$ 18.54
PT - ADMINISTRATIVE CLERK - RE	1/1/2014	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.00	\$ 18.90
PT - DOCENT COORDINATOR	4/3/2019	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
PT - INTERN	1/1/2020	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
PT - PW INTERN	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.90	\$ 14.59
PT - ELECTRICAL TECHNICIAN	1/1/2014	\$ 57.42	\$ -	\$ -	\$ -	\$ -
PT - ELECTRIC ESTIMATOR	1/1/2014	\$ 62.35	\$ -	\$ -	\$ -	\$ -
PT - METER READER	1/1/2014	\$ 18.14	\$ 19.32	\$ 20.28	\$ 21.30	\$ 22.36
PT - FIELD SERVICES REPRESENTA	9/1/2015	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.11	\$ 25.31
PT - UTILITY SERVICE OPERATOR	1/1/2014	\$ 60.89	\$ -	\$ -	\$ -	\$ -
PT - UTILITY EQUIP. SPECIALIST	1/1/2014	\$ 28.06	\$ 29.47	\$ 30.95	\$ 32.49	\$ 34.12
PT - AQUATICS COORDINATOR	1/1/2014	\$ 19.51	\$ 20.48	\$ 21.50	\$ 22.58	\$ 23.71
PT - AQUATICS FITNESS INSTRUCT	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - CASHIER	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - LIFEGUARD	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - SENIOR LIFEGUARD	1/13/2020	\$ -	\$ -	\$ 15.32	\$ 16.08	\$ 16.89
PT - LYC COORDINATOR	1/1/2014	\$ 16.00	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44
PT - HOUSE MANAGER	1/1/2016	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
PT - RENTAL CONSULTANT	1/1/2014	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16	\$ 18.02
PT - EVENT AND FACILITIES ATTE	1/1/2014	\$ 14.73	\$ 15.47	\$ 16.24	\$ 17.05	\$ 17.90
PT - PROGRAM COORDINATOR	7/1/2018	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44	\$ 20.04
PT - SCENE TECHNICIAN	1/1/2014	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00
PT - STAGE TECHNICIAN	1/1/2014	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
PT - LABORER A	1/1/2020	\$ 13.00	\$ 13.65	\$ 14.33	\$ -	\$ -
PT - LABORER B	1/13/2020	\$ 14.33	\$ 15.05	\$ 15.80	\$ 16.59	\$ 17.42
PT - KENNEL TECHNICIAN	5/1/2019	\$ 14.73	\$ 15.46	\$ 16.24	\$ 17.05	\$ 17.90
PT - INSTRUCTOR-SWIM	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - BOAT ATTENDANT I	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - GATE ATTENDANT - RECREATI	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - PARK ATTENDANT	1/13/2020	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - SMALL CRAFT OPERATOR	1/1/2014	\$ 17.00	\$ -	\$ -	\$ -	\$ -
PT - RECREATION LEADER	1/1/2020	\$ 13.00	\$ 13.65	\$ -	\$ -	\$ -
PT - RECREATION SPECIALIST	1/1/2020	\$ 14.65	\$ 15.38	\$ -	\$ -	\$ -
PT - RECREATION SUPERVISOR	1/1/2014	\$ 12.91	\$ 14.24	\$ -	\$ -	\$ -
PT - SPORTS OFFICIAL - YOUTH	1/1/2020	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
PT - SPORTS OFFICIAL - ADULT	6/1/2018	\$ 25.00	\$ -	\$ -	\$ -	\$ -
PT - REC.SCOREKEEPER	1/13/2020	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
PT - LIBRARY AID	1/13/2020	\$ 13.00	\$ 13.43	\$ 14.10	\$ 14.81	\$ 15.55
PT - LIBRARIAN'S ASSOCIATE	1/1/2014	\$ 17.04	\$ 17.89	\$ 18.78	\$ 19.73	\$ 20.70
PT - LIBRARIAN II	1/1/2014	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.19	\$ 31.68
PT - LIBRARY PAGE	1/1/2018	\$ 11.00	\$ 11.55	\$ 12.13	\$ 12.73	\$ 13.37
PT - LIBRARY ASSISTANT	7/1/2015	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90
PT - HEAVY EQUIPMENT MECHANIC	1/1/2014	\$ 21.04	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
PT - FACILITY MAINT WORKER	2/11/2019	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63	\$ 25.86
PT - FACILITY SUPERVISOR	1/1/2016	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
PT - SENIOR CIVIL ENGINEER	1/1/2014	\$ 37.84	\$ 39.73	\$ 41.72	\$ 43.80	\$ 45.99
PT - MANAGEMENT ANALYST	1/1/2014	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.49
PT - DPTY WATER CONSERVATION O	1/13/2020	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
PT - CITY PLANNING COMMISSIONE	1/1/2014	\$ 20.00	\$ -	\$ -	\$ -	\$ -
PT - PROGRAMMER/ANALYST	4/1/2018	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03
PT - TECHNOLOGY SUPPRT SPECIAL	3/6/2017	\$ 23.04	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00
PT - SR PROGRAMMER/ANALYST	6/1/2016	\$ 32.46	\$ 34.08	\$ 35.79	\$ 37.58	\$ 39.46
PT - ASST. ANIMAL CONTROL OFC.	1/1/2014	\$ 16.71	\$ 17.55	\$ 18.42	\$ 19.36	\$ 20.31

City of Lodi
Salary Schedule Effective June 1, 2020

PT - POLICE OFFICER	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - POLICE OFFICER RETRD ANNU	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - PARTNERS PROGR SUPERVISOR	3/8/2018	\$ 23.00	\$ 24.15	\$ 25.36	\$ 26.63	\$ 27.96
PT - POLICE CHAPLAIN	1/1/2014	\$ 20.00	\$ -	\$ -	\$ -	\$ -
PT - PROPERTY & EVIDENCE TECH	7/1/2019	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
PT - POLICE RECORDS CLERK	1/1/2014	\$ 14.70	\$ 15.43	\$ 16.21	\$ 17.02	\$ 17.87
PT - PARKING ENFORCEMENT ASST	1/1/2015	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08	\$ 21.08
PT - COURT LIAISON OFFICER	8/2/2018	\$ 21.06	\$ -	\$ -	\$ -	\$ -
PT - COMMUNITY SERVICE OFFICER	3/11/2019	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
PT - POL. OFFICER/CRIME ANALYS	1/13/2020	\$ 38.40	\$ -	\$ -	\$ -	\$ -
PT - SUPPORT SVCS OFFICER	6/7/2017	\$ 32.74	\$ -	\$ -	\$ -	\$ -
PT - CODE ENFORCEMENT OFFICER	1/1/2014	\$ 21.61	\$ 22.69	\$ 23.82	\$ 25.01	\$ 26.26
PT - PROF. STANDARDS OFFICER	1/1/2014	\$ 50.00	\$ 55.00	\$ -	\$ -	\$ -
PT - CONSULTANT	9/26/2019	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -
PT - MARKETING COORDINATOR	2/12/2018	\$ 22.55	\$ 23.74	\$ 24.99	\$ 26.31	\$ 27.69
PT - YOUTH OUTREACH WORKER	1/1/2014	\$ 18.90	\$ 20.04	\$ 21.24	\$ 22.51	\$ 24.09
PT - LEGAL SECRETARY (RET ANN)	10/31/2019	\$ 25.78	\$ 27.07	\$ 28.43	\$ 29.85	\$ 31.34
PT - DEPUTY CITY CLK (RET ANN)	10/31/2019	\$ 23.38	\$ 24.55	\$ 25.78	\$ 27.06	\$ 28.42



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Approve Funding Change For Outdoor Environmental Education Grant to Reduce the Appropriation In Fund 205 (State Grants) In the Amount of \$22,908 and Increase the Appropriation In Fund 432 (PRCS Capital) By \$22,908

MEETING DATE: June 17, 2020

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt Resolution authorizing City Manager to approve funding change for Outdoor Environmental Education Grant to reduce the appropriation in fund 205 (State Grants) in the amount of \$22,908 and increase the appropriation in fund 432 (PRCS Capital) by \$22,908

BACKGROUND INFORMATION: The State awarded the City a \$249,525 grant to renovate the Lodi Lake Nature Area amphitheater and educational facilities.

The City's Environmental Education Facilities Grant Program application specified that Parks, Recreation and Cultural Services (PRCS) would work with the Acorn Group on creating interpretive panels to support an outdoor education component of the project. The Acorn Group completed the interpretive panels as agreed upon and was paid in full.

The grant requires the City to expend funds on behalf of the project and submit for reimbursement. Upon requesting the first reimbursement, PRCS was notified that design work is not considered a reimbursable part of the grant. As a result, PRCS would like to request a funding change and reduce the appropriation in fund 205 (state grants) and increase the appropriation in fund 432 (PRCS capital) in order to transfer the existing expense in fiscal year 2020 (Exhibit A).

FISCAL IMPACT: \$22,908 expense will be transferred from fund 205 (state grants) to fund 432 (PRCS Capital)

FUNDING AVAILABLE: 43299000.77020

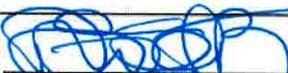
Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

Anwan Baker

Anwan Baker
Parks, Recreation, and Cultural Services Director

AB:mm

APPROVED: 

Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO APPROVE FUNDING CHANGE FOR OUTDOOR ENVIRONMENTAL EDUCATION GRANT TO REDUCE THE APPROPRIATION IN FUND 205 (STATE GRANTS) IN THE AMOUNT OF \$22,908 AND INCREASE THE APPROPRIATION IN FUND 432 (PRCS CAPITAL) BY \$22,908

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WHEREAS, the State awarded the City a \$249,525 grant to renovate the Lodi Lake Nature Area amphitheater and educational facilities; and

WHEREAS, the City’s Environmental Education Facilities Grant Program application specified that Parks, Recreation and Cultural Services (PRCS) would work with the Acorn Group on creating interpretive panels to support an outdoor education component of the project, which has now been completed and paid in full; and

WHEREAS, the grant requires the City to expend funds on behalf of the project and submit for reimbursement, and upon requesting the first reimbursement, PRCS was notified that design work is not considered a reimbursable part of the grant; and

WHEREAS, PRCS would like to request a funding change and reduce the appropriation in fund 205 (state grants) and increase the appropriation in fund 432 (PRCS capital) in order to transfer the existing expense in fiscal year 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to approve the funding change for the Outdoor Environmental Education Grant to reduce the appropriation in fund 205 (state grants) in the amount of \$22,908 and increase the appropriation in fund 432 (PRCS Capital) by \$22,908; and,

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Ratifying the U.S. Department of Justice Coronavirus Emergency Supplemental Funding Program Grant Application, Authorize the Chief of Police to Execute Funding Agreement, Approve the Purchase of Computers, and Appropriate Funds (\$79,318)

MEETING DATE: June 17, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution ratifying the U.S. Department of Justice Coronavirus Emergency Supplemental Funding Program grant application, authorize the Chief of Police to execute funding agreement, approve the purchase of computers, and Appropriate Funds (\$79,318).

BACKGROUND INFORMATION: The Coronavirus Emergency Supplemental Funding (CESF) Program provides funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable purchases include equipment for law enforcement and medical personal protective equipment. The department applied for the grant and was awarded \$79,318 for equipment and personal protective equipment for our sworn staff and dispatcher/jailers.

Staff requests the authorization to expend the first allotment of grant funding to purchase four in-car computers and eight laptops. The purchase of the computers was included and approved by Department of Justice in our grant application. The remaining police in-car computers are at the end of life and are no longer covered by the manufacturer's warranty. The current Panasonic tough book computers were purchased in 2014 and have been in service since. After five years of use, 24 hours a day seven days a week, they are failing and need replacement for the safety and convenience of our officers.

The department also has multiple desktop computers that are end of life. We requested laptops through the grant to replace some of these aging desktop computers. The purpose of this is if Covid concerns return in the Fall, or another pandemic requires staff to work from home they have the capability to quickly and easily take their laptops home.

The cost of the twelve computers is \$35,403 leaving \$43,915 for other safety equipment requested through the grant.

Further we request that funds not expended in the current fiscal year carry over to the 2020/21 fiscal year. Other purchases approved through the grant will follow purchasing policy to expend funds.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Ratifying the U.S. Department of Justice Coronavirus Emergency Supplemental Funding Program Grant Application, Authorize the Chief of Police to Execute Funding Agreement, Approve the Purchase of Computers, and Appropriate Funds (\$79,318)
June 17, 2020
Page 2

FISCAL IMPACT: Appropriate funds from grant funding of \$79,318. There is no impact to the General Fund from this purchase.

FUNDING AVAILABLE: Police Misc Grants – State Special Grants Revenue \$79,318
(21600000.56421)
Police Misc Grants – Small Tools and Equipment Expense \$79,318
(21699000.72359)

Andrew Keys
Deputy City Manager/Internal Services Director

Sierra Brucia
Chief of Police

QUOTE CONFIRMATION



DEAR DANNY DUKE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C20W0G	6/4/2020	PD LAPTOPS 8 LENOVO'S	1348160	\$21,737.27

IMPORTANT - PLEASE READ
Fees applied to Item(s): 5627720

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo ThinkPad X1 Carbon (7th Gen) - 14" - Core i7 8565U - 16 GB RAM - 256 Mfg. Part#: 20QD0002US UNSPSC: 43211503 Contract: Callfornia Lenovo NVP Computer Equipment (MNWNC-117 7-15-70-34-007)	8	5627720	\$1,890.53	\$15,124.24
Windows Enterprise - upgrade & software assurance - 1 license Mfg. Part#: KV3-00367-3 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Callfornia NVP Software (ADSP016-130652 7-16-70-37)	8	3799373	\$305.68	\$2,445.44
Microsoft Office Professional Plus 2019 - license - 1 PC Mfg. Part#: 79P-05746 UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Callfornia NVP Software (ADSP016-130652 7-16-70-37)	8	5300199	\$360.98	\$2,887.84
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 5627720	8	654809	\$4.00	\$32.00

PURCHASER BILLING INFO	SUBTOTAL	\$20,457.52
Billing Address: CITY OF LODI ACCTS PAYABLE PO BOX 3006 LODI, CA 95241-1910 Phone: (209) 333-5538 Payment Terms:	SHIPPING	\$0.00
	RECYCLING FEE	\$32.00
	SALES TAX	\$1,247.75
	GRAND TOTAL	\$21,737.27
DELIVER TO	Please remit payments to:	
Shipping Address: CITY OF LODI ATTN:DANNY DUKE 221 W. PINE STREET LODI, CA 95240-2089 Phone: (209) 333-5538 Shipping Method: UPS Ground (2-3 days)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000062530954.1	Sales Rep	Christopher Mak
Total	\$13,664.92	Phone	(800) 456-3355, 5138451
Customer #	1452833	Email	Christopher_Mak@Dell.com
Quoted On	Jun. 04, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 03, 2020		CITY OF LODI
Deal ID	18891119		PO BOX 3006
			LODI, CA 95241-1910

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Christopher Mak

Shipping Group

Shipping To	Shipping Method
DALE TAYLOR CITY OF LODI 221 W PINE ST LODI, CA 95240-2019 (209) 333-6800	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	\$2,292.61	4	\$9,170.44
Gamber-Johnson Power Supply Mounting kit	\$16.33	4	\$65.32
Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG	\$114.37	4	\$457.48
VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG	\$743.10	4	\$2,972.40

Subtotal:	\$12,665.64
Shipping:	\$0.00
Environmental Fee:	\$16.00
Non-Taxable Amount:	\$762.96
Taxable Amount:	\$11,918.68
Estimated Tax:	\$983.28
<hr/>	
Total:	\$13,664.92

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

DALE TAYLOR
CITY OF LODI
221 W PINE ST
LODI, CA 95240-2019
(209) 333-6800

Shipping Method

Standard Delivery

			Qty	Subtotal
Dell Latitude 5420		\$2,292.61	4	\$9,170.44
Estimated delivery if purchased today: Jun. 25, 2020 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	4	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	379-BDHD	-	4	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	4	-
No AutoPilot	340-CKSZ	-	4	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	4	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	4	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	4	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	4	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	4	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	4	-
Full Security – FPR, Contacted SC, Contactless SC	346-BEVD	-	4	-
RFID Module Label	389-DOOP	-	4	-
RFID Module Label	389-DOQY	-	4	-
Dell USB, USB, AUDIO, Smart Card left I/O module	590-TEXZ	-	4	-
SYSTEM RATING LABEL	389-DOPP	-	4	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	4	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	4	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	4	-
WLAN Bracket	575-BBYW	-	4	-
Qualcomm Snapdragon X20 (DW5821e) Vr2	556-BBZJ	-	4	-
WWAN Bracket	575-BBYX	-	4	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	4	-
90 Watt AC Adapter	492-BCNQ	-	4	-
No Anti-Virus Software	650-AAAM	-	4	-
OS-Windows Media Not Included	620-AALW	-	4	-
E5 US Power Cord	537-BBBD	-	4	-
Quick Referene Guide	340-CHGB	-	4	-

Factory Installed Rigid handle tied sku	540-BCIH	-	4	-
US Order	332-1286	-	4	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	4	-
Safety/Environment and Regulatory Guide (English/Spanish)	340-AGIN	-	4	-
Regulatory Label included	389-BEYY	-	4	-
TPM Enabled	340-AJPV	-	4	-
System Driver, Dell Latitude 5420	640-BBRG	-	4	-
Dell Developed Recovery Environment	658-BCUV	-	4	-
Shuttle SHIP Material	328-BCXL	-	4	-
Directship Info Mod	340-CKTD	-	4	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	4	-
No Option Included	340-ACQQ	-	4	-
No Resource DVD / USB	430-XXYG	-	4	-
ENERGY STAR Qualified	387-BBNJ	-	4	-
BTO Standard shipment Air	800-BBGF	-	4	-
No UPC Label	389-BDCE	-	4	-
No Additional IO Ports	590-TEYC	-	4	-
No Option Included	340-ACQQ	-	4	-
RGB Camera	319-BBFN	-	4	-
ProSupport: Next Business Day Onsite, 1 Year Extended	808-6782	-	4	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	4	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	4	-
ProSupport: 7X24 Technical Support, 4 Years	808-6810	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	-	4	-

Qty Subtotal

Gamber-Johnson Power Supply Mounting kit **\$16.33 4 \$65.32**

Estimated delivery if purchased today:
Jun. 24, 2020
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Gamber-Johnson Power Supply Mounting kit	AA136506	-	4	-

Qty Subtotal

Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG **\$114.37 4 \$457.48**

Estimated delivery if purchased today:
Jun. 15, 2020
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Lind Electronics 11-16V IN, 90W DELL W/ 36IN SMK CIG	A9957699	-	4	-

Qty Subtotal

VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG **\$743.10 4 \$2,972.40**

Estimated delivery if purchased today:
Jul. 10, 2020
Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
VEHICLE DOCK; BASIC ELECTRONICS; TRIPLE PASS-THROUGH RF; FOR LATITUDE 12/14 RUGG	A8818429	-	4	-
				Subtotal: \$12,665.64
				Shipping: \$0.00
				Environmental Fee: \$16.00
				Estimated Tax: \$983.28
				Total: \$13,664.92

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted Items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these Items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these Items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

⁴Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING
THE U.S. DEPARTMENT OF JUSTICE CORONAVIRUS EMERGENCY
SUPPLEMENTAL FUNDING PROGRAM GRANT APPLICATION;
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE FUNDING
AGREEMENT; APPROVING THE PURCHASE OF COMPUTERS; AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Lodi Police Department submitted a proposal for the Coronavirus
Emergency Supplemental Funding (CESF) Program Grant through the U.S. Department of Justice;
and

WHEREAS, the Lodi Police Department was awarded funding from the Department of
Justice in the amount of \$79,318; and

WHEREAS, the Lodi Police Department requests the authorization to expend the first
allotment of grant funding to purchase four in-car computers and eight laptops in the amount of
\$35,403; and

WHEREAS, this leaves \$43,915 for other safety equipment purchases and other purchases
approved through the grant will follow purchasing policy.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the
U.S. Department of Justice Coronavirus Emergency Supplemental Funding Program grant
application in the amount of \$79,318; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby accept the funds and
authorizes the Chief of Police to execute the funding agreement and any necessary forms with the
Department of Justice for the acceptance of this grant; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the purchase
of four in-car computers and eight laptops in the amount of \$35,403; and

BE IT FURTHER RESOLVED that funds in the amount of \$79,318 be appropriated for the
purchase as follows:

- Police Misc Grants - State Special Grants Revenue 21600000.56421 (\$79,318)
- Police Misc Grants - Small Tools and Equipment Expense 21699000.72359 (\$79,318)

BE IT FURTHER RESOLVED that the City Council does hereby authorize any unspent funds
to carry over to the 2020/21 fiscal year.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council
of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



TM

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Public Improvements of Lodi High School New North Campus

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Improvement Agreement for public improvements of Lodi High School New North Campus.

BACKGROUND INFORMATION: The Lodi Unified School District (Developer) has submitted encroachment permit application No. PW2020-0085 to develop the Lodi High School New North Campus, located at 3 South Pacific Avenue, as shown in Exhibit A.

The Lodi High School New North Campus Project (Project) includes connections to the public water and sewer systems and the installation of frontage improvements along Pacific Avenue. Developer has requested to execute an improvement agreement to design and construct the public improvements to expedite construction of the on-site improvements. City staff has deemed this a reasonable request and included a condition requiring that the public improvements be completed prior to final approval of the encroachment permit.

Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed project. Development Impact Fees will be collected prior to encroachment permit final approval.

Staff recommends authorizing City Manager to execute Improvement Agreement for public improvements of Lodi High School New North Campus.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

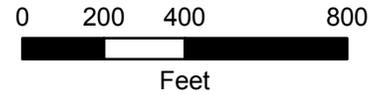
Prepared by Karissa Kiri, Assistant Engineer
CES/KTVK/tdb
Attachments

cc: City Attorney
Deputy Public Works Director/City Engineer
Assistant Engineer, Kiri
Senior Engineering Technician, Wiman
Lodi Unified School District, Developer/Owner

APPROVED: _____
Stephen Schwabauer, City Manager



Exhibit A Lodi High School New North Campus Off-Site Improvements Vicinity Map



WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of the
LODI HIGH SCHOOL NEW NORTH CAMPUS
(3 SOUTH PACIFIC AVENUE)
APN 035-110-12

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", the LODI UNIFIED SCHOOL DISTRICT, formerly known as Lodi Union High School District, hereinafter referred to as "Developer," and A. M. STEPHENS CONSTRUCTION CO., INC., a California corporation, hereinafter referred to as "Developer's Contractor."

RECITALS:

Developer has submitted encroachment permit application No. PW2020-0085 for the development of the Lodi High School New North Campus located at 3 South Pacific Avenue, hereinafter called "Development", on the property more particularly described as Parcel 1 in Exhibit A and Exhibit B, attached hereto and made a part hereof.

Developer is required to construct and complete public improvements as a condition of approval of the encroachment permit application. Developer has presented to the City for approval public improvement plans for the Lodi High School New North Campus Off-Site Improvements, hereinafter called "Project," to construct such public improvements.

Developer has requested approval of the public improvement plans for the construction and completion of public improvements which are a part of or appurtenant to the Development, all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of the project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution authorizing construction and completion of the public improvements on condition that the Developer first enters into and executes this Agreement with the City and meets the requirements of said resolution; and

Developer's Contractor is made a party to this Agreement for the purpose of securing the Faithful Performance Bonds and Labor and Materials Bonds referred to in Paragraph 11 and Comprehensive Automobile Liability insurance referenced in Paragraph 14 herein. Developer's Contractor has no other obligations under this Agreement.

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi City Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work

and improvements as shown on the approved improvement plans for the Project, Plan Set 020D002, which are on file in the Public Works Department.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the issuance of the encroachment permit by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat;
- B. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering twelve months' period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to project acceptance.
- C. 4" sewer service installation;
- D. 2" water service abandonment;
- E. 3" water service abandonment;
- F. 6" x 6" water service hot tap; and
- G. Water meter installation for irrigation and domestic water services.

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water and wastewater capacity are required for the Development and shall be paid prior to acceptance of public improvements.

5. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide inspection services.

6. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

7. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

8. Permits: Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

9. Superintendence by Developer

Developer shall give personal superintendence to the work of said Project improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

10. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

11. Contract Security

Concurrently with the execution of this Agreement, Developer's Contractor shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 283,000.00
Labor and Materials:	\$ 283,000.00

12. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the Project improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 16 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

13. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elected and appointed boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage from personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for,

Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elected and appointed boards, commissions, officers, agents, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 14 of this Agreement.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. Insurance

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

For purposes of this Paragraph 14, "Developer" includes "Developer's Contractor," to the extent applicable, in order to satisfy the requirement that comprehensive automobile liability shall be provided by Developer's Contractor.

A. Worker's Compensation Insurance

Developer shall maintain, during the life of this Agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for worker's compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine Street, Lodi, CA, 95240. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by

anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$5,000,000 Each Occurrence
\$10,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY (to be provided by Developer's Contractor)

\$5,000,000 Combined Single Limit

Such insurance shall be provided by Developer's Contractor and shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer's Contractor must have comprehensive automobile liability if Developer's Contractor's vehicles will be used for the Project or on the Project property.

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Developer; whichever is greater.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) Such insurance as is afforded by this policy shall also apply to the City of Lodi, its

elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by City and shall be included with Developer's policies. An additional named insured endorsement is also required for Auto Liability.

B. Primary and Non-Contributory Insurance Endorsement

Additional insurance coverage under the Developer's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the Developer's liability.

D. Waiver of Subrogation

Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

E. Limits of Coverage

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Developer shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

F. Completed Operations Endorsement

For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.

G. Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance.

H. Failure to Comply

If Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Developer of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Developer shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer fails or refuses to obtain or maintain insurance as required by this Agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Developer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

I. Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

15. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

16. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

17. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of \$5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

18. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or

gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

19. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

20. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

21. Encroachment Permit Final

City will not allow the encroachment permit to be finalized until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met.

22. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

23. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

24. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the Project improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such

materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

25. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

26. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

Notices required to be given to City shall be addressed as follows:

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Lodi Unified School District
1305 East Vine Street
Lodi, CA 95240
Attn: Leonard Kahn

Notices required to be given to Developer's Contractor shall be addressed as follows:

A. M. Stephens Construction Co., Inc.
1717 South Stockton Street
Lodi, CA 95240
Attn: Greg Stephens

Notices required to be given to Surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

[The balance of this page is intentionally left blank.]

27. Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

In Witness Whereof, Developer, Developer's Contractor, and City have caused their names and corporate seals to be hereunto affixed.

LODI UNIFIED SCHOOL DISTRICT,

Dated: _____

By: _____
LEONARD KAHN
Chief Business Officer

(CORPORATE SEAL)

A. M. STEPHENS CONSTRUCTION CO., INC.,
a California corporation

Dated: _____

By: _____
GREG STEPHENS
President

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney

Exhibit A

BOOK 1595 PAGE 424

JAN 15 1954
#1548

IRS 55¢

In Consideration of _____ Dollars

M & M CONSTRUCTION CO., a California Corporation.

Do...es... Hereby Grant to

LODI UNION HIGH SCHOOL DISTRICT



RECORDED

all that Real Property situate in the City of Lodi (as to Northernly portion)

County of San Joaquin, State of California, described as follows:

A tract of land in the Southwest Quarter (S.W. 1/4) of Section Two (2) Township Three (3) North, Range Six (6) East, Mount Diablo Base and Meridian, and more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot 23 of Corinth Tract, as per map filed in Book of Maps, Vol. 13 at Page 39, San Joaquin County Records; thence along the East line of said Corinth Tract, North 0° 44' West 935.00 feet to the Northeast corner of Lot 14 of said Corinth Tract; thence due West 135.00 feet to the Northwest corner of said Lot 14; thence Northerly along the East line of Corinth Avenue, on a curve to the left, radius 30 feet (long chord bears North 23° 07' East 10.97 feet) an arc distance of 10.93 feet; thence due East 95.59 feet; thence North 0° 44' West 956.40 feet; thence South 89° 36' East 206.40 feet to a point in the West line of property of Lodi Union High School District, as shown on map of survey filed in Book of Surveys, Vol. 8 at page 41, San Joaquin County Records; thence along the West line of said property of Lodi Union High School District, South 0° 33' 45" East 1799.93 feet to a point bearing North 0° 33' 45" West 315.0 feet from the South line of said Section 2; thence due West 165.95 feet to the point of beginning, and containing 7.770 acres.

IN WITNESS WHEREOF, said M & M Construction Co., a California Corporation, has hereunto caused its corporate name to be subscribed and its seal affixed by its Vice-President and

thereunto duly authorized by resolution of its Board of Directors, this 21st day of December, 1953.

M & M CONSTRUCTION COMPANY

By *[Signature]* Vice-President

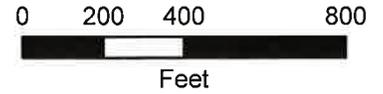
By _____ Secretary

Approved as to Description
JULIUS H. MANNEY
By *D. D. Dickey*
Jan. 14, 1954.



Exhibit B

Lodi High School New North Campus Off-Site Improvements Vicinity Map



BILLING SCHEDULE

EXHIBIT C

Development:	Lodi High School New North Campus Off-Site Improvements	Gross Acreage:	44.52
Developer:	Lodi Unified School District	No. of Units:	N/A
Engineer:	Warren Consulting Engineers, Inc.		
Date:	5/27/20	Construction cost	\$283,000.00

				DEVELOPER COST	CREDITS
<u>ENGINEERING</u>					
Plan Check Fee	(5.0% of	\$100,000)	ENG FEE	\$ 5,000.00	
	(3.5% of	\$183,000)	ENG FEE	6,405.00	
Inspection Fee	(4.0% of	\$250,000)	ENGINS	10,000.00	
	(3.5% of	\$33,000)	ENGINS	1,155.00	
Plan Check Fee Paid			ENG FEE		\$ 13,370.00
Improvement Agreement			ENG FEE	\$2,265.00	\$
ENGINEERING SUBTOTAL				\$ 24,825.00	\$ 13,370.00

STREET SYSTEM

Fees:

Storm Water Inspection Fees (Charge for 1 year inspection)	PW03	1 LS @ \$	2,096.00	\$2,096.00	
Charges for work by City Forces:					
Seal Coat	NC07	24,269 SF @ \$	0.08	\$1,941.52	
STREET SYSTEM SUBTOTAL				\$4,037.52	\$0.00

SEWER SYSTEM

Fees:

Charges for Work by City Forces:					
4" Service Installation	PW03	1 EA @ \$	3,071.00	3,071.00	
SEWER SYSTEM SUBTOTAL				\$3,071.00	\$0.00

WATER SYSTEM

Fees:

Charges for work by City Forces:					
2" Service Abandonment	PW02	1 EA @ \$	2,147.00	2,147.00	
3" Service Abandonment		1 EA @ \$	3,107.85	3,107.85	
6" Service Installation (6 "x 6" Hot Tap)		1 EA @ \$	6,301.85	6,301.85	
6" Meter only (domestic and irrigation)		2 EA @ \$	6,760.00	13,520.00	
WATER SYSTEM SUBTOTAL				\$25,076.69	\$0.00

ELECTRICAL SYSTEM

To be billed separately by Electric Utility Department

TOTAL AMOUNT OF BILLING SCHEDULE				\$57,010.21	\$13,370.00
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL				\$43,640.21	

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
OF LODI HIGH SCHOOL NEW NORTH CAMPUS

=====

WHEREAS, the Lodi Unified School District (Developer) has submitted encroachment permit application No. PW2020-0085 to develop the Lodi High School New North Campus, located at 3 South Pacific Avenue; and

WHEREAS, the project includes connections to the public water and sewer systems and the installation of frontage improvements along Pacific Avenue; and

WHEREAS, Developer has requested to execute an Improvement Agreement to design and construct the public improvements to expedite construction of the on-site improvements; and

WHEREAS, Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed project. Development Impact Fees will be collected as part of the building permit process, prior to issuing a certificate of occupancy; and

WHEREAS, staff recommends authorizing the City Manager to execute Improvement Agreement for public improvements of Lodi High School New North Campus.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Improvement Agreement for public improvements of Lodi High School New North Campus; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Accepting Lodi Unified School District Maintenance Facility Public Improvements

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting Lodi Unified School District Maintenance Facility public improvements.

BACKGROUND INFORMATION: The Lodi Unified School District (Developer) submitted two building permit applications (No. 20190689 and No. 20190690) and constructed a maintenance facility on the property located at 880 North Guild Avenue, as shown in Exhibit A.

The Lodi Unified School District Maintenance Facility project included private interior improvements, along with the installation of a public water system and frontage improvements, which were part of, or appurtenant to, the project. Frontage improvements along Guild Avenue included the installation of an access driveway, sidewalk, and pavement repair.

The public improvements have been completed in substantial conformance with City policy and other requirements of City codes have been met. The developer has provided the required maintenance bond.

Staff recommends accepting Lodi Unified School District Maintenance Facility public improvements.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

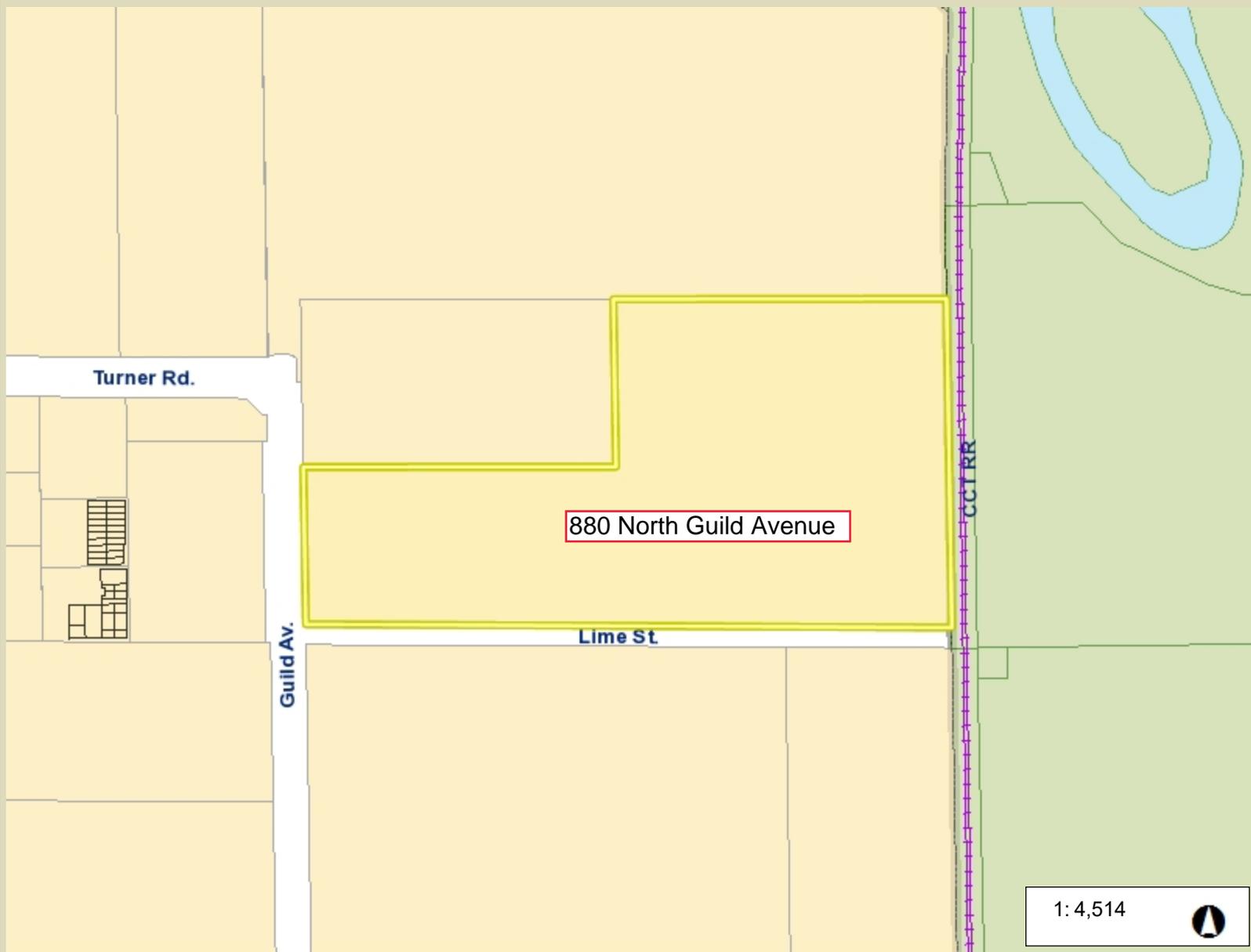
Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tc
Attachment

cc: City Attorney
Deputy Public Works Director/City Engineer
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
Lodi Unified School District, Developer/Owner

APPROVED: _____
Stephen Schwabauer, City Manager



Exhibit A



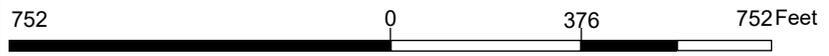
Legend

Landmarks

- ARCH
- CITYBUILDINGS
- CITYHALL
- COURT
- DOGPARK
- FIRESTATIONS
- HIGH SCHOOLS
- HOSPITALS
- LIBRARY
- LND-MRKS
- PARKS
- POLICE
- POST OFFICE
- SCHOOLS
- SKATEPARK
- SOFTBALL
- STADIUM
- THEATRE
- TRAIN

- Railroads
- Waterbodies
- Canal
- Street Names**
- Basins
- Parks
- Schools
- Parcels 2nd Story
- Inner Parcels

1:4,514



WGS_1984_Web_Mercator_Auxiliary_Sphere
© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

LUSD Maintenance Facility
880 North Guild Avenue
Lodi, CA 95240

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING LODI UNIFIED SCHOOL DISTRICT
MAINTENANCE FACILITY PUBLIC IMPROVEMENTS

=====

WHEREAS, the Lodi Unified School District (Developer) submitted two building permit applications (No. 20190689 and No. 20190690) and constructed a maintenance facility on the property located at 880 North Guild Avenue; and

WHEREAS, the Lodi Unified School District Maintenance Facility project included private interior improvements, along with the installation of a public water system and frontage improvements, which were part of, or appurtenant to, the project. Frontage improvements along Guild Avenue included the installation of an access driveway, sidewalk, and pavement repair; and

WHEREAS, the public improvements have been completed in substantial conformance with City policy and other requirements of City codes have been met and the developer has provided the required maintenance bond; and

WHEREAS, staff recommends accepting Lodi Unified School District Maintenance Facility public improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept Lodi Unified School District Maintenance Facility public improvements; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Granular Activated Carbon Replacement, Well No. 4R and Well No. 22

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Granular Activated Carbon Replacement, Well No. 4R and Well No. 22.

BACKGROUND INFORMATION: The granular activated carbon (GAC) replacement project for Well 4R and Well 22 was competitively bid and awarded to Calgon Carbon Corporation on February 6, 2019, in the amount of \$230,222.

This project consisted of removing the spent granular activated carbon (GAC) from the treatment vessels serving well sites 4R and 22, inspecting the vessels for needed repairs (if any); installing new domestic virgin GAC into the vessels; and other incidental and related work as described in the specifications for the above project.

The work was completed in substantial compliance with the contract documents and approved change orders. The final contract price was \$565,782. The difference between the contract amount and the final price was due to six change orders totaling \$335,560.

Change Order No. 1 included the cost to perform unforeseen repairs on two vessels at Well No. 22 (\$28,699).

Change Order No. 2 included the repair of three vessels at Well No. 4R (\$43,048).

Change Order No. 3 included repairs to the top head nozzle at Well No. 22, which was not included in the original inspection and repair (\$8,635).

The GAC replacement at Well No. 4R and Well No. 22 was completed with a total cost of \$310,604.

