LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

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AGENDA – Regular Meeting
Date: August 5, 2020
Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

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.facebook.com/CityofLodi/ or

Please click the link below to join the webinar:
https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09
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Or iPhone one-tap : US: +16699009128,,94214942009#
Or Telephone: Dial: US: +1 669 900 9128
Webinar ID: 942 1494 2009

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. Members of the public may also participate via Zoom at the following link: https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09

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:
Jennifer Cusmir
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

a) Actual Litigation: Government Code Section 54956.9; One Application; *Todd Lewis v. City of Lodi*, Workers' Compensation Appeals Board Case No. ADJ12528172 (DOI: 05/21/18) (CA)

b) Actual Litigation: Government Code Section 54956.9; Four Applications; *Todd Wagner v. City of Lodi*; Workers' Compensation Appeals Board Case No. ADJ10881078 (DOI: 2/01/2017), No. ADJ10881070 (DOI: CT- 09/11/2016), No. ADJ11220729 (DOI: 02/19/2018), No. ADJ10443474 (DOI: 02/10/2015) (CA)

c) 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 (CA)

d) 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 (CA)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

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.

C-1 Receive Register of Claims for June 26, 2020 through July 16, 2020 in the Total Amount of $4,382,462.03 (FIN)

C-2 Approve Minutes (CLK)
a) June 30, 2020 (Special Meeting)
b) June 30, July 7, aand July 14, 2020 (Shirtsleeve Sessions)
c) July 1, 2020 (Regular Meeting)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 7 Electrical Improvements (PW)

Res. C-4 Adopt Resolution Rejecting All Bids, Approving Specifications, Authorizing Re-Advertisement for Bids, Authorizing City Manager to Award Contract to Lowest Responsive Bidder for Lodi Avenue and Mills Avenue Resurfacing Project ($1,400,000), and Authorizing City Manager to Execute Change Orders ($200,000) (PW)

Res. C-5 Adopt Resolution Awarding Contract for Stormwater Trash Collection Project - Phase 1 (2020) to Soracco, Inc., of Lodi ($223,870), and Authorizing City Manager to Execute Change Orders ($50,000) (PW)

Res. C-6 Adopt Resolution Authorizing the Purchase of Ammunition from San Diego Equipment Company, Inc., of San Diego, for Use by the Police Department ($55,936) (PD)

Res. C-7 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Ultraviolet Disinfection Parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility ($94,583) (PW)

Res. C-8 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for Municipal Advisory Services, Extending the Contract for Two Years, and Adding Continuing Disclosure Consulting Services for All City Debt Issuances for a Total Not to Exceed Amount of $5,000 for the Added Services (CM)

Res. C-9 Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District for the Purpose of Receiving, Administering, and Accounting of the California Office of Traffic Safety Grant Funds to Support Regional Collision Response and Extrication Improvement (FD)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for Regulatory Engineering Services at White Slough Water Pollution Control Facility ($193,700) (PW)

Res. C-11 Adopt Resolution Authorizing Police Chief to Accept Grant and Execute Contract Administered by the Department of Alcoholic Beverage Control, and Appropriate Funds ($60,417) (PD)

Res. C-12 Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Agreement Between the City of Lodi and the County of San Joaquin Regarding Participation in the San Joaquin County Unified Mass Notification System (FD)

Res. C-13 Adopt Resolution Authorizing City Manager to Execute Lease of City Property Located at 111 North Stockton Street (PW)

C-14 Accept Improvements Under Contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project (PW)

C-15 Post for Vacancy on Lodi Improvement Committee (CLK)

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

Res. G-1 Public Hearing to Consider Adopting Resolution Declaring Results of the Majority Protest Proceedings and Renewing the Lodi Tourism Business Improvement District (LTBID) (CM)

H. Regular Calendar – None

I. Ordinances

Ord. I-1 (Adoption) Adopt Ordinance No. 1978 Entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10)" (CLK)

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.

_____
Jennifer Cusmir
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 Jennifer Cusmir 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 Jennifer Cusmir (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.facebook.com/CityofLodi/ or https://zoom.us/j/94214942009?pwd=MkJNWWhVTk04N1h6MHlpeGNrOWVwUT09.

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims for June 26, 2020 through July 16, 2020 in the Total Amount of $4,382,462.03

MEETING DATE: August 5, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $4,382,462.03

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $4,382,462.03 for June 26, 2020 through July 16, 2020. Also attached is Payroll in the amount of $1,546,124.54 through June 28, 2020 and $1,605,620.48 through July 12, 2020. This report covers two pay periods.

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
6/26/2020 through 7/16/2020

Fund	Fund Title	Amount
100	General Fund	**$2,315,174.87**
103	Measure L	**$11,337.41**
120	Library Fund	**$9,698.24**
140	Expendable Trust	**$201,039.26**
200	Parks Rec & Cultural Services	**$12,520.28**
205	State Grants	**$28,729.88**
216	PD Misc Grants	**$21,332.78**
270	Comm Dev Special Rev Fund	**$33,896.30**
301	Gas Tax-2105 2106 2107	**$3,851.42**
305	TDA - Streets	**$49,372.23**
307	Federal - Streets	**$184.44**
350	H U D	**$9,598.44**
355	GRANTS COMM. IMPR	**$1,777.50**
401	Equipment Replacement Fund	**$37,849.33**
431	Capital Outlay/General Fund	**$22,494.00**
500	Electric Utility Fund	**$271,121.25**
501	Utility Outlay Reserve Fund	**$127,273.13**
504	Public Benefits Fund	**$49,057.25**
530	Waste Water Utility Fund	**$107,948.92**
560	Water Utility Fund	**$61,290.80**
561	Water Utility-Capital Outlay	**$310,411.06**
565	PCE/TCE Rate Abatement Fund	**$11,560.00**
590	Central Plume	**$678.01**
591	Southern Plume	**$6,270.00**
600	Dial-a-Ride/Transportation	**$1,624.50**
650	Internal Service/Equip Maint	**$38,367.00**
655	Employee Benefits	**$616,001.74**
660	General Liabilities	**$22,001.99**
Total		**$4,382,462.03**

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Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 6/28/2020

Fund	Description	Amount
100	General Fund	817,594.44
103	Measure L	109,475.37
120	Library Fund	10,293.78
200	Parks Rec & Cultural Services	86,840.16
219	LPD-ABC Grant	290.83
270	Comm Dev Special Rev Fund	28,829.64
301	Gas Tax-2105 2106 2107	34,398.88
500	Electric Utility Fund	204,135.52
501	Utility Outlay Reserve Fund	43,402.09
530	Waste Water Utility Fund	161,079.53
560	Water Utility Fund	17,804.32
600	Dial-a-Ride/Transportation	10,599.80
650	Internal Service/Equip Maint	21,380.18
Report Total		**1,546,124.54**

Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 7/12/2020

Fund	Description	Amount
100	General Fund	781,331.80
103	Measure L	178,364.44
120	Library Fund	15,788.25
200	Parks Rec & Cultural Services	96,271.24
214	LPD-OTS Grants	534.31
270	Comm Dev Special Rev Fund	28,829.63
301	Gas Tax-2105 2106 2107	34,734.70
500	Electric Utility Fund	234,255.71
501	Utility Outlay Reserve Fund	28,489.39
530	Waste Water Utility Fund	142,569.02
560	Water Utility Fund	23,273.90
600	Dial-a-Ride/Transportation	10,419.80
650	Internal Service/Equip Maint	21,896.43
655	Employee Benefits	8,861.86
Report Total		**1,605,620.48**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) June 30, 2020 (Special Meeting)
b) June 30, 2020 (Shirtsleeve Session)
c) July 1, 2020 (Regular Meeting)
d) July 7, 2020 (Shirtsleeve Session)
e) July 14, 2020 (Shirtsleeve Session)

MEETING DATE: August 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) June 30, 2020 (Special Meeting)
b) June 30, 2020 (Shirtsleeve Session)
c) July 1, 2020 (Regular Meeting)
d) July 7, 2020 (Shirtsleeve Session)
e) July 14, 2020 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 30, 2020

A. Call to Order / Roll Call

The Special City Council meeting of June 30, 2020, was called to order by Mayor Kuehne at 7:03 a.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: Council Member Mounce participated in the meeting via teleconference.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, the Council chambers were closed to the public. The meeting was available for viewing by the public via livestream at https://www.lodi.gov/901/Council-Meeting-Archive and https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09; the opportunity for public comment was available through councilcomments@lodi.gov and https://zoom.us/j/99218158901?pwd=Q0NTVTN6MXdvQWJrRVNMeW1LT2JoZz09.