On December 18, 2019 Council authorized additional change orders (not to exceed \$350,000) to expedite the same scope of work at Well No. 18 and Well No. 20. This allowed the GAC at those wells to be replaced during the winter months (when water demand is low), so they could be online by the spring (when demand begins to increase).

Once approved, GAC replacement work at Well No. 18 and Well No. 20 was initiated with Change Order No. 4 (\$235,524). The following two additional change orders were needed to complete the work:

APPROVED: _____
Stephen Schwabauer, City Manager

Change Order No. 5 included necessary repairs to the inside of the GAC vessels (found during the inspection) (\$6,160).

Change Order No. 6 included sales tax on the new GAC (provided by Change Order No. 4) (\$13,494).

The GAC replacement at Well No. 18 and Well No. 20 (Change Orders No. 4 – No. 6) was completed with a total cost of \$255,178.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: This project was necessary to comply with the maximum contaminant levels at these well sites. The project does not create any additional maintenance costs.

FUNDING AVAILABLE: This project was funded through DBCP settlement funds.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc

Cc: Utility Superintendent



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: June 17, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 prescribes suggested investment reporting requirements for California public agencies. The City Council adopted Resolution 2018-33 on March 7, 2018, requiring the Treasurer to submit a quarterly investment reporting in accordance with Section 53646. The attached Treasurer's Report for the quarter ending March 31, 2020 is in compliance with the State's reporting recommendations and the City of Lodi's Investment Policy and Internal Control Guidelines.

The investment report, investment policy and historical investment reports can be accessed on the City website by following this link: <http://www.lodi.gov/196/Finance>

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Cash and Equivalents						
Farmers & Merchants Bank Main *		Due on Demand		3,340,774	3,340,774	2.52%
Farmers & Merchants Bank Payroll *		Due on Demand		48,052	48,052	0.04%
Local Agency Investment Fund		Due on Demand		29,305,795	29,305,795	22.10%
Farmer's & Merchants Bank Money Market *		Due on Demand		3,621,905	3,621,905	2.73%
Wells Fargo Bank Money Market *		Due on Demand		520,169	520,169	0.39%
Total Demand Deposit Accounts				36,836,696	36,836,696	27.78%

Bond Mutual Fund	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
CAL TRUST Medium Term Fund		Due on Demand		10,331,108	10,331,108	7.79%
Total Bond Mutual Funds				10,331,108	10,331,108	7.79%

Local Bank Certificates of Deposit	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Farmers & Merchants Bank	1.00%	11/7/2021	2,000,000	2,000,000	2,000,000	1.51%
BBVA Compass	2.50%	3/13/2021	249,995	249,995	249,995	0.19%
Total Local Bank Certificates of Deposit			2,249,995	2,249,995	2,249,995	1.70%

Negotiable Certificates of Deposit	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
BRIDGEWATER BANK BLOOMINGTON MINNESOTA	2.20%	8/17/2020	250,000	250,000	251,113	0.19%
BELMONT SAVINGS BANK INTEREST	1.95%	11/23/2020	250,000	250,000	251,400	0.19%
TIAA FSB INTEREST BEARING	1.95%	11/23/2020	250,000	250,000	251,396	0.19%
ALLY BANK INTEREST BANKING	2.05%	11/24/2020	250,000	250,000	251,562	0.19%
BERKSHIRE BANK PITTSFIELD	1.85%	11/24/2020	250,000	250,000	251,239	0.19%
NEBRASKALAND NATIONAL BANK	1.85%	11/27/2020	250,000	250,000	251,256	0.19%
MB FINANCIAL BANK NA	2.00%	11/17/2021	250,000	250,000	252,768	0.19%
MERRICK BANK	2.10%	11/17/2021	250,000	250,000	253,171	0.19%
DISCOVER BANK	2.15%	11/22/2021	250,000	250,000	253,384	0.19%
THIRD FEDERAL SAVINGS & LOAN CLEVELAND	2.10%	11/24/2021	250,000	250,000	253,190	0.19%
BMW BANK NORTH AMERICA	2.20%	11/29/2021	250,000	250,000	253,621	0.19%
ENERBANK USA	2.55%	1/18/2022	250,000	250,000	255,421	0.19%
HORIZON BANK NATION ASSN	2.85%	5/4/2022	250,000	250,000	257,691	0.19%
MOUNTAIN ONE BANK	1.85%	5/31/2022	250,000	250,000	250,358	0.19%
CITI BANK	1.95%	8/23/2022	250,000	250,000	253,297	0.19%
CAPITAL ONE BANK USA NA	2.40%	11/22/2022	250,000	250,000	256,370	0.19%
CAPITAL ONE NA	2.40%	11/22/2022	250,000	250,000	256,370	0.19%
GOLDMAN SACHS BANK USA	2.40%	11/22/2022	250,000	250,000	256,370	0.19%
WELLS FARGO BANK NA	2.40%	11/22/2022	250,000	250,000	256,390	0.19%
JP MORGAN CHASE BANK NA	2.30%	11/30/2022	250,000	250,000	250,516	0.19%
AMERICAN EXPRESS BANK FSB	2.50%	12/5/2022	250,000	246,699	256,095	0.19%
SYNCHRONY BANK	2.60%	1/19/2023	250,000	250,000	258,009	0.19%
SALLIE MAE BANK/SALT LAKE CITY, UTAH	2.65%	1/24/2023	250,000	250,000	258,383	0.19%
STATE BANK OF INDIA	2.70%	2/16/2023	250,000	250,000	258,876	0.20%
MEDALLION BANK UTAH	2.90%	4/10/2023	250,000	250,000	260,689	0.20%
STIFEL BANK AND TRUST	2.95%	5/15/2023	250,000	250,000	261,402	0.20%
CITIBANK NA	3.25%	6/6/2023	250,000	250,000	263,885	0.20%
INDUSTRIAL & COM BK CHNA	3.30%	6/30/2023	250,000	250,000	264,572	0.20%
COMENITY CAPITAL BANK	3.30%	7/16/2023	250,000	250,000	264,748	0.20%
UBS BANK	3.35%	10/5/2023	250,000	250,000	266,035	0.20%
BARCLAYS BANK/DELAWARE	3.35%	10/10/2023	250,000	250,000	266,042	0.20%
HSBC BANK	3.50%	10/31/2023	250,000	250,000	253,505	0.19%
BMO HARRIS BANK NATL ASSOC	2.00%	11/20/2023	250,000	250,000	250,371	0.19%
BANK OF BARODA	3.55%	11/30/2023	250,000	250,000	268,368	0.20%
MCHENRY SAVINGS BK IL	2.80%	3/14/2024	250,000	250,000	262,497	0.20%
MORGAN STANLEY BANK	1.95%	11/29/2024	250,000	250,000	254,671	0.19%
MORGAN STANLEY PRIVATE BANK	1.90%	11/29/2024	250,000	250,000	254,110	0.19%
SILVERGATE BANK**	1.85%	2/27/2025	250,000	250,000	250,360	0.19%
CELTIC BANK**	1.70%	3/13/2025	250,000	250,000	251,179	0.19%
Total Negotiable Certificates of Deposit			9,750,000	9,746,699	9,990,680	7.53%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Agency Securities						
FEDERAL FARM CREDIT BANK SYSTEM	2.50%	4/27/2020	250,000	249,526	250,472	0.19%
FEDERAL FARM CREDIT BANK SYSTEM	2.55%	5/15/2020	250,000	249,734	250,589	0.19%
FEDERAL FARM CREDIT BANK SYSTEM	1.55%	7/27/2020	500,000	492,355	502,207	0.38%
FEDERAL FARM CREDIT BANK SYSTEM	2.84%	9/17/2020	250,000	251,200	253,053	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50%	10/22/2020	205,000	199,527	205,805	0.16%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.70%	11/13/2020	250,000	244,468	251,372	0.19%
FEDERAL HOME LOAN BANK	5.25%	12/11/2020	250,000	266,094	258,670	0.20%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.35%	2/22/2021	250,000	247,195	254,769	0.19%
FEDERAL HOME LOAN BANK	2.38%	3/12/2021	250,000	247,737	254,824	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.75%	4/9/2021	250,000	242,978	253,297	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	5/6/2021	250,000	240,040	251,998	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	8/17/2021	250,000	238,514	252,867	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	9/28/2021	250,000	244,105	255,919	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.38%	10/7/2021	250,000	238,923	253,636	0.19%
FEDERAL HOME LOAN BANK	2.63%	12/10/2021	250,000	248,755	259,395	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	1/5/2022	250,000	243,235	257,163	0.19%
FEDERAL HOME LOAN BANK	2.63%	3/11/2022	250,000	248,853	260,976	0.20%
FEDERAL HOME LOAN BANK	1.65%	4/19/2022	500,000	481,125	500,067	0.38%
FEDERAL HOME LOAN BANK	2.62%	5/27/2022	250,000	249,465	261,887	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	1.88%	6/1/2022	250,000	242,059	256,982	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	8/26/2022	250,000	242,734	259,264	0.20%
FEDERAL HOME LOAN BANK	3.13%	9/9/2022	250,000	254,254	266,585	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.38%	1/19/2023	250,000	246,300	263,475	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.65%	3/8/2023	250,000	249,325	265,653	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.70%	4/11/2023	250,000	249,500	266,024	0.20%
FEDERAL HOME LOAN BANK	2.85%	5/8/2023	250,000	250,174	268,566	0.20%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.90%	7/24/2023	250,000	249,160	266,878	0.20%
FEDERAL HOME LOAN MORTGAGE CORPORATION**	1.82%	10/24/2023	500,000	500,000	500,373	0.38%
FEDERAL HOME LOAN BANK	2.63%	4/15/2024	500,000	500,000	500,365	0.38%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.63%	4/24/2024	650,000	650,037	650,839	0.49%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.75%	5/1/2024	500,000	500,000	500,909	0.38%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.05%	7/29/2024	500,000	500,000	502,311	0.38%
FEDERAL NATIONAL MORTGAGE ASSOCIATION**	1.83%	11/13/2024	300,000	300,000	301,124	0.23%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.10%	12/5/2024	500,000	500,000	501,307	0.38%
FEDERAL HOME LOAN MORTGAGE CORPORATION**	2.00%	12/17/2024	500,000	500,000	500,272	0.38%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.07%	12/23/2024	500,000	500,000	501,576	0.38%
FEDERAL HOME LOAN BANK **	2.00%	1/13/2025	500,000	500,000	501,734	0.38%
FEDERAL HOME LOAN MORTGAGE CORPORATION**	2.02%	1/13/2025	500,000	500,000	501,870	0.38%
FEDERAL HOME LOAN BANK **	1.88%	2/4/2025	300,000	300,000	301,047	0.23%
FEDERAL HOME LOAN BANK **	1.82%	3/3/2025	500,000	500,000	500,671	0.38%
FEDERAL FARM CREDIT BANK SYSTEM**	1.13%	3/17/2025	500,000	500,000	501,114	0.38%
Total Agency Securities			13,955,000	13,857,368	14,167,907	10.68%

US Treasury Notes	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
UNITED STATES TREASURY	1.38%	4/30/2020	500,000	491,523	500,516	0.38%
UNITED STATES TREASURY	1.63%	6/30/2020	500,000	493,607	501,897	0.38%
UNITED STATES TREASURY	2.63%	7/31/2020	250,000	249,029	252,168	0.19%
UNITED STATES TREASURY	2.63%	8/31/2020	250,000	248,942	252,598	0.19%
UNITED STATES TREASURY	2.63%	11/15/2020	250,000	248,868	253,965	0.19%
UNITED STATES TREASURY	2.38%	12/31/2020	250,000	247,420	254,317	0.19%
UNITED STATES TREASURY	1.38%	1/31/2021	250,000	241,844	252,734	0.19%
UNITED STATES TREASURY	1.13%	2/28/2021	250,000	239,815	252,344	0.19%
UNITED STATES TREASURY	1.25%	3/31/2021	250,000	240,368	252,803	0.19%
UNITED STATES TREASURY	1.38%	4/30/2021	250,000	240,904	253,330	0.19%
UNITED STATES TREASURY	1.38%	5/31/2021	250,000	240,547	253,730	0.19%
UNITED STATES TREASURY	1.13%	6/30/2021	250,000	238,335	253,184	0.19%
UNITED STATES TREASURY	1.13%	7/31/2021	250,000	237,921	253,184	0.19%
UNITED STATES TREASURY	2.00%	8/31/2021	250,000	244,513	256,387	0.19%
UNITED STATES TREASURY	1.13%	9/30/2021	250,000	237,186	253,438	0.19%
UNITED STATES TREASURY	2.00%	10/31/2021	250,000	244,134	257,051	0.19%
UNITED STATES TREASURY	2.00%	12/31/2021	400,000	394,512	412,438	0.31%
UNITED STATES TREASURY	1.50%	1/31/2022	250,000	240,139	255,801	0.19%
UNITED STATES TREASURY	1.88%	2/28/2022	250,000	243,370	257,930	0.19%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
US Treasury Notes Cont'd						
UNITED STATES TREASURY	1.88%	3/31/2022	250,000	243,143	258,271	0.19%
UNITED STATES TREASURY	1.75%	5/31/2022	250,000	242,223	258,174	0.19%
UNITED STATES TREASURY	1.75%	6/30/2022	250,000	242,065	258,594	0.19%
UNITED STATES TREASURY	1.88%	7/31/2022	250,000	243,028	259,561	0.20%
UNITED STATES TREASURY	1.63%	8/31/2022	250,000	240,313	258,203	0.19%
UNITED STATES TREASURY	1.88%	9/30/2022	250,000	242,668	260,137	0.20%
UNITED STATES TREASURY	2.00%	10/31/2022	250,000	243,745	261,172	0.20%
UNITED STATES TREASURY	2.00%	11/30/2022	250,000	243,603	261,416	0.20%
UNITED STATES TREASURY	2.13%	12/31/2022	250,000	244,688	262,676	0.20%
UNITED STATES TREASURY	1.50%	2/28/2023	250,000	237,063	258,906	0.20%
UNITED STATES TREASURY	1.50%	3/31/2023	250,000	236,790	259,063	0.20%
UNITED STATES TREASURY	1.63%	4/30/2023	250,000	238,225	260,205	0.20%
UNITED STATES TREASURY	1.63%	5/31/2023	250,000	236,525	260,410	0.20%
UNITED STATES TREASURY	2.63%	6/30/2023	250,000	247,329	268,770	0.20%
UNITED STATES TREASURY	1.25%	7/31/2023	250,000	231,621	257,764	0.19%
Total US Treasury Notes			9,150,000	8,876,001	9,383,131	7.08%

Corporate Securities	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
IBM CORP	1.63%	5/15/2020	500,000	494,010	499,707	0.38%
CITIBANK NA	2.10%	6/12/2020	750,000	737,700	748,572	0.56%
CISCO SYSTEMS INC	2.45%	6/15/2020	250,000	248,618	250,448	0.19%
JPMORGAN CHASE & CO	2.75%	6/23/2020	420,000	419,129	419,702	0.32%
AMAZON.COM INC	1.90%	8/21/2020	300,000	298,653	299,881	0.23%
HSBC BANK USA NA	4.88%	8/24/2020	250,000	256,818	251,810	0.19%
AUTOMATIC DATA PROCESSING	2.25%	9/15/2020	300,000	297,516	300,493	0.23%
BANK OF AMERICA CORP	2.63%	10/19/2020	500,000	503,172	500,778	0.38%
COCA-COLA COMPANY	2.45%	11/1/2020	250,000	248,290	251,313	0.19%
WELLS FARGO & COMPANY	2.55%	12/7/2020	200,000	199,591	200,479	0.15%
WELLS FARGO BANK NA	2.60%	1/15/2021	250,000	246,540	251,090	0.19%
MICROSOFT CORP	4.00%	2/8/2021	100,000	104,600	103,285	0.08%
CISCO SYSTEMS INC	2.20%	2/28/2021	150,000	147,659	150,671	0.11%
EXXON MOBIL CORPORATION	2.22%	3/1/2021	150,000	147,915	150,975	0.11%
BERKSHIRE HATHAWAY INC	2.20%	3/15/2021	100,000	99,297	100,478	0.08%
PNC BANK NA	2.15%	4/29/2021	500,000	495,965	500,166	0.38%
COSTCO WHOLESALE CORP	2.15%	5/18/2021	100,000	99,008	100,842	0.08%
ALPHABET INC	3.63%	5/19/2021	100,000	104,000	102,924	0.08%
DETROIT EDISON CO	3.90%	6/1/2021	375,000	385,585	377,247	0.28%
TOTAL CAPITAL INTERNATIONAL SA	2.75%	6/19/2021	250,000	248,075	252,067	0.19%
AMERICAN HONDA FINANCE	1.65%	7/12/2021	250,000	239,433	247,075	0.19%
WELLS FARGO BANK NA	3.33%	7/23/2021	750,000	748,343	751,254	0.57%
APPLE INC	1.55%	8/4/2021	500,000	485,396	503,085	0.38%
MIZUHO FINANCIAL CORPORATION	2.27%	9/13/2021	250,000	240,903	247,143	0.19%
BOEING COMPANY	2.35%	10/30/2021	250,000	245,363	236,901	0.18%
PFIZER INC	2.20%	12/15/2021	200,000	198,284	200,591	0.15%
TOYOTA MOTOR CREDIT CORP	2.60%	1/11/2022	250,000	246,665	251,288	0.19%
PACIFICORP	2.95%	2/1/2022	250,000	249,816	252,058	0.19%
JOHNSON & JOHNSON	2.25%	3/3/2022	250,000	245,167	259,010	0.20%
WELLS FARGO & COMPANY**	3.50%	3/8/2022	400,000	400,000	407,774	0.31%
TD AMERITRADE HOLDING COMPANY	2.95%	4/1/2022	250,000	247,243	244,310	0.18%
ORACLE CORP	2.50%	5/15/2022	100,000	99,204	101,712	0.08%
UNITED PARCEL SERVICE	2.35%	5/16/2022	100,000	98,749	101,235	0.08%
DEERE & COMPANY	2.60%	6/8/2022	100,000	99,153	101,114	0.08%
3M COMPANY	2.00%	6/26/2022	150,000	144,485	150,305	0.11%
TOYOTA MOTOR CREDIT CORPORATION	2.80%	7/13/2022	250,000	246,950	251,877	0.19%
PROCTER & GAMBLE COMPANY	2.15%	8/11/2022	250,000	243,146	255,174	0.19%
MERCK & CO INC	2.40%	9/15/2022	100,000	98,701	101,695	0.08%
JPMORGAN CHASE & CO	3.25%	9/23/2022	100,000	101,377	103,131	0.08%
GENERAL ELECTRIC CO	2.70%	10/9/2022	250,000	242,535	242,848	0.18%
MICROSOFT CORP**	2.65%	11/3/2022	250,000	250,000	262,015	0.20%
AUSTRALIA & NEW ZEALAND BANKING GROUP NY	2.63%	11/9/2022	250,000	243,450	254,010	0.19%
VISA INC	2.80%	12/14/2022	250,000	247,518	260,383	0.20%
JPMORGAN CHASE & CO	2.97%	1/15/2023	150,000	147,503	152,430	0.11%
BANK OF NEW YORK MELLON CORP	2.95%	1/29/2023	100,000	100,069	102,235	0.08%
WELLS FARGO NATIONAL BANK WEST**	1.90%	1/30/2023	250,000	250,000	253,236	0.19%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Corporate Securities Cont'd						
WELLS FARGO & COMPANY	3.45%	2/13/2023	150,000	152,147	153,914	0.12%
UNITED HEALTH GROUP INC	2.75%	2/15/2023	100,000	99,143	102,328	0.08%
EXXON MOBIL CORPORATION	2.73%	3/1/2023	250,000	247,040	257,714	0.19%
WALMART INC	2.55%	4/11/2023	250,000	244,525	258,246	0.19%
APPLE INC	2.40%	5/3/2023	250,000	240,887	260,638	0.20%
SOUTHERN CALIFORNIA EDISON	3.40%	6/1/2023	254,000	252,849	260,255	0.20%
CHEVRON CORPORATION	3.19%	6/24/2023	250,000	249,295	261,338	0.20%
NEW YORK UNIVERSITY	2.72%	7/1/2023	230,000	230,000	234,662	0.18%
ORACLE CORP	3.63%	7/15/2023	250,000	253,415	265,315	0.20%
IBM CORP	3.38%	8/1/2023	500,000	492,500	526,247	0.40%
SHELL INTERNATIONAL FIN	3.40%	8/12/2023	250,000	252,275	260,672	0.20%
GILEAD SCIENCES INC	2.50%	9/1/2023	260,000	249,886	259,599	0.20%
PROV ST JOSEPH HEALTH OBL	4.38%	10/1/2023	315,000	315,000	344,637	0.26%
PRES & FELLOWS OF HARVAR**	2.60%	10/1/2023	300,000	300,000	303,507	0.23%
TOYOTA MOTOR CREDIT CORP	2.25%	10/18/2023	250,000	235,228	245,092	0.18%
COCA-COLA CO	3.20%	11/1/2023	238,000	235,651	264,706	0.20%
NATIONAL RURAL UTIL COOP	3.40%	11/15/2023	300,000	297,885	316,075	0.24%
ALABAMA POWER CO	3.55%	12/1/2023	250,000	249,873	258,068	0.19%
TOYOTA MOTOR CREDIT CORP	3.35%	1/8/2024	400,000	399,358	409,118	0.31%
JOHN DEERE CAPITAL CORP	3.45%	1/10/2024	250,000	250,448	261,357	0.20%
BP CAP MARKETS AMERICA	3.79%	2/6/2024	500,000	538,075	512,582	0.39%
3M COMPANY	3.25%	2/14/2024	300,000	300,000	317,683	0.24%
BOEING CO	2.80%	3/1/2024	250,000	248,917	234,666	0.18%
DETROIT EDISON CO	3.65%	3/15/2024	300,000	300,000	308,106	0.23%
BANK OF AMERICA CORP	4.00%	4/1/2024	250,000	263,445	264,971	0.20%
CATERILLAR FINANCIAL SERVICE**	3.30%	6/9/2024	500,000	500,000	515,522	0.39%
WALT DISNEY COMPANY**	1.75%	8/30/2024	500,000	500,000	500,995	0.38%
WELLS FARGO & COMPANY	3.30%	9/9/2024	500,000	500,000	780,893	0.59%
AMERICAN HONDA FINANCE	2.15%	9/10/2024	500,000	500,000	488,019	0.37%
SHELL INTERNATIONAL FIN	2.00%	11/7/2024	500,000	500,000	496,535	0.37%
CALPRIVATE BANK	1.95%	11/22/2024	250,000	250,000	250,363	0.19%
CATERILLAR FINANCIAL SERVICE**	3.25%	12/1/2024	500,000	500,000	518,299	0.39%
JP MORGAN CHASE FINANCIAL STEP**	2.15%	1/31/2025	1,000,000	1,000,000	1,008,550	0.76%
TOYOTA MOTOR CREDIT CORP**	1.80%	2/13/2025	300,000	300,000	289,442	0.22%
WESTPAC BANKING CORP**	2.35%	2/19/2025	500,000	500,000	504,086	0.38%
BANK OF AMERICA CORP STEP**	2.05%	2/28/2025	500,000	500,000	501,851	0.38%
Total Corporate Securities			24,492,000	24,389,433	25,102,868	18.93%

Municipal Securities	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
POMONA CA REVENUE WATER FACILITIES PROJECT	2.01%	5/1/2020	150,000	148,584	150,110	0.11%
LA DEPT OF APRTS	2.09%	5/15/2020	600,000	600,046	600,576	0.45%
ALAMEDA COUNTY CA JOINT POWERS AUTHORITY	2.60%	6/1/2020	550,000	550,506	551,095	0.42%
AZUSA USD**	4.00%	7/1/2020	875,000	875,000	881,318	0.66%
LANCASTER CA REDEVELOPMENT AGENCY	2.39%	8/1/2020	235,000	236,203	236,058	0.18%
CONNECTICUT ST GENERAL OBLIGATION	2.50%	8/1/2020	265,000	262,448	266,261	0.20%
MARIN COUNTY	2.66%	8/1/2020	500,000	500,000	503,815	0.38%
SANTA CLARA CO-B**	5.00%	8/1/2020	500,000	500,000	506,475	0.38%
MT SAN ANTONIO CCD**	1.94%	8/1/2020	400,000	400,000	410,632	0.31%
OAKLEY CA REDEVELOPMENT AGENCY	2.85%	9/1/2020	145,000	147,120	145,943	0.11%
SCOTTS VALLEY CA REDEVELOPMENT AGENCY	2.25%	9/1/2020	150,000	150,111	150,648	0.11%
SANTA FE SPRINGS CA COMMUNITY DEVELOPMENT	1.63%	9/1/2020	235,000	228,133	235,449	0.18%
PALM DESERT CA REDEVELOPMENT AGENCY	2.25%	10/1/2020	250,000	247,823	250,385	0.19%
TEXAS ST PUBLIC FINANCE AUTHORITY	3.53%	10/1/2020	350,000	358,351	353,623	0.27%
CALIFORNIA ST - VARIOUS**	5.00%	12/1/2020	200,000	200,000	205,196	0.15%
CONNECTICUT-A-TXBL**	2.54%	3/15/2021	175,000	175,000	175,684	0.13%
CALIFORNIA STATE HIGH SPEED RAIL	2.63%	4/1/2021	500,000	501,060	506,305	0.38%
UNIVERSITY OF CALIFORNIA	3.24%	5/15/2021	150,000	152,684	153,113	0.12%
UNIVERSITY OF CALIFORNIA CA REVENUES	1.79%	5/15/2021	250,000	244,733	251,178	0.19%
BURBANK-GLENDALE-PASADENA AIPORT AUTHORITY	4.13%	7/1/2021	90,000	94,323	92,489	0.07%
MT DIABLO SD-REF-B**	5.00%	7/1/2021	600,000	600,000	629,202	0.47%
LA MIRADA CA REDEVELOPMENT	2.91%	8/15/2021	250,000	253,195	254,708	0.19%
YUBA LEEVE FINANCING AUTHORITY	2.86%	9/1/2021	250,000	252,980	255,718	0.19%
SAN DIEGO CA REDEVELOPMENT AGENCY	2.25%	9/1/2021	250,000	246,163	253,235	0.19%
ROSEVILLE FINANCE AUTHORITY - ELECTRIC SYSTEM	2.41%	2/1/2022	250,000	246,915	255,088	0.19%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Municipal Securities Cont'd						
POMONA REDEV AGY-REF	3.55%	2/1/2022	275,000	283,441	286,206	0.22%
CA ST-TXBL	6.65%	3/1/2022	640,000	716,619	686,618	0.52%
STATE OF MARYLAND	2.65%	3/15/2022	300,000	300,480	308,493	0.23%
CALIFORNIA EDUCATIONAL FACILITIES AUTHORITY	2.46%	4/1/2022	250,000	246,270	254,285	0.19%
CALIFORNIA ST-A-TXBL	2.37%	4/1/2022	500,000	502,362	509,175	0.38%
SACRAMENTO CA PUBLIC**	3.79%	4/1/2022	175,000	175,000	182,649	0.14%
CALIFORNIA STATE DEPT OF WATER RESOURCES	2.00%	5/1/2022	300,000	291,678	304,563	0.23%
UNIV OF CALIFORNIA-BC	2.61%	5/15/2022	250,000	250,000	256,288	0.19%
FAIRFIELD-REF-TXBL	3.25%	6/1/2022	150,000	150,000	155,496	0.12%
TULARE COUNTY CA PENSION OBLIGATION	3.20%	6/1/2022	250,000	250,245	258,885	0.20%
ARKANSAS ST AMENDMENT 82	2.84%	7/1/2022	100,000	100,499	103,894	0.08%
ADELANTO PUBLIC UTILITIES	3.50%	7/1/2022	240,000	246,936	250,423	0.19%
ORANGE COUNTY CA WATER DIST	1.83%	8/15/2022	125,000	125,000	126,968	0.10%
OCEANSIDE CA PENSION OBLIGATION	3.84%	8/15/2022	200,000	209,604	211,122	0.16%
VISTA CA REDEVELOPMENT	3.00%	9/1/2022	120,000	120,960	125,081	0.09%
SAN BERNARDINO COUNTY REDEVELOPMENT	3.25%	9/1/2022	160,000	161,840	165,398	0.12%
SAN LEANDRO CA REDEVELOPMENT AGENCY	3.21%	9/1/2022	260,000	260,887	271,796	0.20%
SAN FRANCISCO CITY & COUNTY CA	2.40%	11/1/2022	445,000	437,052	447,412	0.34%
CALIFORNIA DEPARTMENT OF WATER RESOURCES	2.52%	12/1/2022	75,000	75,000	77,471	0.06%
CARSON CA REDEVELOPMENT	3.00%	2/1/2023	80,000	81,000	82,630	0.06%
CALIFORNIA HOUSING FINANCE AGENCY	2.88%	2/1/2023	200,000	443,770	462,744	0.35%
GEORGIA ST GENERAL OBLIGATION	2.23%	2/1/2023	310,000	299,559	317,784	0.24%
FRESNO FING-B REF	3.18%	4/1/2023	285,000	282,230	298,136	0.22%
OHIO ST THIRD FRONTIER RESEARCH	2.11%	5/1/2023	250,000	240,273	259,155	0.20%
RIVERSIDE CA PENSION OBLIGATION	2.63%	6/1/2023	250,000	243,888	258,383	0.19%
SAN DIEGO TOBACCO SETTLEMENT	3.44%	6/1/2023	500,000	500,745	528,110	0.40%
INDUSTRY-REF-TXBL	3.00%	7/1/2023	500,000	506,070	501,950	0.38%
SOLANO COMMUNITY COLLEGE DT	2.06%	8/1/2023	145,000	145,000	147,601	0.11%
CALIFORNIA VARIOUS PURPOSE	3.50%	8/1/2023	305,000	310,481	323,544	0.24%
VISTA REDEV AGENCY-TXBL	3.00%	9/1/2023	290,000	290,000	306,475	0.23%
CENTRAL CONTRA COSTA SANITATION DISTRICT	3.12%	9/1/2023	415,000	417,283	440,805	0.33%
CALIFORNIA STATE MUNI TAX	2.25%	10/1/2023	250,000	239,738	256,140	0.19%
OAKLAND PENSION-TXBL**	4.35%	12/15/2023	400,000	400,000	437,528	0.33%
RIVERSIDE CA UNIFIED SCHOOL DIST	1.98%	2/1/2024	400,000	400,000	410,184	0.31%
CORTE MADERA-TXBL-REF	2.75%	5/1/2024	150,000	150,357	156,024	0.12%
TULARE COUNTY BRD ED-TXBL	2.31%	5/1/2024	235,000	235,000	238,816	0.18%
CHAFFEY COMMUNITY COLLEGE DT	1.72%	6/1/2024	480,000	480,000	484,387	0.37%
RIVERSIDE CO PUB FIN**	1.92%	7/1/2024	300,000	300,000	304,248	0.23%
LOMPOC VALLEY MED-TXBL**	2.07%	7/1/2024	110,000	110,000	111,978	0.08%
SAN FRANCISCO CITY**	3.76%	8/1/2024	250,000	250,000	272,650	0.21%
TAMALPAIS UN HSD-TXBL**	2.02%	8/1/2024	150,000	150,000	153,540	0.12%
TENNESSEE-C-REF-TXBL**	1.97%	8/1/2024	170,000	170,000	170,911	0.13%
CONTRA COSTA CA COMNTY	1.77%	8/1/2024	250,000	250,000	253,003	0.19%
MINNESOTA ST-C-TXBL**	3.00%	8/1/2024	215,000	215,000	230,654	0.17%
SOLANO COMMUNITY COLLEGE DT	2.16%	8/1/2024	300,000	300,000	306,600	0.23%
SAN FRANCISCO REDEV-C	3.13%	8/1/2024	500,000	500,000	532,065	0.40%
ORANGE COUNTY CA WATER DIST	1.94%	8/15/2024	200,000	200,000	204,892	0.15%
W SACRAMENTO AREA**	2.07%	9/1/2024	150,000	150,000	152,430	0.11%
ESCONDIDO JT POWERS	2.19%	9/1/2024	380,000	380,000	388,611	0.29%
CARMICHAEL WATER DIST	2.17%	11/1/2024	1,295,000	1,295,000	1,335,844	1.01%
INDIO PUB FIN-B-TXBL**	3.35%	11/1/2024	180,000	180,000	183,848	0.14%
SEMITROPIC IMP DIST-A**	2.36%	12/1/2024	140,000	140,000	138,041	0.10%
CON EDISON CO OF NY INC**	3.30%	12/1/2024	310,000	310,000	305,160	0.23%
CALIFORNIA-TXBL**	3.38%	4/1/2025	315,000	315,000	339,658	0.26%
Total Municipal Securities			23,645,000	23,955,641	24,551,051	18.51%
INVESTMENTS SUBTOTAL NOT INCLUDING CASH & EQUIVALENTS			83,241,995	83,075,137	85,445,631	64.43%
TOTAL ALL INVESTMENTS INCLUDING CASH & EQUIVALENTS				130,242,941	132,613,435	100.00%

* End of month bank balances are reflected on this report.

** Investments purchased during this reporting period.

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED MARCH 31, 2020

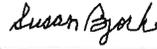
TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
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CERTIFICATION

I certify this report accurately reflects all city pooled investments and is in conformity with state law and the investment policy statement adopted by the City Council on February 5, 2020. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.



Andrew Keys, Treasurer/Director of Finance



Susan Bjork, Budget Manager

Review Date

Review Date

IRS Section 115 Retirement Benefit Trust Funds	Market Value
<u>Public Agency Retirement Services - Pension Stabilization Fund</u>	
Balanced Strategy Mutual Fund	\$ 14,779,948
Total Pension Stabilization Fund	\$ 14,779,948
<u>CalPERS - California Employer's Retiree Benefit Trust (CERBT)</u>	
CERBT Strategy 2	\$ 1,803,856
Total CERBT	\$ 1,803,856
Total Section 115 Retirement Benefit Trust Funds	\$ 16,583,803
<u>Restricted Cash Accounts</u>	
<u>PCE/TCE Central Plume Remediation Fund</u>	
Farmers & Merchants Bank Money Market	\$ 1,713,234
Total PCE/TCE Central Plume Account	\$ 1,713,234
Total Restriction Cash Accounts	\$ 1,713,234



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000

MEETING DATE: June 17, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 (T) requires the City Manager to prepare a quarterly report of contracts not less than \$10,000 nor greater than \$20,000. This report satisfies that requirement.

Attached are reports of purchases awarded during the first calendar quarter of 2020. The reports are separated into purchases awarded or made by purchase order, by Cal-Card or by contract. Two newer elements are included in this report. The first shows all Cal-Card purchases during the quarter that were between \$10,000 and \$20,000. The second shows all contract amendments or change orders to contracts awarded during this quarter. These are changes to Council approved contracts that did not go to Council for approval. With this report, staff is providing Council with the full scope of purchasing activity under LMC Section 2.12.060 (T).

FISCAL IMPACT: There is no fiscal impact from the preparation of this report.

FUNDING AVAILABLE: Adequate funding is available in the Fiscal Year 2019/20 budget for the items on this report.

Andrew Keys
Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

Quarterly Report of Purchases by Purchase Order – 2020, Q1

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2200256	Pace Supply	Water Inventory	Water Utility – 560 Fund	14,072.50
2200257	San Diego Police	Ammunition Order for Field Use	General – 100 Fund	15,685.43
2200266	Stella-Jones Co	Treated Douglas Fir Poles Per SMUD Specifications	Electric Utility – 500 Fund	16,693.40
2200267	General Pacific	Meter Form 12s Network Centron	Electric Utility – 500 Fund	17,861.25
2200268	The Okonite	1/0 Str EPR Concentric Cable, 1-C (Per "City of Lodi Bid Specification, Resolution 2013-166)	Electric Utility – 500 Fund	17,430.96
2200277	San Joaquin Delta College	POST Academy Sponsorship	General – 100 Fund	10,152.00
2200278	One Source Dist	3/8" GUY GRIP B COAT (Preformed GDE1107,Dulmison SGG0915)	Electric Utility – 500 Fund	13,426.45
2200284	General Pacific	500 MCM AA UG Quad, XLP, Al, Stranded, Yellow-Striped 350 MCM Neutral, URD, 600V,	Electric Utility – 500 Fund	10,456.95
2200291	Lexipol LLC	Lexipol Policy Manual Subscription	General – 100 Fund	12,792.00
2200297	Anixter Inc	100A 15KV LOADBREAK CUTOUT (ABB Y1NCANQA11,Hubbell/Chance C730-114PB	Electric Utility – 500 Fund	10,063.61
2200305	General Pacific	Meter Form 12s Network Centron	Electric Utility – 500 Fund	18,099.40
2200308	L N Curtis & So	Hose-New Engine	Vehicle & Equip Repl – 404 Fund (Fire Veh Repl)	18,413.34
2200314	General Pacific	Meter Form 2S Centron TOU Itrou	Electric Utility – 500 Fund	18,289.92
2200324	Miracle Playsys	Replacement of damaged Benches	General Liability – 660 Fund	13,916.82
2200325	Inertia Engineer	Switch, OH, Underhung, 15kV, side-break, horizontal, 600A load-break, configurable 4th-wire, reciprocating handle, Inertia P/N L16SLSUG1423H63	Electric Utility – 500 Fund	11,855.81
2200326	Anixter Inc	100A 15KV LOADBREAK CUTOUT	Electric Utility – 500 Fund	10,063.61
2200329	Anixter Inc	3-PHASE SECTIONALIZING MODULE	Electric Utility – 500 Fund	17,947.85
2200339	One Source Dist	DEAD END TEE 20,000LB MIN.	Electric Utility – 500 Fund	12,076.83

2200340	General Pacific	ITR 6490531-LODI CP2SDR FM9S	Electric Utility – 500 Fund	14,834.15
2200342	One Source Dist	100A 15KV LOADBREAK CUTOUT	Electric Utility – 500 Fund	17,479.02
2200346	Alameda Electri	#1/0 MCM, 3/C, STR, 600V AL	Electric Utility – 500 Fund	10,207.98
2200351	Golden State Fl	Water Meter Inventory	Water Utility – 560 Fund	12,272.30
2200352	Aqua-Aerobic Sy	Filter Cloth Socks for WSWPCF	Wastewater Utility – 530 Fund	11,549.68
2200359	One Source Dist	1/0 Elbow kit. 200A, 15kV	Electric Utility – 500 Fund	12,337.25
2200360	General Pacific	#350 MCM AA UG 600V TRIPLEX	Electric Utility – 500 Fund	13,979.19
2200372	Rockwell Engine	Digester #4 Vaughn Chopper Pump	Wastewater Utility – 530 Fund	11,023.45
2200374	General Pacific	3-PHASE SECTIONALIZING MODULE	Electric Utility – 500 Fund	14,847.76

Quarterly Report of Purchases by Cal-Card – 2020, Q1

Merchant / Vendor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 – Bidding, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.			
MSC Industrial Supply Co	MSC MIKE KOIZAN - hood and boot	General – 100 Fund (COVID-19)	12,960.77
Dell	DMI* DELL K-12/GOVT U9SJEO093UI	General – 100 Fund	18,079.58

Quarterly Report of Purchases by Contract – 2020, Q1

Contract No.	Contractor	Description	Department	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts.				
320102	(576) Donald Wayne Davis	Code Enforcement Abatement Contract	(300) Police Department	10,000.00
320105	(1396) NJ Associates Inc	Development of Conceptual Architectural Renderings	(100) City Manager	10,500.00
320090	(1374) Diane S. Moore	Mokelumne River Left Bank Emergency Repair Project	(505) PW - Engineering	14,600.00

Quarterly Report of Contract Amendments and Change Orders – 2020, Q1

Contract No	CO# or Amend#	Contractor	Original Contract	Amendment	Change Order	Previous Adds	Revised Total	Department	Signer Title
317112	amend 2	Interwest Consulting Group	150,000.00			13,500.00	163,500.00	PW	City Manager
318137	amend 1	Frank Carson Landscape & Maint	5,000.00	10,000.00		(835.00)	14,165.00	PR	City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Report Regarding Communication Pertaining to CARES Act Funding
MEETING DATE: June 17, 2020
PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communication pertaining to CARES Act funding.