B. Consent Calendar

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to approve the following items hereinafter set forth, 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, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

ROLL CALL VOTE
The City Council held a ROLL CALL vote (all voiced their votes).

B-1 Adopt Resolution Reaffirming Ratification of City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of $250,000 for the Duration of the Local Emergency (CA)

Adopted Resolution No. 2020-139 reaffirming ratification of the City Manager's proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of $250,000 for the duration of the local emergency.

B-2 Authorize City Manager to Execute a Letter Directed to Wal-Mart Real Estate Business

Trust and BDC Lodi III L.P. Acknowledging that the Condition set Forth in Resolution No. 2009-58 as Use Permit and Tentative Map, Paragraph 4.HH, is Solely the Obligation of BDC Lodi III L.P. (CM)

Authorized the City Manager to execute a letter directed to Wal-Mart Real Estate Business Trust and BDC Lodi III L.P. acknowledging that the condition set forth in Resolution No. 2009-58 as Use Permit and Tentative Map, Paragraph 4.HH, is solely the obligation of BDC Lodi III L.P.

B-3 Third Quarter Fiscal Year 2019/20 Water, Wastewater and Electric Utility Department Financial Reports (DCM)

Received Third Quarter Fiscal Year 2019/20 Water, Wastewater and Electric Utility Department financial reports.

B-4 Adopt Resolution Appointing Jennifer Cusmir to the Position of City Clerk Pursuant to Government Code Section 54957, and Approving the Related Employment Agreement (HR)

Adopted Resolution No. 2020-140 appointing Jennifer Cusmir to the position of City Clerk pursuant to Government Code Section 54957, and approving the related employment agreement.

C. Regular Calendar

C-1 Review the Proposed Reynolds Ranch Tentative Subdivision Map and Provide Comments to Staff and Applicant (CD)

Council Member Chandler stated that he feels Council Members should attend the Planning Commission meetings if they have concerns about developments rather than having presentations made at the Council meetings.

Community Development Director John Della Monica provided a PowerPoint presentation regarding the proposed 150-lot Reynolds Ranch subdivision map. Specific topics of discussion included General Plan map, Land Use map, proposed project, proposed map, map review, roadway width options, and example roadway widths.

In response to Council Member Mounce, Mr. Della Monica stated that the map presented today is in advance of where Council would normally see it in future presentations, as the vast amount of the engineering work has been done. He further stated that this map does meet City standards related to lot sizes, road widths, density, and access drives; from a raw planning perspective, this is a good infill project; from a formal perspective, the project does comply with all of the rules set before the developer. Mr. Della Monica clarified that regardless of whether the applicant or developer does the actual development, the project will still go through the Site Plan and Architectural Review Committee (SPARC) and Planning Commission process.

Mayor Kuehne stated that his previous concerns were that projects were presented to Council at a stage when changes could not be made; Council needs to be sure that quality developments go forth in Lodi and that street widths are appropriate; and high-density elements should be included where appropriate. He further stated that it is important that Council have the opportunity to comment before projects are reviewed by SPARC and the Planning Commission.

Council Member Mounce stated that she feels that higher-density developments, such as duplexes, need to be mandated to provide other housing options and that she would like to see developers be required to rehabilitate houses on the Eastside for every 100-150 houses built.

Mayor Kuehne stated he would be comfortable requiring high-density elements for this project; Council Member Mounce concurred.

Mayor Pro Tempore Nakanishi stated that he agrees with Council Member Chandler and is comfortable with the process as it is now, but he is amenable to either process.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer stated that the City can make decisions based on the quality of a development but not on the identity of the developer.

Council Member Chandler stated he concurred with the Mr. Schwabauer's comments and the quality of the development should govern the decision, not who will be developing the project.

Mayor Kuehne stated some developers are known for quality while others are known for a lack of quality, so it is an essential component of the projects which get build in Lodi, rather than favoritism.

D. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:23 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 30, 2020

The June 30, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 1, 2020

The July 1, 2020, Regular Meeting 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, JULY 7, 2020

The July 7, 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, JULY 14, 2020

The July 14, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

AGENDA ITEM C-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Well 7 Electrical Improvements

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Well 7 Electrical Improvements.

BACKGROUND INFORMATION: Built in 1978, the motor control center serving Well 7 is antiquated and is in need of replacement to comply with current industry standards. In 1994, additional electrical upgrades were performed, including the installation of a standby generator to provide emergency power back-up for both Well 7 and the Lodi Lake Storm Drain Pumping Station. Well 7 site location is shown on Exhibit A.

This project will complete the on-site electrical upgrades by adding a new motor control panel replacing wire feeds to the pump, site lighting and site equipment/electrical controls, and other related work, all as shown on the plans and specifications for the above project. The new pump motor control panel will regulate voltage, provide better pump efficiency, and comply with current electrical standards.

The specifications are on file in the Public Works Department. The planned bid opening date is September 2, 2020. The project estimate is $90,000.

Square D is an American manufacturer of electrical equipment and a registered trademark of Schneider Electric. On August 18, 1982, Council approved the standardization of Square D for low voltage panels to be used in water wells, sewage and storm water pumps, park lighting and public buildings (Exhibit B). In compliance with the August 18, 1982 Council action, the project specifications will require provision of Square D (Schneider Electric) low voltage electrical panels.

FISCAL IMPACT: The project will have a minimal impact on total maintenance costs but enhance the safety and reliability of the pumps served by the upgraded electrical system.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tc
Attachments

cc: Andrew Richle, Utilities Superintendent
Tim Conn, EUD Electrical Engineer

APPROVED: _____
Stephen Schwabauer, City Manager

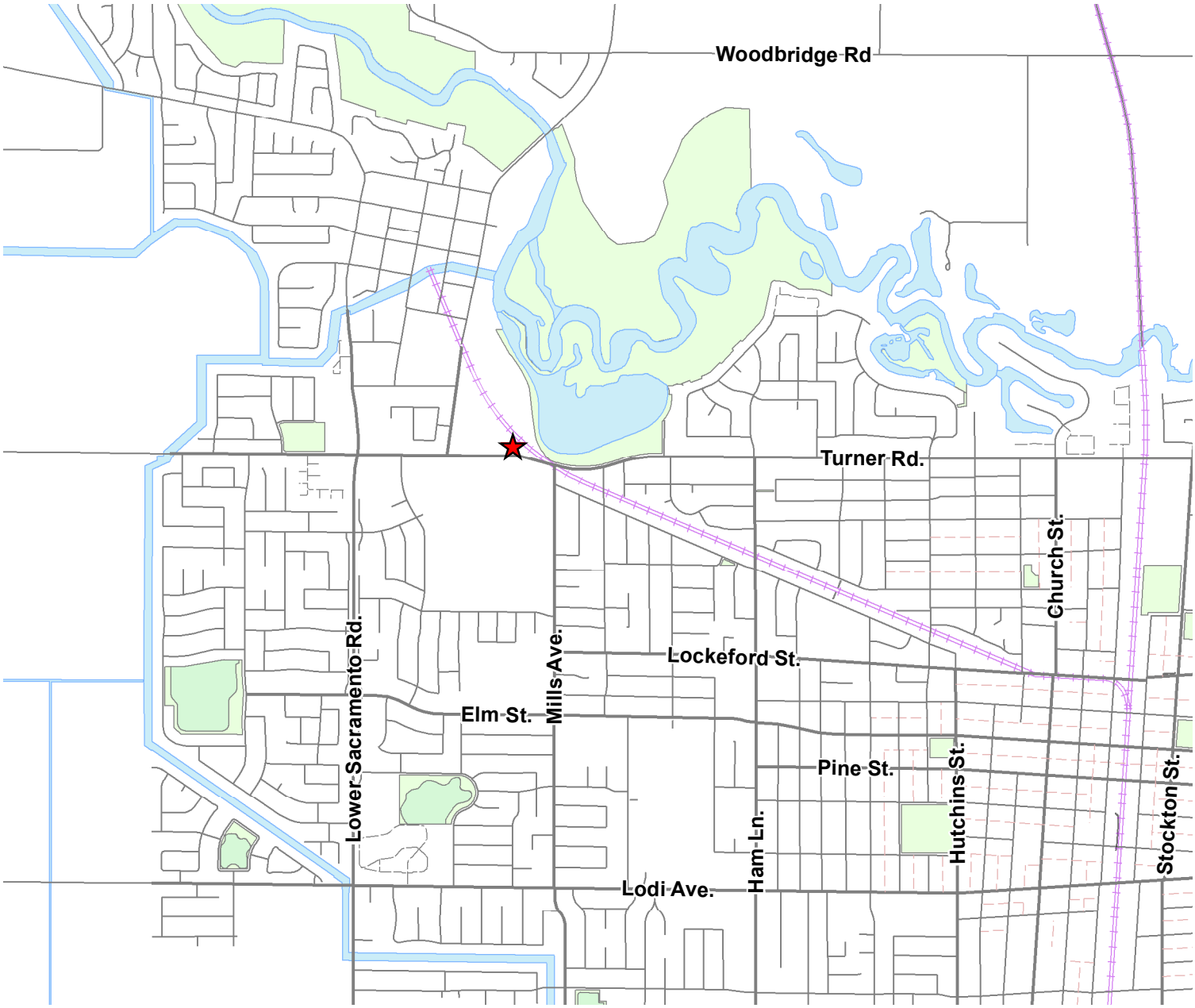
Exhibit A
Well Site Location

Legend

★ Well No. 7

N
W E
S

0.4 0.2 0 0.4
Miles



DISPOSITION PENDING

Exhibit B

Pg 268
CC-20

CITY COUNCIL MEETING

AUGUST 18, 1982

STANDARDIZATION OF ELECTRIC PANALS APPROVED

Following a report and recommendation from Staff, Council, by motion action under the Consent Calendar, voted to standardize low voltage electrical panels as manufactured by the Square D Company.

DISPOSITION PENDING

CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council

FROM: City Manager

DATE: August 5, 1982

SUBJECT: Standardization of Low Voltage Electrical Panels

RECOMMENDED ACTION: That the City Council standardize low voltage electrical panels. The recommended standard to be manufactured by the "Square D" Company.

BACKGROUND INFORMATION: The City's low voltage electrical panels are used to control equipment such as water wells, sewage and storm water pumps, park lighting and public buildings. Generally, the Utility Department selects, purchases and installs the panels in these facilities for other City Departments.

The cost of these panels is now exceeding the $5,000 informal bid limit. Purchasing them under formal bidding would more than likely provide the City with panels by many different manufacturers. A major problem with this is one of spare parts availability. Electrical components are generally not interchangeable from manufacturer to manufacturer. This would mean that the City would have to stock parts for each specific panel; in many cases, duplicating parts of similar function.

Choosing a supplier based solely upon low bid would not solve the problem. It has been the Utility Department's experience that of the six or so major electrical equipment manufacturers, none are consistantly low bidders on equipment. Factors such as reliability, repair costs, serviceability, and parts availability play a much larger role in keeping the equipment in service economically.

The City currently has over 40 low voltage panels in operation. Most of these panels were manufactured by the "Square D" Company. They have proven to be of high quality and excellent reliability. All contain components manufactured by "Square D" with parts readily available in Stockton or from the manufacturer. Parts for older panels are likewise available or easily fitted with new style components. Utility Department experience has shown that parts for other brand name, older equipment are no longer available and that there are no reasonable substitutes. The City Electricians have noted that "Square D" panels require only periodic maintenance and are well organized internally and easily serviced.

Many of these low voltage panels are not "off the shelf" items; they are built for specific customer application, thus it is necessary for the manufacturer to lay out and design such panels. The "Square D" Company has engineering staff located in Stockton, Sacramento, and Los Angeles and during the design stage their planning and design engineers have been readily available to City Staff providing expert service. This has enabled the City to obtain many specialized, high quality, low maintenance control panels.

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

DISPOSITION PENDING

Features such as:

- Quality workmanship
- Reliable components
- Availability of parts
- Ease of serviceability
- Low maintenance

Availability of engineering services prompts the recommendation that low voltage panels for City facilities be standardized as "Square D" equipment.

For the Council's information, the City of Lodi has previously standardized the following equipment:

- Water meters
- Fire hydrants
- Propeller pumps and motors
- Traffic signal controllers

Jack L. Ronsko
Public Works Director

David K. Curry
Utility Director

JLR/ML/meq

AGENDA ITEM **C-04**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rejecting All Bids, Approving Specifications, Authorizing Re-Advertisement for Bids, Authorizing City Manager to Award Contract to Lowest, Responsive Bidder for Lodi Avenue and Mills Avenue Resurfacing Project ($1,400,000), and Authorizing City Manager to Execute Change Orders ($200,000)

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing City Manager to award Contract to lowest, responsive bidder for Lodi Avenue and Mills Avenue Resurfacing Project, in an amount not-to-exceed $1,400,000, and authorizing City Manager to execute change orders in an amount not to exceed $200,000.

BACKGROUND INFORMATION: Council approved the specifications and authorized advertisement for bids on February 5, 2020. This project consists of localized pavement repair, the application of approximately 24,000 square yards of rubberized asphalt cape seal, and 21,000 square yards of fiberized slurry seal. The project limits will include Lodi Avenue (from Ham Lane to Hutchins Street) and Mills Avenue (from Lodi Avenue to Kettleman Lane), as shown on Exhibit A.

The City received the following five bids on July 8, 2020:

Bidder	Location	Bid	Above/(Below) Engineer's Estimate
Engineers Estimate		$1,547,020.00	
Knife River Construction	Stockton	*$1,178,727.00	($368,293.00)
Central Valley Engineering	Roseville	$1,207,111.50	($339,908.50)
Dirt Dynasty, Inc.	Farmington	$1,498,349.00	($48,671.00)
Martin Brothers Construction	Sacramento	$1,504,000.00	($43,020.00)
B&M Builders, Inc.	Rancho Cordova	$1,740,423.00	$193,703.00

*Unresponsive Bid

The bid from DSS Company dba Knife River Construction was deemed unresponsive as it did not include Receipt of Addendum No. 2. Staff then reviewed the bid documents from the lowest two responsive bidders. The review included (among other things) an evaluation of the Disadvantaged Business Enterprise (DBE) participation, based on Title 49 of the Code of Federal Regulation, Appendix A to Part 26 "Guidance Concerning Good Faith Efforts." The DBE Participation Goal for this project was established to be 12 percent.

The bid review findings were based on an investigation which concluded Central Valley Engineering could only claim DBE participation of two percent and failed to take all necessary reasonable efforts required to obtain DBE participation, as required by Title 49 and Caltrans. If awarded to Central Valley Engineering, a bid protest may result and/or federal funding for this project ($1,656,281) could be jeopardized.

APPROVED: _____

Stephen Schwabauer, City Manager

The second lowest responsive bidder is Dirt Dynasty, Inc., a DBE contractor, who could claim DBE participation of 65.5 percent. The bid submitted by Dirt Dynasty, Inc. is approximately $300,000 above the bids submitted by DSS Company dba Knife River Construction and Central Valley Engineering, indicating the bid is overpriced. Due to this substantial difference, Staff recommends Council reject all bids and authorize re-advertisement, as $300,000 could pay for approximately 120,000 square feet of additional pavement repair.

The specifications are on file in the Public Works Department. The planned re-bid opening date is September 2, 2020. The estimate remains at $1,547,020.

Staff recommends rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing City Manager to award Contract to lowest, responsive bidder for Lodi Avenue and Mills Avenue Resurfacing Project, in an amount not-to-exceed $1,400,000, and authorizing City Manager to execute change orders in an amount not to exceed $200,000.