BACKGROUND INFORMATION: The mayors of the cities of San Joaquin County sent a joint letter to the San Joaquin County Board of Supervisors regarding CARES Act funding. San Joaquin County has received \$133 million in lifeline funding through the CARES Act, the majority of which is being held in reserve, while cities within the County have not received any lifeline funding for expenses related to COVID-19.

The attached letter, signed by the Mayor, was sent on June 1, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-8700 / FAX (209) 333-8807
www.lodi.gov citymanager@lodi.gov

STEPHEN SCHWABAUER
City Manager
PAMELA M. FARRIS
Assistant City Clerk
JANICE D. MAGDICH
City Attorney

May 20, 2020

San Joaquin County Board of Supervisors
44 North San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

RE: CARES Act Funding

Dear Honorable Members of the Board of Supervisors:

Please accept this letter as the unanimous position of the Mayors of San Joaquin County cities.

Thank you for your service to our Community during these most challenging of times. Your service has never been more important and our partnership has never been exercised more effectively in a time of crisis. We urge you now to recognize the value of and need for municipal services and the ability of municipalities to continue to partner with the County for the benefit of all of our residents in this time of crisis. Cities face real and urgent threats to their continued ability to provide services. Those threats include everything from increased operation costs of PPE and cleaning protocols while we wrestle with the crisis of significantly decreased revenues. We face losses of 100 percent of our TOT, 10-20 percent of sales tax, 10-20 percent of business license fees, significant hits to revenues flowing from new development.

We know this situation is not unique to cities. We know the County is grappling with this same twin terror of increased cost and decreased revenue. However, the County has gotten lifeline funding through the CARES Act. For cities under 500,000 in population which provide the most direct services to our residents, as of today, there is no lifeline. While current Congressional bills propose city funding in a revised effort, there is little clarity as to whether such funding options are likely with one party and the Administration all indicating municipal funding is a non-starter.

As we understand the County CARES Act funding is limited to Coronavirus response, cannot be used to backfill budget losses because of the crisis, and must be spent by December 30, 2020. However as of today, County staff was only able to certify COVID 19 expenses of \$8.8 million of the \$133 million grant and the remaining has been placed in reserve. Your position is enviable and understandable. But in the meantime, services go lacking in cities who cannot

even hope to fund current service levels, let alone have the luxury of a reserve for a future date. We request your urgent consideration of municipal COVID-19 response costs that are real and being incurred on a daily basis, instead of putting the dollars into a reserve fund for future potential County costs that may not prove reimbursable.

While we respect County staffs recommendation and the need to reserve any available resource, local governments are struggling. At this time response to the crisis demands swift action to preserve cities, city services, and the care they provide for our vulnerable population.

Sincerely,
San Joaquin County Mayors



DOUG KUEHNE
Mayor, City of Lodi



MICHAEL TUBBS
Mayor, City of Stockton



ROBERT RICKMAN
Mayor, City of Tracy



BENJAMIN J. CANTU
Mayor, City of Manteca



SONNY DHALI WAL
Mayor, City of Lathrop



ROBERT SWIFT
Mayor, City of Escalon





**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Report Regarding Communication Pertaining to City Specific Attestation
MEETING DATE: June 17, 2020
PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communication pertaining to city specific attestation.

BACKGROUND INFORMATION: The mayors of the cities of San Joaquin County sent a joint letter to Governor Gavin Newsom regarding modification of the County Attestation process to allow the County Health Officer to perform the attestation on a city-by-city basis.

The attached letter, signed by the Mayor, was sent on June 1, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI
2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6700 / FAX (209) 333-6807
www.lodi.gov citymanager@lodi.gov

STEPHEN SCHWABAUER
City Manager
PAMELA M. FARRIS
Assistant City Clerk
JANICE D. MAGDICH
City Attorney

May 20, 2020

The Honorable Gavin Newsom
Governor of the State of California
1303 10th Street, Suite 1173
Sacramento CA 95814

RE: City Specific Attestation

Dear Honorable Governor:

Please accept this letter as the unanimous position of the Mayors of San Joaquin County cities.

Thank you for your service to our Community during these most challenging of times. Your service has never been more important and our partnership has never been exercised more effectively in a time of crisis.

We also thank you for the significant revisions your office made to the County Attestation process to allow Counties to move forward faster into Phase 2. At this time, we would request one additional modification. That you allow the County Health Officer to perform the attestation on a city by city basis.

As you know much of the attestation work will be driven by population size. Larger cities will struggle more than smaller cities to meet attestation factors. Meanwhile, smaller cities that can meet attestation factors have fewer resources to absorb the impact of the economic shutdown. We urge you to consider the County Health Officer to be able to meet the attestation factors on an individual city by city basis to ensure that cities that are safe to open do not continue to suffer the economic impacts of the closure orders.

Sincerely,
San Joaquin County Mayors


DOUG KUEHNE
Mayor, City of Lodi


ROBERT RICKMAN
Mayor, City of Tracy

Governor Newsom – City, Specific Attestation
May 20, 2020
Page 2



SONNY DHALIWAL
Mayor, City of Lathrop



BENJAMIN J. CANTU
Mayor, City of Manteca



ROBERT SWIFT
Mayor, City of Escalon



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Post for Vacancy on Planning Commission
MEETING DATE: June 17, 2020
PREPARED BY: City Clerk

RECOMMENDED ACTION: Post for vacancy on the Planning Commission.

BACKGROUND INFORMATION: Due to a recent resignation, there is one vacancy on the Planning Commission. It is recommended that the City Council direct the City Clerk to post for this vacancy for the period of 30 days.

Government Code Section 54970 et seq. requires that the City Clerk re-post for vacancies to allow citizens interested in serving to submit an application.

POSTINGS:

Planning Commission

Lisa Craig Term to expire June 30, 2021

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Declaring Lodi's Intention to Renew the Lodi Tourism Business Improvement District (LTBID) and Set Public Hearing for July 15, 2020 and a Public Hearing for August 5, 2020 to Consider the Renewal of the Lodi Tourism Business Improvement District (LTBID) and the Levy of Assessments on Lodging Businesses in the City of Lodi

MEETING DATE: June 17, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt resolution declaring Lodi's intention to renew the Lodi Tourism Business Improvement District (LTBID) and set public hearing for July 15, 2020 and a public hearing for August 5, 2020 to consider the renewal of the Lodi Tourism Business Improvement District (LTBID) and the levy of assessments on lodging businesses in the City of Lodi.

BACKGROUND INFORMATION: The LTBID was first adopted in Lodi in 2004. The benefit assessment district provides a revenue source to help fund sales, marketing, and communications and visitor service enhancement programs for Lodi lodging businesses. The assessment is levied on all transient stays in Lodi and revenue is used to promote tourism providing those businesses a direct benefit. In addition to Lodi, this approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The renewed LTBID includes all lodging businesses located within the boundaries of the City of Lodi and a portion of the unincorporated area of San Joaquin County referred to as County Service Area #31 also known as "Flag City."

Lodging business owners decided to pursue renewal of the LTBID in order to continue a revenue source devoted to marketing Lodi as a tourist, meeting and event destination. If renewed, the LTBID would generate approximately \$550,000 on an annual basis for promotion of travel and tourism specific to Lodi.

Tourism Improvement Districts, LTBID Management District Plan, and the LTBID Renewal Process are explained below:

TOURISM IMPROVEMENT DISTRICTS

Tourism Improvement Districts (TIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners within the TID fund the TID, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TMD.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Declaring Lodi's Intention to Renew the Lodi Tourism Business Improvement District (LTBID) and Set Public Hearing for July 15, 2020 and a Public Hearing for August 5, 2020 to Consider the Renewal of the Lodi Tourism Business Improvement District (LTBID) and the Levy of Assessments on Lodging Businesses in the City of Lodi
June 17, 2020

TID benefits:

- Funds cannot be diverted for other government programs
- They are customized to fit the needs of each destination
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation
- They are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for tourism promotion

In California, TIDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of a special benefit assessment districts to raise funds within a specific geographic area. The key difference between TIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TID.

MANAGEMENT DISTRICT PLAN

The Management District Plan (Attachment 1) includes the proposed boundary of the LTBID, a service plan and budget and a proposed means of governance. The LTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Lodi and a portion of the unincorporated area of San Joaquin County referred to as County Service Area #31, also known as “Flag City”.

The renewed LTBID will have a ten (10) year term, beginning October 1, 2020 through September 30, 2030. The assessment will be implemented beginning October 1, 2020. Once per year beginning on the anniversary of LTBID renewal there is a thirty (30) day period in which business owners paying 50 percent or more of the assessment may protest and begin proceedings to terminate the LTBID.

The annual assessment rate is 4.5 percent for lodging businesses in the City of Lodi, and 3 percent for lodging businesses in the unincorporated area of San Joaquin County, of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the LTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 2, 2015. With this assessment, Lodi is still competitive with surrounding areas in terms of overall hotel tax rates.

Below is a table comparing the Lodi and San Joaquin tax rates against other jurisdictions.

Jurisdiction	Transient Occupancy Tax Base Rate	Asssment Rate (TBID)	Total Rate
City of Lodi	6%	4.5%	10.5%
Unincorporated County (also known as Flag City)	8%	3%	11%
City of Stockton	8%	4%	12%
City of Elk Grove	12%	2%	14%
City of Fresno	12%	1.5%	13.5%
City of Sacramento	12%	1-3% based on zone, plus 1% for Convention Center Expansion	14-16%

Adopt Resolution Declaring Lodi's Intention to Renew the Lodi Tourism Business Improvement District (LTBID) and Set Public Hearing for July 15, 2020 and a Public Hearing for August 5, 2020 to Consider the Renewal of the Lodi Tourism Business Improvement District (LTBID) and the Levy of Assessments on Lodging Businesses in the City of Lodi
June 17, 2020

The Visit Lodi! Conference and Visitors Bureau (Bureau) will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each assessed lodging business located in the boundaries of the LTBID. The Bureau shall take all reasonable efforts to collect the assessments from each assessed lodging business.

LTBID RENEWAL PROCESS

June 17, 2020 RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition (Attachment 2), signed by the business owners in the renewed district who will pay more than 50 percent of the assessments proposed to be levied, the City Council may initiate proceedings to renew a district by the adoption of a resolution expressing its intention to renew a district.

Petition Status: Petitions in favor of LTBID renewal were submitted by lodging businesses representing 85.24 percent of the total LTBID assessment. This majority petition allows the Council to initiate proceedings for LTBID renewal at the June 17, 2020 meeting.

June 19, 2020 NOTICE

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the LTBID (Attachment 3). Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest LTBID renewal.

July 15, 2020 PUBLIC MEETING

Allow public testimony on the renewal of the LTBID and levy of assessments. No Council action required.

August 5, 2020 FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the renewed LTBID which will pay more than 50 percent of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

If the Council, following the public hearing, decides to establish the renewed LTBID, the Council shall adopt a resolution of formation.

The Lodi Tourism Business Industrial District timeline (Attachment 4) is submitted for reference.

FISCAL IMPACT: No immediate impact because the LTBID programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

FUNDING AVAILABLE: Not applicable.

Andrew Keys
Deputy City Manager/Internal Services Director

Stephen Schwabauer
City Manager

2020-2030



**LODI
TOURISM BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

*Prepared pursuant to the Property and Business Improvement District Law of
1994, Streets and Highways Code section 36600 et seq.*

April 21, 2020

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Prepared by
Civitas



(800)999-7781
www.civitasadvisors.com

I. OVERVIEW

Developed by Visit Lodi! Conference and Visitors Bureau (“the Bureau”), the Lodi Tourism Business Improvement District (LTBID) is an assessment district proposed to be renewed to provide specific benefits to payors, by funding sales, marketing, and communications and visitor service enhancements program efforts for assessed businesses. These additional services have been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

Location: The LTBID includes all lodging businesses located within the boundaries of the City of Lodi and a portion of the unincorporated area of San Joaquin County referred to as County Service Area #31, also known as “Flag City”, as shown on the map in section III.

Services: The LTBID is designed to provide specific benefits directly to payors by increasing room night sales. Sales, marketing, and communications and visitor service enhancements programs will increase overnight tourism and market assessed businesses as tourist, meeting and event destinations, thereby increasing room night sales.

Budget: The total LTBID annual budget for the initial year of its ten (10) year operation is anticipated to be approximately \$550,000. This budget is expected to fluctuate as room sales do and may change over the LTBID’s term.

Cost: The annual assessment rate is four and one half percent (4.5%) for lodging businesses in the City of Lodi, and three percent (3%) for lodging businesses in the unincorporated area of San Joaquin County, of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the LTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 2, 2015.

Collection: The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the LTBID. The City shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The renewed LTBID will have a ten (10) year life, beginning October 1, 2020 through September 30, 2030. Once per year, beginning on the anniversary of LTBID renewal, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on LTBID termination.

Management: The Visit Lodi! Conference and Visitors Bureau will continue to serve as the LTBID’s Owners’ Association. The Owners’ Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

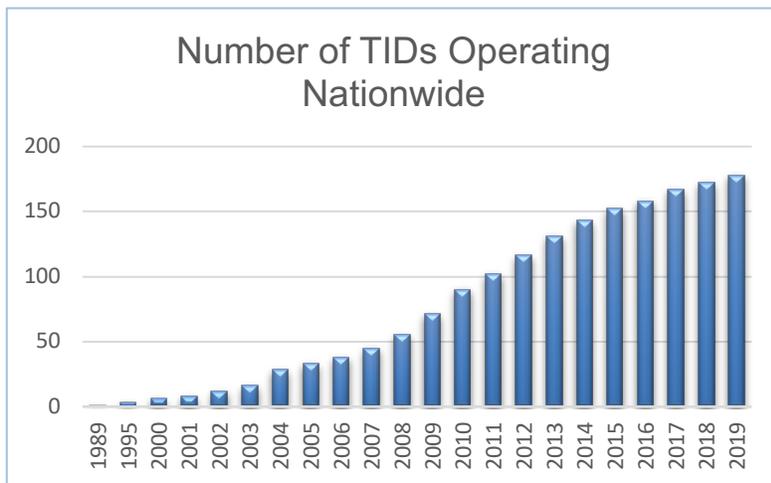
II. ACCOMPLISHMENTS

Visit Lodi! Conference and Visitors Bureau was originally formed on October 6, 2004. From 2015-2020, the Bureau accomplished significant efforts within the LTBID. These accomplishments are listed below:

- The Bureau has helped grow lodging gross revenues year over year for an increase of over 4 million dollars (29%) over the past 5 years. (2015-2019)
- The annual fall media fam has produced great results over the past 4 years (2016-2019). The Bureau has generated 3.1 million dollars in ad equivalency and reached over 797 million consumers with positive articles about Lodi as a destination.
- From 2014-2018:
 - Local taxes generated from travel increased 50%;
 - State taxes generated from travel increased 7%;
 - Industry employment generated by visitor spending increased by 7% while earnings generated by visitor spending increased 35%;
 - Food & beverage sales generated by tourism increased 14%; and
 - Retail sales generated by tourism increased 10%.
- The Downtown Visitor Center is now open 7 days a week servicing 4,150 visitors in 2019.
- In 2019 the Bureau added a Live Help feature to our website allowing visitors to our website to ask questions in real time.
- In 2020 the Bureau will launch our new Tourism Ambassador program to educate front line staff about Lodi as a destination to improve the visitor experience.

III. BACKGROUND

TBIDs are an evolution of the traditional Business Improvement District. The first TBID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TBID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TBIDs without a state law.



California’s TBIDs collectively raise over \$275 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Lodi lodging businesses continue to invest in stable, lodging-specific marketing programs.

TBIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging

business owners to organize their efforts to increase room night sales. Lodging business owners within the TBID pay an assessment and those funds are used to provide services that increase room night sales.

In California, TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TBIDs:

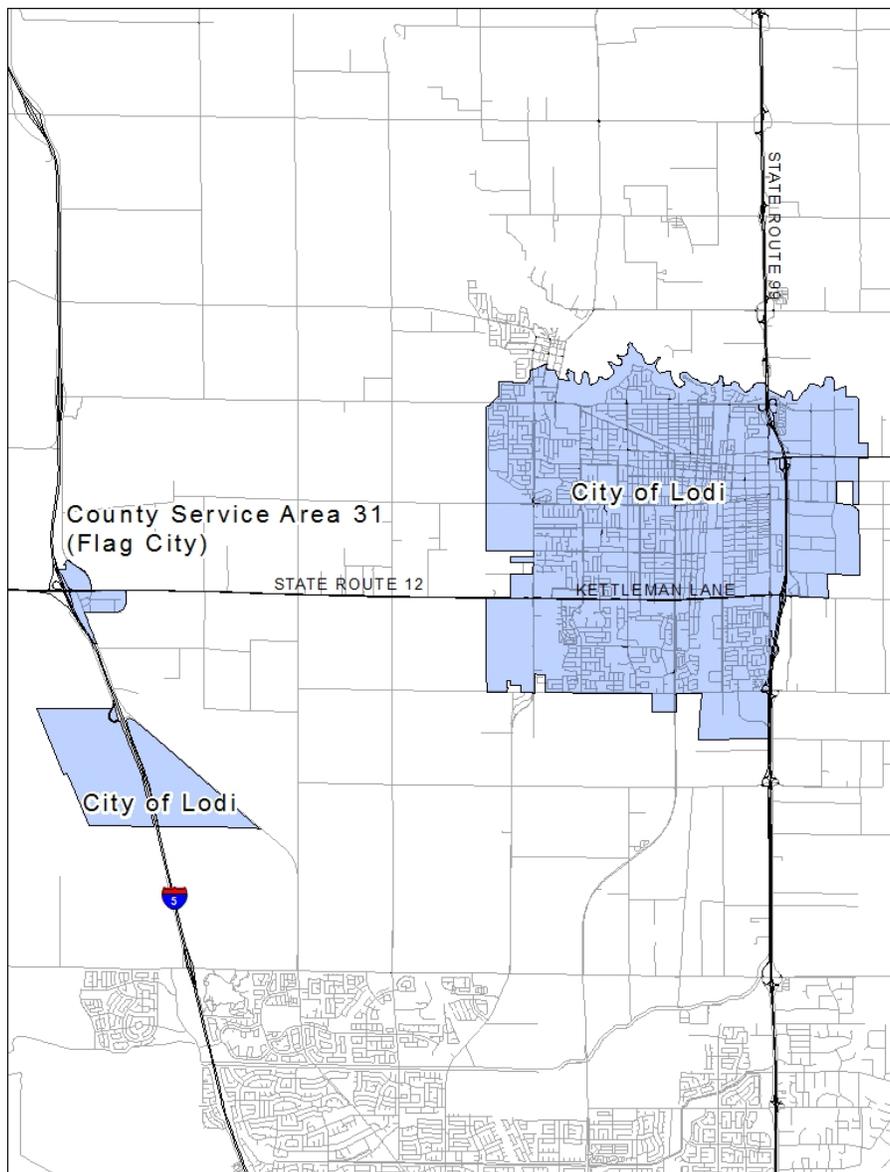
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are **designed, created and governed by those who will pay** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

IV. BOUNDARY

The LTBD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Lodi and a portion of the unincorporated area of San Joaquin County, County Service Area #31 also known as “Flag City”.

Lodging business means: Any structure or any portion of any structure which is occupied or intended or designed for the occupancy by transients for dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, short-term vacation rental, motel, studio hotel, bachelor hotel, lodginghouse, roominghouse, apartment house, dormitory, public or private club, mobilehome or house trailer at a fixed location or other similar structure or portion thereof.

The boundary, as shown in the map below, currently includes sixty (60) lodging businesses. A complete listing of lodging businesses within the proposed LTBD can be found in Appendix 2.

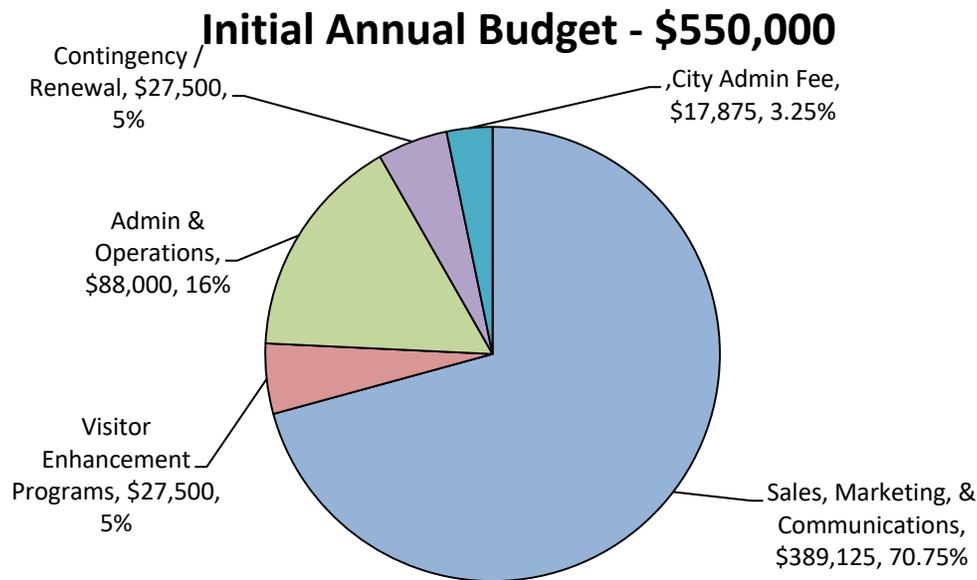


V. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The services provided with the LT BID funds are sales, marketing, and communications and the visitor service enhancements program available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit the assessed businesses. A detailed annual budget will be developed and approved by the Bureau. The table below illustrates the initial annual budget allocations. The total initial budget is \$550,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the Bureau board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the LT BID, any and all assessment funds may be used for the costs of defending the LT BID.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales, marketing, and communications budget includes the cost of staff time dedicated to overseeing and implementing the sales, marketing, and communications program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the the Bureau on an as- needed basis.

Sales, Marketing, and Communications

A sales, marketing and communications program will promote assessed businesses as tourist, meeting, and event destinations. The sales, marketing and communications program will have a central theme of promoting Lodi as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance at professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Sponsorship of events that attract tourist and groups to assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed businesses; and
- Education of lodging business management and the owners' association on marketing strategies best suited to meet assessed business's needs.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

Visitor Service Enhancements

The Visitor Services Enhancement (VSE) program will provide potential funding for programs and initiatives based on criteria to be developed by the LTBID. The focus of the VSE program will be on the entire destination brand footprint to ensure a consistent brand experience throughout LTBID. VSE may include:

- Destination ambassador training program focusing on welcoming visitors and encouraging overnight visitation and longer stays at assessed businesses;
- Welcome Center and Kiosk improvements including new technology-driven visitor information enhancements; and
- Brand-centric visitor services training program for both public and private sector staff.

Contingency/Renewal

A prudent portion of the budget will be allocated to a contingency fund, to account for lower than anticipated collections or higher than anticipated program costs. If there are contingency funds collected and near the expiration of the district there are contingency funds remaining, and business owners wish to renew the district, the contingency funds may be used for renewal costs.

City Administration Fee

The City shall be paid a fee equal to three and one quarter percent (3.25%) of the amount of assessment collected, to cover its costs of collection and administration.

B. Annual Budget

The total ten (10) year improvement and service plan budget is projected at approximately \$550,000 annually, or \$5,500,000 through 2030. This amount may fluctuate as sales and revenue increase at assessed businesses, and may change over the term.

C. California Constitutional Compliance

The LTBID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.¹ Rather, the LTBID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the LTBID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the LTBID. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the LTBID, and are narrowly tailored. LTBID funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in LTBID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this LTBID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with sales, marketing, and communications and visitor service enhancements programs promoting lodging businesses paying the LTBID assessment. The sales, marketing, and communications and visitor service enhancements programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the sales, marketing, and communications and

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

visitor service enhancements programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the LTBD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

2. Specific Government Service

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the LTBD are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”⁶

3. Reasonable Cost

LTBD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the the Bureau, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from LTBD-funded activities, be featured in advertising campaigns, and benefit from other LTBD-funded services. Non-assessed lodging businesses will not receive these, nor any other, LTBD-funded services and benefits.

The LTBD-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-LTBD funds. LTBD funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is four and one half percent (4.5%) within the City of Lodi and three percent (3%) in the unincorporated areas of San Joaquin County of gross short term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the LTBD shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 2, 2015.

The term “gross room rental revenue” as used herein means: The consideration charged, whether or not received, for the occupancy of space in a hotel valued in money, whether to be received in money,

³ Government Code § 53758(a)

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the LTBD assessment is identified separately it shall be disclosed as the "LTBD Assessment." As an alternative, the disclosure may include the amount of the LTBD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. Any lodging business which fails to remit any assessment imposed within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. Any lodging business which fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. If the City determines that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties states in subsections 1 and 2 of this section.
4. In addition to the penalties imposed, any lodging business which fails to remit any assessment imposed shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment exclusive of penalties, from the date on which the remittance first became delinquent until paid.
5. Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The renewed LTBD assessment will be implemented beginning October 1, 2020 and will continue for ten (10) years through September 30, 2030. The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the LTBD. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

VI. GOVERNANCE

A. Owners' Association

Visit Lodi! Conference and Visitors Bureau will continue to serve as the Owners' Association for the renewed LTBID.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the the Bureau board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The the Bureau shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
 - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k)
 - (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
 - (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
- (l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
- (m) In a property-based district, the total amount of general benefits, if any.
- (n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
- (o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may

classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

- (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
- (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500))

or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
 - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

BUSINESS NAME	ADDRESS	CITY
A Simple Room	1512 Cherrywood Way	Lodi, CA 95240
Altera Domi LLC	139 S Crescent Ave	Lodi, CA 95240
Bella Vino LLC	235 S Hutchins St	Lodi, CA 95240
Best Real Estate Inv	9 W Oak St	Lodi, CA 95240
Best Western I-5 Inn	6411 W Banner Rd	Lodi, CA 95242
Bordeaux Inn Lodi	333 W Locust St	Lodi, CA 95240
Brick Bungalow	714 W Lockeford St	Lodi, CA 95240
Budget Inn of Lodi	917 S. Cherokee Lane	Lodi, CA 95240
Claudia Marie Design	330 N Pleasant Ave	Lodi, CA 95240
Colleen's Cottage	306 Bella Vista Dr	Lodi, CA 95242
Cottage On California	112 N California St	Lodi, CA 95240
Days Inn & Suites	710 S. Cherokee Lane	Lodi, CA 95240
Del Rancho Motel	501 N. Cherokee Ln.	Lodi, CA 95240
Deluxe Hotel	22 1/2 s Main St	Lodi, CA 95240
Econo Lodge Inn & Suites	118 N. Cherokee Lane	Lodi, CA 95240
Economy Inn	1100 S. Cherokee	Lodi, CA 95240
Fox Den	904 W Turner Rd	Lodi, CA 95242
Golden Era Hotel	8095 E Crystal Dr	Anaheim, CA 92807
Hampton Inn & Suites	PO Box 1420	Lodi, CA 95241
Henry & Denise Estrada	2542 Legacy Way	Lodi, CA 95242
Her Life House	428 W Pine St	Lodi, CA 95240
Holiday Inn Express	1337 E Kettleman Ln	Lodi, CA 95240
Huckaby Air BNB	2432 Muirfield Dr	Lodi, CA 95242
Hutchins House Vacation Rental	PO Box 956	Woodbridge, CA 95258
Imperial Hotel	9 W. Oak St.	Lodi, CA 95240
JoJo Ong	101 S Fairmont Ave	Lodi, CA 95240
Katz Cozy Home	822 Rutledge Drive	Lodi, CA 95242
Kelly Van Ruiten	1011 W Elm St	Lodi, CA 95240
Lavette Properties	4138 Cambridge Rd	La Canada, CA 91011
Lee Ave Cottage	P O Box 1503	Lodi, CA 95241
Lisa Isola	405 W Pine St	Lodi, CA 95240
LMB Enterprises	401 Trinity Way	Lodi, CA 95242
Lockeford Bungalow	107 W Lockeford St	Lodi, CA 95240
Locust Tree Inn	428 1/2 W Locust St	Lodi, CA 95240
Lodi Candlewood Suites	1345 E Kettleman Ln	Lodi, CA 95240
Lodi El Rancho Motel	12231 Jackson Rd	Sloughhouse, CA 95683
Lodi Hill House Museum	826 S Church St	Lodi, CA 95240
Main Hotel	4 S. Main Street	Lodi, CA 95240
McCay Cellars	429 W Pine St	Lodi, CA 95240
Merlot Bungalow	3711 E Acampo Rd	Acampo, CA 95220
Microtel Inn & Suites	6428 W Banner St	Lodi, CA 95242
Mills Mansion 09/01/17	210 N Lower Sacramento Rd	Lodi, CA 95242
Mimi's Downtown Cottage	302 W Locust St	Lodi, CA 95240
Motel 6	P. O. Box 1210	Lodi, CA 95241

Oasis Colibri	1945 Edgewood Dr	Lodi, CA 95242
OBAID KHAN	611 Louie Ave	Lodi, CA 95240
Park Place	2925 Park Oak Dr	Lodi, CA 95242
Pleasant House	P O Box 47	Woodbridge, CA 95258
Poppy Sister Inn	533 W Oak St	Lodi, CA 95240
Rancho Grande Motel	807 S. Cherokee Lane	Lodi, CA 95240
Sunset Escape	8 S Sunset	Lodi, CA 95240
The Carriage House new 8/1/19	2651 Douglas Fir Dr	Lodi, CA 95242
The Downtown Walnut	402 W Walnut St.	Lodi, CA 95242
The Garage	520 N Lower Sac	Lodi, CA 95242
The Witt Resort	1446 Lexington Dr	Lodi, CA 95242
Traveler's Hotel	112 N. School St.	Lodi, CA 95240
Tudor Oasis	6010 Garden Dr	Newcastle, CA 95658
Viking Motel	815 S. Cherokee Lane	Lodi, CA 95240
Wine and Roses LLC	2505 W. Turner Rd.	Lodi, CA 95242
Wine Country Inn	607 S. Cherokee Lane	Lodi, CA 95240

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI DECLARING ITS INTENTION TO RENEW THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT (LTBID) AND SETTING THE TIME AND PLACE OF A PUBLIC MEETING ON JULY 15, 2020 AND A PUBLIC HEARING ON AUGUST 5, 2020 ON THE RENEWAL OF THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT (LTBID) AND THE LEVY OF ASSESSMENTS ON LODGING BUSINESSES IN THE CITY OF LODI

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WHEREAS, the City of Lodi created the LTBID on October 2, 2015 by Resolution No. 2015-159; and

WHEREAS, the LBTID was created for a five (5) year term which ends on September 30, 2020; and

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code §36600 et seq., authorizes the City to renew business improvement districts for the purposes of promoting tourism; and

WHEREAS, Visit Lodi! Conference and Visitors Bureau, lodging business owners, and representatives from the City of Lodi have met to consider the renewal of the LTBID; and

WHEREAS, Visit Lodi! Conference and Visitors Bureau has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the LTBID, a service plan and budget, and a proposed means of governance; and

WHEREAS, lodging businesses who will pay the assessment within the boundaries of the LTBID have petitioned the City Council to renew the LTBID.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are true and correct.
2. The City Council finds that lodging businesses that will pay the assessment proposed in the Plan have signed and submitted petitions in support of the renewal of the LTBID. The City Council accepts the petitions and adopts this Resolution of Intention to renew the LTBID and to levy an assessment on lodging businesses within the LTBID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code §36622.
4. The City Council declares its intention to renew the LTBID and to levy and collect assessments on lodging businesses within the LTBID boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The LTBID shall include all lodging businesses located within the boundaries of the City of Lodi and a portion of the unincorporated area of San Joaquin County referred to as County Service Area #31, also known as "Flag City", as shown in the map attached as Exhibit A.
6. The name of the district shall be Lodi Tourism Business Improvement District (LTBID).
7. The annual assessment rate is four and one half percent (4.5%) for lodging businesses in the City of Lodi, and three percent (3%) for lodging businesses in the unincorporated area of San Joaquin County, of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the LTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 2, 2015.
8. The assessments levied for the LTBID shall be applied toward sales, marketing, and communications and visitor service enhancements programs to market assessed lodging

businesses in Lodi as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which LTBID assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.

9. The renewed LTBID will have a ten (10) year term, beginning October 1, 2020 through September 30, 2030, unless renewed pursuant to Streets and Highways Code §36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on establishing the LTBID and levying assessments are set for July 15, 2020, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 W Pine Street, Lodi, CA 95240.
12. The time and place for the public hearing to establish the LTBID and the levy of assessments are set for August 5, 2020, at 7:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 W Pine Street, Lodi, CA 95240. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code §36623.
13. At the public meeting and hearing the testimony of all interested persons for or against the renewal of the LTBID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the renewed LTBID that will pay more than fifty percent (50%) of the estimated total assessment of the entire LTBID, no further proceedings to renew the LTBID shall occur for a period of one (1) year.
14. The complete Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

Dated: June 17, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020 by the following vote:

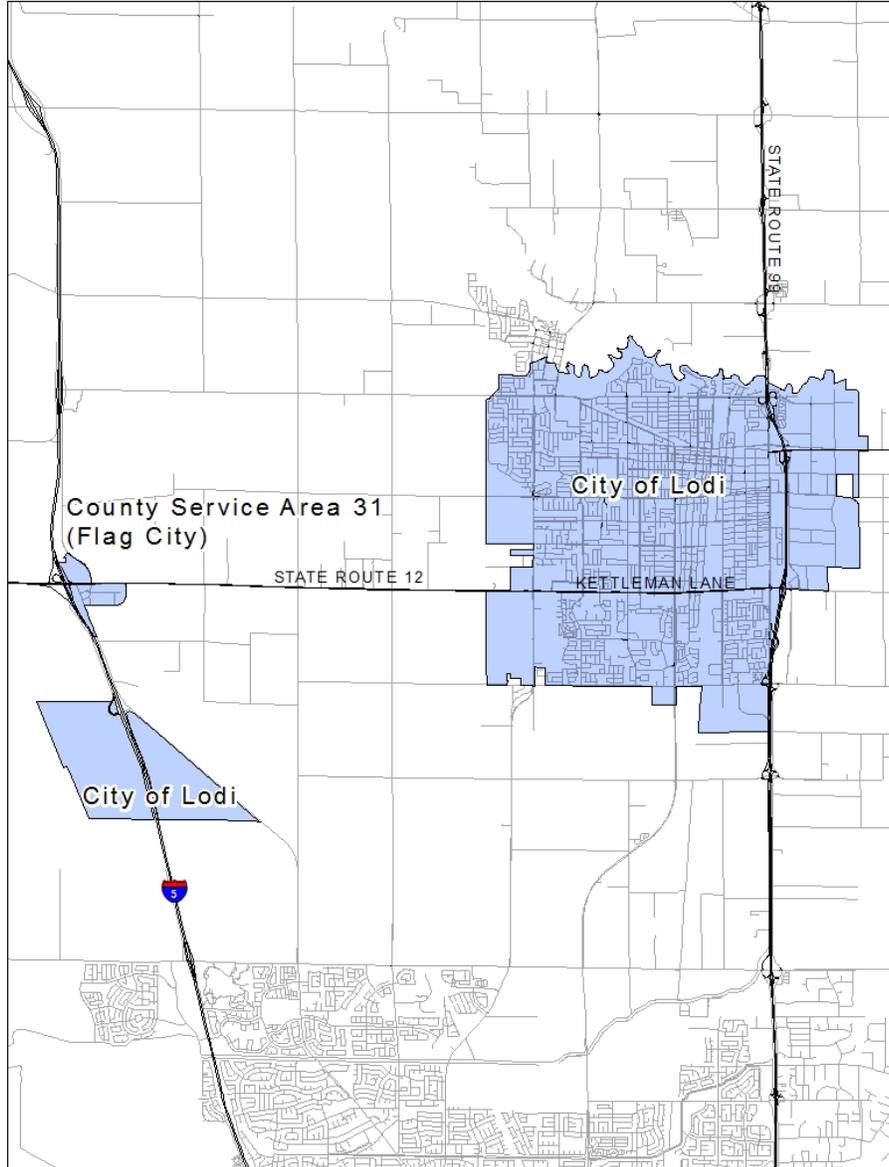
AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

ATTEST:

DOUG KUEHNE
Mayor

PAMELA M. FARRIS
Assistant City Clerk

EXHIBIT A
District Boundaries





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Continue Public Hearing to July 15, 2020 to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and Ordering the Levy and Collection of Assessments

MEETING DATE: June 17, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Continue public hearing to July 15, 2020 to consider resolution adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and ordering the levy and collection of assessments.

BACKGROUND INFORMATION: Over the past 17 years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District includes landscape and irrigation, masonry block walls, and street parkway trees. The activities and levy amounts vary by zone, as described in the City of Lodi, Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Report (Report), Fiscal Year 2020/21.

The Report includes diagrams of the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of maintenance, operations and servicing of improvements; and the net levy upon all assessable lots and/or parcels within the District.

The cost of maintenance increased slightly compared to last year; however, it is still more than the amount being assessed to the district. Similar to last year, the account has a substantial reserve, generated over many years, which will be utilized to allow the individual zone and the total District's assessment for Fiscal Year 2020/21 to remain unchanged from Fiscal Year 2019/20. Staff intends to utilize the reserve to offset annual increases until such time that the reserve is reduced to an appropriate level. At that time, the assessment will be adjusted as necessary.

The individual zone assessments range from \$18 to \$55 per Dwelling Unit Equivalent (DUE). The assessments per DUE vary because the specific improvements maintained in each zone are different. The average assessment per DUE is \$44.

The District's Fiscal Year 2020/21 budget is provided in Exhibit A. The Engineers Report is provided in Exhibit B.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2020/21, approve the annual report, to declare its intention to levy the assessments, and to conduct a public hearing to receive public comments. After the public

APPROVED: _____
Stephen Schwabauer, City Manager

hearing, City Council will be asked to confirm the final report and order the levy and collection of the assessments.

FISCAL IMPACT: Funding for District maintenance and the preparation of the Report are included in the assessments. The General Fund will contribute \$674.47 this year to account for maintenance costs that do not exclusively benefit the District.

FUNDING AVAILABLE: Funding is available to continue the existing level of maintenance in the District. This funding is being provided from the current assessment and from existing District reserves.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc
Attachments

cc: City Engineer
NBS

**Exhibit A
Fiscal Year 2020/21 Budget**

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$30,442.00
Contingency	3,044.20
Reserve	<u>0.00</u>
<i>Total Landscape</i>	<i>\$33,486.20</i>
2. Street Parkway Trees	
Maintenance	\$1,000.00
Contingency	<u>100.00</u>
<i>Total Street Parkway Trees</i>	<i>\$1,100.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	<u>100.00</u>
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
Total Annual Maintenance:	\$35,686.20
General Benefit Contribution ¹:	(\$674.47)
Total Assessable Maintenance:	\$35,011.73
Incidentals:	
1. Consultant Fees	\$14,500.00
2. City Administrative Fees	1,750.59
3. Publication	1,500.00
4. County Collection Fees	338.39
Total Incidentals:	\$18,088.98
Total Assessable Maintenance & Incidentals:	\$53,100.71
Surplus from Previous Fiscal Year:	(\$18,974.45)
BALANCE TO ASSESSMENT:	\$34,126.26

¹ Information about the General Benefit component can be located in Section 5 of this report.

CITY OF LODI

Engineer's Report For: Fiscal Year 2020/21

Consolidated Landscape Maintenance District No. 2003-1

May 2020

Prepared by:



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

221 W. Pine Street
Lodi, California 95240
Phone - (209) 333-6800
Fax - (209) 333-6710

CITY COUNCIL

Doug Kuehne, Mayor
Alan Nakanishi, Mayor Pro Tempore
Mark Chandler, Council Member
JoAnne Mounce, Council Member

CITY STAFF

Stephen Schwabauer, City Manager
Pamela Farris, Assistant City Clerk
Janice D Magdich, City Attorney
Charles Swimley, Public Works Director

NBS

Tim Seufert, Client Services Director
Adina McCargo, Director
Christine Drazil, Financial Analyst

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1. ENGINEER'S LETTER

WHEREAS, on May 20, 2020, the *City Council* (the "Council") of the *City of Lodi* (the "City"), pursuant to the *Landscaping and Lighting Act of 1972* (the "Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* (the "District"), Fiscal Year 2020/21;

WHEREAS, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

NOW THEREFORE, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
Zone 1 - Total Assessment	\$4,075.92
Dwelling Unit Equivalents	74.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 2 - Total Assessment	\$7,325.64
Dwelling Unit Equivalents	133.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 3 - Total Assessment	\$716.04
Dwelling Unit Equivalents	39.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 4 - Total Assessment	\$624.24
Dwelling Unit Equivalents	34.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 5 - Total Assessment	\$12,282.84
Dwelling Unit Equivalents	223.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 6 - Total Assessment	\$4,406.40
Dwelling Unit Equivalents	80.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 8 - Total Assessment	\$936.36
Dwelling Unit Equivalents	17.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 9 - Total Assessment	\$201.96
Dwelling Unit Equivalents	11.000
Assessment per Dwelling Unit Equivalent	\$18.36

(Continued on next page)

DESCRIPTION	AMOUNT
Zone 11 - Total Assessment	\$440.64
Dwelling Unit Equivalents	8.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 13 - Total Assessment	\$1,709.34
Dwelling Unit Equivalents	93.104
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 14 - Total Assessment	\$587.52
Dwelling Unit Equivalents	16.000
Assessment per Dwelling Unit Equivalent	\$36.72
Zone 15 - Total Assessment	\$665.88
Dwelling Unit Equivalents	36.268
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 16 - Total Assessment	\$153.48
Dwelling Unit Equivalents	8.360
Assessment per Dwelling Unit Equivalent	\$18.36

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

Charles Swimley, P.E., Engineer of Work

Date

Seal

2. OVERVIEW

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2020/21. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

2.1 District Formation and Annexation History

The District is currently comprised of 13 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

ZONES 1 AND 2

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 3 THROUGH 6

In 2004, separate reports were prepared for Zones 3 through 6. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 8, 9, AND 11

A separate report was prepared in 2005 for Zones 8, 9, and 11. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONE 13

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 14 THROUGH 16

A separate engineer's report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City has been levying and collecting these assessments on the County Tax Roll as a means to provide continuous funding for the related improvements.

2.2 Effect of Proposition 218

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City's landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the "Assessment Law".

3. PLANS AND SPECIFICATIONS

The facilities operated, serviced and maintained within each Zone are generally described as follows:

ZONE 1 – ALMONDWOOD ESTATES

1. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1,220 linear feet.
2. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
3. Street parkway trees located within the public street within the Zone 1 boundary.

ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3

1. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1,200 linear feet.
2. Street parkway trees located within the public street within the Zone 2 boundary.

ZONE 3 – MILLSBRIDGE II

1. Street parkway trees located within the public street within the Zone 3 boundary.

ZONE 4 – ALMOND NORTH

1. Street parkway trees located within the public street within the Zone 4 boundary.

ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES

Legacy Estates I

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
2. Street parkway trees located within the public street within the Zone 5 boundary.

Legacy Estates II

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
2. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
3. Street parkway trees located within the public street within the Zone 5 boundary.

Kirst Estates

1. Street parkway trees located within the public street within the Zone 5 boundary.

ZONE 6 – THE VILLAS

1. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
2. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
3. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
4. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
5. Street parkway trees located within the public street within the Zone 6 boundary.

ZONE 8 – VINTAGE OAKS

1. A masonry wall and 13.5' wide landscaping strip, including a 4.0-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
2. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
3. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.

ZONE 9 – INTERLAKE SQUARE

1. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.

ZONE 11 – TATE PROPERTY

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4.0-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
2. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.

ZONE 13 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 14 – LUCA PLACE

1. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
2. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.

ZONE 15 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL

1. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
2. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

4. BENEFITS

The special benefits conferred from the installation and maintenance of the improvements need to be identified. The improvements shown in Section 3 are, hereby, reasonably determined to confer certain special benefits to parcels within each applicable Zone, and such special benefits are described below.

4.1 Masonry Wall Maintenance

The overall appeal of an area is enhanced when neighborhood masonry wall improvements are in place and kept in satisfactory condition. Conversely, appeal decreases when such walls are deteriorating, damaged, unsafe or defaced by graffiti.

4.1.1 IMPROVED AESTHETICS

Neighborhood masonry walls, when coupled with landscaping improvements, improve the livability, appearance and desirability for properties within each applicable Zone. Such walls also create a sense of community within the applicable Zones. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity, and attract residents and visitors to the community.

4.2 Landscape Maintenance

The overall appeal of an area is enhanced when landscaping improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when landscaping is overgrown, unsafe, or destroyed by the elements or vandalism.

4.2.1 IMPROVED AESTHETICS

Street landscaping improvements improve the livability, commercial activity, appearance, and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

4.3 Street Parkway Trees Maintenance

The overall appeal of an area is enhanced when street parkway trees improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when street parkway trees are overgrown, unsafe, or destroyed by the elements or vandalism.

4.3.1 IMPROVED AESTHETICS

Much like street landscaping improvements, maintenance of street parkway trees improves the livability, appearance, and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Urban Forestry Network, trees add beauty to their surroundings by adding color to an area, softening harsh lines of buildings, screening unsightly views, and contributing to the character of their environment. Trees have also proven to contribute to a community's economy and way of life. Trees planted along and around buildings provide a distraction for the eye, softening the background. Trees also contribute eye-catching colors to their surroundings, from the different shades of green found in the leaves, the colors found in flowering trees, and sometimes even the bark of the tree.

5. QUANTIFICATION OF GENERAL BENEFIT

5.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements. *Division 12 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972*, permits the establishment of assessment districts by local agencies for the purpose of providing certain public improvements necessary or convenient for providing certain public services.

Section 22573 of the Act requires that assessments must be levied according to benefit received rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit. Furthermore, it's required that the City separate the general benefits from special benefits, because only special benefits may be assessed to property owners.

5.2 Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 3 of this Report, will only be provided within the boundaries of each Zone. There will be no improvements or maintenance services provided by the District outside of the boundaries of each Zone.

The improvements provide aesthetic benefits to the properties within the various Zones of the District. However, it's recognized that the maintenance of the improvements also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular traffic and pedestrians passing through the various Zones will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify these general benefits.

5.3 Masonry Wall Maintenance

One method for determining the general aesthetic benefit conferred by the maintenance of the various neighborhood masonry walls is to compare the estimated time spent by occupants in vehicles and pedestrians traversing the improvements (general) to the estimated time spent by the population of the various Zones in close proximity to the improvements (special). Estimated time for these purposes will be referred to as "population-hours", i.e., number of accumulated hours per day attributed to people in and

around the area of the improvements. For purposes of this calculation, we will assign 24 hours to the estimated number of persons residing within each Zone.

According to the U.S. Census Bureau (2014), the average household size in the City is 2.82 persons. The following shows the number of residential units, the estimated persons, and the total population-hours of each Zone benefitting from masonry wall maintenance:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,150.56
11	8	23	541.44
TOTAL	535	1,510	36,208.80

¹ Number shown is rounded to the nearest whole number.

² Estimated Number of Persons multiplied by 24 (hours).

We now need to estimate the population-hours generated by occupants in vehicles passing by the masonry wall improvements throughout the District. Any vehicle using the City’s streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the improvements and services, and will not be included in the calculation of general benefit. We will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

According to data from the U.S. Department of Transportation (2011), the weighted average number of occupants per vehicle is 1.674. The following table shows the average number of occupants for each mode of vehicular transportation, the percentage of each mode of vehicular transportation, and the overall weighted average occupancy per vehicle:

Mode	Occupants	Percentage of All Vehicles	Weighted Occupancy
Car	1.59	50.6%	0.804
Van	2.35	7.9%	0.187
Sport Utility	1.92	17.9%	0.344
Pickup	1.49	19.9%	0.296
Other Truck	1.12	0.4%	0.004
Motorcycle	1.18	3.3%	0.039
Weighted Average Vehicle Occupancy			1.674

Using the weighted average vehicle occupancy number determined above, we can estimate the number of vehicle occupants passing by the improvements each day. We then multiply the time it takes to traverse the improvements at the given speed limit by the number of estimated vehicle occupants to derive population-hours for vehicular traffic.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ¹	Estimated Vehicle Occupants ²	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							337.97

¹ Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.

² Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various masonry wall improvements who may walk past those improvements on a daily basis.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation (FHWA, 2011).

In order to determine the estimated total number of persons who are within close proximity to the masonry wall improvements, and would utilize walking as their mode of transportation, we applied the 11.70% of person trips reported from the NHTS Pacific Division study, to the estimated number of persons residing within one-half mile of each Zone boundary.

In order to obtain a better picture of the overall level of general benefit provided by the masonry wall improvements, the pedestrian traffic that utilizes walking as the mode of transportation that may walk by the various improvements, but live outside of the various Zones, must be considered. The 2009 NHTS further details the purposes of the 21,252 (in millions) reported walking trips. Based on the property types within the District, people walking along the improvements would most likely do so for the following reasons: walking to school, day care or religious activity, social or recreational activities, and to shop or run errands.

The following details the number of walking trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of each Zone would use the sidewalks along the Zone boundary where the improvements are located:

Trip Purpose	Number of Walking Trips (in millions)
School/Daycare/Religious	872
Shopping/Errands	5,820
Social/Recreational	2,268
Don't know/Other	139
Total	9,099

Of the total number of walking trips reported, 9,099 (in millions), or 42.81%, are for purposes that persons outside of each Zone would utilize the sidewalks along the Zone boundary where the improvements are located. We then need to estimate the accumulated amount of time it would take for these pedestrians to traverse the various improvements walking at a conservative average speed of 2 MPH.

The following table summarizes the calculation of population-hours for pedestrians passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Estimated Residential Units Outside Zone ¹	Estimated Population Outside Zone ²	Estimated Number of Pedestrians ³	Estimated Number of Peds. Passing ⁴	Length of Imp. (mi)	Time Passing Imp. (hr) ⁵	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
TOTAL POPULATION-HOURS (PEDESTRIAN)							145.88

- 1 Within one-half mile of Zone.
- 2 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.
- 3 An estimated 11.70% of population use walking as primary mode of transportation. Number shown is rounded to the nearest whole number.
- 4 An estimated 42.81% of pedestrians may walk by improvements for purposes described above. Number shown is rounded to the nearest whole number.
- 5 Estimated using an average walking speed of 2 MPH.

Summing the total special and general population-hours gives us a total of 36,692.65; therefore, the general benefit to vehicle occupants and pedestrians passing by the masonry wall improvements throughout the District is estimated to be 1.32% $[(337.97 + 145.88) / 36,692.65]$.

Masonry Wall General Benefit	1.32%
-------------------------------------	--------------

5.4 Landscape Maintenance

In order to estimate the general aesthetic benefit conferred by the maintenance of the various landscaping improvements throughout the District, we will use the same methodology used to determine the general benefits conferred by the maintenance of the masonry wall improvements. The landscaping improvements for Zones 1, 2, 5, 6, 8, and 11 are all along the masonry walls within those Zones, so the population-hours data calculated for the masonry wall improvements will be the same for the landscape maintenance. However, there are four additional Zones for which the landscape maintenance must be considered: Zones 13, 14, 15, and 16.

The following shows the number of residential units, the estimated persons, and the total population-hours for each Zone benefitting from the landscape improvements:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,151.56
11	8	23	541.44
14	17	48	1,150.56
TOTAL	552	1,558	37,360.36

¹ 2.82 persons per household. Number shown is rounded to the nearest whole number.

² Estimated Number of Persons multiplied by 24 (hours)

There are also three non-residential Zones that benefit from the landscaping improvements and need to be considered. Due to the commercial nature of these properties, the calculation of population-hours will differ from that of the residential parcels. For these parcels, we will estimate population-hours factoring how long it takes for each vehicle trip generated by the properties within these Zones to traverse the improvements located within each Zone. The following table shows the calculation of population-hours for the non-residential Zones:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ²	Estimated Vehicle Occupants ³	Population-Hours (Special)
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	1,377	2,306	21.21
16	Kettleman Ln.	35 MPH	0.376	0.0107	559	937	10.05
	L. Sac. Rd.	50 MPH	0.117	0.0023	381	638	1.50
TOTAL POPULATION-HOURS (SPECIAL)							32.76

¹ The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.

² Estimated average daily vehicle trips, based upon data compiled in the ITE Trip Generation Manual (7th Edition).

³ 1.674 persons per vehicle. Number shown is rounded to the nearest whole number.

From this, we have determined that the total population-hours relating to special benefit are 37,393.12:

Category	Population-Hours (Special)
Residential	37,360.36
Non-Residential	32.76
TOTAL	37,393.12

We now need to estimate the population-hours generated by occupants in vehicles passing by the landscape improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the improvements and services, and will not be included in the calculation of general benefit. Just like in the previous subsection, we will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the landscape improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ³	Estimated Vehicle Occupants ⁴	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	9,423	15,774	145.06
14 ²	Westgate Dr.	25 MPH	0.157	0.0063	172	289	1.81
16	Kettleman Ln.	35 MPH	0.376	0.0107	28,291	47,361	508.21
	L. Sac. Rd.	50 MPH	0.117	0.0023	19,274	32,266	75.73
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							1,068.78

- ¹ The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- ² Average Daily Trips along Westgate Dr. were estimated, using data compiled in the ITE Trip Generation Manual (7th Edition), since data from the City was not available.
- ³ Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.
- ⁴ Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various landscape improvements who may walk past those improvements on a daily basis.

Zone	Estimated Residential Units Outside Zone ²	Estimated Population Outside Zone ³	Estimated Number of Pedestrians ⁴	Estimated Number of Peds. Passing ⁵	Length of Imp. (mi)	Time Passing Imp. (hr) ⁶	Population -Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
13 & 15 ¹	329	928	109	46	0.414	0.2070	9.62
14	207	584	68	29	0.157	0.0785	2.30
16	2,152	6,069	710	304	0.493	0.2465	74.93
TOTAL POPULATION-HOURS (PEDESTRIAN)							232.73

- ¹ The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.
- ² Within one-half mile of Zone.
- ³ 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.
- ⁴ An estimated 11.70% of population use walking as primary mode of transportation, as noted in Section 5.3. Number shown is rounded to the nearest whole number.
- ⁵ An estimated 42.81% of pedestrians may walk by improvements for purposes described in Section 5.3. Number shown is rounded to the nearest whole number.
- ⁶ Estimated using an average walking speed of 2 MPH.

Summing the special and general population-hours gives us a total of 38,694.63; therefore, the general benefit to vehicle occupants and pedestrians passing by the landscape improvements throughout the District is estimated to be 3.36% $[(1,068.78 + 232.73) / 38,694.63]$.

Landscaping General Benefit	3.36%
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5.5 Street Parkway Trees Maintenance

All of the street parkway tree improvements within the various Zones are along what are considered local streets, i.e. streets other than major arterial or collector streets within the City. In other words, these streets are intended to serve only the individual residential neighborhoods in which they are located, and not to be pass-through streets. In addition, according to the City's General Plan (2010), local streets accommodate low volumes of local traffic and provide access to individual parcels. Local streets typically have two travel lanes and allow parking on both sides of the street. Through traffic is permitted on local streets, but high speeds are discouraged.

From a visual inspection of the layout of the various Zones, one must conclude that the purpose of the local streets is exclusively intended for the benefit of the parcels on such streets. There is no local street that provides a direct or efficient means of traveling from one place to another such that one could reasonably expect a driver to purposefully choose the District's local streets as the best route for travel unless necessary because the route either began or ended with a parcel in the District. A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit.

However, one can imagine a minimal degree of pass-through traffic even on something such as a cul-de-sac. As expressed by the Appellate Court in *Beutz v. County of Riverside* (2010), "... courts of this state have long recognized that virtually all public improvement projects provide general benefits."

Given the location to the schools, parks, and shopping in the City, there are bound to be drivers that make use of the local streets for no other reason but to turn around or go back from where they came, especially if they are dropping their children off at one of the schools. Additionally, given the nature of the street trees, one could imagine a small degree of “residential tourism” wherein drivers are in fact simply “passing through” to enjoy the beautiful views of the homes, the natural surroundings or visiting friends. A conservative estimate of 0.50% for each scenario would result in the general benefit portion of the improved aesthetic benefits resulting from the maintenance of the street parkway trees on local streets to be 1.00% and the special benefit is estimated to be 99.00%.

Street Parkway Trees General Benefit	1.00%
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5.6 Collective General Benefit

Since the District is comprised of improved aesthetic benefits resulting from a blend of improvements (masonry walls, landscaping, and street parkway trees), the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District. This general benefit result is provided in the table below:

Masonry Walls General Benefit	1.32%
Landscaping General Benefit	3.36%
Street Parkway Trees General Benefit	1.00%
District General Benefit	1.89%

The general benefit, which is the percentage of the total annual maintenance costs that must be funded through sources other than assessments, is 1.89%. The special benefit, which is the percentage of the total annual maintenance costs that may be funded by assessments, is 98.11%.

6. ASSESSMENT METHODOLOGY

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec 22574).

The Method of Assessment uses the following components to assign special benefit to each parcel:

- **Benefit Points:** Assignment of points for aesthetic special benefits.
- **Benefit Factor:** Multiplier. This is the Dwelling Unit Equivalent (DUE) value per parcel.
- **Benefit Units:** Sum of a parcel's benefit points multiplied by the parcel's benefit factor. The total amount is the special benefit units assigned to a parcel.

The total costs of maintenance and operation, less the amount of general benefits identified, will be assessed to the parcels within the District based on the benefit units assigned to each parcel.

6.1 Benefit Points

The following table shows the Aesthetic Benefit Points to be assigned per DUE for each Zone, based upon the benefits conferred by the maintenance of various Landscape, Masonry Wall, and Street Tree improvements within the District (one point for each of the improvement types):

	Landscape Aesthetic Benefit Points		Masonry Wall Aesthetic Benefit Points		Street Parkway Trees Aesthetic Benefit Points		Aesthetic Benefit Points per DUE
Zone 1	1	+	1	+	1	=	3
Zone 2	1	+	1	+	1	=	3
Zone 3	0	+	0	+	1	=	1
Zone 4	0	+	0	+	1	=	1
Zone 5	1	+	1	+	1	=	3
Zone 6	1	+	1	+	1	=	3
Zone 8	1	+	1	+	1	=	3
Zone 9	0	+	0	+	1	=	1
Zone 11	1	+	1	+	1	=	3
Zone 13	1	+	0	+	0	=	1
Zone 14	1	+	0	+	1	=	2
Zone 15	1	+	0	+	0	=	1
Zone 16	1	+	0	+	0	=	1

6.2 Benefit Factor

The basis of determining a parcel’s benefit factor is a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of the benefit factor and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit as compared to the single-family residential parcel.

The following table illustrates how DUEs are assigned to various types of property throughout the District:

PROPERTY TYPE	BENEFIT FACTOR
Single Family Residential	1.000 per Property
Multi-Family Residential (Duplex)	2.000 per Property
Multi-Family Residential (3 or more units)	5.000 per Acre
Commercial or Office	
For the First 7.5 Acres	5.000 per Acre
For the Next 7.5 Acres	2.500 per Acre
For All Acreage Over 15.0 Acres	1.250 per Acre
Industrial	4.000 per Acre

6.3 Benefit Units

The following table shows the resulting total Aesthetic Benefit Units within each Zone:

	Aesthetic Benefit Points per DUE		Benefit Factor (DUE)	=	Total Aesthetic Benefit Units
Zone 1	3	x	74.000	=	222.000
Zone 2	3	x	133.000	=	399.000
Zone 3	1	x	39.000	=	39.000
Zone 4	1	x	34.000	=	34.000
Zone 5	3	x	223.000	=	669.000
Zone 6	3	x	80.000	=	240.000
Zone 8	3	x	17.000	=	51.000
Zone 9	1	x	11.000	=	11.000
Zone 11	3	x	8.000	=	24.000
Zone 13	1	x	93.104	=	93.104
Zone 14	2	x	16.000	=	32.000
Zone 15	1	x	36.268	=	36.268
Zone 16	1	x	8.3600	=	8.360
TOTAL DISTRICT-WIDE AESTHETIC BENEFIT UNITS					1,858.732

6.4 Assessment Rate Per Benefit Unit

The assessment rate for per Benefit Unit is then calculated as follows:

Total Assessable Annual Costs ¹	/	Total District Wide Aesthetic Benefit Units	=	Assessment Rate per Aesthetic Benefit Unit
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¹ Assessable Annual Costs are maintenance costs minus the amount determined to relate to general benefit that are not assessable.

Since the assessment rate has traditionally been presented as an Assessment Rate per DUE, it is important to convert these Assessment Rates per Benefit Unit into the simpler Assessment Rate per DUE, for comparative purposes. For any parcel within the District, that calculation is as follows:

Assessment Rate per Aesthetic Benefit Unit	x	Benefit Points Assigned to Parcel	=	Assessment Rate per DUE
--	---	-----------------------------------	---	-------------------------

Assessment Rates per DUE for each Zone—based on the FY 20120/21 budget for the District—can be found in Section 7 of this report.

6.5 Adjustments to Maximum Assessments

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. At each Zone’s formation, balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually

2. The new adjusted maximum assessment for the year represents the prior year’s maximum assessment adjusted by the greater of:
 - (a) 5%, or
 - (b) The annual increase in the Consumer Price Index (CPI).

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2020/21, the increase in CPI is the percentage difference between the CPI of December 2019 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2020/21 CPI increase is 2.45%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be “All urban consumers – San Francisco-Oakland-San Jose, CA” area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

Example	CPI % Increase	5.00% Increase	Max % Increase Without Re-Balloting	Prior Year Max Rate Per DUE	Increase Per DUE	New Max Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer’s report.

Although the maximum assessment will normally increase each year, the actual assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIII D Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established.

7. ESTIMATE OF COSTS

7.1 Budget for Fiscal Year 2020/21

NBS has reviewed the budget and discussed with City staff the improvements and maintenance services provided by the assessment revenue. The costs for Fiscal Year 2020/21 are summarized in the following table:

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$30,442.00
Contingency	3,044.20
Reserve	0.00
<i>Total Landscape</i>	<i>\$33,486.20</i>
2. Street Parkway Trees	
Maintenance	\$1,000.00
Contingency	100.00
<i>Total Street Parkway Trees</i>	<i>\$1,100.00</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	100.00
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
Total Annual Maintenance:	\$35,686.20
General Benefit Contribution ¹:	(\$674.47)
Total Assessable Maintenance:	\$35,011.73
Incidentals:	
1. Consultant Fees	\$14,500.00
2. City Administrative Fees	1,750.59
3. Publication	1,500.00
4. County Collection Fees	338.39
Total Incidentals:	\$18,088.98
Total Assessable Maintenance & Incidentals:	\$53,100.71
Surplus from Previous Fiscal Year:	(\$18,974.45)
BALANCE TO ASSESSMENT:	\$34,126.26

¹ Information about the General Benefit component can be located in Section 5 of this report.

7.2 Assessment Rate Per DUE

Based upon the FY 2020/21 Budget from the previous subsection, and the Method of Assessment for the District, the following table shows the revised FY 2020/21 Maximum Assessment Rate per DUE for each Zone, the FY 2020/21 Actual Assessment Rate per DUE for each Zone, the number of DUE within each Zone, and the Total Annual Assessment for each Zone:

	FY 2020/21 Maximum Assessment/DUE	FY 2020/21 Actual Assessment Rate/DUE	DUE	Total FY 2020/21 Annual Assessment
Zone 1	\$637.81	\$55.08	74.000	\$4,075.92
Zone 2	461.76	55.08	133.000	7,325.64
Zone 3	485.49	18.36	39.000	716.04
Zone 4	553.93	18.36	34.000	624.24
Zone 5	273.05	55.08	223.000	12,282.84
Zone 6	829.49	55.08	80.000	4,406.40
Zone 8	585.60	55.08	17.000	936.36
Zone 9	153.17	18.36	11.000	201.96
Zone 11	185.37	55.08	8.000	440.64
Zone 13	164.23	18.36	93.104	1,709.34
Zone 14	365.05	36.72	16.000	587.52
Zone 15	163.97	18.36	36.268	665.88
Zone 16	66.91	18.36	8.360	153.48
ROUNDING ADJUSTMENT				(\$0.00)
TOTAL ANNUAL ASSESSMENT				\$34,126.26

8. ASSESSMENT DIAGRAMS

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. OCT 16 2003
GARY W. FREEMAN Assessor-Recorder-Co. Clerk
By *Christina Manero* Deputy



ASSESSMENT DIAGRAM, ZONE 1
ALMONDWOOD ESTATES
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING THE NORTH EAST PORTION OF SECTION 13
T.3 N., R. 5 E., M. D. B. & M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 26th
DAY OF August 2003.

Sam J. Blunt
CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16th
DAY OF August 2003.

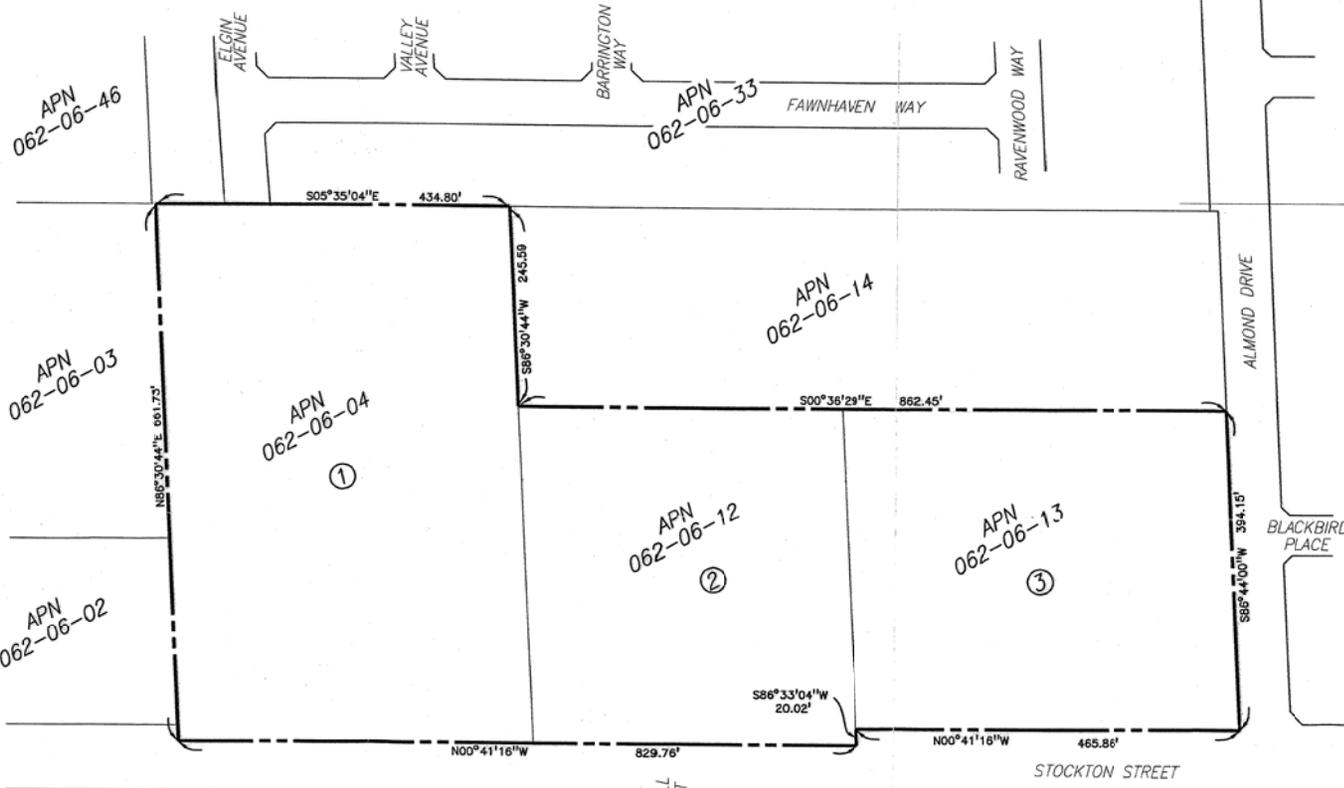
Edith
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 16th DAY OF October 2003 AT THE HOUR
OF 10:00 O'CLOCK A.M. IN BOOK 5 PAGE 1 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Manero
ASSESSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE 15th DAY OF September 2003. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
OF STREETS OF THE CITY OF LODI ON THE 16th DAY OF October 2003.
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

Sam J. Blunt
CITY CLERK OF THE CITY OF LODI



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	4, 12, 13



SHEET 1 OF 1



**THOMPSON-HYSELL
ENGINEERS**
A DIVISION OF THE KEITH COMPANY, INC.
1018 12TH STREET, MODESTO, CA 95354 (209) 521-8988

DOC # 2003-239328

10/16/2003 10:20M Fee:7.00
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOW ON DOCUMENT



NOTES:

- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
- THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
- THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.

LEGEND:

- ① ASSESSMENT DISTRICT BOUNDARY LINE
- ② ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

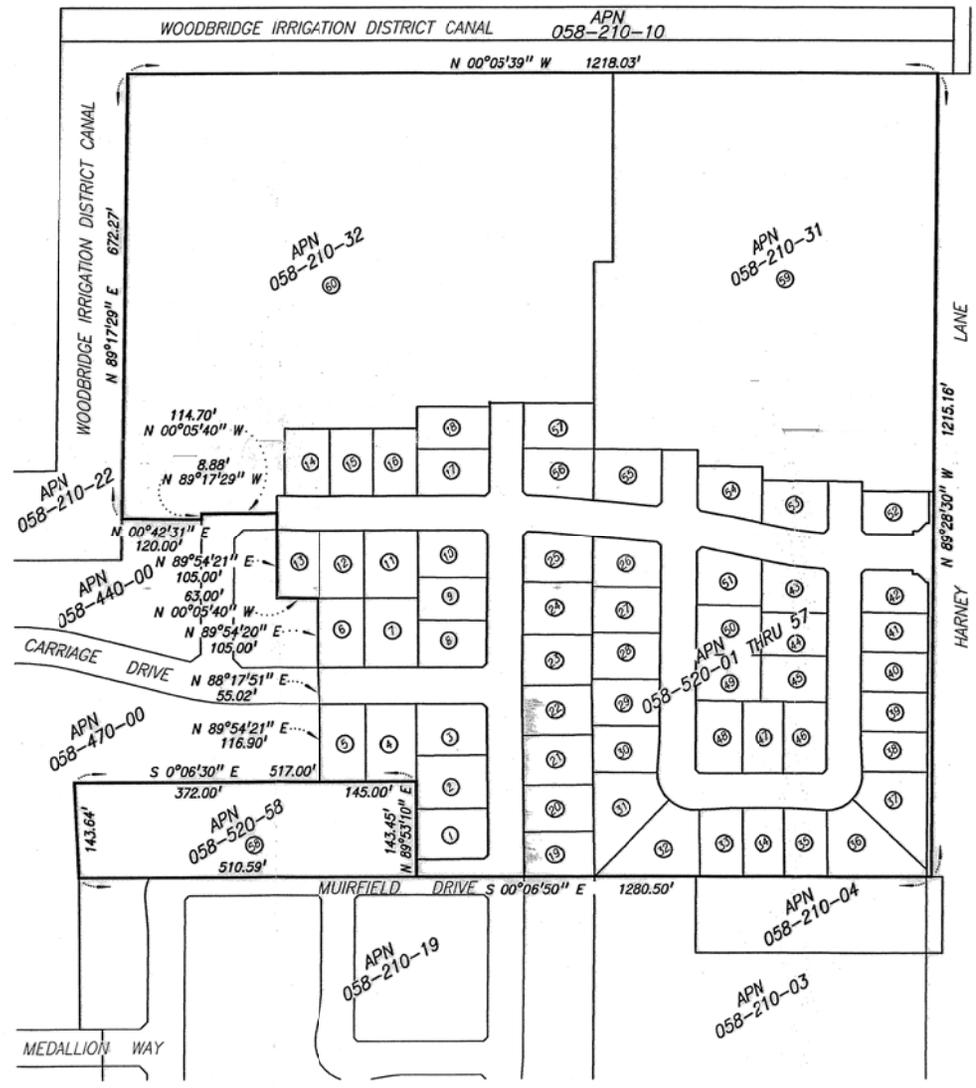
BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County.
 GARY W. FREEMAN Assessor-Recorder-Co. Clerk
 By Chaitime Moreno Deputy
 JAN 22 2004



**ASSESSMENT DIAGRAM
 CENTURY MEADOWS ONE, ZONE 2
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st
 DAY OF January 2004.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21st
 DAY OF January 2004.

Richard C. ...
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 22 DAY OF JANUARY, 2004 AT THE HOUR
 OF 3:00 O'CLOCK P.M. IN BOOK 5, PAGE 12 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Chaitime Moreno
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA



AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 21 DAY OF JANUARY, 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY ON THE 21 DAY OF JANUARY, 2004.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

DOC # 2004-013613
 01/22/2004 03:20P Fee:7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY W. FREEMAN
 Assessor-Recorder-City Clerk
 Paid by SIGNER ON DOCUMENT



Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE KISTEN COMPANIES, INC.
 1519 12TH STREET, MODESTO, CA 95354 (209) 521-8288

CITY CLERK
CITY OF LODI

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. DEC - 9 2003
GARY W. FREEMAN Assessor-Recorder-Co. Clerk
By Christina Moreno Deputy



**PROPOSED AMENDED BOUNDARIES
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12TH STREET MODESTO, CALIFORNIA
NOVEMBER, 2004

DOC # 2003-281218

12/09/2003 09:47A Fee:7.00
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SIGNER ON DOCUMENT



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 3 DAY
OF December, 2004.

Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 9 DAY OF December, 2004, AT THE HOUR
OF 11 O'CLOCK A.M. IN BOOK 1 PAGE 9 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

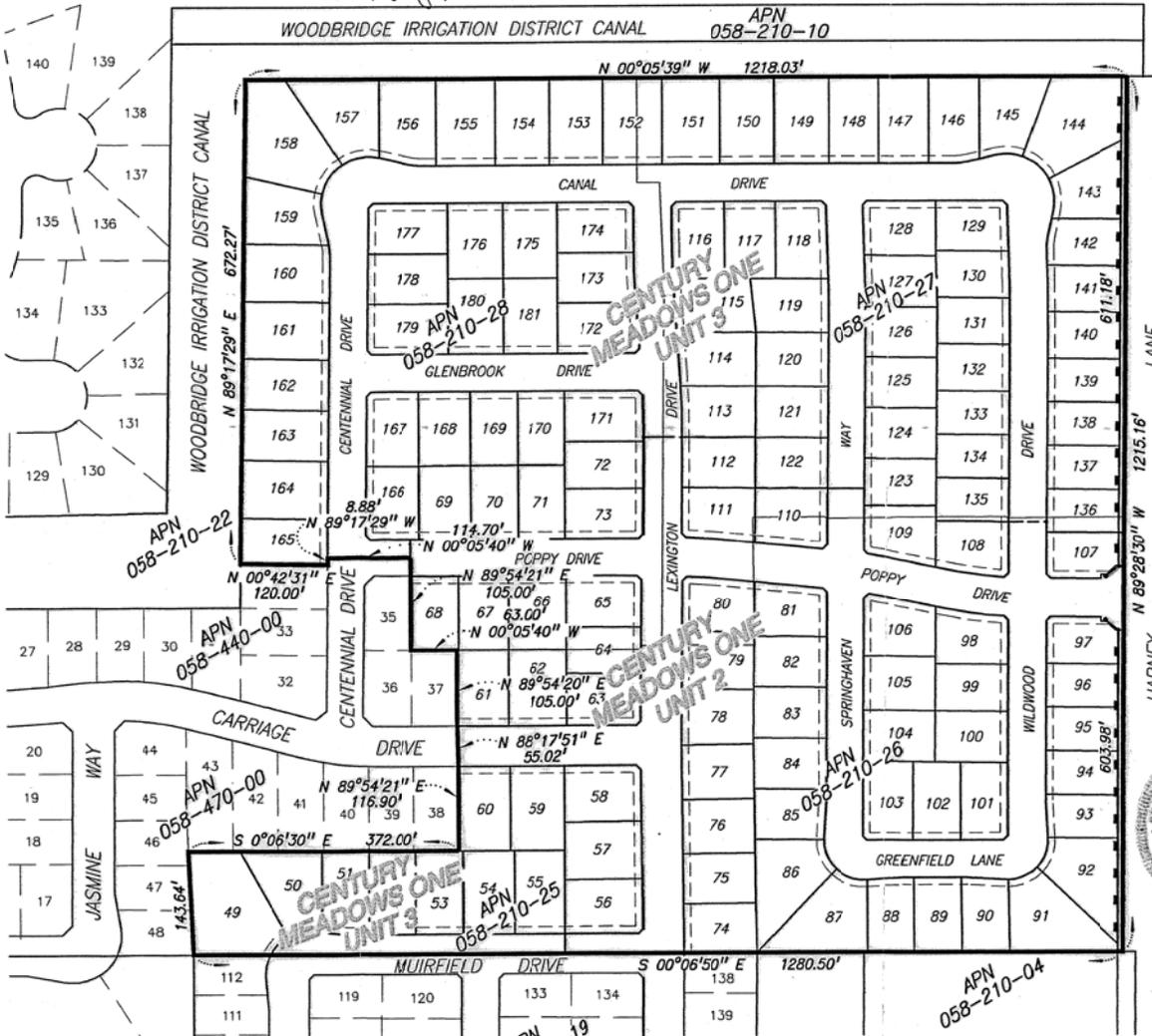
I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES
OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO.
2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED
BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING
THEREOF, HELD ON THE 3 DAY OF December, 2004, BY
ITS RESOLUTION NO. 2003-227

Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS,
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

LEGEND:

————— OVERALL DISTRICT BOUNDARY LINE



PROPOSED AMENDED BOUNDARIES
(MILLSBRIDGE II, ZONE 3 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
OF MARCH, 2004.