FISCAL IMPACT: By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction

FUNDING AVAILABLE: Fiscal Year 2020/21 Budget:

Federal Grants (30799000.77020):	$1,645,600
Gas Tax (30299000.7702000):	$ 224,400
TOTAL:	$1,870,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
CES/JB/tc
Attachment

cc: Deputy Public Works Director/City Engineer
Public Works Management Analyst

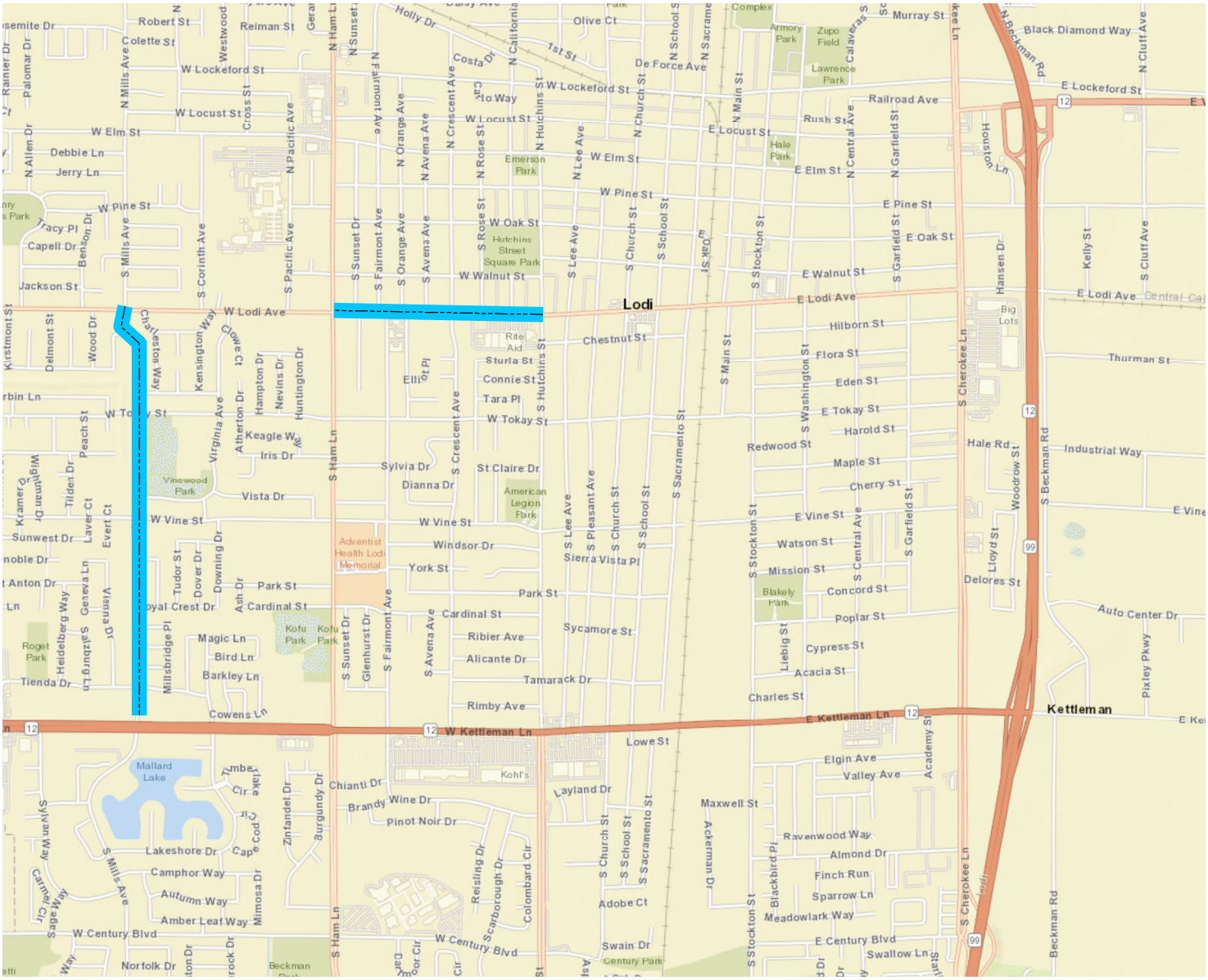
EXHIBIT A
LODI AVENUE AND MILLS AVENUE RESURFACING PROJECT
PROJECT LOCATION MAP

N
W E
S

0 0.25 0.5
Miles

Legend

Project Locations



RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING ALL BIDS; APPROVING SPECIFICATIONS;
AUTHORIZING RE-ADVERTISEMENT FOR BIDS; AUTHORIZING
THE CITY MANAGER TO AWARD CONTRACT TO LOWEST
RESPONSIVE BIDDER FOR LODI AVENUE AND MILLS AVENUE
RESURFACING PROJECT; AND AUTHORIZING THE
CITY MANAGER TO EXECUTE CHANGE ORDERS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 8, 2020, at 11:00 a.m. for Lodi Avenue and Mills Avenue Resurfacing Project, described in the plans and specifications therefore approved by the City Council on February 5, 2020; and

WHEREAS, said bids have been checked and tabulated and a report filed with the City Manager as follows:

Bidder	**Location**	**Bid**	**Above/(Below) Engineer's Estimate**
Knife River Construction	Stockton	$1,178,727.00*	($368,293.00)
Central Valley Engineering	Roseville	$1,207,111.50	($339,908.50)
Dirt Dynasty, Inc.	Farmington	$1,498,349.00	($48,671.00)
Martin Brothers Construction	Sacramento	$1,504,000.00	($43,020.00)
B&M Builders, Inc.	Rancho Cordova	$1,740,423.00	$193,703.00

***Unresponsive Bid**

WHEREAS, the bid from DSS Company dba Knife River Construction was deemed unresponsive as it did not include Receipt of Addendum No. 2; and

WHEREAS, staff then reviewed the bid documents from the lowest two responsive bidders, including (among other things) an evaluation of the Disadvantaged Business Enterprise (DBE) participation, based on Title 49 of the Code of Federal Regulation, Appendix A to Part 26 "Guidance Concerning Good Faith Efforts;" and

WHEREAS, the bid review findings were based on an investigation which concluded Central Valley Engineering could only claim DBE participation of two percent and failed to take all necessary reasonable efforts required to obtain DBE participation, as required by Title 49 and Caltrans; and

WHEREAS, if awarded to Central Valley Engineering, a bid protest may result and/or federal funding for this project ($1,656,281) could be jeopardized; and

WHEREAS, staff recommends rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing the City Manager to award the contract to lowest responsive bidder for the Lodi Avenue and Mills Avenue Resurfacing Project, in an amount not to exceed $1,400,000, and authorizing the City Manager to execute change orders in an amount not to exceed $200,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids the for Lodi Avenue and Mills Avenue Resurfacing Project; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract to the lowest responsive bidder for the Lodi Avenue and Mills Avenue Resurfacing Project, in an amount not to exceed $1,400,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders in an amount not to exceed $200,000; 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: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for Stormwater Trash Collection Project – Phase 1 (2020) to Soracco, Inc., of Lodi ($223,870), and Authorizing City Manager to Execute Change Orders ($50,000)

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding Contract for Stormwater Trash Collection Project – Phase 1 (2020) to Soracco, Inc., of Lodi, in the amount of $223,870, and authorizing City Manager to execute change orders in an amount not to exceed $50,000.

BACKGROUND INFORMATION: The project will install a trash capture device in the storm drain line in Turner Road. The device will filter any trash in the storm drain system before being discharged into Mokelumne River.

This project is in response to the State mandate requiring all trash that has made its way to the City's storm drain system be collected prior to discharging to rivers or streams. The mandate has a compliance deadline of December 2030 and Staff anticipates 10 phases in order to comply with the State's requirement. This proposed project is the first phase and covers the 60-acre drainage area of Outfall No. 2, with construction being near the intersection of Turner Road and Beckman Road (Exhibit A).

The plans and specifications for this project were approved on June 03, 2020. The City received the following four bids for this project on July 15, 2020:

Bidder	Location	Bid	Above/(Below) Engineer's Estimate
Engineer's Estimate		$282,000.00	
Soracco, Inc.	Lodi	$223,870.00	$(58,130.00)
Talus Construction, Inc.	Walnut Creek	$289,811.00	$7,811.00
Subterra Construction, Inc.	San Francisco	$385,000.00	$113,000.00
Pro Builders	Orangevale	$438,000.00	$156,000.00

Staff recommends awarding Contract for Stormwater Trash Collection Project – Phase 1 (2020) to Soracco, Inc., of Lodi, in the amount of $223,870, and authorizing City Manager to execute change orders in an amount not to exceed $50,000.