Susan J. Blachut
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 19 DAY OF March 2004 AT THE HOUR
OF 8:20 O'CLOCK A.M. IN BOOK 5, PAGE 10 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

GARY W. FREEMAN by *Christina Moreno*
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

Susan J. Blachut
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-056433

03/19/2004 02:28P Fee: 7.00

Page 1 of 1

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

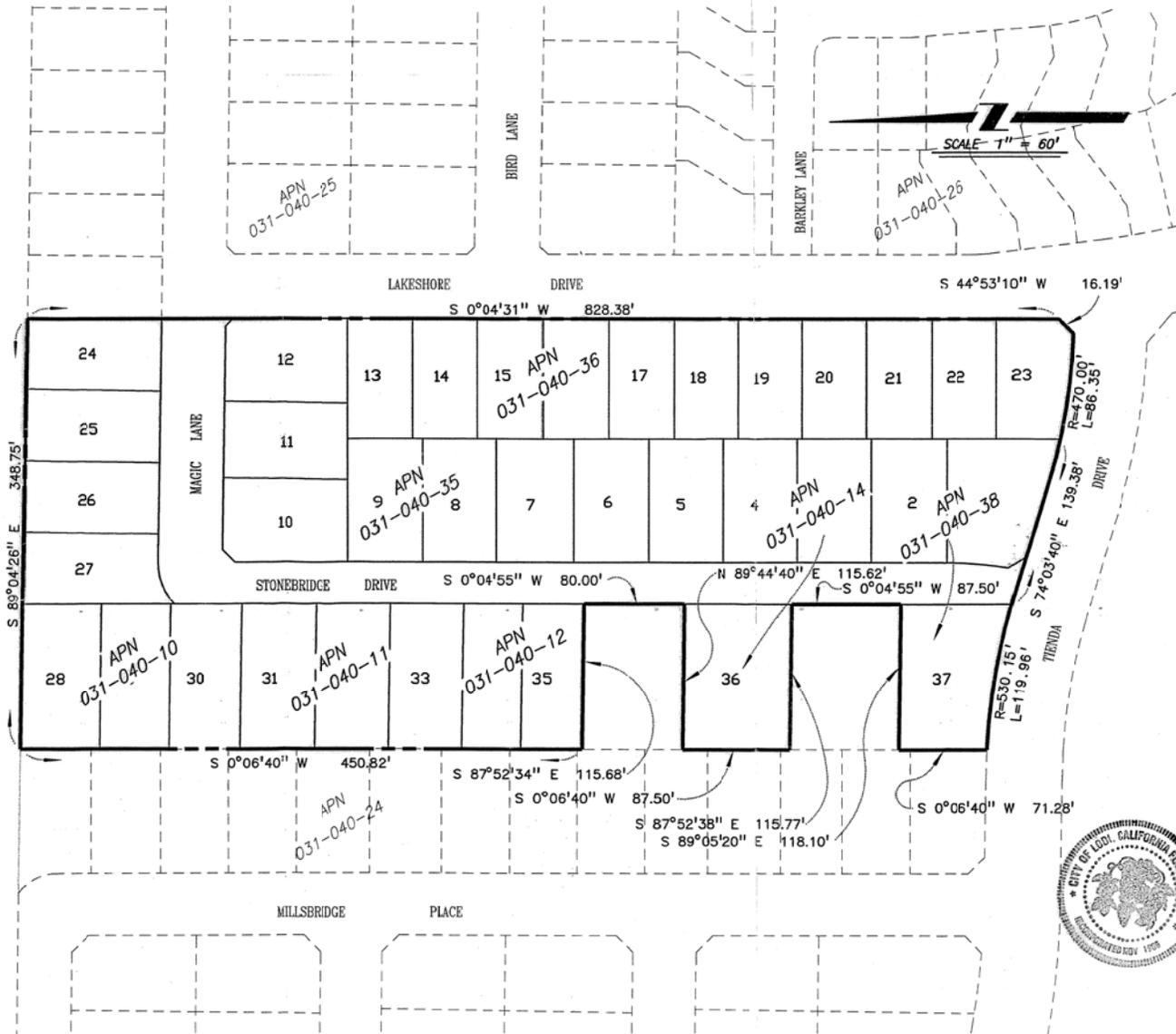
Filed by SHWIN ON DOCUMENT



LEGEND:

OVERALL DISTRICT BOUNDARY LINE

WOODBRIDGE IRRIGATION DISTRICT CANAL



When embossed, and printed in purple ink, this is certified to
be a true copy of records of San Joaquin County

PROPOSED AMENDED BOUNDARIES
 (ALMOND NORTH, ZONE 4 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA
 MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17TH DAY
 OF MARCH, 2004.

Sharon B. Blacht
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March, 2004 AT THE HOUR
 OF 2:30 O'CLOCK P.M. IN BOOK 5, PAGE 50 OF
 MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary U. Freeman by Christine Moreno
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

Sharon B. Blacht
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
 SAN JOAQUIN, STATE OF CALIFORNIA.

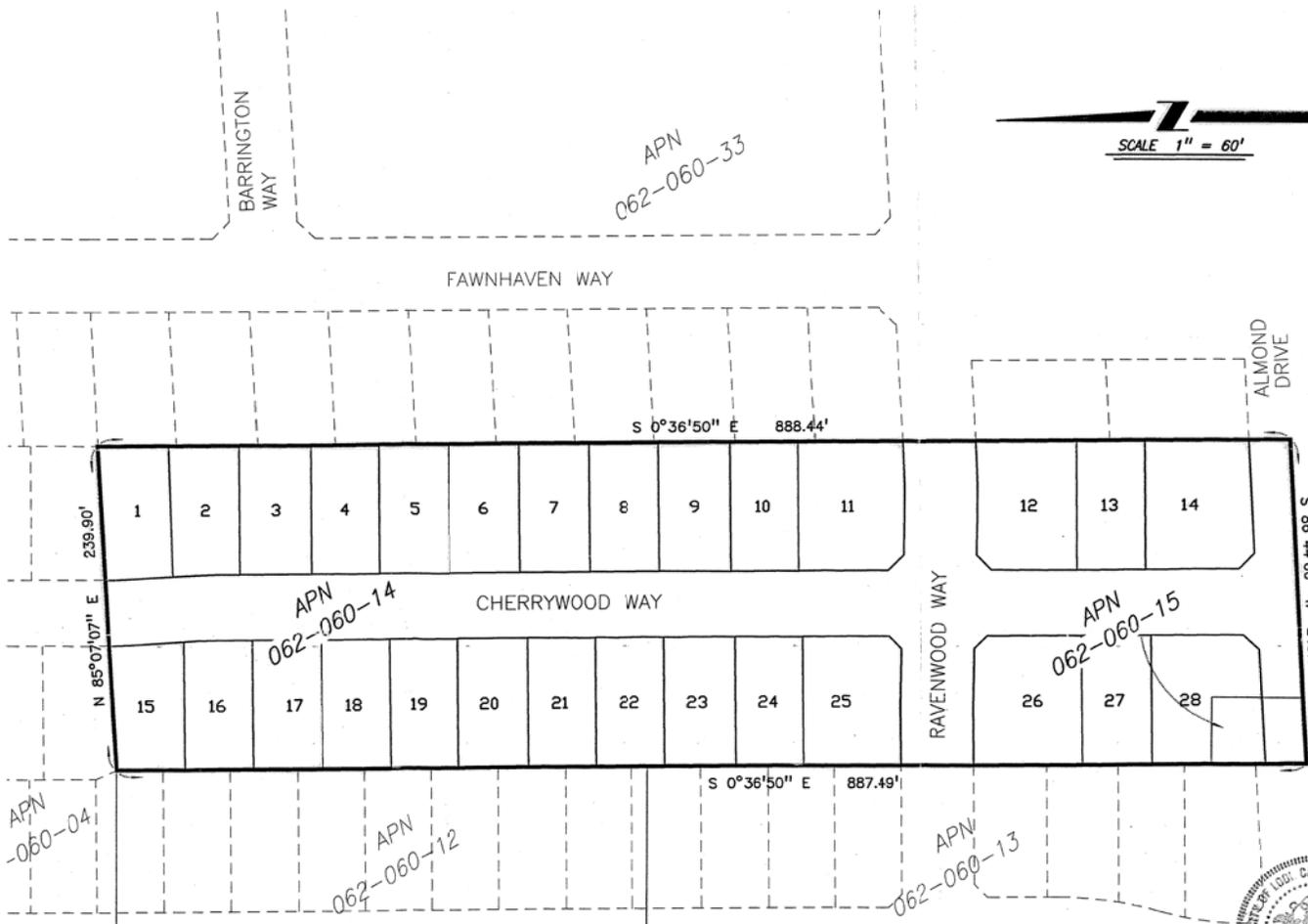
DOC # 2004-056434

03/19/2004 02:28p Fee:7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY U. FREEMAN
 Assessor-Recorder-County Clerk
 Paid by SHOUN ON DOCUMENT



LEGEND:

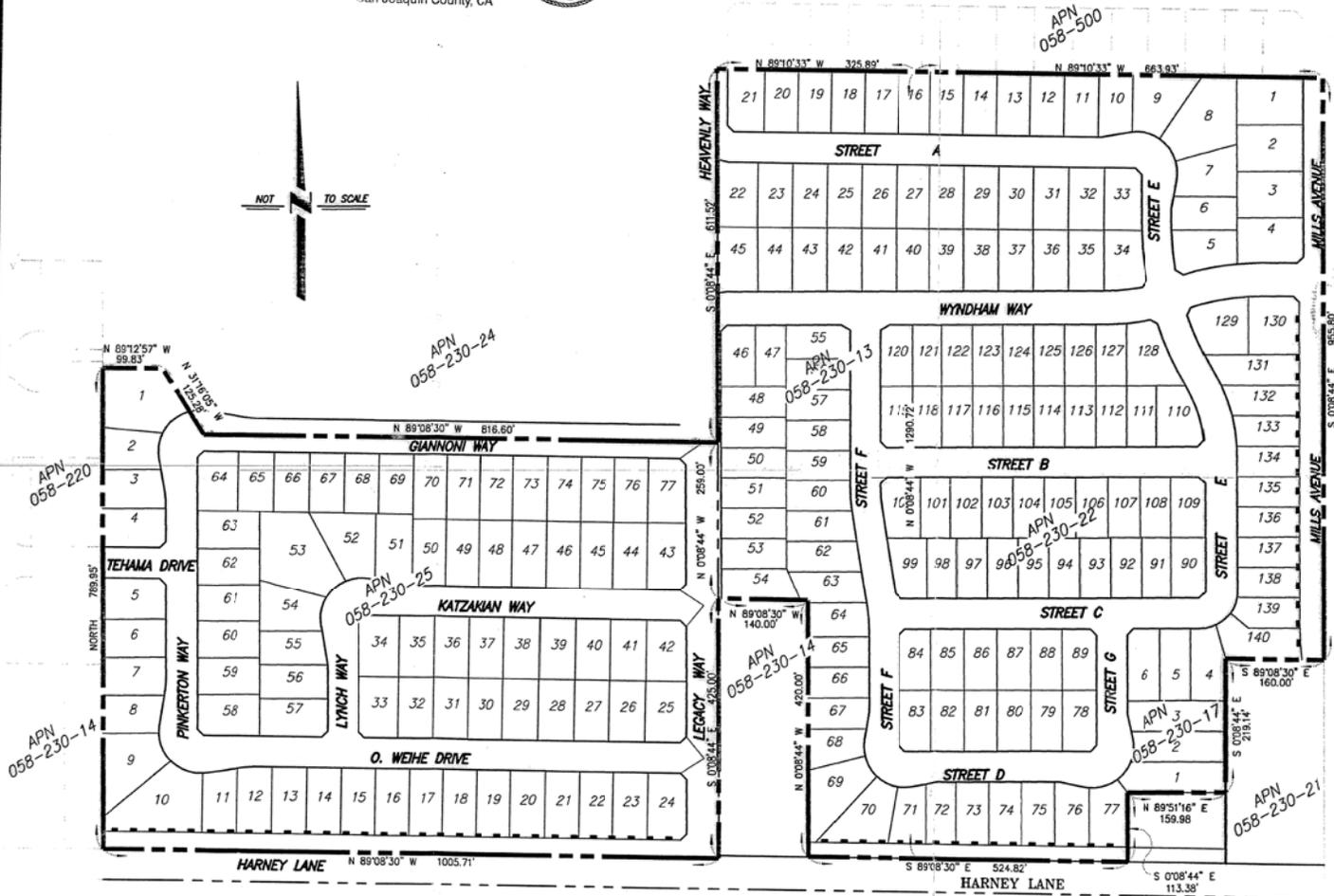
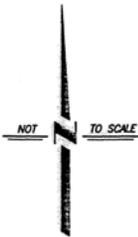
OVERALL DISTRICT BOUNDARY LINE



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

Gary W. Freeman
JUL 14 2004

GARY FREEMAN
Assessor-Recorder-Cc Clerk
San Joaquin County, CA



DOC # 2004-155561
07/14/2004 12:01P Fee:7.00
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by INDIVIDUAL OR DOCUMENT



LEGEND:
----- OVERALL DISTRICT BOUNDARY LINE

**PROPOSED AMENDED BOUNDARIES
(LEGACY ESTATES 1&II AND KIRST ESTATES,
ZONE 5 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 15, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY
OF JULY 2004.

Susan X. Black
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR
OF 12:00 P.M. IN BOOK 8 PAGE 216 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

Gary W. Freeman by Christy Monera
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

Susan X. Black
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

PROPOSED AMENDED BOUNDARIES
 (THE VILLAS, ZONE 6 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
 1016 12th STREET MODESTO, CALIFORNIA
 JUNE, 2004

NOT TO SCALE

PROJECT SUMMARY

THE VILLAS 80 duet's

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 7 DAY
 OF July, 2004.

RECORDED THIS 14 DAY OF July, 2004 AT THE HOUR
 OF 12:00 O'CLOCK P.M. IN BOOK 2-3 PAGE 27 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by *Gary W. Freeman*
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

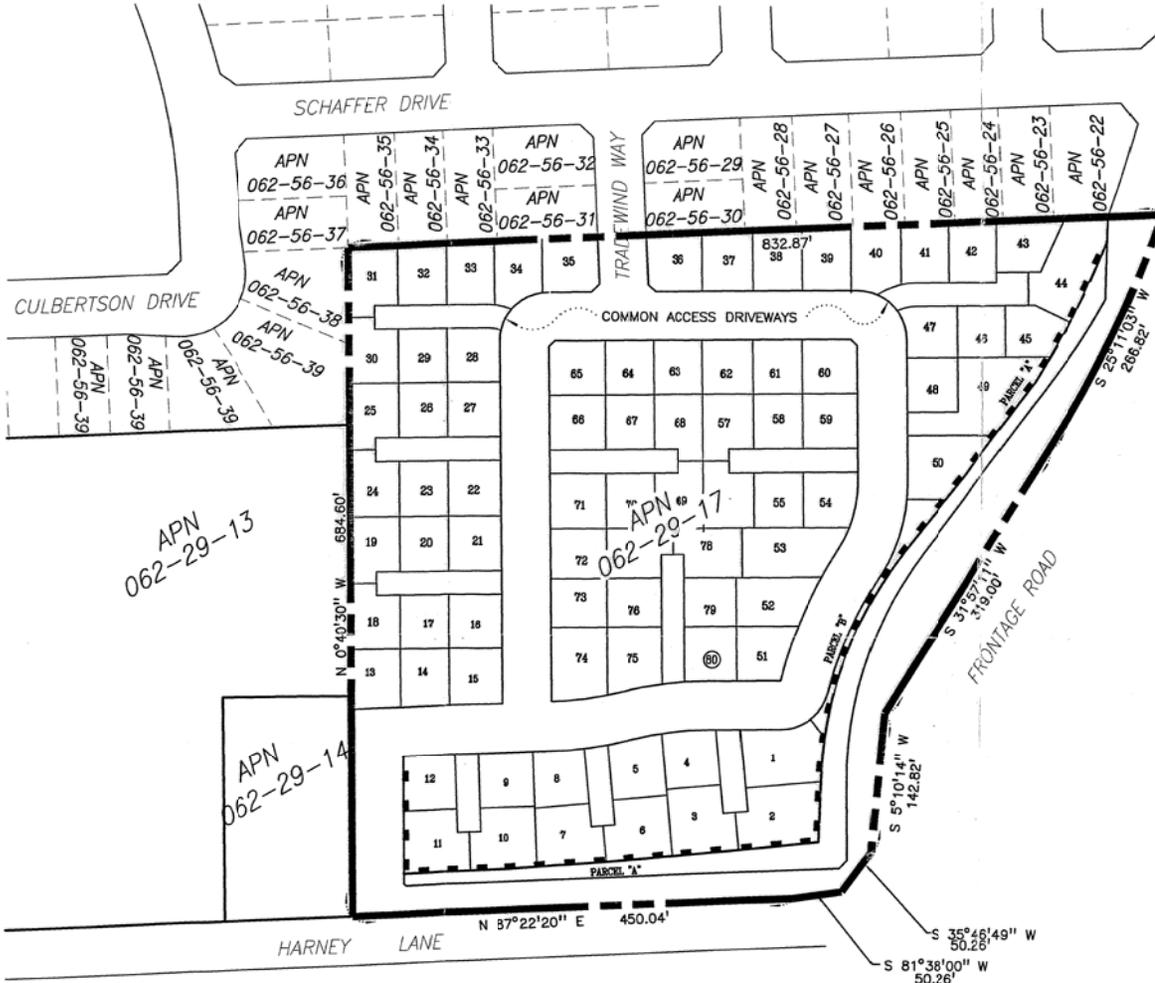
Steve J. Bladt
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
 SAN JOAQUIN, STATE OF CALIFORNIA.

LEGEND:

--- OVERALL DISTRICT BOUNDARY LINE

SHEET 1 OF 1



APN
 058-13

I hereby certify that this is a true copy of
 the record consisting of 1 pages if the
 seal of this office is impressed in purple ink.

Gary W. Freeman
 JUL 14 2004

GARY FREEMAN
 Assessor-Recorder-Co Clerk
 San Joaquin County, CA



DOC # 2004-155562

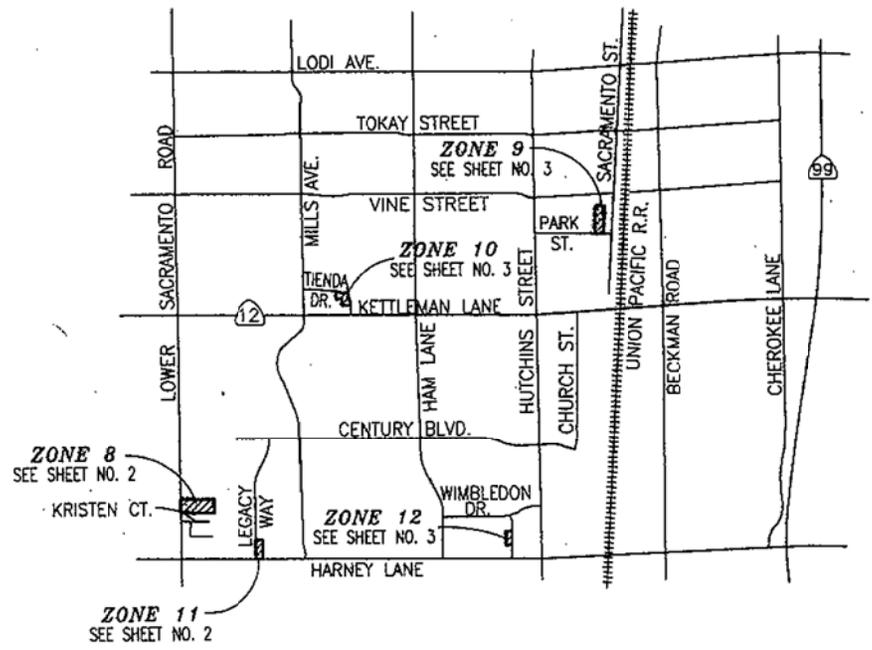
07/14/2004 12:01P Fee: 7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 Gary W. Freeman
 Assessor-Recorder-County Clerk
 Paid by INDIVIDUAL, ON DOCUMENT



507

5-78

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15
 DAY OF November, 2005

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF OCTOBER, 2005, BY ITS RESOLUTION NO. 2005-216

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6th 2005, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 29 DAY OF NOV, 2005, AT THE HOUR OF 10:50 O'CLOCK A.M., IN BOOK 5 AT PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

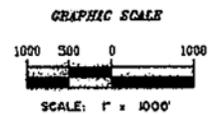
Mary W. Sherman by Patricia Cameron
 DEPUTY
 COUNTY RECORDER
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

———— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

DOC # 2005-297277
 11/29/2005 10:58 AM
 Page 1 of 2
 Recorded in Official Records
 County of San Joaquin
 Cary U. FREDSON
 Recorder-Recorder-County Clerk
 Paid by check on document



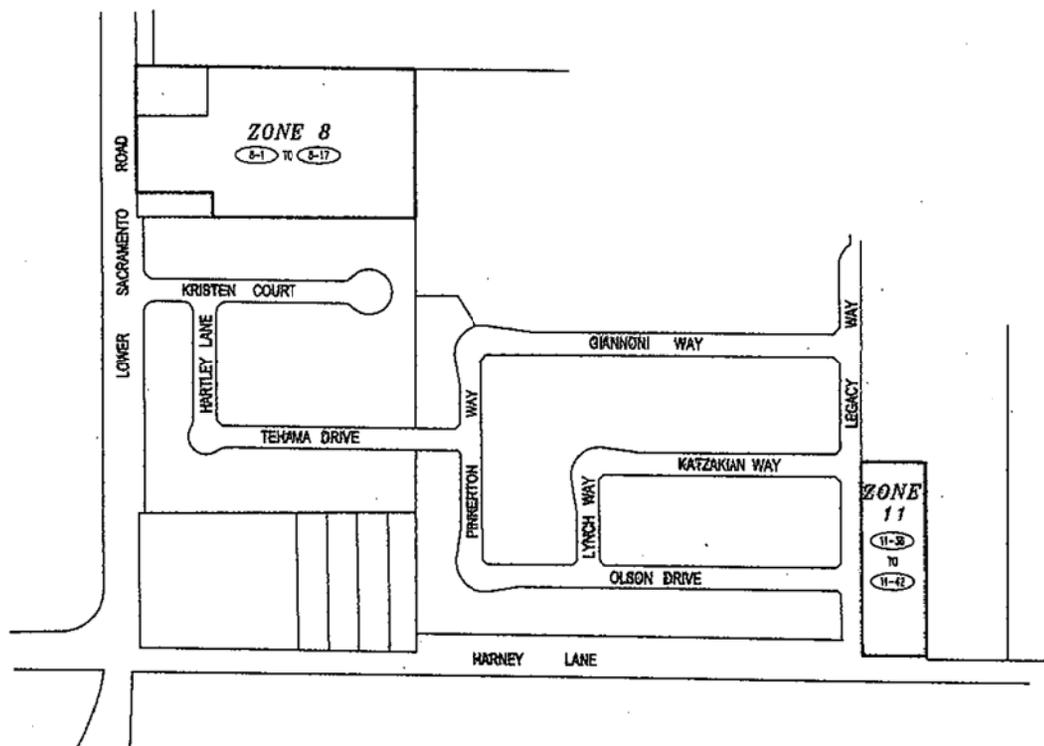
N | B | S

32505 Highway 79 South, Suite 100
 Temecula, CA 92592
 Local Government Solutions

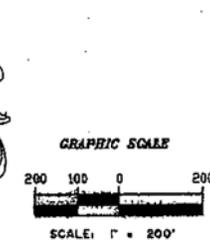
5-78

5-78A

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID		
Zone	Assessment Number	APN
8	8-1	POR OF 058-230-03
8	8-2	POR OF 058-230-03
8	8-3	POR OF 058-230-03
8	8-4	POR OF 058-230-03
8	8-5	POR OF 058-230-03
8	8-6	POR OF 058-230-03
8	8-7	POR OF 058-230-03
8	8-8	POR OF 058-230-03
8	8-9	POR OF 058-230-03
8	8-10	POR OF 058-230-03
8	8-11	POR OF 058-230-03
8	8-12	POR OF 058-230-03
8	8-13	POR OF 058-230-03
8	8-14	POR OF 058-230-03
8	8-15	POR OF 058-230-03
8	8-16	POR OF 058-230-03
8	8-17	POR OF 058-230-03
11	11-38	POR OF 058-230-14
11	11-39	POR OF 058-230-14
11	11-40	POR OF 058-230-14
11	11-41	POR OF 058-230-14
11	11-42	POR OF 058-230-14



N | B | S

32605 Highway 79 South, Suite 100
 Fremont, CA 92592

Local Government Solutions

- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

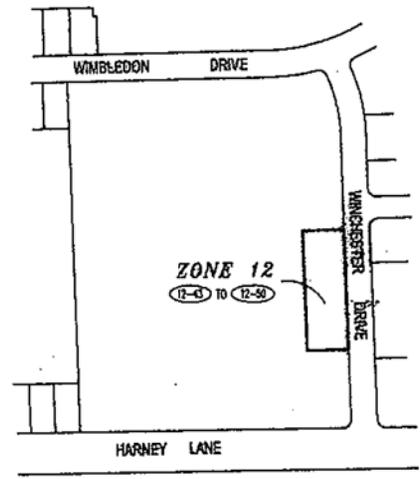
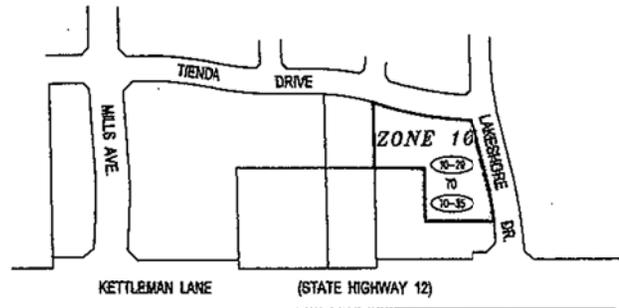
5-78A

AMENDED ASSESSMENT DIAGRAM

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

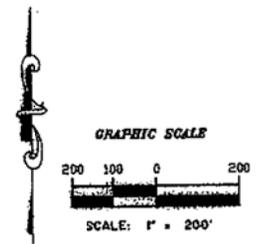
ZONES 8-12

CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID

Zona	Assessment Number	APN
9	9-16	FOR OF 043-250-07
9	9-19	FOR OF 043-250-07
9	9-20	FOR OF 043-250-07
9	9-21	FOR OF 043-250-07
9	9-22	FOR OF 043-250-07
9	9-23	FOR OF 043-250-07
9	9-24	FOR OF 043-250-07
9	9-25	FOR OF 043-250-07
9	9-28	FOR OF 043-250-07
9	9-29	FOR OF 043-250-07
9	9-30	FOR OF 043-250-07
9	9-31	FOR OF 043-250-07
10	10-29	FOR OF 043-250-07
10	10-30	FOR OF 043-250-07
10	10-31	FOR OF 043-250-07
10	10-32	FOR OF 043-250-07
10	10-33	FOR OF 043-250-07
10	10-34	FOR OF 043-250-07
10	10-35	FOR OF 043-250-07
12	12-40	FOR OF 043-250-07
12	12-41	FOR OF 043-250-07
12	12-42	FOR OF 043-250-07
12	12-43	FOR OF 043-250-07
12	12-44	FOR OF 043-250-07
12	12-45	FOR OF 043-250-07
12	12-46	FOR OF 043-250-07
12	12-47	FOR OF 043-250-07
12	12-48	FOR OF 043-250-07
12	12-49	FOR OF 043-250-07
12	12-50	FOR OF 043-250-07



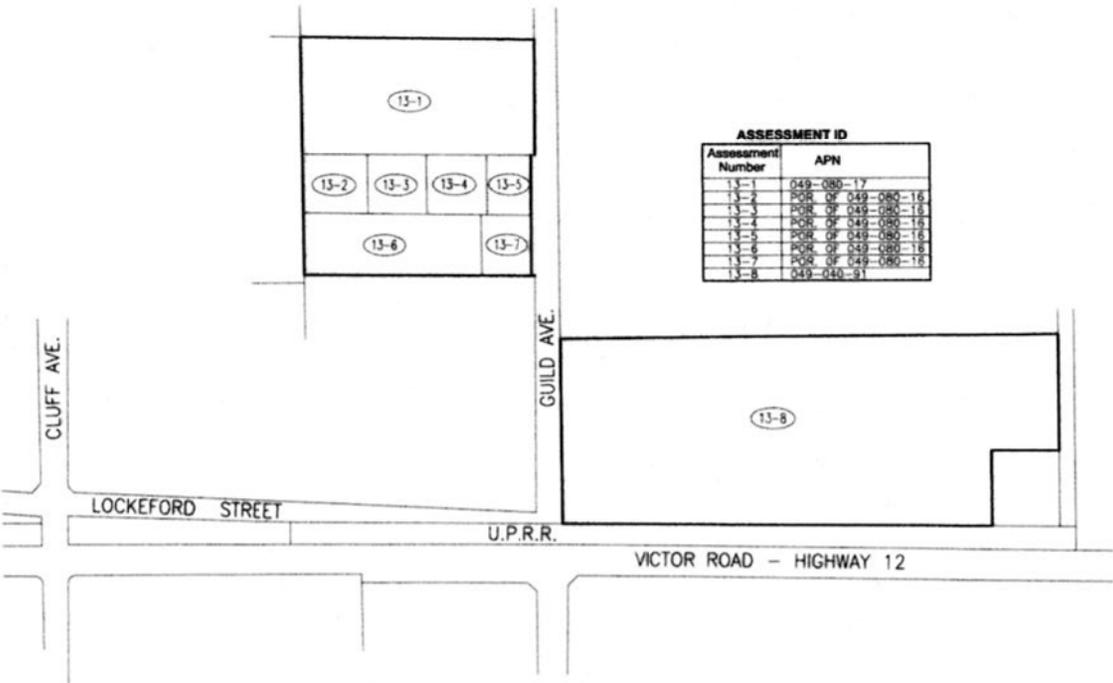
- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

NBS
32805 Highway 79 South, Suite 100
Temecula, CA 92592
Local Government Solutions

5-161

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONE 13 - GUILD AVENUE INDUSTRIAL

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



Assessment Number	APN
13-1	049-080-17
13-2	POR. OF 049-080-16
13-3	POR. OF 049-080-16
13-4	POR. OF 049-080-16
13-5	POR. OF 049-080-16
13-6	049-040-91
13-7	049-040-91
13-8	049-040-91

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st DAY OF February, 2007.

Carolina Torres, Deputy
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 4th DAY OF April, 2007, BY ITS RESOLUTION NO. 8027-03.

Carolina Torres, Deputy
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 2 DAY OF MAY, 2007, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

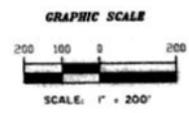
Gary W. Freeman by Chavotina Moreno
DEPUTY
COUNTY RECORDER
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

Doc # 2007-084388
1/2/07 1:41 PM
Page 1 of 1 Fee \$7.00
Gary W. Freeman
San Joaquin County Recorder
Paid By: LHMUN ON DOCUMENT



LEGEND
— ANNEXATION BOUNDARY
— PARCEL LINES
13-6 ASSESSMENT NUMBER



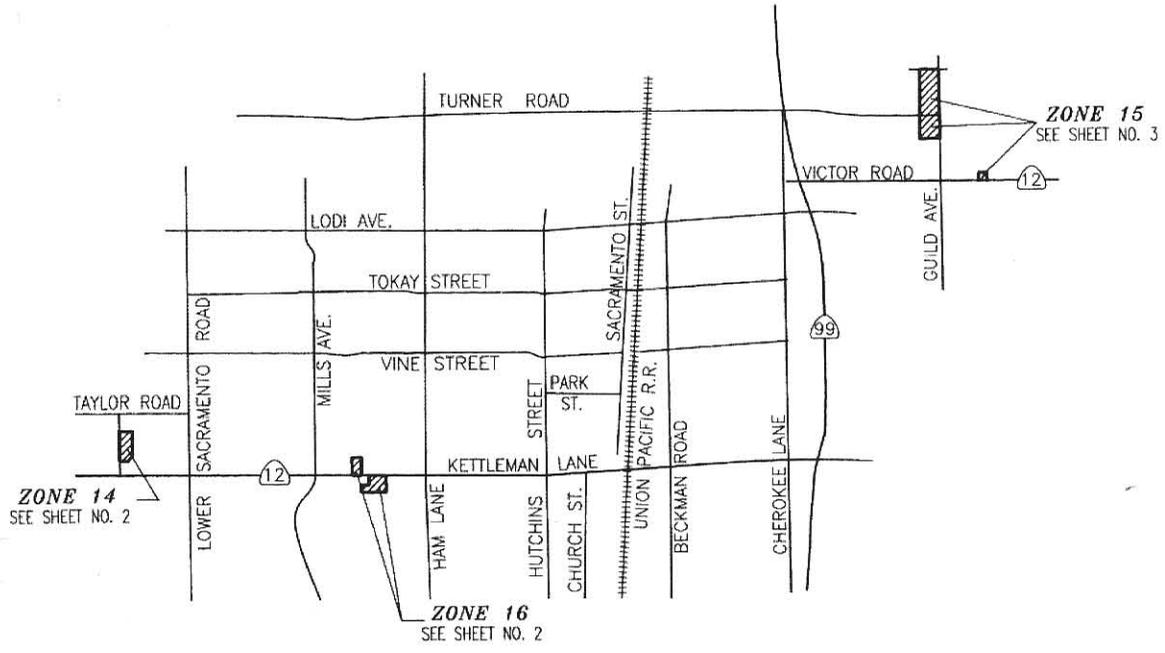
NBS

32605 Highway 79 South, Suite 100
Tulare, CA 92392

Local Government Solutions

5-161

ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16
CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21ST DAY OF May, 2008.

[Signature]
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 21ST DAY OF May, 2008, BY ITS RESOLUTION NO. 4008-93.

[Signature]
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13TH DAY OF JUNE, 2008, AT THE HOUR OF 9:37 O'CLOCK A.M. IN BOOK 5 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Jeanette A. Davis
 DEPUTY
 COUNTY RECORDER
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

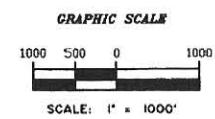
———— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

NBS

32605 Temecula Parkway, Suite 100
 Temecula, CA 92592

Local Government Solutions

Doc #: 2008-097806
 Fri Jun 13 09:37:40 PDT 2008 9:37 AM
 Page: 1 of 3 Fee: \$14.00
 Gary U. Freeman
 San Joaquin County Recorder
 Paid By: Submit on Document

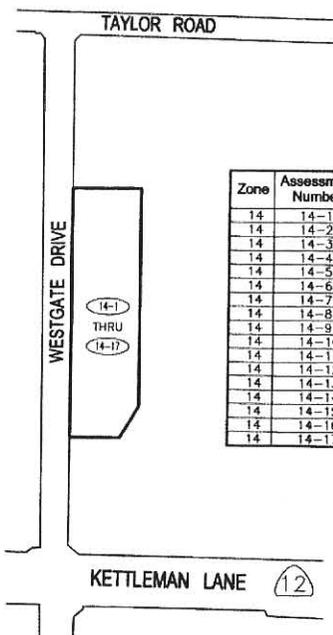


ASSESSMENT DIAGRAM

LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1

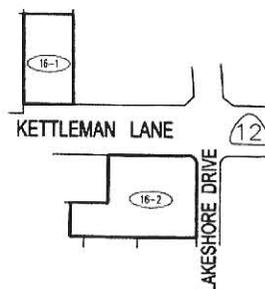
ZONES 14, 15 & 16

CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ZONE 14
 LUCA PLACE

Zone	Assessment Number	APN
14	14-1	027-420-09
14	14-2	027-420-09
14	14-3	027-420-09
14	14-4	027-420-09
14	14-5	027-420-09
14	14-6	027-420-09
14	14-7	027-420-09
14	14-8	027-420-09
14	14-9	027-420-09
14	14-10	027-420-09
14	14-11	027-420-09
14	14-12	027-420-09
14	14-13	027-420-09
14	14-14	027-420-09
14	14-15	027-420-09
14	14-16	027-420-09
14	14-17	027-420-09

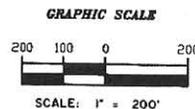


ZONE 16
 WEST KETTLEMAN LANE COMMERCIAL

ASSESSMENT ID		
Zone	Assessment Number	APN
16	16-1	031-330-10
16	16-2	058-160-86

N | B | S

32605 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions

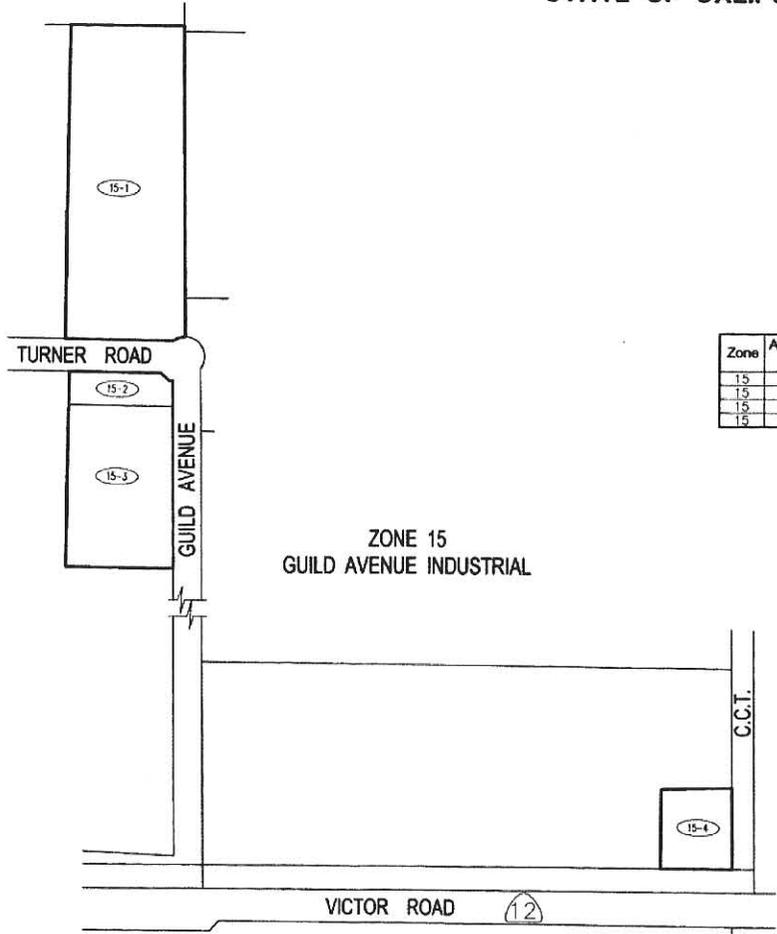


LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- PARCEL LINES
- ASSESSMENT NUMBER

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

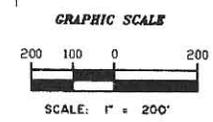
CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID

Zone	Assessment Number	APN
15	15-1	049-330-04
15	15-2	049-330-10
15	15-3	049-330-11
15	15-4	049-340-38

ZONE 15
GUILD AVENUE INDUSTRIAL



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - (15-1) ASSESSMENT NUMBER

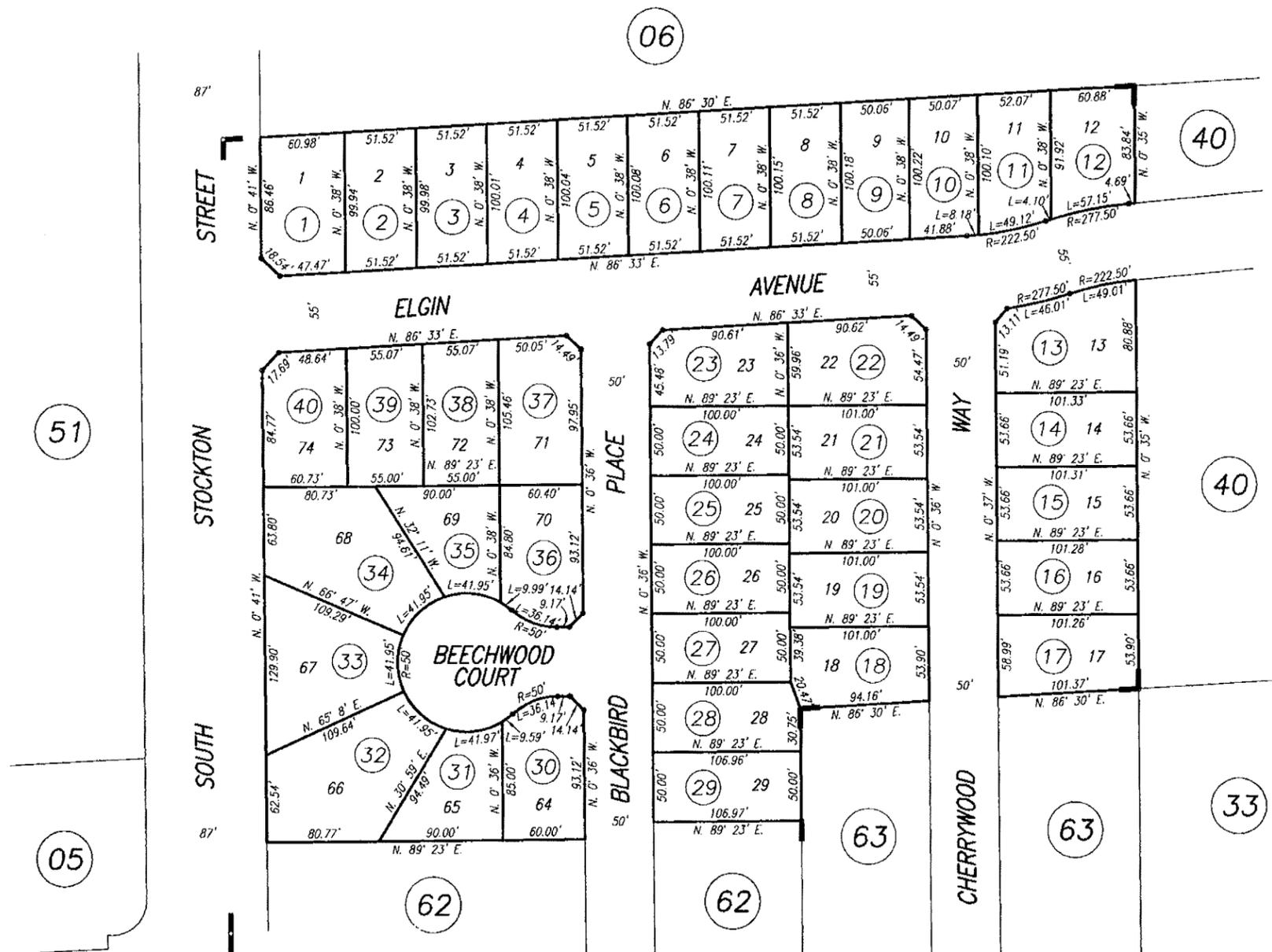
NBS
 32805 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions

POR. ALMONDWOOD ESTATES

THIS MAP IS FOR ASSESSMENT USE ONLY

062-61

Zone 1



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
04-05	40		

CITY OF LODI
 Assessor's Map Bk.062 Pg.61
 County of San Joaquin, Calif.

04-05

NOTE: Assessor's Parcel Numbers Shown in Circles.
 Assessor's Block Numbers Shown in Ellipses.

38-58

TRACT NO. 3273
SUBDIVISIONS OF SAN JOAQUIN COUNTY
ALMONDWOOD ESTATES
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.
SALIDA, CALIFORNIA

DECEMBER, 2002 SHEET 1 OF 4

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, ALL STREET RIGHTS-OF-WAY, THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 88 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP.

KB HOMES NORTH BAY, INC., A CALIFORNIA CORPORATION

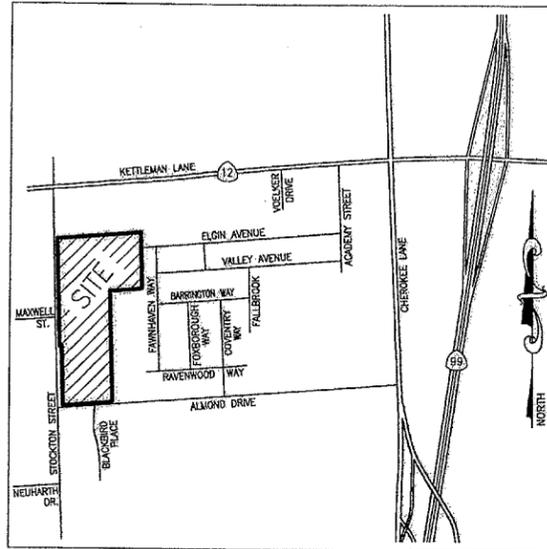
John Barnhart 9-3-03
JOHN BARNHART, VICE-PRESIDENT OF LAND DEVELOPMENT AND FORWARD PLANNING DATE
Michael J Heim 9-3-03
MICHAEL HEIM, VICE-PRESIDENT OF FINANCE DATE

STATE OF CALIFORNIA
COUNTY OF Saline

ON Sept 3, 2003 BEFORE ME, Dianna Stahl NOTARY PUBLIC, PERSONALLY APPEARED John A. Barnhart and Michael J. Heim, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Dianna Stahl
NOTARY PUBLIC IN AND FOR THE ABOVE - MENTIONED STATE AND COUNTY MY COMMISSION EXPIRES: 12-27-05
Comm# 1336572



VICINITY MAP
NO SCALE

COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 5th DAY OF SEPTEMBER, 2003.

Thomas R. Flinn
FOR THOMAS R. FLINN, R.C.E. 23341
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA
REGISTRATION EXPIRATION DATE: 12-31-05



CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 4 DAY OF June, 2003, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOTS 1, 45 THRU 47, 52 THRU 54, 59 THRU 61, 66 THRU 88 AND 74 TO AND FROM STOCKTON STREET AND LOTS 43 THRU 45 TO AND FROM ALMOND DRIVE ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY AND THE VARIABLE-WIDTH WIDENINGS OF RIGHT-OF-WAY ALONG STOCKTON STREET AND ALMOND DRIVE SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 17 DAY OF September, 2003.

Susan J. Blackston
SUSAN J. BLACKSTON, CITY CLERK
AND CLERK OF THE CITY COUNCIL
OF THE CITY OF LODI, CALIFORNIA



PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3273, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ALMONDWOOD ESTATES" CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 16th DAY OF SEPTEMBER, 2003.

Richard C. Prima, Jr.
RICHARD C. PRIMA, JR., R.C.E. 28183
PUBLIC WORKS DIRECTOR
REGISTRATION EXPIRATION DATE: 03-31-08



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALLEN H. LIU ON MARCH 1, 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 4th DAY OF September, 2003.

David E. Kraettli
DAVID E. KRAETTIL, L.S. 6008
LICENSE EXPIRATION DATE: 3-31-05



RECORDER'S STATEMENT:

FILED THIS 18 DAY OF September, 2003 AT 2:22 P. M. IN

BOOK 38 OF MAPS AND PLATS, AT PAGE 58, AT THE REQUEST OF DAVID EVANS AND ASSOCIATES, INC.

FEE: \$ 116.00

Gary W. Freeman BY: Christina Molero
GARY W. FREEMAN, R.C.E. 28183
ASSASSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA
ASSISTANT / DEPUTY RECORDER

DOC # 2003-214953
09/18/2003 02:22P Fee:16.00
Page 1 of 4
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

38-58 002S001-1

TRACT NO. 3273
SUBDIVISIONS OF SAN JOAQUIN COUNTY
ALMONDWOOD ESTATES
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

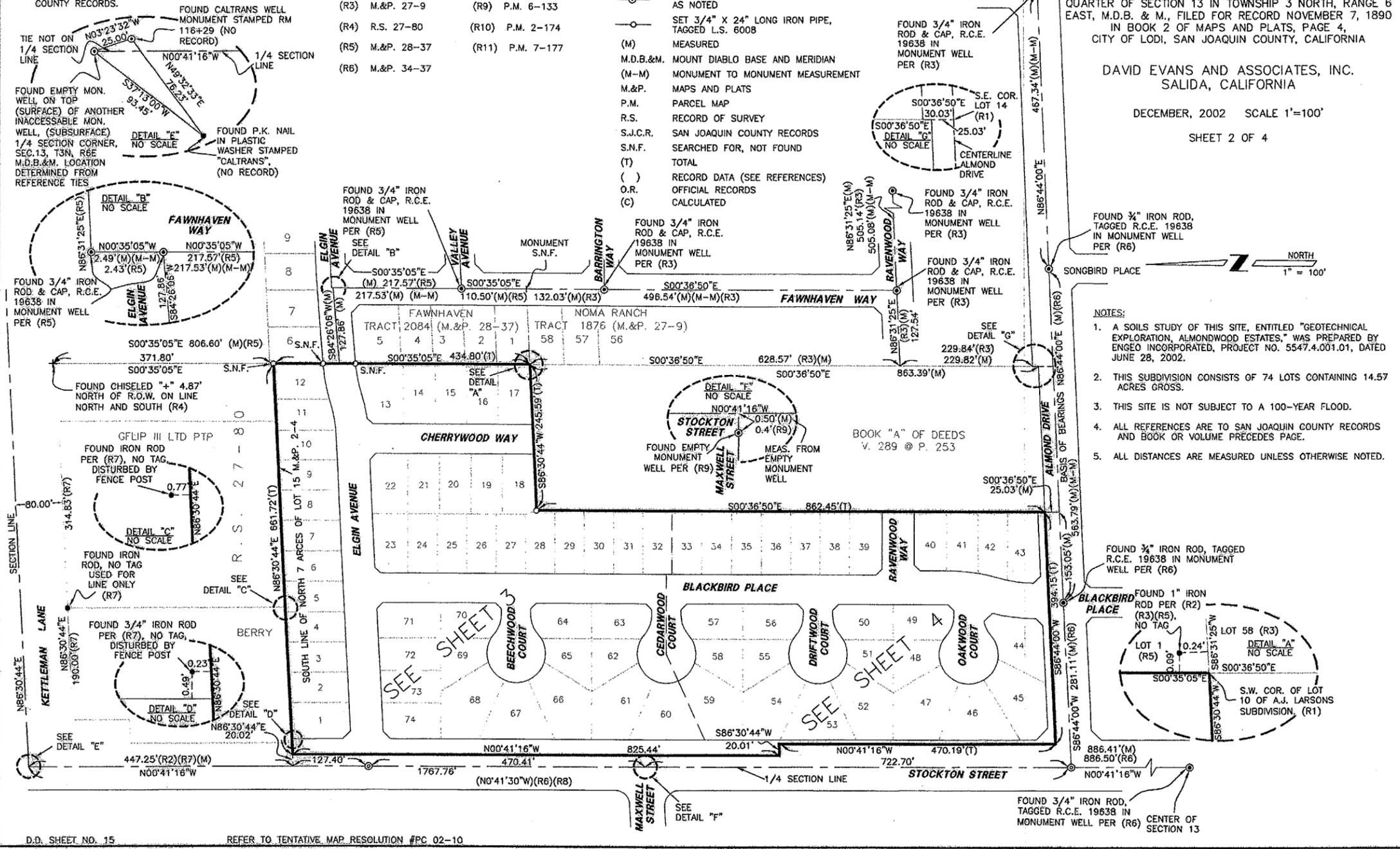
DAVID EVANS AND ASSOCIATES, INC.
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=100'
SHEET 2 OF 4

BASIS OF BEARINGS:
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN
AS NORTH 86°44'00" EAST PER "COLVIN RANCH"
SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK
34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN
COUNTY RECORDS.

- REFERENCES:**
- (R1) M.&P. 2-4
 - (R2) R.S. 7-65
 - (R3) M.&P. 27-9
 - (R4) R.S. 27-80
 - (R5) M.&P. 28-37
 - (R6) M.&P. 34-37
 - (R7) R.S. 21-33
 - (R8) M.&P. 27-40
 - (R9) P.M. 6-133
 - (R10) P.M. 2-174
 - (R11) P.M. 7-177

- LEGEND:**
- ⊙ SET 2 1/2" BRASS DISK, STAMPED L.S. 6008, IN MONUMENT WELL AS NOTED
 - FOUND MONUMENT IN MONUMENT WELL AS NOTED
 - SET 3/4" X 24" LONG IRON PIPE, TAGGED L.S. 6008
 - (M) MEASURED
 - M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
 - (M-M) MONUMENT TO MONUMENT MEASUREMENT
 - M.&P. MAPS AND PLATS
 - P.M. PARCEL MAP
 - R.S. RECORD OF SURVEY
 - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
 - S.N.F. SEARCHED FOR, NOT FOUND
 - (T) TOTAL
 - () RECORD DATA (SEE REFERENCES)
 - O.R. OFFICIAL RECORDS
 - (C) CALCULATED



- NOTES:**
1. A SOILS STUDY OF THIS SITE, ENTITLED "GEOTECHNICAL EXPLORATION, ALMONDWOOD ESTATES," WAS PREPARED BY ENGEQ INCORPORATED, PROJECT NO. 5547.4.001.01, DATED JUNE 28, 2002.
 2. THIS SUBDIVISION CONSISTS OF 74 LOTS CONTAINING 14.57 ACRES GROSS.
 3. THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
 4. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
 5. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.



38-58 B

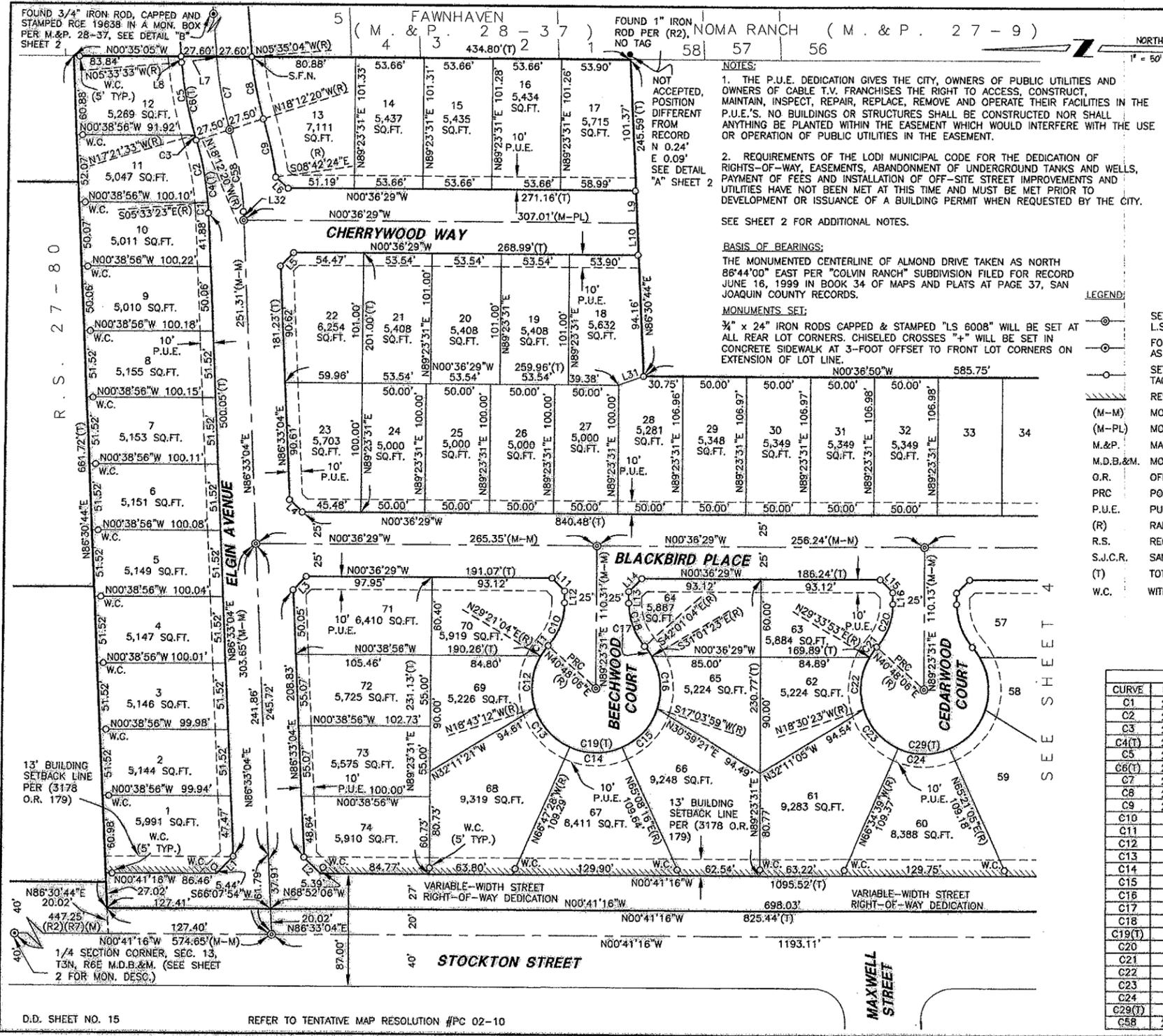
TRACT NO. 3273 SUBDIVISIONS OF SAN JOAQUIN COUNTY ALMONDWOOD ESTATES

BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE
6 EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7,
1890 IN BOOK 2 OF MAPS AND PLATS, PAGE 4,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 3 OF 4



NOTES:

1. THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.

SEE SHEET 2 FOR ADDITIONAL NOTES.

BASIS OF BEARINGS:
THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN AS NORTH 88°44'00" EAST PER "COLVIN RANCH" SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN COUNTY RECORDS.

MONUMENTS SET:
3/4" x 24" IRON RODS CAPPED & STAMPED "LS 6008" WILL BE SET AT ALL REAR LOT CORNERS. CHISELED CROSSES "+" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

LEGEND:

- SET 2 1/2" BRASS DISK, STAMPED L.S.6008, IN STANDARD MONUMENT WELL
- FOUND MONUMENT IN MONUMENT WELL AS NOTED
- SET 3/4" x 30" LONG IRON PIPE, TAGGED L.S. 6008
- /// RESTRICTED PUBLIC ACCESS
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- M.&P. MAPS AND PLATS
- M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
- O.R. OFFICIAL RECORDS
- PRC POINT OF REVERSE CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- R.S. RECORD OF SURVEY
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- (T) TOTAL
- W.C. WITNESS CORNER

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°02'56"W	18.54'
L2	S42°57'04"W	17.69'
L3	N47°01'42"W	14.49'
L4	S42°58'18"W	13.79'
L5	N47°01'42"W	14.49'
L6	S40°20'33"W	13.11'
L7	N84°26'27"E	2.29'
L8	N84°26'27"E	4.69'
L9	N86°30'44"E	25.03'
L10	N86°30'44"E	25.03'
L11	N44°23'31"E	14.14'
L12	N89°23'31"E	9.17'
L13	N89°23'31"E	9.17'
L14	S45°36'29"E	14.14'
L15	N44°23'31"E	14.14'
L16	N89°23'31"E	8.99'
L31	S20°29'01"E	20.47'
L32	N86°33'04"E	6.90'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	222.50'	2°06'27"	8.18'	N85°29'51"E	8.18'
C2	222.50'	12°38'57"	49.12'	N78°07'09"E	49.02'
C3	277.50'	0°50'47"	4.10'	S72°13'03"W	4.10'
C4(T)	222.50'	14°45'24"	57.30'	N79°10'22"E	57.15'
C5	277.50'	11°48'00"	57.15'	S78°32'27"W	57.05'
C6(T)	277.50'	12°38'47"	61.25'	N78°16'13"E	62.63'
C7	250.00'	12°38'47"	55.18'	S78°07'03"W	55.07'
C8	222.50'	12°37'16"	49.01'	S78°08'18"W	48.91'
C9	277.50'	9°29'56"	46.01'	N78°32'38"E	45.95'
C10	50.00'	41°24'35"	36.14'	S69°54'12"E	35.36'
C11	50.00'	11°27'02"	9.99'	N54°55'25"W	9.98'
C12	50.00'	48°04'16"	41.95'	N84°41'04"W	40.73'
C13	50.00'	48°04'16"	41.95'	S47°14'40"W	40.73'
C14	50.00'	48°04'16"	41.95'	S00°49'36"E	40.73'
C15	50.00'	48°04'17"	41.95'	S48°53'52"E	40.73'
C16	50.00'	48°05'22"	41.97'	N83°01'18"E	40.75'
C17	50.00'	10°59'41"	9.59'	N53°28'47"E	9.58'
C18	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C19(T)	50.00'	262°49'10"	229.35'	S00°36'29"E	75.00'
C20	50.00'	41°24'35"	36.14'	S69°54'12"E	35.36'
C21	50.00'	11°14'13"	9.81'	N54°49'01"W	9.79'
C22	50.00'	48°04'16"	41.95'	N84°28'16"W	40.73'
C23	50.00'	48°04'16"	41.95'	S47°27'29"W	40.73'
C24	50.00'	48°04'16"	41.95'	S00°36'47"E	40.73'
C29(T)	50.00'	262°49'10"	229.36'	S00°36'29"E	75.00'
C58	250.00'	14°45'24"	64.39'	N79°10'22"E	64.21'

D.D. SHEET NO. 15

REFER TO TENTATIVE MAP RESOLUTION #PC 02-10



38-58 B
02S001-3

38-58C

TRACT NO. 3273
SUBDIVISIONS OF SAN JOAQUIN COUNTY
ALMONDWOOD ESTATES
BEING LOT 15 AND A PORTION OF LOT 14, AS SHOWN ON
MAP OF A.J. LARSON'S SUBDIVISION OF THE NORTHEAST
QUARTER OF SECTION 13 IN TOWNSHIP 3 NORTH, RANGE 6
EAST, M.D.B. & M., FILED FOR RECORD NOVEMBER 7, 1890
IN BOOK 2 OF MAPS AND PLATS, PAGE 4,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DAVID EVANS AND ASSOCIATES, INC.
SALIDA, CALIFORNIA

DECEMBER, 2002 SCALE 1"=50'

SHEET 4 OF 4

NOTES:

1. THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.

2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.

SEE SHEET 2 FOR ADDITIONAL NOTES.

BASIS OF BEARINGS:

THE MONUMENTED CENTERLINE OF ALMOND DRIVE TAKEN AS NORTH 88°44'00" EAST PER "COLVIN RANCH" SUBDIVISION FILED FOR RECORD JUNE 16, 1999 IN BOOK 34 OF MAPS AND PLATS AT PAGE 37, SAN JOAQUIN COUNTY RECORDS.

MONUMENTS SET:

3/4" x 24" IRON RODS CAPPED & STAMPED "LS 6008" WILL BE SET AT ALL REAR LOT CORNERS. CHISELED CROSSES "+" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

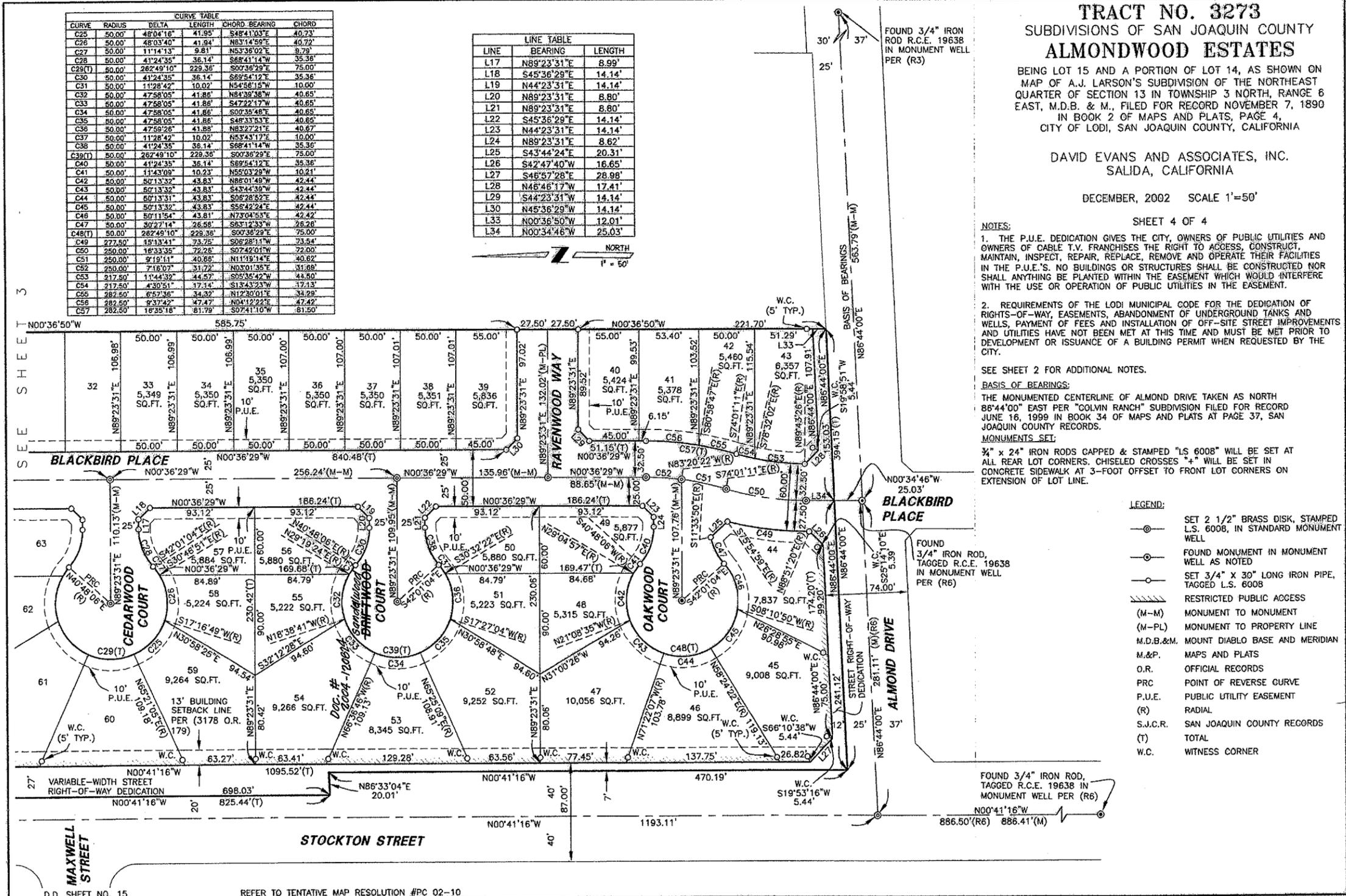
LEGEND:

- ⊙ SET 2 1/2" BRASS DISK, STAMPED L.S. 6008, IN STANDARD MONUMENT WELL
- ⊙ FOUND MONUMENT IN MONUMENT WELL AS NOTED
- ⊙ SET 3/4" x 30" LONG IRON PIPE, TAGGED L.S. 6008
- ▨ RESTRICTED PUBLIC ACCESS
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- M.D.B.&M. MOUNT DIABLO BASE AND MERIDIAN
- M.&P. MAPS AND PLATS
- O.R. OFFICIAL RECORDS
- PRC POINT OF REVERSE CURVE
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- (T) TOTAL
- W.C. WITNESS CORNER

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C25	50.00'	48°04'16"	41.95'	S48°41'03"E	40.23'
C26	50.00'	48°03'40"	41.94'	N83°14'59"E	40.72'
C27	50.00'	11°14'13"	9.81'	N53°36'02"E	9.79'
C28	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C29(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C30	50.00'	41°24'35"	36.14'	S68°41'12"E	35.36'
C31	50.00'	11°28'42"	10.02'	N54°58'15"W	10.00'
C32	50.00'	47°58'05"	41.86'	N84°36'38"W	40.65'
C33	50.00'	47°58'05"	41.86'	S47°22'17"W	40.65'
C34	50.00'	47°58'05"	41.86'	S03°35'48"E	40.65'
C35	50.00'	47°58'05"	41.86'	S48°33'53"E	40.65'
C36	50.00'	47°58'26"	41.88'	N83°27'21"E	40.67'
C37	50.00'	11°28'42"	10.02'	N53°43'17"E	10.00'
C38	50.00'	41°24'35"	36.14'	S68°41'14"W	35.36'
C38(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C40	50.00'	41°24'35"	36.14'	S68°41'12"E	35.36'
C41	50.00'	11°43'08"	10.23'	N55°03'29"W	10.21'
C42	50.00'	50°13'32"	43.83'	N85°01'49"W	42.44'
C43	50.00'	50°13'32"	43.83'	S43°44'39"W	42.44'
C44	50.00'	50°13'31"	43.83'	S05°28'52"E	42.44'
C45	50.00'	50°13'32"	43.83'	S56°42'24"E	42.44'
C46	50.00'	50°11'54"	43.81'	N73°04'53"E	42.42'
C47	50.00'	50°27'14"	46.58'	S63°12'53"W	46.26'
C48(T)	50.00'	262°49'10"	229.36'	S03°36'29"E	75.00'
C49	277.60'	15°13'41"	73.75'	S02°28'11"W	73.54'
C50	250.00'	16°33'35"	79.26'	S07°42'01"W	72.00'
C51	250.00'	9°18'11"	40.68'	N11°59'14"E	40.62'
C52	250.00'	7°18'07"	31.72'	N03°01'35"E	31.68'
C53	217.50'	11°44'32"	44.57'	S05°35'42"W	44.50'
C54	217.50'	4°30'51"	17.14'	S13°43'23"W	17.13'
C55	282.50'	6°57'36"	34.32'	N12°30'01"E	34.29'
C56	282.50'	9°37'42"	47.47'	N04°12'22"E	47.42'
C57	282.50'	16°55'16"	81.79'	S07°41'10"W	81.50'

LINE	BEARING	LENGTH
L17	N89°23'31"E	8.99'
L18	S45°36'29"E	14.14'
L19	N44°23'31"E	14.14'
L20	N89°23'31"E	8.80'
L21	N89°23'31"E	8.80'
L22	S45°36'29"E	14.14'
L23	N44°23'31"E	14.14'
L24	N89°23'31"E	8.62'
L25	S43°44'24"E	20.31'
L26	S42°47'40"W	16.65'
L27	S46°57'28"E	28.98'
L28	N46°46'17"W	17.41'
L29	S44°23'31"W	14.14'
L30	N45°36'29"E	14.14'
L33	N00°36'50"W	12.01'
L34	N00°34'46"W	25.03'

NORTH
1" = 50'



D.D. SHEET NO. 15

REFER TO TENTATIVE MAP RESOLUTION #PC 02-10



38-58C02S0014

INTERLAKE SQUARE

THIS MAP IS FOR
ASSESSMENT USE ONLY

045-34

Zone 9



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
07-08	12		

CITY OF LODI
Assessor's Map Bk.045 Pg.34
County of San Joaquin, Calif.

R. M. Bk. 40 Pg. 089

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

07-08

OWNERS' STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS AND THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS ALL AS SHOWN ON THIS FINAL MAP.

CLUFF LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

DATED THIS 7th DAY OF November, 2005.

Richard Hanson
RICHARD HANSON - MANAGING PARTNER

STOCKTON AUXILIARY CORPORATION, TRUSTEE

DATED THIS 14th DAY OF November, 2005.

Henry Claussen, Vice President
HENRY CLAUSSEN - PRESIDENT *Vice President*

LAFAYETTE CAPITAL GROUP, INC., TRUSTEE

DATED THIS 11th DAY OF November, 2005.

Steven L. Ruegg
STEVEN L. RUEGG - PRESIDENT

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON 11-11-05, BEFORE ME, IVAN L. SUESS, NOTARY PUBLIC, PERSONALLY APPEARED RICHARD HANSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Ivan L. Sueess
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: 4 APR 07

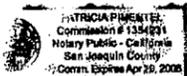
ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON November 14th 2005 BEFORE ME, Patricia Remotel, NOTARY PUBLIC, PERSONALLY APPEARED HENRY CLAUSSEN, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Patricia Remotel
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: April 27th 2006

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLUFF, LLC ON DECEMBER 15, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 14th DAY OF November, 2005.

Eugene L. Vocu
EUGENE L. VOCU, L.S. 4479
LICENSE EXPIRATION DATE: 03/31/06

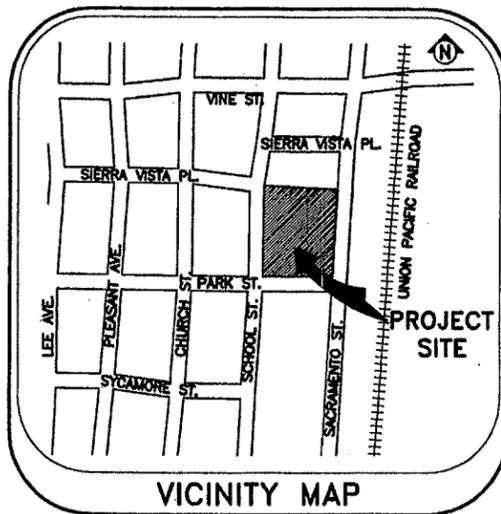


**TRACT NO. 3532
SUBDIVISIONS OF SAN JOAQUIN COUNTY
INTERLAKE SQUARE**

BEING A PORTION OF LOT 1 OF A.J. LARSON'S SUBDIVISION IN THE
SOUTHWEST 1/4 OF SECTION 12, T. 3N., R. 6 E., M.D.B. & M.,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:

CONTI & ASSOCIATES, INC.
CIVIL CONSULTING ENGINEER
STOCKTON, CALIFORNIA MAY, 2005



ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN *Contra Costa*

ON November 11, 2005, BEFORE ME, Amy S. Price, NOTARY PUBLIC, PERSONALLY APPEARED STEVEN L. RUEGG, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

Amy S. Price
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY



MY COMMISSION EXPIRES: 2/27/08

REFER TO TENTATIVE SUBDIVISION MAP APPLICATION 05-S-003
D.D. SHEET: 15B

PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7th DAY OF August, 2005.

Richard C. Prima
RICHARD C. PRIMA, JR., R.C.E. 28183
PUBLIC WORKS DIRECTOR
REGISTRATION EXPIRATION DATE: 3-31-08



CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 2nd DAY OF August, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE 12.20' x 12.20' CORNER CUTOFF ALONG SCHOOL AND PARK STREETS SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID CORNER CUTOFF IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 7th DAY OF August, 2005.

Susan J. Blackston, Interim
SUSAN J. BLACKSTON, CITY CLERK
AND CLERK OF THE CITY COUNCIL



COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3532, SUBDIVISIONS OF SAN JOAQUIN COUNTY, INTERLAKE SQUARE", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 22nd DAY OF NOVEMBER, 2005.

Jeff D. Lund
THOMAS R. FLINN, R.C.E. 23341
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 12-31-05



RECORDER'S STATEMENT:

FILED THIS 11 DAY OF AUGUST, 2005, AT 247 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 39, AT THE REQUEST OF RICHARD HANSON.

FEE: \$ 13.00

Gary W. Freeman BY Patricia Remotel
GARY W. FREEMAN ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK

DOC # 2006-17236
06/11/2006 02:47P Fee:13.00
Page 1 of 3
Recorded in Official Records
County of San Joaquin
Gary W. Freeman
Assessor-Recorder-County Clerk
Paid by SIGNER ON DOCUMENT



SHEET 1 OF 3

40 - 89

005S003-1

40-89A

TRACT. NO. 3532
SUBDIVISIONS OF SAN JOAQUIN COUNTY
INTERLAKE SQUARE

BEING A PORTION OF LOT 1 OF A.J. LARSON'S
SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,
T. 3N., R. 6 E., M.D.B. & M., CITY OF LODI, SAN
JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:
CONTI & ASSOCIATES, INC.
CIVIL CONSULTING ENGINEER
STOCKTON, CALIFORNIA MAY, 2008
SCALE: 1" = 60'

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS
THE CENTERLINE OF PARK STREET, AS SHOWN
ON RECORD OF SURVEY, VOL. 32, PAGE 63,
S.J.C.R., WHICH BEARS NORTH 87°55'30" EAST.

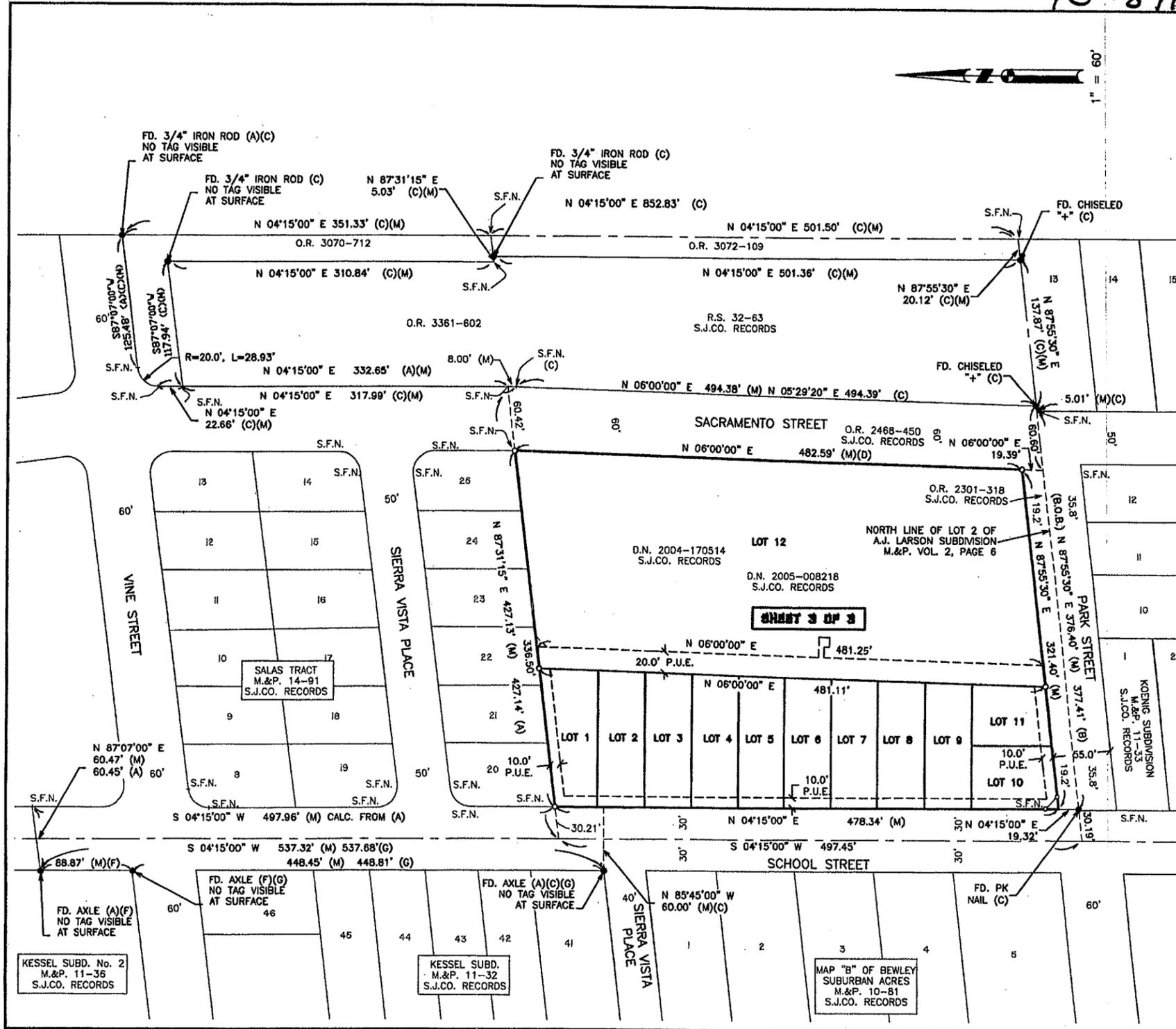
MONUMENTS:
○ SET IRON ROD, 3/4" DIAMETER, 30"
LONG, WITH L.S. TAG NO. 4479
+ FRONT LOT CORNERS: SET A CHISELED
CROSS ON A 4.00' OFFSET ON LOT LINE
PROJECTION FOR LOT CORNERS.
● FOUND MONUMENT AS NOTED

REFERENCES:
(A) M&P 14-91, S.J.C.R.
(B) M&P 11-33, S.J.C.R.
(C) R.S. 32-63, S.J.C.R.
(D) D.N. 2005-008218
(E) M&P 7-6, S.J.C.R.
(F) M&P 11-36, S.J.C.R.
(G) M&P 11-32, S.J.C.R.