FISCAL IMPACT: This project will slightly increase annual storm drainage maintenance costs for the trash capture device. This project does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Budgeted Fiscal Year 2020/21- Wastewater Capital
PWWW-21003 (53199000.77020): $273,870

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Alice Bernardino, Assistant Engineer
CES/AB/tc
Attachments

cc: Utility Superintendent

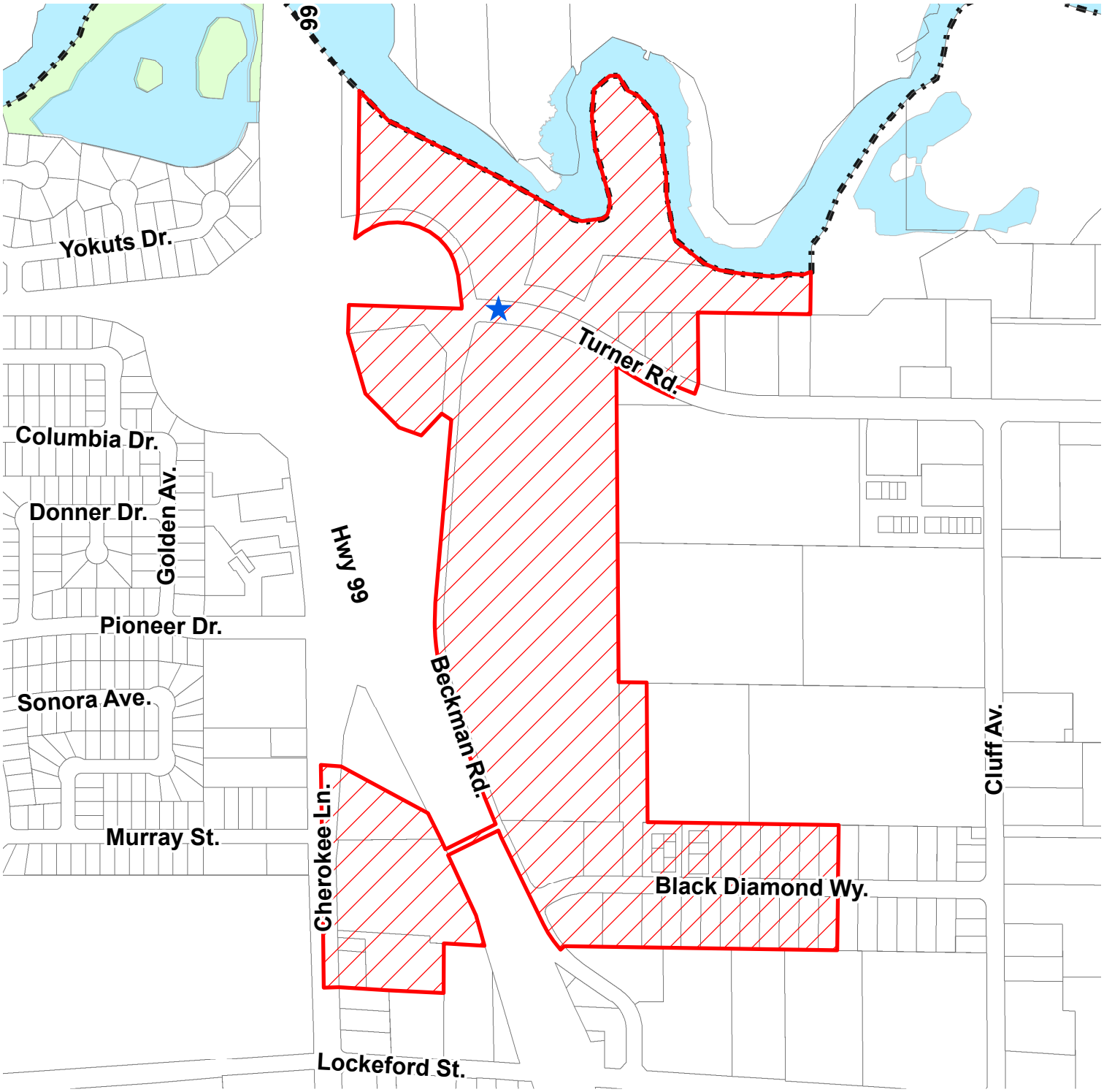
Exhibit A
Stormwater Trash Collection Project
Phase 1 (2020)

Capture Device Location

Outfall No. 2 Drainage Area

N
W E
S

0 200 400 800
Feet



CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SORACCO, INC., a California corporation, herein referred to as the "Contractor."

W I T N E S S E T H :

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 which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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 - 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.

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:

Perform the work necessary to install a pre-fabricated stormwater trash-handling unit inline of the stormdrain on Turner Road. The work also consists of temporary facilities, pavement repair and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 "Description of Bid Items" for additional information.

BID ITEMS

Item	Description	QTY	Unit	Unit Price	Total
1	Mobilization, Temporary Facilities and Demobilization	1	LS	$40,000	$40,000
2	Trash Collection Device	1	LS	$168,870	$168,870
3	Pavement Repair	1	LS	$15,000	$15,000

TOTAL BID $223,870.00

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 - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **21 CALENDAR DAYS**.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project 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.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

_____

By:_____

_____
Title

(CORPORATE SEAL)

CITY OF LODI, a municipal corporation

By:_____
STEPHEN SCHWABAUER
City Manager

Date:_____

Attest:

_____
PAMELA M. FARRIS
Assistant City Clerk

Approved As To Form:

_____
JANICE D. MAGDICH
City Attorney jdm

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT FOR STORMWATER TRASH COLLECTION PROJECT – PHASE 1 (2020) TO SORACCO, INC., OF LODI; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 15, 2020, at 11:00 a.m., for Stormwater Trash Collection Project – Phase 1 (2020), described in the plans and specifications therefore approved by the City Council on June 3, 2020; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	**Location**	**Bid**	**Above/(Below Engineer's Estimate**
Soracco, Inc.	Lodi	$223,870.00	$(58,130.00)
Talus Construction, Inc.	Walnut Creek	$289,811.00	$ 7,811.00
Subterra Construction, Inc.	San Francisco	$385,000.00	$113,000.00
Pro Builders	Orangevale	$438,000.00	$156,000.00

WHEREAS, staff recommends that the City Council award the contract for the Stormwater Trash Collection Project – Phase 1 (2020) to Soracco, Inc., of Lodi, in the amount of $223,870; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed $50,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Stormwater Trash Collection Project – Phase 1 (2020) to Soracco, Inc., of Lodi, California, in the amount of $223,870; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed $50,000; 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: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-06

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the Purchase of Ammunition from San Diego Equipment Company Inc. of San Diego, CA for Use by the Police Department ($55,936)

MEETING DATE: August 5, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution authorizing the purchase of ammunition from San Diego Equipment Company Inc. of San Diego, CA for use by the Police Department in the amount of $55,936.

BACKGROUND INFORMATION: The City of Lodi Police Department budgets approximately $60,000 per year for training and service ammunition. In the past we have processed two to four orders of ammunition per year to keep the Police Department's armory stocked. This fiscal year in order to adhere to purchasing policy and prepare for increasing wait times for ammunition, we are requesting the approval of ammunition once only.

Purchasing policy requires that the department receives council approval for purchases over $20,000. Previous fiscal years the department would process requisitions for ammunition under $20,000 multiple times per year. Adopting this resolution will better comply with the policy by getting council approval for the overall cost for the year. In addition to better complying with the purchasing policy, it is increasingly difficult to obtain ammunition in a timely matter due to an increased demand in the market. This ammunition purchase will meet our needs for the year concerning training use and if needed in the line of duty.

San Diego Police Equipment is the only factory authorized Law Enforcement Distributor in the State of California that sells and distributes large quantities of federal premium law enforcement ammunition meeting the Lodi Police Department needs.

FISCAL IMPACT: Funds for this purchase are available in the 2020/21 Measure L Safety Equipment Fund.

FUNDING AVAILABLE: Measure L Safety Equipment $55,936.02 (10332000.72306)

Andrew Keys Deputy City Manager/Internal Services Director	Sierra Brucia Chief of Police

---

APPROVED: _____
Stephen Schwabauer, City Manager

SAN DIEGO POLICE EQUIPMENT CO. INC.

DATE:	07/13/20
EXPIRES:	08/30/20
TERMS:	**NET 30**
QUOTED BY:	RYAN

QUOTE

TO:	JENELLE BAKER-BECHTHOLD	SHIP TO:	
AGENCY:	LODI PD	ATTN:	
PHONE:	209-333-6800 x6722		
FAX:		PO / REF#:	
EMAIL:	jbaker@lodi.gov	AUTH BY:	

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
100	CS/1000	FED-P9HST2	FEDERAL HST 9MM 147GR JHP	$283.05	$28,305.00
80	CS/500	FED-T223E	FEDERAL TRU .223 55GR SIERRA BTHP	$292.10	$23,368.00

NOTES: FOR DEPARTMENT PURCHASE ONLY

No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

SUBTOTAL:		$51,673.00
TAX%	0.08250	$4,263.02
FREIGHT:		$0.00
TOTAL:		**$55,936.02**

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com

Vista Outdoor
Shooting Sports
Law Enforcement Sales
2299 Snake River Avenue
Lewiston, ID 83501

www.le.vistaoutdoor.com

January 17, 2020

To Whom It May Concern:

In reference to Vista Outdoor, Law Enforcement distributors in the State of California, San Diego Police Equipment Co., Inc. in San Diego, CA, at this time is the only factory authorized Law Enforcement Distributor in the State of California for CCI-Speer and Federal Cartridge products, which includes Force on Force a section of Federal Cartridge Company which is owned by Vista Outdoor.