LEGEND:
S.J.C.R. SAN JOAQUIN COUNTY RECORDS
R.S. RECORD OF SURVEY, BOOK - PAGE, S.J.C.R.
P.M. PARCEL MAP, BOOK - PAGE, S.J.C.R.
M&P. MAPS & PLATS, VOLUME - PAGE, S.J.C.R.
P.U.E. PUBLIC UTILITY EASEMENT
(M) MEASURED
FD. FOUND
S.F.N. SEARCHED AND FOUND NOTHING
CALC. CALCULATED
D.N. DOCUMENT NUMBER
B.O.B. BASIS OF BEARINGS
S.J.C.O. SAN JOAQUIN COUNTY
I.N. INSTRUMENT NUMBER
O.R. OFFICIAL RECORD

NOTES:
1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT OF WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
3. ALL RECORDS ARE OF SAN JOAQUIN COUNTY RECORDS.
4. REFER TO TENTATIVE MAP NO. 05-S-003.
5. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
6. BUILDING AND STRUCTURES IN CONFORMANCE WITH CURRENT ZONING AND BUILDING ORDINANCES ARE PERMITTED IN THE OVERHEAD PUBLIC UTILITY EASEMENT TO A MAXIMUM HEIGHT OF 23 FEET.

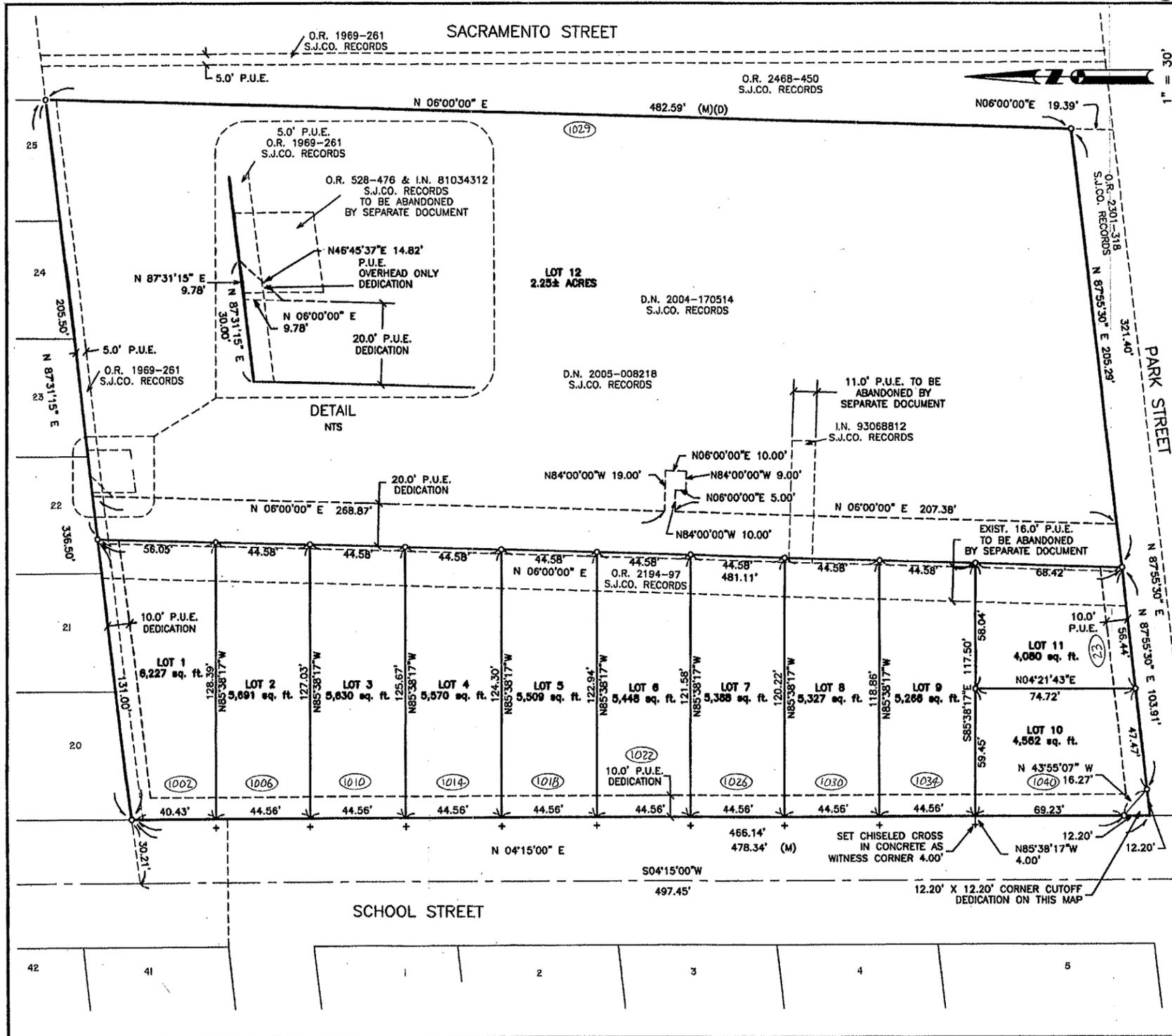
SHEET 2 OF 3



40-89A

005S003-2

70010



TRACT NO. 3532
SUBDIVISIONS OF SAN JOAQUIN COUNTY
INTERLAKE SQUARE

BEING A PORTION OF LOT 1 OF A.J. LARSON'S
 SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 12,
 T. 3N., R. 6 E., M.D.B. & M., CITY OF LODI, SAN
 JOAQUIN COUNTY, STATE OF CALIFORNIA

PREPARED BY:
CONTI & ASSOCIATES, INC.
 CIVIL CONSULTING ENGINEER
 STOCKTON, CALIFORNIA MAY, 2008

SCALE: 1" = 30'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS
 THE CENTERLINE OF PARK STREET, AS SHOWN
 ON RECORD OF SURVEY, VOL. 32, PAGE 63,
 S.J.C.R., WHICH BEARS NORTH 87°55'30" EAST.

MONUMENTS:

- SET IRON ROD, 3/4" DIAMETER, 30" LONG, WITH L.S. TAG NO. 4479
- + FRONT LOT CORNERS: SET A CHISELED CROSS ON A 4.00' OFFSET ON LOT LINE PROJECTION FOR LOT CORNER.
- FOUND MONUMENT AS NOTED

REFERENCES:

- (A) M&P 14-91, S.J.C.R.
- (B) M&P 11-33, S.J.C.R.
- (C) R.S. 32-63, S.J.C.R.
- (D) D.N. 2005-008218
- (E) M&P 2-6, S.J.C.R.

LEGEND:

- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- R.S. RECORD OF SURVEY, BOOK - PAGE, S.J.C.R.
- P.M. PARCEL MAP, BOOK - PAGE, S.J.C.R.
- M&P. MAPS & PLATS, VOLUME - PAGE, S.J.C.R.
- P.U.E. PUBLIC UTILITY EASEMENT
- (M) MEASURED
- (F) FOUND
- S.F.N. SEARCHED AND FOUND NOTHING
- CALC. CALCULATED
- D.N. DOCUMENT NUMBER
- B.O.B. BASIS OF BEARINGS
- S.J.C.O. SAN JOAQUIN COUNTY
- I.N. INSTRUMENT NUMBER
- O.R. OFFICIAL RECORD

NOTES:

1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
2. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT OF WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
3. ALL RECORDS ARE OF SAN JOAQUIN COUNTY RECORDS.
4. REFER TO TENTATIVE MAP NO. 05-S-003.
5. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
6. BUILDING AND STRUCTURES IN CONFORMANCE WITH CURRENT ZONING AND BUILDING ORDINANCES ARE PERMITTED IN THE OVERHEAD PUBLIC UTILITY EASEMENT TO A MAXIMUM HEIGHT OF 23 FEET.

40-89B

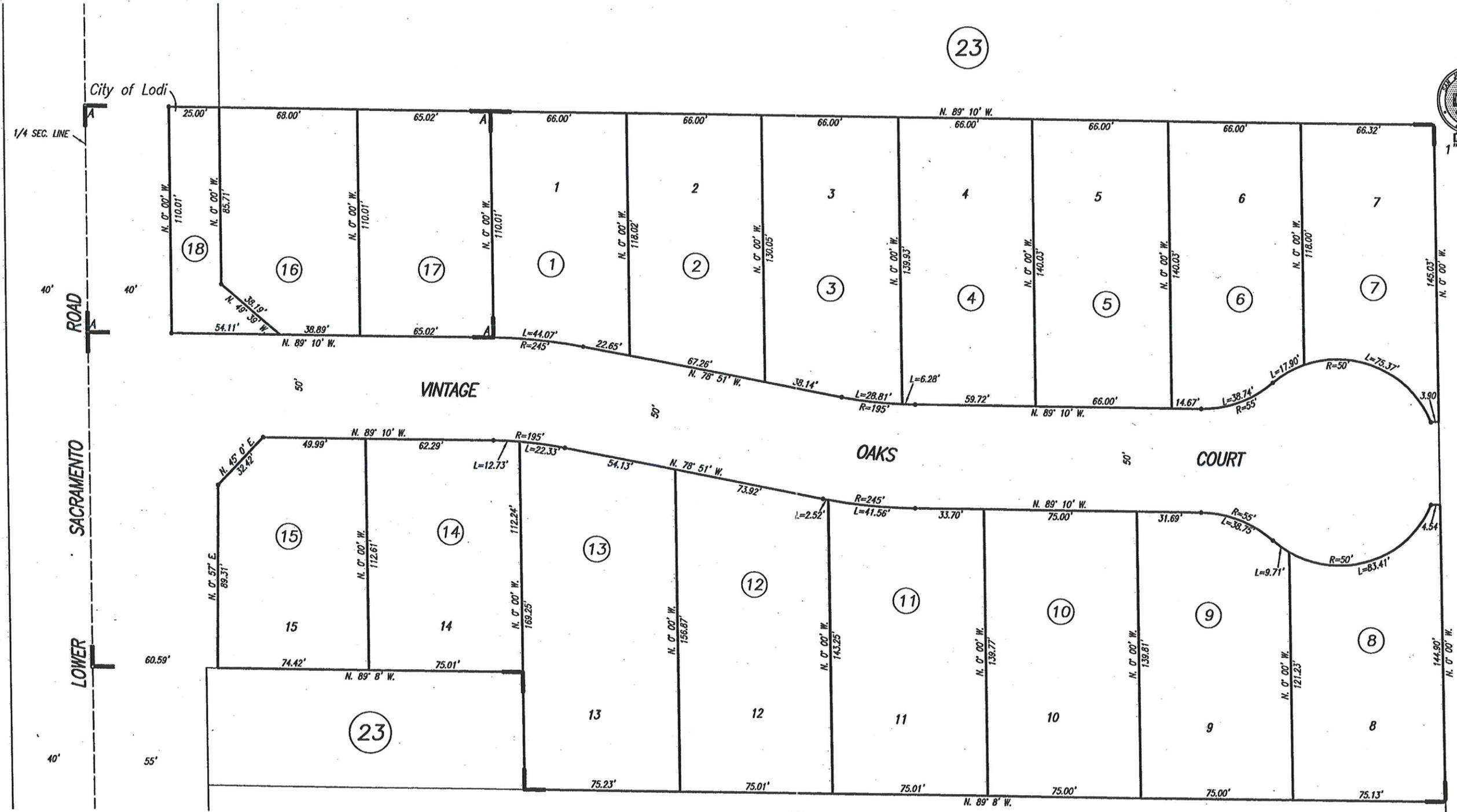
005S003-3

VINTAGE OAKS
A - POR. SEC. 15, T.3N.R.6E. M.D.B.&M.

THIS MAP IS FOR
ASSESSMENT USE ONLY

058-64

Zone 8



4

23

23

22

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	15		
07-08	18		

Assessor's Map Bk.058 Pg.64
County of San Joaquin, Calif.

06-07

R. M. Bk. 40 Pg. 027
A-P. M. Bk. 23 Pg. 180

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

7U-21

OWNERS' STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, "VINTAGE OAKS", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, THE STREET RIGHT-OF-WAY, THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD, AND RELINQUISH TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP.

DATED THIS 20th DAY OF MAY, 2005.

VINTAGE OAKS, L.P., A CALIFORNIA LIMITED PARTNERSHIP
GENERAL PARTNERS

BY: TOKAY DEVELOPMENT, INC. BY: R. THOMAS DEVELOPMENT, INC.
BY: J. Jeffrey Kirst BY: Jane E. Thomas
J. JEFFREY KIRST, PRESIDENT JANE E. THOMAS, VICE PRESIDENT

DATED THIS 20th DAY OF May, 2005.

FARMERS & MERCHANTS BANK OF CENTRAL CALIFORNIA, BENEFICIARY

BY: Thomas L. Lowe III
Thomas L. Lowe III, SVP

OWNERS' ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON MAY 20 2005, BEFORE ME, J.L. Martorella, NOTARY PUBLIC, PERSONALLY APPEARED J. JEFFREY KIRST AND JANE E. THOMAS, [PERSONALLY KNOWN TO ME] [PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE] TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
J.L. Martorella

NOTARY PUBLIC IN AND FOR
THE ABOVE-MENTIONED STATE
AND COUNTY

MY COMMISSION EXPIRES: 4-23-07
MY COMMISSION NUMBER: 1409226

DOC # 2005-252639
10/07/2005 02:40P Fee: 13.00
Page 1 of 3
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SHOWN ON DOCUMENT

BENEFICIARY'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA
COUNTY OF San Joaquin

ON MAY 20 2005, BEFORE ME, Tiffany G. Gordo, NOTARY PUBLIC, PERSONALLY APPEARED Thomas L. Lowe III, [PERSONALLY KNOWN TO ME (OR 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.

WITNESS MY HAND:
Tiffany G. Gordo

NOTARY PUBLIC IN AND FOR
THE ABOVE-MENTIONED STATE
AND COUNTY

MY COMMISSION EXPIRES: March 12, 2008
MY COMMISSION NUMBER: 1476113

TIFFANY G. GORDO
Commission # 1476113
Notary Public - California
San Joaquin County
My Comm. Expires Mar 12, 2008

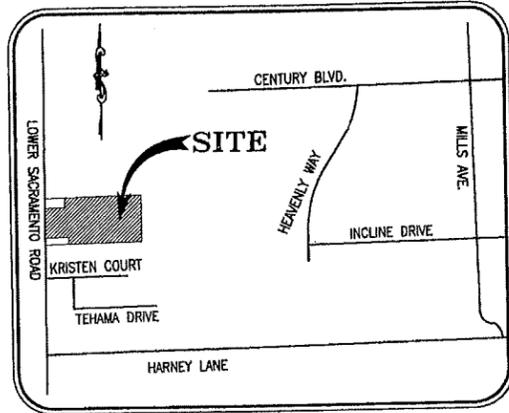
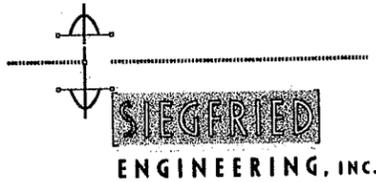
TRACT No. 3482
SUBDIVISIONS OF SAN JOAQUIN COUNTY

VINTAGE OAKS

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

APRIL, 2005

SHEET NO. 1 OF 3 SHEETS
TENTATIVE MAP APPLICATION NO. 004-S-008



VICINITY MAP
NO SCALE

CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF LOT 15 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS FINAL MAP AND ACCEPTED THE OFFER OF DEDICATION OF THE STREET RIGHT-OF-WAY, AND THE VARIABLE-WIDTH WIDENING OF RIGHT-OF-WAY ALONG LOWER SACRAMENTO ROAD SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston
SUSAN J. BLACKSTON, CITY CLERK
AND CLERK OF THE CITY COUNCIL



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF VINTAGE OAKS, L.P. ON OCTOBER 27, 2004. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LODI, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

DATED THIS 19th DAY OF August, 2005.

Michael David Jones
MICHAEL DAVID JONES, L.S. 6173
LICENSE EXPIRATION DATE: 3/31/06



PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23rd DAY OF September, 2005.

Richard C. Prima, Jr.
RICHARD C. PRIMA, JR., R.C.E. 28183
PUBLIC WORKS DIRECTOR
REGISTRATION EXPIRATION DATE: 3/31/06



COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3482, SUBDIVISIONS OF SAN JOAQUIN COUNTY, VINTAGE OAKS", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 23rd DAY OF August, 2005.

Thomas R. Flinn
for THOMAS R. FLINN, R.C.E. 23341
COUNTY SURVEYOR
REGISTRATION EXPIRATION DATE: 12/31/05



RECORDER'S STATEMENT:

FILED THIS 7 DAY OF October, 2005, AT 2:40 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 27, AT THE REQUEST OF SIEGFRIED ENGINEERING INC.

FEES: \$ 1300

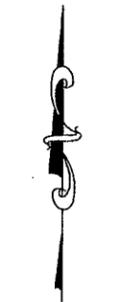
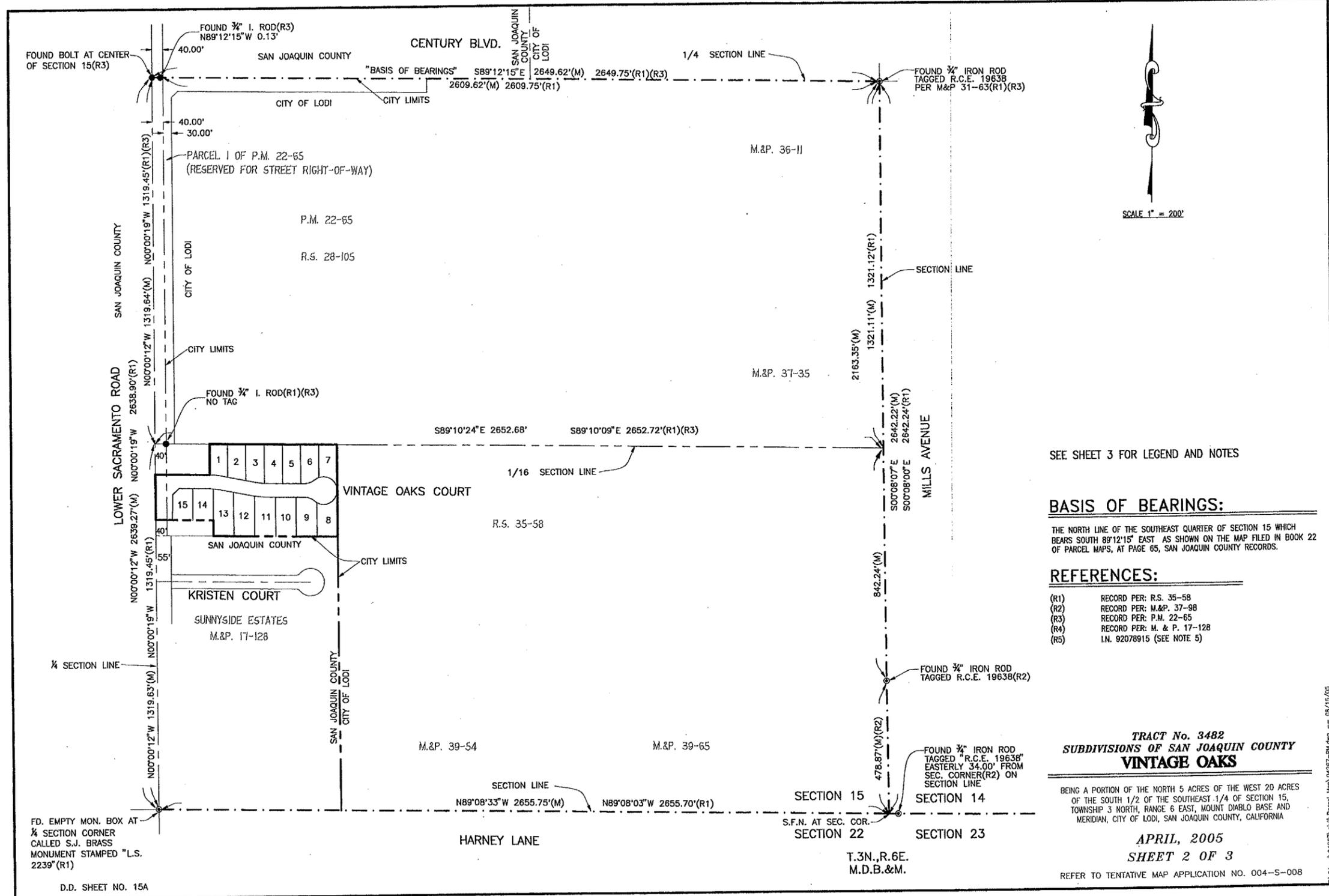
Gary W. Freeman
GARY W. FREEMAN,
ASSESSOR-RECORDER - COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

BY: Christina Maters
ASSISTANT/DEPUTY RECORDER

40-27

05/16/05
E:\04287\04287\04287-04\Printed Map\04287-Plat.dwg -- 05/16/05
00 of 5 sheets

40-27A



SCALE 1" = 200'

SEE SHEET 3 FOR LEGEND AND NOTES

BASIS OF BEARINGS:

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 WHICH BEARS SOUTH 89°12'15" EAST AS SHOWN ON THE MAP FILED IN BOOK 22 OF PARCEL MAPS, AT PAGE 65, SAN JOAQUIN COUNTY RECORDS.

REFERENCES:

- (R1) RECORD PER: R.S. 35-58
- (R2) RECORD PER: M.&P. 37-98
- (R3) RECORD PER: P.M. 22-65
- (R4) RECORD PER: M. & P. 17-128
- (R5) I.N. 92078915 (SEE NOTE 5)

TRACT No. 3482
SUBDIVISIONS OF SAN JOAQUIN COUNTY
VINTAGE OAKS

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT Diablo BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

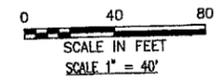
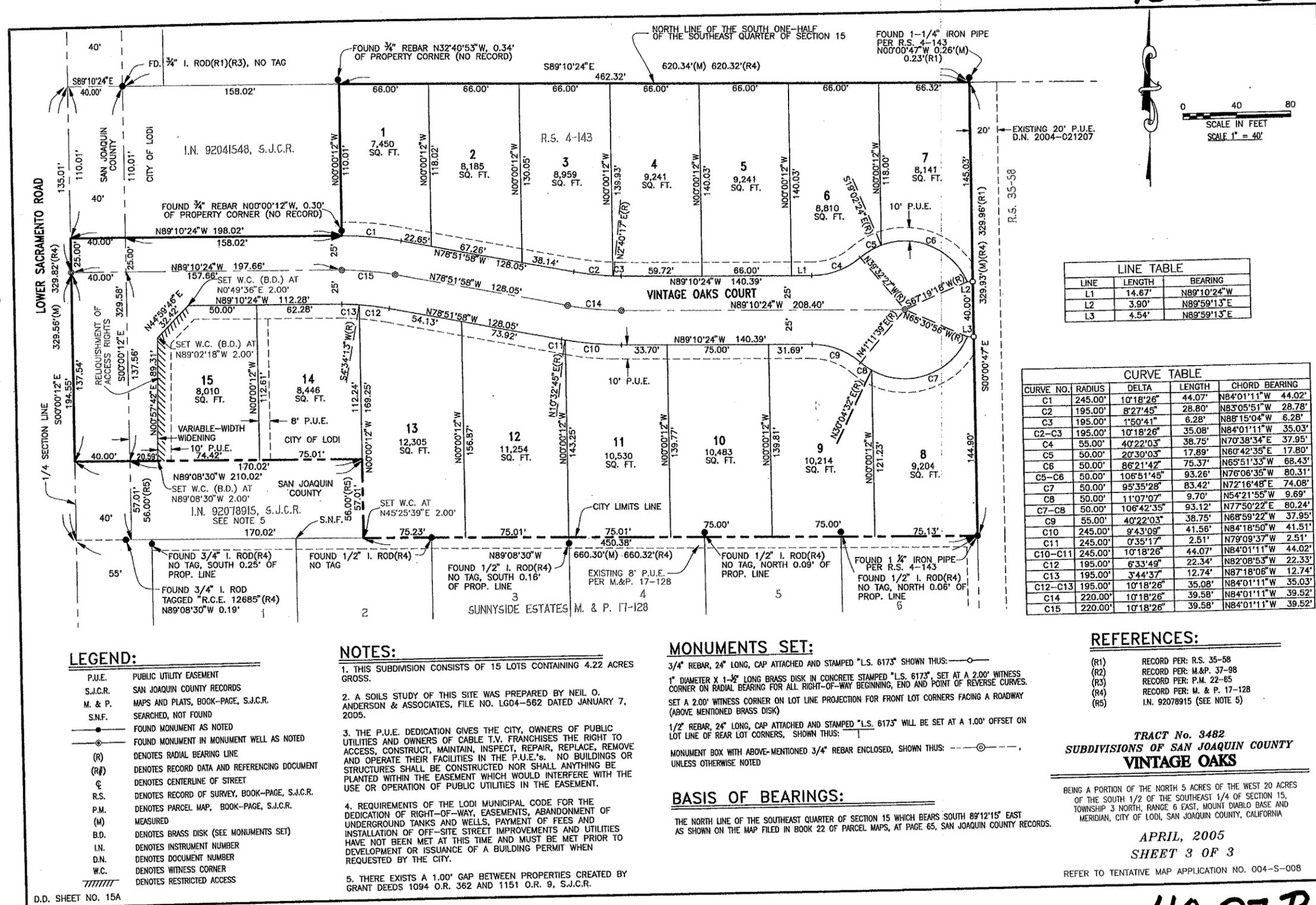
APRIL, 2005
SHEET 2 OF 3

REFER TO TENTATIVE MAP APPLICATION NO. 004-S-008

D.D. SHEET NO. 15A

40-27A

40-21B



LINE TABLE

LINE	LENGTH	BEARING
L1	14.67'	N89°10'24\"W
L2	3.90'	N89°59'13\"E
L3	4.54'	N89°59'13\"E

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	245.00'	10°18'26\"	44.07'	N84°01'11\"W 44.02'
C2	195.00'	8°27'45\"	28.80'	N83°05'51\"W 28.78'
C3	195.00'	1°50'41\"	6.28'	N88°15'04\"W 6.28'
C2-C3	195.00'	10°18'26\"	35.08'	N84°01'11\"W 35.03'
C4	55.00'	40°22'03\"	38.75'	N70°38'34\"E 37.95'
C5	50.00'	20°30'03\"	17.89'	N80°42'35\"E 17.80'
C6	50.00'	8°21'42\"	75.37'	N65°51'33\"W 68.43'
C5-C6	50.00'	10°51'45\"	93.28'	N76°06'35\"W 80.31'
C7	50.00'	9°35'28\"	83.42'	N72°16'48\"E 74.08'
C8	50.00'	11°07'07\"	9.70'	N54°21'55\"W 9.69'
C7-C8	50.00'	10°6'42'35\"	93.12'	N77°50'22\"E 80.24'
C9	55.00'	40°22'03\"	38.75'	N88°59'22\"W 37.95'
C10	245.00'	9°43'09\"	41.56'	N84°18'50\"W 41.51'
C11	245.00'	0°35'17\"	2.51'	N79°09'37\"W 2.51'
C10-C11	245.00'	10°18'26\"	44.07'	N84°01'11\"W 44.02'
C12	195.00'	6°33'49\"	22.34'	N82°08'53\"W 22.33'
C13	195.00'	3°44'37\"	12.74'	N87°18'06\"W 12.74'
C12-C13	195.00'	10°18'26\"	35.08'	N84°01'11\"W 35.03'
C14	220.00'	10°18'26\"	39.58'	N84°01'11\"W 39.52'
C15	220.00'	10°18'26\"	39.58'	N84°01'11\"W 39.52'

- LEGEND:**
- P.U.E. PUBLIC UTILITY EASEMENT
 - S.J.C.R. SAN JOAQUIN COUNTY RECORDS
 - M. & P. MAPS AND PLATS, BOOK-PAGE, S.J.C.R.
 - S.N.F. SEARCHED, NOT FOUND
 - FOUND MONUMENT AS NOTED
 - FOUND MONUMENT IN MONUMENT WELL AS NOTED
 - (R) DENOTES RADIAL BEARING LINE
 - (R#) DENOTES RECORD DATA AND REFERENCING DOCUMENT
 - ⊙ DENOTES CENTERLINE OF STREET
 - R.S. DENOTES RECORD OF SURVEY, BOOK-PAGE, S.J.C.R.
 - P.M. DENOTES PARCEL MAP, BOOK-PAGE, S.J.C.R.
 - (M) MEASURED
 - B.D. DENOTES BRASS DISK (SEE MONUMENTS SET)
 - I.N. DENOTES INSTRUMENT NUMBER
 - D.N. DENOTES DOCUMENT NUMBER
 - W.C. DENOTES WITNESS CORNER
 - ||||| DENOTES RESTRICTED ACCESS

- NOTES:**
- THIS SUBDIVISION CONSISTS OF 15 LOTS CONTAINING 4.22 ACRES GROSS.
 - A SOILS STUDY OF THIS SITE WAS PREPARED BY NEIL O. ANDERSON & ASSOCIATES, FILE NO. LG04-562 DATED JANUARY 7, 2005.
 - THE P.U.E. DEDICATION GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'s. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
 - REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHT-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT WHEN REQUESTED BY THE CITY.
 - THERE EXISTS A 1.00' GAP BETWEEN PROPERTIES CREATED BY GRANT DEEDS 1094 O.R. 362 AND 1151 O.R. 9, S.J.C.R.

- MONUMENTS SET:**
- 3/4\" REBAR, 24\" LONG, CAP ATTACHED AND STAMPED \"L.S. 6173\" SHOWN THIS: ○
 - 1\" DIAMETER X 1-1/2\" LONG BRASS DISK IN CONCRETE STAMPED \"L.S. 6173\", SET AT A 2.00' WITNESS CORNER ON RADIAL BEARING FOR ALL RIGHT-OF-WAY BEGINNING, END AND POINT OF REVERSE CURVES.
 - SET A 2.00' WITNESS CORNER ON LOT LINE PROJECTION FOR FRONT LOT CORNERS FACING A ROADWAY (ABOVE MENTIONED BRASS DISK)
 - 1/2\" REBAR, 24\" LONG, CAP ATTACHED AND STAMPED \"L.S. 6173\" WILL BE SET AT A 1.00' OFFSET ON LOT LINE OF REAR LOT CORNERS, SHOWN THIS: |
 - MONUMENT BOX WITH ABOVE-MENTIONED 3/4\" REBAR ENCLOSED, SHOWN THIS: ⊙
 - UNLESS OTHERWISE NOTED

BASIS OF BEARINGS:

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15 WHICH BEARS SOUTH 89°12'15\" EAST AS SHOWN ON THE MAP FILED IN BOOK 22 OF PARCEL MAPS, AT PAGE 65, SAN JOAQUIN COUNTY RECORDS.

- REFERENCES:**
- (R1) RECORD PER: R.S. 35-58
 - (R2) RECORD PER: M.&P. 37-98
 - (R3) RECORD PER: P.M. 22-65
 - (R4) RECORD PER: M. & P. 17-128
 - (R5) I.N. 92078915 (SEE NOTE 5)

**TRACT No. 3482
SUBDIVISIONS OF SAN JOAQUIN COUNTY
VINTAGE OAKS**

BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

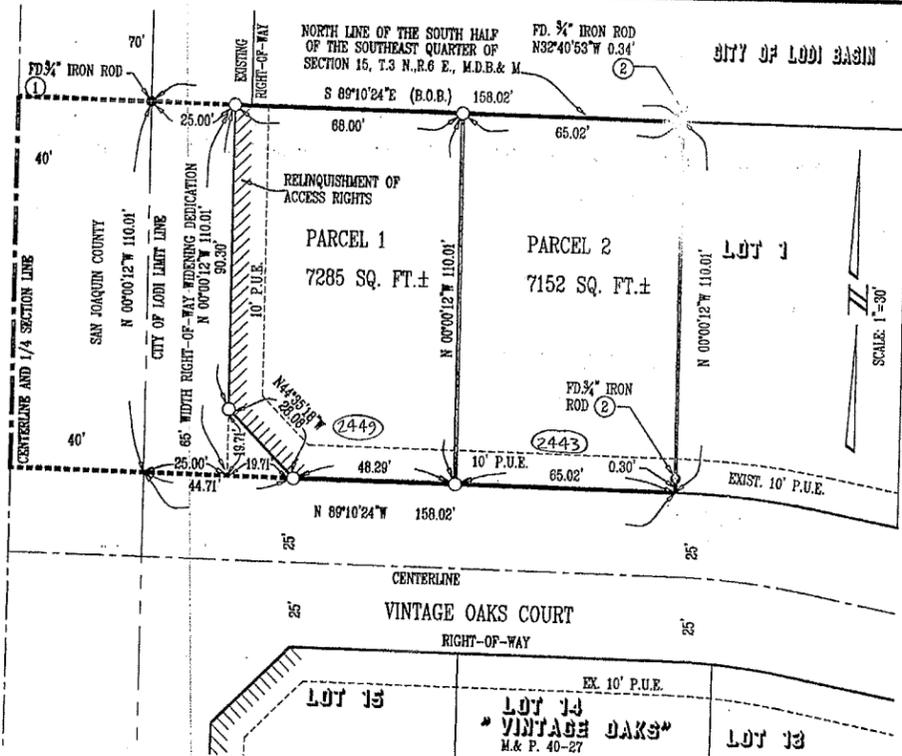
APRIL, 2005
SHEET 3 OF 3

REFER TO TENTATIVE MAP APPLICATION NO. 004-S-008

40-27B

STREET EASEMENT D.N. 2004-194520

LOWER SACRAMENTO ROAD



- LEGEND:**
- S.F.M. SEARCHED, FOUND NOTHING
 - FD. FOUND
 - SEC. SECTION
 - P.M. PARCEL MAP
 - R.S. RECORD OF SURVEY
 - M.& P. MAPS AND PLATS
 - REF. REFERENCE
 - E.O.B. BASIS OF BEARINGS
 - P.U.E. PUBLIC UTILITY EASEMENT
 - RESTRICTED ACCESS
- SET 3/4" X 30" IRON ROD CAPPED AND STAMPED L.S. 7889, UNLESS OTHERWISE NOTED.
 - FD. MONUMENT AS NOTED.

- REFERENCES**
- ① P.M. 22-65
 - ② M&P 40-27

BAUMBACH & PIAZZA, INC.
 CIVIL ENGINEERS
 SURVEYORS
 LODI, CALIF.

PARCEL MAP of
 BEING A PORTION OF THE NORTH 5 ACRES OF THE WEST
 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF
 SECTION 15, T.3 N., R.6 E., M.D.B. & M.,
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA
 JUNE, 2005 SCALE: 1" = 30'

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, AS SHOWN ON M.& P. 40-27 AS S 89°10'24"E.

SURVEYOR'S STATEMENT:
 THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN D. GERLACK ON DECEMBER 23, 2004. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13TH DAY OF OCTOBER, 2005
Joshua Cook Elson
 JOSHUA COOK ELSON, L.S. 7889
 LICENSE EXPIRATION DATE: 12/31/06



PUBLIC WORKS DIRECTOR'S STATEMENT:
 THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. PURSUANT TO THE AUTHORITY OF ORDINANCE NO. 1302 OF THE CITY OF LODI, I ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD ALL AS SHOWN ON THIS PARCEL MAP.

DATED THIS 13TH DAY OF OCTOBER, 2005
Richard C. Prima, Jr.
 RICHARD C. PRIMA, JR., R.C.E. 28183
 PUBLIC WORKS DIRECTOR EX OFFICIO CITY CLERK
 OF THE CITY OF LODI
 REGISTRATION EXPIRATION DATE: 3-31-06



RECORDER'S STATEMENT:
 FILED THIS 3RD DAY OF MARCH, 2006, AT _____ M. IN BOOK
23 OF PARCEL MAPS, AT PAGE 180, AT THE REQUEST OF
 JOSHUA COOK ELSON.
 FEE: \$ _____
 BY: GARY W. FREEMAN
 ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
 ASSISTANT/DEPUTY RECORDER

- NOTES:**
1. REFER TO CITY OF LODI TENTATIVE MAP APPLICATION # 05-P-003.
 2. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
 3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
 4. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, OWNERS OF CABLE T.V. FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
 5. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY ON PARCELS 1 AND 2.

OWNERS' STATEMENT:
 WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS PARCEL MAP AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS THE 65-FOOT ROAD RIGHT-OF-WAY WIDENING ALONG LOWER SACRAMENTO ROAD THE 19.71-FOOT BY 19.71-FOOT CORNER CUT-OFF, RELINQUISHMENT TO THE CITY OF LODI ALL ACCESS RIGHTS OF PARCEL 1 TO AND FROM LOWER SACRAMENTO ROAD, ALL AS SHOWN ON THIS PARCEL MAP.

JOHN D. GERLACK AND BARBARA A. GERLACK, TRUSTEES OF
 GERLACK FAMILY LIVING TRUST, DATED FEBRUARY 2, 1991
 DATED THIS 13TH DAY OF OCTOBER, 2005.

John D. Gerlack
 JOHN D. GERLACK, TRUSTEE
Barbara A. Gerlack
 BARBARA A. GERLACK, TRUSTEE

STATE OF CALIFORNIA
 COUNTY OF San Joaquin
 ON _____ BEFORE ME, _____ NOTARY PUBLIC,
 PERSONALLY APPEARED _____ AND _____
 (PERSONALLY KNOWN TO ME) [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.
 WITNESS MY HAND:

 NOTARY PUBLIC IN AND FOR THE
 ABOVE-MENTIONED STATE AND COUNTY
 MY COMMISSION EXPIRES: _____

STATE OF CALIFORNIA
 COUNTY OF San Joaquin
 ON 10/13/05 BEFORE ME, Julie Kenkel NOTARY PUBLIC,
 PERSONALLY APPEARED John D. Gerlack AND
Barbara A. Gerlack (PERSONALLY KNOWN TO ME) [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.
 WITNESS MY HAND:

 NOTARY PUBLIC IN AND FOR THE
 ABOVE-MENTIONED STATE AND COUNTY
 MY COMMISSION EXPIRES: 12-3-05

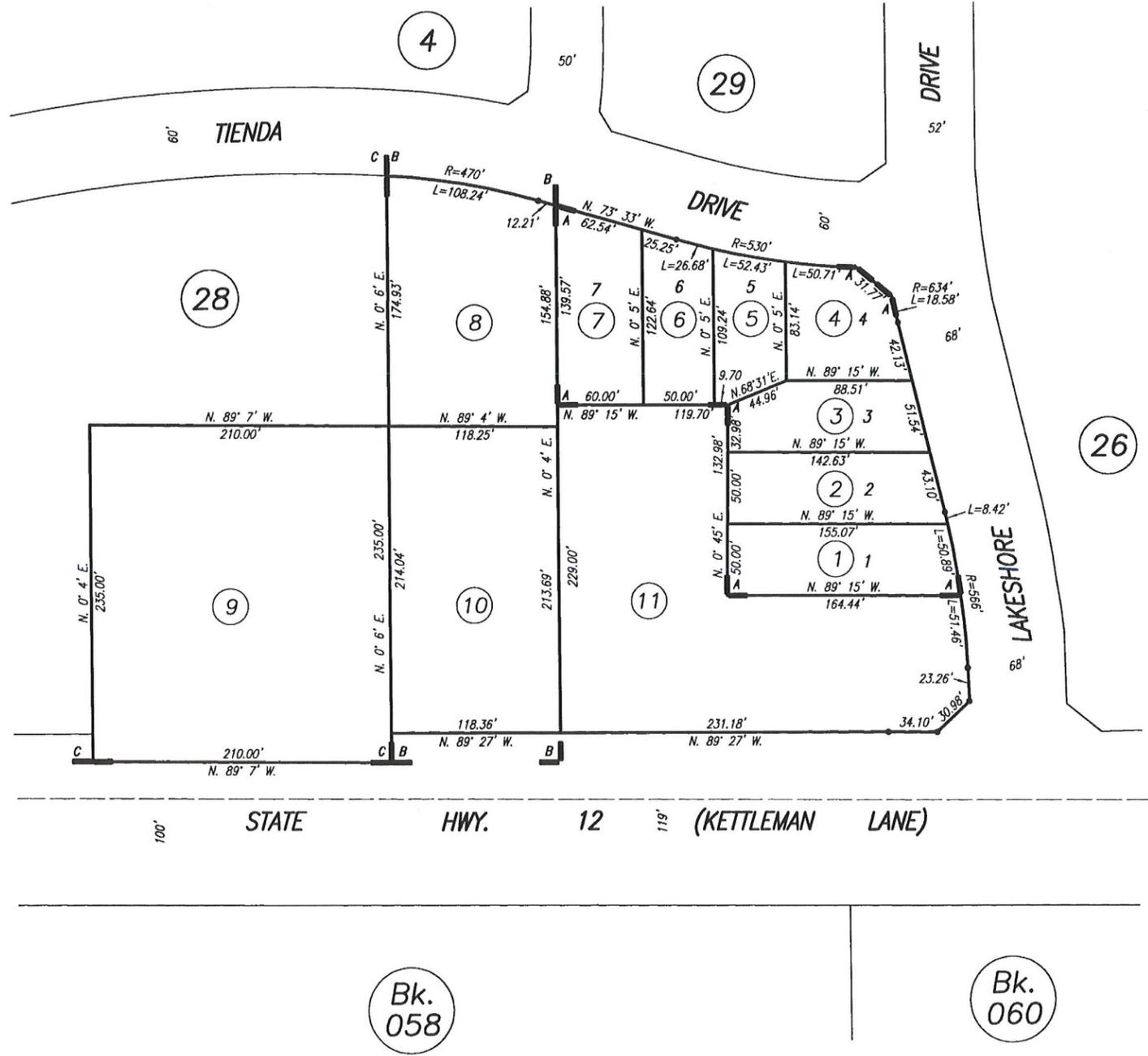
23-180
 005 P 007
 3913-A

POR. S.W. 1/4 SEC. 11 T.3N. R.6E., M.D.B.&M.
 A - LAKESHORE PROPERTIES

THIS MAP IS FOR
 ASSESSMENT USE ONLY

031-33

ZONE 10



City of Lodi, Community Development Department, Received 11/18/2005

HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
06-07	11		

CITY OF LODI
 Assessor's Map Bk.301 Pg.33
 County of San Joaquin, Calif.