Presently, San Diego Police Equipment Co., Inc. is the only Law Enforcement Distributor authorized for drop shipments directly from the factory within California.

Thank you for your business and interest in our products.

Hal Price
Sr. Director of Law Enforcement,
Government and FoF Sales

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PURCHASE OF AMMUNITION FROM
SAN DIEGO EQUIPMENT COMPANY, INC., OF SAN DIEGO

==========

WHEREAS, the Lodi Police Department budgets approximately $60,000 per year for training and service ammunition; and

WHEREAS, in the past staff has processed two to four orders for ammunition per year to keep the department's armory stocked; and

WHEREAS, in order to adhere to purchasing policy and prepare for increasing wait times for ammunition, staff requests that the City Council approve a one-time per year purchase of ammunition; and

WHEREAS, San Diego Police Equipment is the only factory-authorized Law Enforcement Distributor in California that sells and distributes large quantities of federal premium law enforcement ammunition meeting the Lodi Police Department needs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the one-time per year purchase of ammunition from San Diego Equipment Company, Inc., of San Diego, California, for use by the Police Department, in the amount of $55,936; and

BE IT FURTHER RESOLVED that funds in the amount of $55,936.02 are approved for use as follows:

Measure L Safety Equipment $55,936.02 (10332000.72306 - Expense)

Date: August 5, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held August 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-07**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Ultraviolet Disinfection Parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility ($94,583)

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive bid process and purchase ultraviolet disinfection parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility, in the amount of $94,583.

BACKGROUND INFORMATION: The ultra violet (UV) system disinfects the City's tertiary treated wastewater at White Slough Water Pollution Control Facility (WSWPCF) and is regulated by the California Regional Water Quality Control Board. More than 15 years ago, the City of Lodi switched from chlorine gas to UV disinfection for safety and water quality reasons.

The UV system consists of two channels with five banks of UV lamps in each channel. Each bank contains 176 UV lamps, for a total of 1,760 lamps in the system. Regulatory requirements allow each lamp to remain in service for a maximum of 8,000 hours. There is one set of wipers for each lamp and one ballast for every two lamps. The lamps, wipers, ballasts, and additional components need to be checked daily for proper operation. Staff must regularly replace ballasts and lamps, due to either failure or service life, and wipers to maintain compliance.

This recommended purchase includes the parts and materials needed to replace the lamps, wiper mechanisms, and light bulbs in two of the 10 banks, which have reached their regulated 8,000 hour service life.

DC Frost Associates, Inc. is a sole-source vendor. Per Lodi Municipal Code, Section 3.20.070, Bidding, the bidding process may be dispensed when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand.

Staff recommends authorizing City Manager to waive bid process and purchase ultraviolet disinfection parts from DC Frost Associates, Inc., of Walnut Creek, for White Slough Water Pollution Control Facility, in the amount of $94,583.

FISCAL IMPACT: If the UV system is not properly maintained, WSWPCF may not meet discharge permit requirements, resulting in fines or penalties. This purchase does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Funds are budgeted for this purchase in WSWPCF Plant Operations (53053003) for Fiscal Year 2020/21.

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lance Roberts, Utilities Manager
CES/LR/tw
Attachment

DC Frost Associates, Inc

A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
5/26/2020	103609

Bill To

City of Lodi, CA
Accounts Payable / Financial Services
P.O. Box 3006
Lodi, CA 95241-1910

Ship To

City of Lodi/White Slough WPCP
Attn: Ken Capitanich (209-333-6800)
12751 N. Thornton Road
Lodi, CA 95242

E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
a	360	Part 302509, Lamps, GA64T6L Amalgam (pricing valid through 12/31/2020)	168.91	60,807.60T
b	180	Part 316136, Sleeve, Quartz (pricing valid through 12/31/2020)	67.45	12,141.00T
c	16	Part 917341-100, Ballast Kit, UV3+ G3 Plastic End Caps (old #915378) (pricing valid through 12/31/2020)	438.16	7,010.56T
d	1	Part 316148P, Sleeve Cup Nut (Ryton) (10 per pack)	17.60	17.60T
e	4	Part 912706, Relay Board (PDC) UV3+ RLY220-2770 VOMRON	714.00	2,856.00T
f	10	Part 914238, Module Control Board Assembly (use with Aluminum endcaps)	260.00	2,600.00T
g	3	Part 901507, Acti-Clean Gel case (4 x 4 Litre jugs) = 12 jugs	201.00	603.00T
h	2	Part 328029-004, Ribbon Cable Complete With Sockets for 4 ballasts, 97" cable length; 5 sockets	61.00	122.00T
		Sales Tax	7,108.06	7,108.06

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

DC Frost Associates, Inc
A Coombs Hopkins Company
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598

Quotation

Date	Quote #
5/26/2020	103609

Bill To

City of Lodi, CA
Accounts Payable / Financial Services
P.O. Box 3006
Lodi, CA 95241-1910

E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Ship To

City of Lodi/White Slough WPCP
Attn: Ken Capitanich (209-333-6800)
12751 N. Thornton Road
Lodi, CA 95242

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		ESTIMATED FREIGHT ONLY - ACTUAL FREIGHT CHARGES will apply and be added to all invoices. Trojan Freight Quote #4773 (Via YRC Trucking Standard Service) NOTE TO CUSTOMER: DUE TO THE PRESENT COVID-19 SITUATION, MANUFACTURER WILL NOT BE ABLE TO PROVIDE EXACT SHIPMENT DATES AND ARRIVALS - ONLY ESTIMATED DATES AND ARRIVALS WHICH CANNOT BE GUARANTEED.	1,316.31	1,316.31

Quote Prepared By: Debby Patton

Total:

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
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Date	Quote #
5/26/2020	103609

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Ship To

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Attn: Ken Capitanich (209-333-6800)
12751 N. Thornton Road
Lodi, CA 95242

E-mail: kcapitanich@lodi.gov
Phone: 209-712-3840

Model	Equipment	Project/Serial #	FOB
UV3000Plus	Trojan	510327	Factory PPA

Line	Qty	Description	Unit Price	Total
		DC FROST ASSOCIATES, INC. DOES NOT ACCEPT VERBAL ORDERS. PLEASE SIGN AND DATE THIS QUOTATION and e-mail or fax to the author of the quote along with a copy of your PO (or you can write the PO number on the signed quote). By doing this, you are authorizing your acceptance of the Quote and giving approval to place the order. Simply include any Quantity changes, Bill To and Ship To changes along with your signature and date below. SIGNATURE / DATE / PO#:	0.00	0.00
		DAMAGES/SHORTAGES: All parts arriving at the site must be inspected within (5) business days after receipt with Buyer reporting any damages/shortages. Any damaged parts must be reported to DC Frost Associates, Inc. in writing, identifying parts damaged, quantity and must include pictures of the damage.	0.00	0.00T

Quote Prepared By: Debby Patton

Total: $94,582.13

PRICES QUOTED HEREIN ARE VALID FOR 30 DAYS.
Payment Terms: Net 30
If prices quoted do not include sales or use tax, such taxes, if required, are to be paid by the Purchaser.
DCF TERMS & CONDITIONS apply on all orders (copy available upon request).

DC Frost Associates, Inc. is here for all your Service needs.

Contact Jeff Rabas @ 303-710-9426 or jeff@chcwater.com
for Service Quotes, Maintenance Agreements or Questions about your equipment

Emails:
debby@chcwater.com
blanca@chcwater.com

Phone: (800) 964-9733
Fax: (925) 947-6784

DC FROST ASSOCIATES, INC. a wholly owned subsidiary of Coombs-Hopkins
2855 Mitchell Drive, Suite 215 • Walnut Creek, CA 94598 • Phone 800-964-9733

DC Frost Associates, Inc. Standard Parts Quotation Terms & Conditions:

1. **DEFINITION:** "Seller" when used herein means **DC Frost Associates, Inc**. "Buyer" when used herein means the person, company or corporation to whom the quotation is addressed. "Parts" means those components, articles, or supplies described herein.

2. **ACCEPTANCE:** All quotations are for acceptance within the limits established therein and beyond which are subject to change without notice. If this quotation constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to the terms of this quotation.

   Any terms proposed in Buyers acceptance of this quotation which add to, vary from, or conflict with the terms hereof are hereby objected to and rejected and shall not constitute any part of any contract resulting from this quotation. Any such proposed terms shall have no force or effect and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of any contract resulting from this quotation and may be modified only by written instrument executed by the authorized representative of both parties.

3. **PRICES:** Prices for parts included in Seller's quotations are subject to the specific outline herein. All freight charges for parts is extra and will be added to all invoices. All quotations provided by Seller are valid for 30-days. After 30-days all parts must be requoted.

4. **TAXES:** Seller quotations include all applicable taxes. If tax-exempt, Buyer shall supply to the Seller a valid exemption certificate. If not exempt, Buyer shall supply all other tax information required by Seller.

5. **PAYMENT:** Payment terms are Net-30 days.

6. **INDEMNIFICATION and CERTIFICATE OF INSURANCE:** Seller will not indemnify Buyer on any parts orders. Seller will not provide a Certificate of Insurance on any parts orders.

7. **SCHEDULE:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." The Seller shall not be liable for delays due to force majeure, strikes, labor difficulties, fires, acts of government or military forces, transportation, procurement or any other cause beyond the reasonable control of the Seller. No provision for liquidated damages for any cause shall apply under this order.

8. **TITLE/RISK OF LOSS:** Title and risk of loss shall pass to the Buyer upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties.

9. **ASSIGNMENT:** Neither party shall assign or transfer this quotation without prior written consent of the other party. As a condition of any such written consent, such assignment shall be subject to the terms and conditions herein and no greater rights or remedies shall be available to the assignee.

10. **WARRANTY:** All parts warranties are through the Manufacturer. Seller does not warranty any parts. The Seller shall not be liable for any claims, losses, labor expenses or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use, parts purchased, or the other consequential loss of damage of any nature arising from any cause.

11. **CHANGES/CANCELLATION:** If the Buyer requests changes to the order, it must be done in writing, **before** the order has shipped. Once a parts order has been accepted and parts have shipped, the order cannot be cancelled.

12. **RESTOCKING FEES/ SHORTAGES/DAMAGES:** No part(s) may be returned for credit without Manufacturer's written authorization. Buyer must notify Seller, in writing, the reason for returning part(s). Seller, in turn, will notify Manufacturer in order to receive a Return Authorization Form for the Buyer to return parts. All returned parts must be securely packaged in its original packing materials and adequately insured and protected to reach Manufacturer location without damage. All shipping and freight charges shall be prepaid by the Buyer. The returned parts may be subject to a restocking charge to be determined by the Manufacturer.
    SHORTAGES/DAMAGES: All claims by the Buyer for shortages of parts must be made in writing to the Seller within five (5) business days after receipt by the Buyer.
    Any parts orders arriving at the site damaged must be reported to Seller, in writing and including pictures of the damage, within five (5) business days after receipt by the Buyer.

Updated 4/2020 **Accepted By: Sign/Date**_____

Approved as to form
_____
City Attorney

Tosha Wiman

Subject: FW: City of Lodi - terms and conditions request (#510327) - DC Frost Quote #103609

From: Debby Patton [mailto:debby@chcwater.com]
Sent: Tuesday, July 07, 2020 9:35 AM
To: Tosha Wiman
Cc: Blanca Ruiz-Mercado; Jeff Rabas
Subject: Re: City of Lodi - terms and conditions request (#510327) - DC Frost Quote #103609

Good morning Tosha,

Of course we will be happy to keep pricing valid through 8/30/2020. I put a note in our file as a reminder to the rest of our team.

Please let me know if I can be of further assistance. Thank you.

Debby Patton

Denver Branch Office
DC Frost Associates, Inc.
a subsidiary of The Coombs-Hopkins Company
Corporate Address:
2855 Mitchell Drive, Suite 215
Walnut Creek, CA 94598
Toll Free: 800-964-9733
Direct: 720-943-2995
Email: debby@chcwater.com

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO WAIVE BID PROCESS
AND PURCHASE ULTRAVIOLET DISINFECTION PARTS FROM
DC FROST ASSOCIATES, INC., OF WALNUT CREEK FOR WHITE
SLOUGH WATER POLLUTION CONTROL FACILITY

==========

WHEREAS, White Slough Water Pollution Control Facility uses ultraviolet (UV) system functions as a disinfectant for the tertiary treated wastewater, as directed by the California Regional Water Quality Control Board; and

WHEREAS, the UV system is complex, requiring annual operational costs for parts, equipment replacement, and continuous staff hours to maintain; and

WHEREAS, per Lodi Municipal Code §3.20.070, the bidding process may be dispensed with when the commodity can be obtained from only one vendor, due to need for branded replacement parts or supplies for equipment of like brand; and

WHEREAS, staff recommends authorizing the City Manager to sole-source purchase UV disinfection parts for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek, in the amount of $94,583.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to waive the bidding process per Lodi Municipal Code Section 3.20.070, and sole-source purchase UV disinfection parts for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek, California, in the amount of $94,583; 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: August 5, 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 August 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for Municipal Advisory Services, Extending the Contract for Two Years, and Adding Continuing Disclosure Consulting Services for All City Debt Issuances for a Total Not to Exceed Amount of $5,000 for the Added Services

MEETING DATE: August 5, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for Municipal Advisory Services, extending the contract for two years, and adding Continuing Disclosure Consulting Services for all City debt issuances for a total not to exceed amount of $5,000 for the added services.

BACKGROUND INFORMATION: The City has used Fieldman, Rolapp & Associates (FRA) as its Municipal (Financial) Advisor since August 2017. FRA was selected by the City through a competitive procurement process. In 2017, FRA assisted the City in a $7.7 million private placement Installment Purchase Agreement refunding of outstanding Wastewater bonds. In 2018, FRA assisted the City in a $41.6 million refunding of the City's outstanding Electric System revenue bonds. In 2020, despite the challenges of the COVID-19 pandemic and its impacts on global financial markets, FRA assisted the City in a successful $25.3 million refunding of the City's Water Revenue bonds. These transactions combined have saved the City ratepayers hundreds of thousands of dollars annually for the next decade or more.

The initial contract with FRA has an expiration date of August 16, 2020, with an option to extend for two years. Staff recommends extending the contract for two years through August 2022 due to FRA's professionalism, proactive approach, and ability to navigate and advise the City through difficult circumstances. During this period of time, it is anticipated the City will have at least one additional refunding opportunity when the City's outstanding 2012 Lease Revenue Bonds become callable in the spring of 2022.

Also included in this amendment is the addition of Continuing Disclosure Consulting Services (CDCS). City staff has performed CDCS services historically for Lodi. Continuing Disclosure continues to increase in complexity as additional rules from multiple agencies are added each year. The particular presentation of information is in ways unique to City staff and differs from typical budget or CAFR presentations. Consequences of failure to disclosure properly or timely could have impacts on the City's credit rating. FRA is uniquely positioned to assist the City with CDCS due to its familiarity with the City's debt structure as the City's Municipal Advisor, and its familiarity with Continuing Disclosure obligations and requirements.

FRA has a long history of providing quality services to California cities including quantitative analyses, policy development, capital planning and public finance transaction methods, including utility enterprise

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APPROVED: _____
Stephen Schwabauer, City Manager

backed financings. FRA is a California based firm with the size to meet Lodi's diverse needs. Lodi will have four experienced FRA staff members dedicated to monitoring the City's needs. The firm has been in business providing Municipal Advisory services since 1966. FRA's fee structure remains competitive and transaction based. For Municipal advisory services, FRA is only paid on a contingent task order basis if the City successfully issues bonds.

Should staff determine a debt issuance is necessary, either a refunding or new money issue, the City Manager would enter into a task order with FRA based on the rates in Exhibit B. The City Manager, and Deputy City Manager acting as the Finance Director, will also have the authority to authorize task orders for special projects not related to a specific debt issuance within their respective purchasing authority outlined in the City's Municipal Code.

FISCAL IMPACT: Costs for Municipal Advisory services are primarily paid out of bond proceeds and do not have a direct financial impact on the City's budget. On call services will be paid out of the respective budgets of the benefiting funds and will only be activated as needed. Costs for Continuing Disclosure Consulting Services will be paid out of existing Fiscal Year 2020/21 appropriations.

FUNDING AVAILABLE: Funding for future services provided by FRA will be from respective bond proceeds or paid out of benefitting funds based on approved budgets.