06-07

A - R. M. Bk. 40 Pg. 023
 B - P. M. Bk. 22 Pg. 110
 C - P. M. Bk. 07 Pg. 125

NOTE: Assessor's Parcel Numbers Shown in Circles.
 Assessor's Block Numbers Shown in Ellipses.

40-23

OWNERS'/BENEFICIARY'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

DATED THIS 8TH DAY OF APRIL, 2005.

David S. Wilson
DAVID S. WILSON, AS OWNER

DATED THIS 8TH DAY OF April, 2005.

Sandra W. Wilson
SANDRA W. WILSON, AS OWNER

DATED THIS 20TH DAY OF APRIL, 2005.

PLACER SIERRA BANK, A CALIFORNIA BANKING CORPORATION, SUCCESSOR BY MERGER WITH BANK OF LODI, N.A., A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY

Scott Holtzhaus

Senior Vice President

DOC # 2005-241706
09/27/2005 02:04P Fee:10.00
Page 1 of 2
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by SIGNER ON DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ON 4/8/05, BEFORE ME, S.E. Fiddler, NOTARY PUBLIC, PERSONALLY APPEARED DAVID S. WILSON AND SANDRA W. WILSON, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

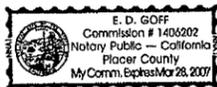
WITNESS MY HAND:
S.E. Fiddler
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY
MY COMMISSION EXPIRES: 12/17/08



STATE OF CALIFORNIA
COUNTY OF PLACER

ON APRIL 20, 2005, BEFORE ME, E.D. GOFF, NOTARY PUBLIC, PERSONALLY APPEARED SCOTT HOLTZHAUS, PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:
E.D. Goff
NOTARY PUBLIC IN AND FOR THE ABOVE-MENTIONED STATE AND COUNTY
MY COMMISSION EXPIRES: MARCH 28, 2007

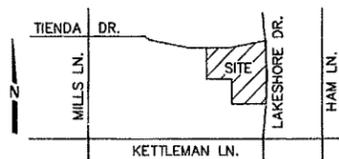


D.D. SHEET NO. 15A

TRACT NO. 3515
SUBDIVISIONS OF SAN JOAQUIN COUNTY
LAKESHORE PROPERTIES
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, T.3N., R.6E.,
M.D.B.&M.,
CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA

DILLON & MURPHY
CONSULTING CIVIL ENGINEERS
ENGINEERING • PLANNING • SURVEYING

APRIL, 2005
SHEET 1 OF 2



VICINITY MAP
N.T.S.

CITY CLERK'S STATEMENT:

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE 21 DAY OF September, 2005, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA APPROVED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA, IN ACCORDANCE WITH TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 26 DAY OF September, 2005.

Susan J. Blackston
SUSAN J. BLACKSTON, CITY CLERK
AND CLERK OF THE CITY COUNCIL



NOTES:

- REFER TO TENTATIVE MAP APPLICATION NO. 05-S-002.
- THE P.U.E. DEDICATION TO THE CITY GIVES THE CITY, OWNERS OF PUBLIC UTILITIES AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
- THIS SUBDIVISION CONTAINS 1.07± ACRES GROSS.
- THIS SITE IS NOT SUBJECT TO A 100-YEAR FLOOD.
- ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
- REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
- A 5-FOOT PRIVATE EASEMENT OVER LOT 3 FOR SANITARY SEWER SERVICE PURPOSES BENEFITING LOT 4 TO BE DEDICATED BY SEPARATE INSTRUMENT CONCURRENT WITH PARCEL CONVEYANCE.

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DAVID S. WILSON ON MARCH 14, 2005. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 13th DAY OF April, 2005.

Cecil Dillon
CECIL DILLON R.C.E. 25835
REGISTRATION EXPIRATION DATE: 12-31-05

PUBLIC WORKS DIRECTOR'S STATEMENT:

I, RICHARD C. PRIMA, JR., HEREBY STATE THAT I AM THE PUBLIC WORKS DIRECTOR OF THE CITY OF LODI, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLE 16 OF THE LODI MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 23rd DAY OF September, 2005.

Richard C. Prima, Jr.
RICHARD C. PRIMA, JR., R.C.E. 28183
PUBLIC WORKS DIRECTOR
REGISTRATION EXPIRATION DATE: 3-31-06



COUNTY SURVEYOR'S STATEMENT:

I, THOMAS R. FLINN, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3515, SUBDIVISIONS OF SAN JOAQUIN COUNTY, LAKESHORE PROPERTIES", CITY OF LODI, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 17TH DAY OF JUNE, 2005.

Jeff D. Lund
for THOMAS R. FLINN, RCE 23341
COUNTY SURVEYOR OF SAN JOAQUIN COUNTY, CALIFORNIA
REGISTRATION EXPIRATION DATE: 12-31-05



RECORDER'S STATEMENT:

FILED THIS 27 DAY OF September, 2005, AT 2:04 P.M. IN BOOK 40 OF MAPS AND PLATS, AT PAGE 23, AT THE REQUEST OF CECIL DILLON.

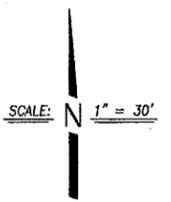
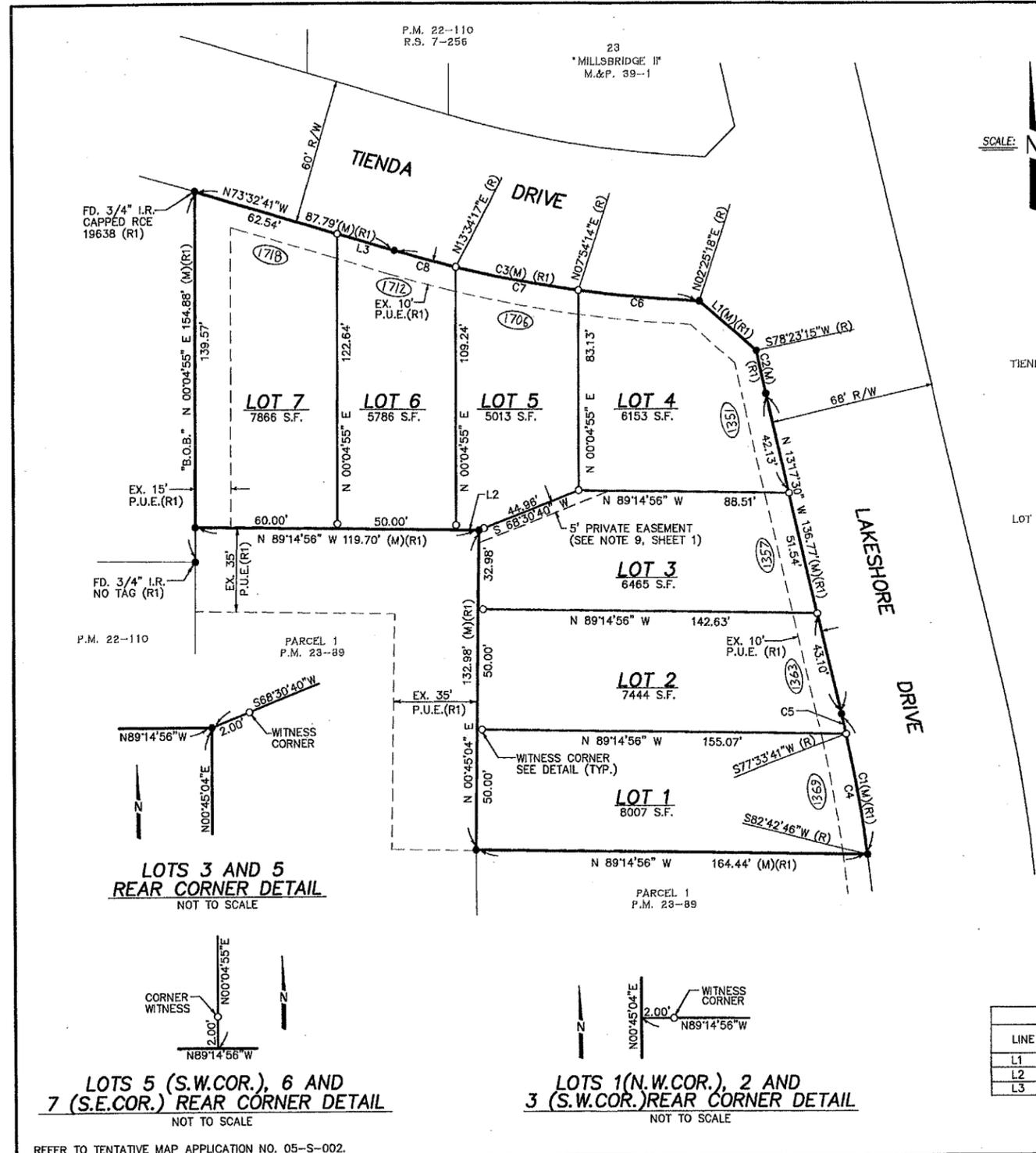
FEES: \$ 10.00

Gary W. Freeman BY: Chantima Moreno
GARY W. FREEMAN ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK

0416/PHASE2/FINALMAP

40-23 005S002-1

40-23A



TIENDA PLACE, UNIT No. 1
M.&P. 36-60

LOT C

TRACT NO. 3515
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
LAKESHORE PROPERTIES
 BEING A PORTION OF THE SOUTHWEST QUARTER OF
 SECTION 11, T.3N., R.6E.,
 M.D.B.&M.,
 CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA
DILLON & MURPHY
 CONSULTING CIVIL ENGINEERS
 ENGINEERING • PLANNING • SURVEYING
 APRIL, 2005
 SHEET 2 OF 2

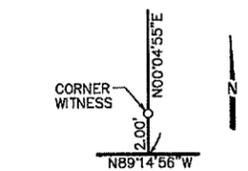
BASIS OF BEARINGS:
 THE WESTERLY PROPERTY LINE OF PARCELS 1 AND 2 OF THAT CERTAIN MAP FILED FOR RECORD IN BOOK 23 OF PARCEL MAPS, AT PAGE 89, SAN JOAQUIN COUNTY RECORDS, BEARS N 00° 04' 55" E.

MONUMENTS SET:
 3/4" X 30" IRON ROD WITH CAP STAMPED R.C.E. 25835 AND SHOWN THUS , UNLESS OTHERWISE NOTED.

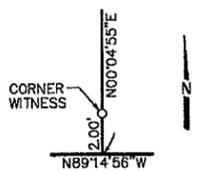
- LEGEND:**
- FOUND 3/4" I.R. CAPPED AND STAMPED R.C.E. 25835 (R1) UNLESS OTHERWISE NOTED.
 - P.M. PARCEL MAP
 - FD. FOUND
 - I.R. IRON ROD
 - R.S. RECORD OF SURVEY
 - M.&P. MAPS AND PLATS
 - "B.O.B." BASIS OF BEARINGS
 - S.F.N. SEARCHED, FOUND NOTHING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R1) P.M. 23-89
 - (R2) P.M. 22-110
 - (R3) M.&P. 36-60
 - R/W RIGHT-OF-WAY
 - S.F. SQUARE FEET
 - (M) MEASURED

NOTE:
 ALL LOT DIMENSIONS SHOWN ALONG LOT LINES THAT CONTAIN A WITNESS CORNER ARE FROM LOT CORNER TO LOT CORNER.

LOTS 3 AND 5 REAR CORNER DETAIL
NOT TO SCALE



LOTS 5 (S.W.COR.), 6 AND 7 (S.E.COR.) REAR CORNER DETAIL
NOT TO SCALE



LOTS 1(N.W.COR.), 2 AND 3 (S.W.COR.) REAR CORNER DETAIL
NOT TO SCALE



LINE TABLE

LINE	LENGTH	BEARING
L1	31.77'	S 49°37'16" E
L2	9.70'	S 89°14'56" E
L3	25.25'	N 73°32'41" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	59.31'	566.00'	06°00'16"	S 10°17'22" E 59.29'
C2	18.58'	634.00'	01°40'45"	N 12°27'08" W 18.58'
C3	129.82'	530.00'	14°02'01"	S 80°33'45" E 129.49'
C4	50.89'	566.00'	05°09'05"	N 09°51'47" W 50.87'
C5	8.42'	566.00'	00°51'11"	N 12°51'54" W 8.43'
C6	50.71'	530.00'	05°28'56"	N 84°50'14" W 50.69'
C7	52.43'	530.00'	05°40'03"	N 79°15'45" W 52.40'
C8	26.68'	530.00'	02°53'02"	N 74°59'27" W 26.68'

REFER TO TENTATIVE MAP APPLICATION NO. 05-S-002.

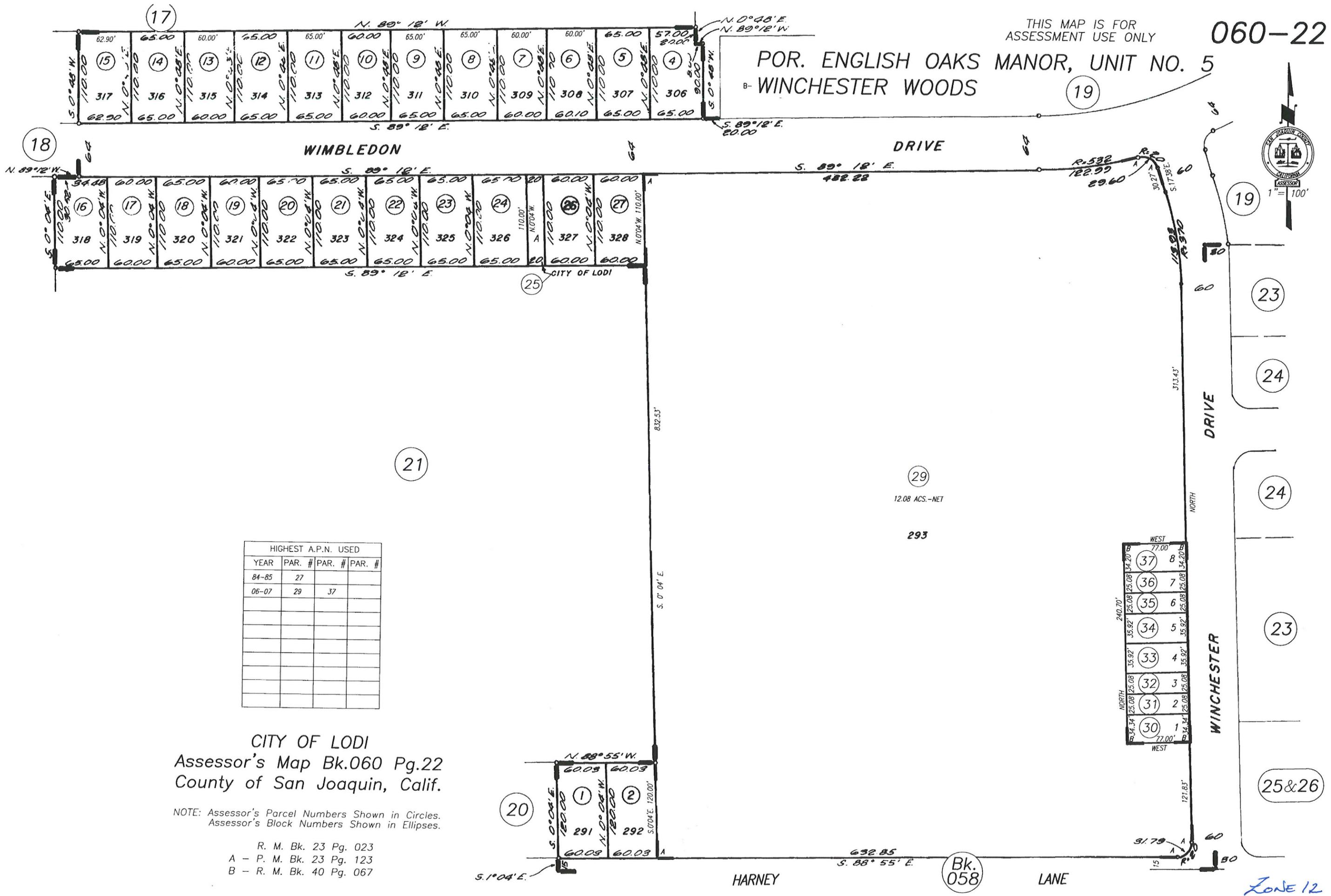
005S002-2
0416/PHASE2/FINALMAP

40-23A

THIS MAP IS FOR ASSESSMENT USE ONLY

060-22

POR. ENGLISH OAKS MANOR, UNIT NO. 5
B- WINCHESTER WOODS



HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
84-85	27		
06-07	29	37	

CITY OF LODI
Assessor's Map Bk.060 Pg.22
County of San Joaquin, Calif.

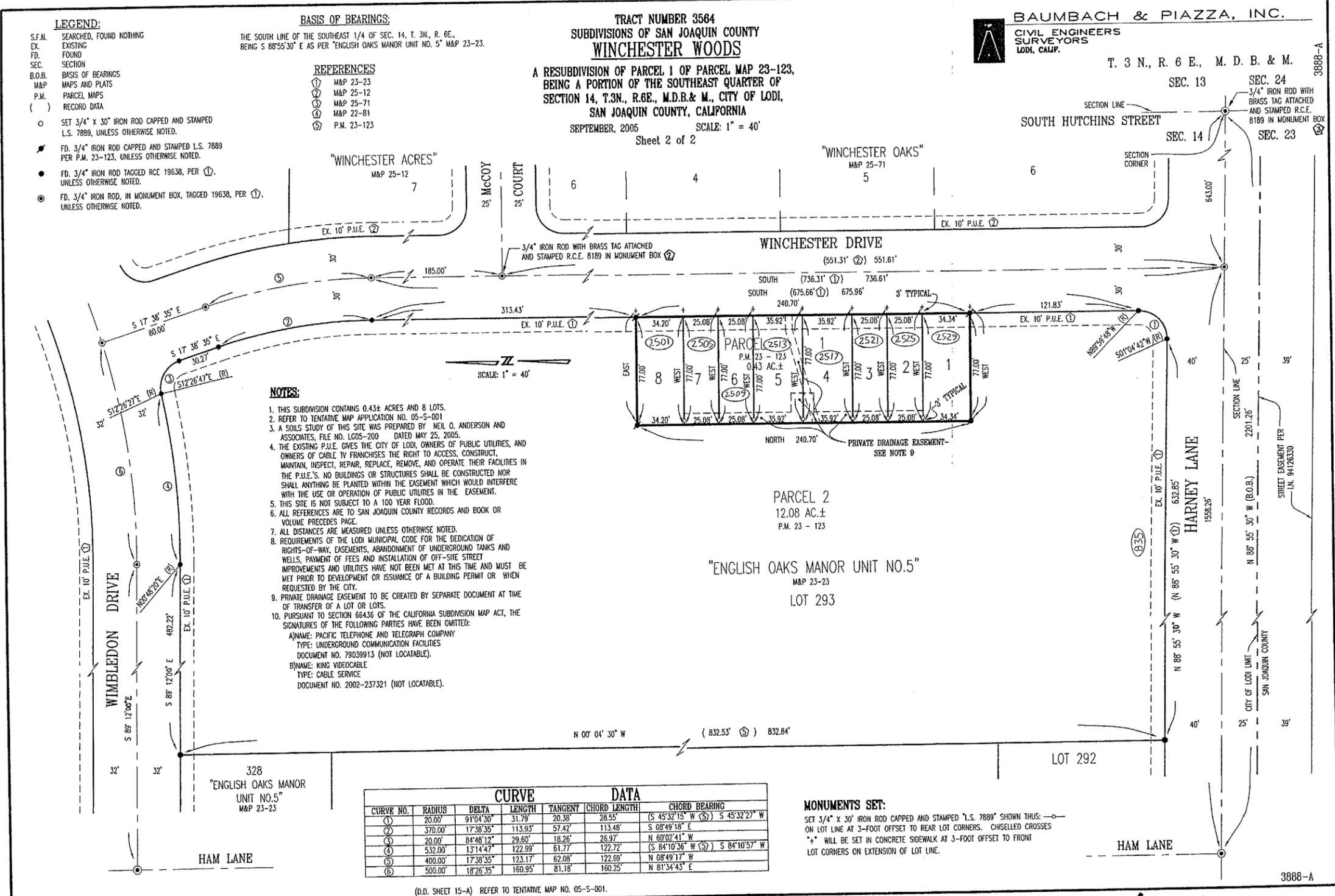
NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses.

R. M. Bk. 23 Pg. 023
A - P. M. Bk. 23 Pg. 123
B - R. M. Bk. 40 Pg. 067

Bk. 058

ZONE 12

40-67A



- LEGEND:**
- S.F.N. SEARCHED, FOUND NOTHING
 - EX. EXISTING
 - FD. FOUND
 - SEC. SECTION
 - B.O.B. BASIS OF BEARINGS
 - M&P MAPS AND PLATS
 - P.M. PARCEL MAPS
 - () RECORD DATA
 - SET 3/4" X 30" IRON ROD CAPPED AND STAMPED L.S. 7889, UNLESS OTHERWISE NOTED.
 - FD. 3/4" IRON ROD CAPPED AND STAMPED L.S. 7889 PER P.M. 23-123, UNLESS OTHERWISE NOTED.
 - FD. 3/4" IRON ROD TAGGED RCE 19638, PER (1), UNLESS OTHERWISE NOTED.
 - FD. 3/4" IRON ROD, IN MONUMENT BOX, TAGGED 19638, PER (1), UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
 THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC. 14, T. 3N., R. 6E., BEING S 88°55'30" E AS PER "ENGLISH OAKS MANOR UNIT NO. 5" M&P 23-23.

- REFERENCES**
- (1) M&P 23-23
 - (2) M&P 25-12
 - (3) M&P 25-71
 - (4) M&P 22-81
 - (5) P.M. 23-123

TRACT NUMBER 3564
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
WINCHESTER WOODS
 A RESUBDIVISION OF PARCEL 1 OF PARCEL MAP 23-123,
 BEING A PORTION OF THE SOUTHEAST QUARTER OF
 SECTION 14, T.3N., R.6E., M.D.B. & M., CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA
 SEPTEMBER, 2005 SCALE: 1" = 40'
 Sheet 2 of 2

BAUMBACH & PIAZZA, INC.
 CIVIL ENGINEERS
 SURVEYORS
 LODI, CALIF.

- NOTES:**
1. THIS SUBDIVISION CONTAINS 0.43± ACRES AND 8 LOTS.
 2. REFER TO TENTATIVE MAP APPLICATION NO. 05-S-001
 3. A SOILS STUDY OF THIS SITE WAS PREPARED BY NEIL O. ANDERSON AND ASSOCIATES, FILE NO. LG05-200 DATED MAY 25, 2005.
 4. THE EXISTING P.U.E. GIVES THE CITY OF LODI, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, REMOVE, AND OPERATE THEIR FACILITIES IN THE P.U.E.'S. NO BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.
 5. THIS SITE IS NOT SUBJECT TO A 100 YEAR FLOOD.
 6. ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
 7. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
 8. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND INSTALLATION OF OFF-SITE STREET IMPROVEMENTS AND UTILITIES HAVE NOT BEEN MET AT THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OR WHEN REQUESTED BY THE CITY.
 9. PRIVATE DRAINAGE EASEMENT TO BE CREATED BY SEPARATE DOCUMENT AT TIME OF TRANSFER OF A LOT OR LOTS.
 10. PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
 A) NAME: PACIFIC TELEPHONE AND TELEGRAPH COMPANY
 TYPE: UNDERGROUND COMMUNICATION FACILITIES
 DOCUMENT NO. 79039913 (NOT LOCATABLE).
 B) NAME: KING VIDEOCABLE
 TYPE: CABLE SERVICE
 DOCUMENT NO. 2002-237321 (NOT LOCATABLE).

CURVE		DATA				
CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
(1)	20.00'	91°04'30"	31.79'	20.38'	28.55'	(S 45°32'15" W (5)) S 45°32'27" W
(2)	370.00'	17°38'35"	113.93'	57.42'	113.48'	S 08°49'18" E
(3)	20.00'	84°48'12"	29.60'	18.26'	26.97'	N 60°02'41" W
(4)	532.00'	13°14'47"	122.99'	61.77'	122.72'	(S 84°10'36" W (5)) S 84°10'57" W
(5)	400.00'	17°38'35"	123.17'	62.08'	122.69'	N 08°49'17" W
(6)	500.00'	18°26'35"	160.95'	81.18'	160.25'	N 81°34'43" E

MONUMENTS SET:
 SET 3/4" X 30" IRON ROD CAPPED AND STAMPED "L.S. 7889" SHOWN THUS: —○—
 ON LOT LINE AT 3-FOOT OFFSET TO REAR LOT CORNERS. CHISELLED CROSSES
 "*" WILL BE SET IN CONCRETE SIDEWALK AT 3-FOOT OFFSET TO FRONT LOT CORNERS ON EXTENSION OF LOT LINE.

(D.D. SHEET 15-A) REFER TO TENTATIVE MAP NO. 05-S-001.

40-67A 005S001-2

9. FISCAL YEAR 2020/21 ASSESSMENT ROLL

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2020/21

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
2	058-580-58	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-59	Single Family Residential	0.175	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-60	Single Family Residential	0.178	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-61	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-62	Single Family Residential	0.169	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-63	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-64	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-65	Single Family Residential	0.177	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-66	Single Family Residential	0.179	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-67	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-68	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-580-69	Single Family Residential	0.180	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
3	031-040-14	Single Family Residential	0.204	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-15	Single Family Residential	0.204	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-38	Single Family Residential	0.181	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-44	Single Family Residential	0.117	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-45	Single Family Residential	0.193	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-46	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-47	Single Family Residential	0.128	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-48	Single Family Residential	0.140	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-040-49	Single Family Residential	0.131	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-01	Single Family Residential	0.178	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-02	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-03	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-04	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-05	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-06	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-07	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-08	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-09	Single Family Residential	0.137	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-10	Single Family Residential	0.156	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-11	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-12	Single Family Residential	0.153	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-13	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-14	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-15	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-16	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-17	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-18	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-19	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-20	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-21	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-22	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-23	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-24	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-25	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-26	Single Family Residential	0.143	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-27	Single Family Residential	0.146	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-28	Single Family Residential	0.159	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-29	Single Family Residential	0.167	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
3	031-290-30	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-01	Single Family Residential	0.117	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-02	Single Family Residential	0.115	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-03	Single Family Residential	0.118	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-04	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-05	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-06	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-07	Single Family Residential	0.118	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-08	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-09	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-10	Single Family Residential	0.114	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-11	Multi-Family Residential (Duplex)	0.179	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72
4	062-630-12	Multi-Family Residential (Duplex)	0.165	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72
4	062-630-13	Single Family Residential	0.116	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
4	062-630-14	Multi-Family Residential (Duplex)	0.171	1	2.00	2.000	18.36	18.36	36.72	0.00	36.72

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2020/21

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
8	058-640-09	Single Family Residential	0.234	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-10	Single Family Residential	0.240	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-11	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-12	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-13	Single Family Residential	0.282	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-14	Single Family Residential	0.193	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-15	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-16	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-17	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
9	045-340-01	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-02	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-03	Single Family Residential	0.129	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-04	Single Family Residential	0.127	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-05	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-06	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-07	Single Family Residential	0.123	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-08	Single Family Residential	0.122	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-09	Single Family Residential	0.120	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-10	Single Family Residential	0.104	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-11	Single Family Residential	0.093	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
11	058-570-67	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-68	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-69	Multi-Family Residential (Duplex)	0.304	3	2.00	6.000	18.36	55.08	110.16	0.00	110.16
11	058-570-70	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-71	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-72	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-73	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
13	049-340-12	Industrial	4.690	1	18.76	18.760	18.36	18.36	344.43	(0.01)	344.42
13	049-340-15	Industrial	0.610	1	2.44	2.440	18.36	18.36	44.80	0.00	44.80
13	049-340-16	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-17	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-18	Industrial	0.460	1	1.84	1.840	18.36	18.36	33.78	0.00	33.78
13	049-340-19	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-20	Industrial	1.919	1	7.68	7.676	18.36	18.36	140.93	(0.01)	140.92
13	049-340-36	Industrial	13.890	1	55.56	55.560	18.36	18.36	1,020.08	0.00	1,020.08
14	027-450-01	Single Family Residential	0.144	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-02	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-03	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-04	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-05	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-06	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-07	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-08	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-09	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-10	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-11	Single Family Residential	0.130	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-12	Single Family Residential	0.145	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-13	Single Family Residential	0.143	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-14	Single Family Residential	0.133	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-15	Single Family Residential	0.139	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
14	027-450-16	Single Family Residential	0.127	2	1.00	2.000	18.36	36.72	36.72	0.00	36.72
15	049-330-10	Industrial	0.555	1	2.22	2.220	18.36	18.36	40.76	0.00	40.76
15	049-330-11	Industrial	2.500	1	10.00	10.000	18.36	18.36	183.60	0.00	183.60
15	049-330-23	Industrial	5.180	1	20.72	20.720	18.36	18.36	380.42	0.00	380.42
15	049-340-38	Industrial	0.832	1	3.33	3.328	18.36	18.36	61.10	0.00	61.10
16	031-330-10	Commercial or Office	0.580	1	2.90	2.900	18.36	18.36	53.24	0.00	53.24
16	058-160-86	Commercial or Office	1.092	1	5.46	5.460	18.36	18.36	100.25	(0.01)	100.24
TOTALS:						772.732	1,858.732		\$34,126.32	(\$0.06)	\$34,126.26



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING – A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL YEAR 2020/21

PUBLISH DATE: SATURDAY, MAY 23, 2020

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: PAMELA M. FARRIS, ASSISTANT CITY CLERK
LNS ACCT. #5100152
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MAY 20, 2020

ORDERED BY: PAMELA M. FARRIS
ASSISTANT CITY CLERK

Pamela M. Farris

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Emailed to the Sentinel at legals@lodinews.com at 9:42 (time) on 5/21/20 (date) _____ (pages)



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING – A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1 FOR FISCAL YEAR 2020/21

On Thursday, May 21, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing – a resolution of the Lodi City Council declaring its intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2020/21 (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 21, 2020, at Lodi, California.

ORDERED BY:

**PAMELA M. FARRIS
ASSISTANT CITY CLERK**

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2020-105

**A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS FOR THE LODI CONSOLIDATED
LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 FOR FISCAL YEAR 2020/21**

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WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) ("Act") to establish the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 ("Assessment District"); and

° WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL AS FOLLOWS:

1. Intention: The Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2020 and ending June 30, 2021. The Council finds that the public's best interest requires such action.
2. Improvements: The Improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the Council. **The Public Hearing will be held**

on Wednesday June 17, 2020 at 7:00 p.m. or as soon thereafter as is feasible in the Council Chambers located at 221 W. Pine Street, Lodi, California, 95240. While social distancing measures are imposed due to COVID-19, Council chambers will be closed to the public during meetings of the City Council. Members of the public may view and listen to the open session of the meeting at www.facebook.com/CityofLodi/ and send written comments to the City Council by emailing councilcomments@lodi.gov. All comments received prior to the close of the public hearing will be read into the record. The Council further orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

- 6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: May 20, 2020

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I, hereby certify that the foregoing Resolution No. 2020-105 was passed and adopted by the City Council of the City of Lodi at a regular meeting held May 20, 2020, by the following vote:

AYES: COUNCILMEMBERS – Chandler, Mounce, Nakanishi, and Mayor Kuehne

NOES: COUNCILMEMBERS – None

ABSENT: COUNCILMEMBERS – None

ABSTAINED: COUNCILMEMBERS – None


PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: A Resolution of the Lodi City Council Authorizing Appropriation and Expenditure of Fiscal Year 2019-20 Funds in the Amount of \$1,138,037 to be Reimbursed by FEMA and State Government at a Rate of 93.75 Percent for the Implementation of the Great Plates Delivered Program, and Authorizing Carry Forward of Unspent Budget into Fiscal Year 2020-21.

MEETING DATE: June 17, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: A Resolution of the Lodi City Council authorizing appropriation and expenditure of Fiscal Year 2019-20 funds in the amount of \$1,138,037 to be Reimbursed by FEMA and State Government at a rate of 93.75 percent for the implementation of the Great Plates Delivered Program, and authorizing carry forward of unspent budget into Fiscal Year 2020-21.

BACKGROUND INFORMATION: In early May, the City of Lodi made the decision to participate in the Great Plates Delivered program, a program designed to provide meals to adults 65 and older, and adults 60-64 who are a high-risk for COVID-19, and to provide economic stimulus for restaurants. This program, the first of its kind in the nation, was developed by the State of California in partnership with FEMA to provide senior citizens access to meals while staying at home during the COVID-19 pandemic, and to support restaurants struggling to stay in business. To be reimbursed by FEMA at a 75 percent rate, and Cal OES, at an 18.75 percent rate, the City of Lodi will participate by contributing 6.25 percent, and serve as local administrator of the program. Importantly, in its role as local administrator, the City is responsible for all program administration including a timely payment of invoices to local participating restaurants at a rate of \$66 per day per senior citizen.

On May 11, 2020, local restaurants began preparing and delivering meals to 42 senior citizens. Today, the program prepares and delivers meals to 309 senior citizens, three times per day and seven days per week. As of June 8, the program has delivered 18,188 meals at a cost of \$401,595. The anticipated end date of the program is July 10, 2020.

Should 30 seniors be added weekly, the total cost of the program is estimated to be \$1,138,037. The City has applied for an expedited reimbursement of \$163,350 which has been approved. The City will apply for additional expedited reimbursements during the program period ending July 10, 2020, and thereafter. This resolution authorizing an additional revenue and expenditure appropriation will allow for the City to process and pay the program invoices from local restaurants.

In communication with FEMA and CalOES, the City was anticipating expedited funding of 50 percent of total estimated costs. This application was submitted timely to both FEMA and CalOES, and showed an estimate of \$435,600 in eligible costs. To date the City has only received \$4,084, far shy of the \$217,800 which would represent 50 percent. We continue to work closely with FEMA and CalOES staff to advance

APPROVED: _____
Stephen Schwabauer, City Manager

reimbursements as quickly as possible. While the City has a strong cash position and can carry this program through July 10 and further at stated reimbursement rates, staff is concerned with program “creep” and the possibility that federal and state officials may not be able to meet their obligations at some point leaving the City to foot the entire bill of a popular program. In addition, the longer the program runs, the more residents become reliant on the service. This may lead to pressure to continue beyond the disaster period. The General Fund and possibly Community Development Block Grant funds are the City’s only funding sources for this program. With general revenues falling and the possibility that other services will be reduced to balance the budget in the near future, the City cannot afford to take this obligation long-term without equally offsetting cost reductions elsewhere.

FISCAL IMPACT: This resolution will appropriate funds from FY 2019-20 unallocated fund balance in the amount of \$1,138,037 to be reimbursed by FEMA and State government at a rate of 93.75 percent. The City of Lodi’s final participation rate after reimbursement will be 6.25 percent.

FUNDING AVAILABLE: Revenue Appropriation Account 10095000.55020 (\$1,066,910)
Expenditure Appropriation Account 10095000.72355 (\$1,138,037)

Andrew Keys, Deputy City Manager/
Internal Services Director

Stephen Schwabauer
City Manager.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING APPROPRIATION AND EXPENDITURE OF
FISCAL YEAR 2019-20 FUNDS IN THE AMOUNT OF \$1,138,037 TO BE
REIMBURSED BY FEMA AND STATE GOVERNMENT AT A RATE OF
93.75 PERCENT FOR THE IMPLEMENTATION OF THE GREAT
PLATES DELIVERED PROGRAM, AND AUTHORIZING CARRY
FORWARD OF UNSPENT BUDGET INTO FISCAL YEAR 2020-21

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WHEREAS, the City of Lodi is participating in a program to provide meals to adults 65 and older and adults 60-64 who are a high-risk for COVID-19 as defined by the CDC, and who are unable to access meals while staying at home; and

WHEREAS, the Great Plates Delivered Program is also intended to support local restaurants and other food providers, and to support owners who have closed or are struggling to remain open due to COVID-19 mitigation tactics; and

WHEREAS, program costs are funded by the Federal Emergency Management Agency (FEMA), a federal agency, and state government at a rate of 75 percent and 18.75 percent, respectively; and

WHEREAS, the City of Lodi will participate in funding of the Great Plates Delivered Program at a rate of 6.25 percent; and

WHEREAS, the Great Plates Delivered Program commenced in Lodi on May 11, 2020 and is expected to terminate on July 10, 2020; and

WHEREAS, the Great Plates Delivered Program involves providing hundreds of seniors and adults 60-64 at-risk for COVID three meals per day seven days per week prepared and delivered by local restaurants; and

WHEREAS, City of Lodi staff is serving as the local administrator for the program in accordance with federal and state guidelines, and the LOEL Senior Center is screening applications to the program for eligibility according to federal and state guidelines; and

WHEREAS, the City of Lodi has applied for and been approved for an expedited reimbursement from FEMA in the amount of \$163,350; and

WHEREAS, the City of Lodi will continue to apply for expedited reimbursement of program costs as directed by the federal and state government throughout the program period.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize appropriation and expenditure of Fiscal Year 2019-20 funds in the amount of \$1,138,037 to be reimbursed by FEMA and State Government at a rate of 93.75 percent for the implementation of the Great Plates Delivered Program, and authorizing carry forward of unspent budget into Fiscal Year 2020-21 as follows:

Revenue account 10095000.55020 (\$1,066,910)
Expenditure account 10095000.73255 (\$1,138,037)

Dated: June 17, 2020

=====

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2020, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-____