_____

Andrew Keys
Deputy City Manager/Internal Services Director

AMENDMENT NO. 1

FIELDMAN, ROLAPP & ASSOCIATES, INC.
FINANCIAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this ____ day of August, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and FIELDMAN, ROLAPP & ASSOCIATES, INC. (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 16, 2017, (Agreement) attached hereto as Exhibit 2 and made a part hereof; and

2. WHEREAS, CITY requests to amend said Agreement to expand the Scope of Services as set forth in Exhibit 1, attached hereto and made a part hereof; and

3. WHEREAS, CITY requests to increase the annual cost paid to contractor by an amount not to exceed $5,000 for the services included in Exhibit 1 only, and further requests to extend the term of the Agreement to and including August 22, 2022; and

4. WHEREAS, CONTRACTOR and CITY agree that services for municipal financings and other on call financial services covered under the scope of the Agreement will be subject to the terms and conditions outlined in the terms and conditions of the Agreement, and will be executed by task order on a per issuance or as needed basis. CONTRACTOR agrees that it will not begin work on any task without signed authorization from the City Manager; and

5. WHEREAS, CONTRACTOR agrees to the amendments set forth above.

NOW, THEREFORE, the parties agree to amend the Scope of Services of the Agreement and increase the fees paid by $5,000.00, as set forth in Exhibit 1, and extend the term of the Agreement to and including August 22, 2022.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 2020.

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

_____
STEPHEN SCHWABAUER
City Manager

FIELDMAN, ROLAPP & ASSOCIATES, INC
hereinabove called "CONTRACTOR"

_____
ANNA SARABIAN
Principal

Attest:

_____
PAMELA FARRIS

Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

Exhibit 1

applied best practices

City of Lodi

Scope of Services and Fee Proposal

for Continuing Disclosure Consulting Services

July 1, 2020

19900 MacArthur Blvd., Suite 1100 ◆ Irvine, CA 92612 ◆ phone: 949.660.7300 ◆ fax: 949.474.8773 ◆ www.fieldman.com

Introduction

Applied Best Practices ("ABP") has assisted public agencies, non-profit entities and law firms with after-market municipal debt issuance processes and evaluations since 2008. ABP's services are designed to assist in fulfilling and documenting continuing disclosure obligations and to provide the "best practices" in after-market disclosure management. ABP's continuing disclosure services include:

Annual Filings

- ✓ Preparation and filing of continuing disclosure annual reports;
- ✓ Review and filing of client prepared continuing disclosure annual reports;
- ✓ Preparation and filing of rating change event notices;
- ✓ Year-round credit rating monitoring.

Continuing Disclosure Review

- ✓ Verification of timing and content of past continuing disclosure filings and summarized in easy follow format;
- ✓ Revision and/or remediation of prior continuing disclosure filings.

CDIAC Annual Filings

- ✓ Preparation and filing of Annual Debt Transparency Reports in connection with California SB 1029;
- ✓ Preparation and filing of Marks-Roos Yearly Fiscal Status Reports in connection with the Marks-Roos Bond Pooling Act of 1985, as amended.

ABP works with cities and finance teams throughout the nation in compliance under the requirements of Rule 15c2-12. With our unique background in municipal financial advisory services and our expertise in continuing disclosure, we can provide an incomparably detailed and comprehensive product.

The following is a detailed description of continuing disclosure compliances services that ABP can offer to the City of Lodi (the "City").

Scope of Services

The following is a detailed description of continuing disclosure services that ABP can offer to the City.

Dissemination Services of Continuing Disclosure Annual Report

ABP can provide straight dissemination services of continuing disclosure annual reports to the EMMA Dataport. Such services for the dissemination of continuing disclosure annual reports include, but are not limited to the following steps:

✓ Upon receipt of a continuing disclosure annual report, ABP will:

(i) receive from the City the continuing disclosure annual report and audited financial statements of the City;

(ii) submit the continuing disclosure annual report and audited financial statements of the City, with the EMMA Dataport; and

(iii) provide confirmation receipts of each submittal to the City.

UNDER THIS SERVICE ARRANGEMENT, ABP IS NOT RESPONSIBLE FOR PREPARATION OR CONTENT OF THE CONTINUING DISCLOSURE ANNUAL REPORT, AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

Continuing Disclosure Compliance Review Services

ABP can assist the City with reviewing its compliance with its continuing disclosure covenants. Such services shall include, but not limited to:

- ✓ Identify all of the debt issuances of the City (the "Transactions") outstanding during the last five fiscal years (the "Continuing Disclosure Filing Cycles") with continuing disclosure reporting requirements.
- ✓ Obtain electronic copies of the Official Statements for all the Transactions.
- ✓ Identify and review continuing disclosure requirements and only rating change event notices (including ratings of the City, bond insurers and credit facility providers), for each of the Transactions.
- ✓ Research and locate continuing disclosure filings made during Continuing Disclosure Filing Cycles based on the following data sources:
  a. MSRB – EMMA,
  b. Bloomberg LP,
  c. TM3 – Interactive Data.
- ✓ For each Transaction, enter information into a worksheet identifying the submittal date of the continuing disclosure filings and the content requirements of the continuing disclosure filings.

- ✓ Prepare a report (the "Report"):
- ✓ Outline our findings from each worksheet.
- ✓ For each rated Transaction, provide a chronological history of all rating changes (including ratings of the City, bond insurers and credit facility providers), whether an event notice was submitted for such rating change and how many days after such event was a notice submitted.
- ✓ Provide suggestive make-up filings with regards to continuing disclosure annual reports and/or event notices limited to rating changes (including the City and bond insurer).
- ✓ Participate in discussions with the City and others regarding the Report.
- ✓ Assist in drafting any required make-up continuing disclosure filings and notices.

Termination of Reporting Obligation Notices

ABP can assist the City with the preparation and filing of termination of reporting obligation notices based upon the full redemption of any Debt Obligation. Such services include, but are not limited to the following steps:

- ✓ Assist in assembling the termination of reporting obligation notice into a final form; and
- ✓ Submit the termination of reporting obligation notice through the EMMA Dataport.

CDIAC Annual Reporting

ABP can assist the City in connection with the preparation and filing of the CDIAC Annual Debt Transparency Report ("ADTR") as required by California Senate Bill 1029, Government Code Section 8855(k) and with the preparation and filing of the CDIAC Authority or Local Obligor Marks-Roos Yearly Fiscal Status Report ("YFSR") as required by the Marks-Roos Local Bond Pooling Act of 1985, as amended (Section 6584 et seq.), Government Code Section 6599.1(b). Such services shall include, but are not limited to:

- ✓ Determine the City's outstanding debt obligations that require an ADTR and/or YFSR filing and obtain the respective CDIAC ID number for each issue;
- ✓ Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the ADTR and/or YFSR;
- ✓ Review and supplement any information, in addition to the information required by the ADTR and/or YFSR, which might be necessary;
- ✓ Format or assist in formatting such material into a final form for the ADTR and/or YFSR; and

- ✓ Submit the ADTR and/or YFSR through CDIAC and provide a certificate of such submission(s) to the City.

Additional annual CDIAC filings may be added to this scope upon specific request.

Pricing and Fees

The following outlines our current pricing for each of the continuing disclosure compliance services described herein.

Straight Dissemination Services of Continuing Disclosure Annual Report

ABP's fee for straight dissemination services of all continuing disclosure annual reports is $750 per year.

Continuing Disclosure Compliance Review Services

ABP's fee for the preparation of a continuing disclosure compliance review is initially $3,000 per year. Subsequent updates, such as in connection with multiple bond financings, within a single year period will be billed at hourly rates.

Preparation and Filing of Termination of Reporting Obligation Notices

ABP's fee for preparation and filing of Rating Notices and Termination of Reporting Obligation Notices is $300 per notice.

CDIAC Annual Reporting

ABP's fee for the completion and filling of the ADTR and/or YFSR is $500 per year, *per bond issue*[1]. ABP will not bill any expense charges to the City in connection with ADTR and/or YFSR filings unless future fees are imposed on the ADTR and/or YFSR filing process by CDIAC.

[1] Based on the assignment of a CDIAC ID number. Although some bond issues are combined in one official statement, for reporting purposes, if more than one CDIAC ID number is assigned the fee will be applicable per CDIAC ID number.

Hourly Rates

The table below reflects ABP's current hourly rates.

Personnel	Hourly Rate
Executive Officer	$370.00
Principal	$340.00
Executive/Senior Vice President	$325.00
Vice President	$270.00
Assistant Vice President	$230.00
Senior Associate	$195.00
Associate	$175.00
Analyst	$110.00
Administrative Assistant	$85.00
Clerical	$50.00

Expenses

Expenses will be billed for separately and will cover, among other things, travel, overnight courier and computer charges. Costs of preparing, printing, or distributing disclosure materials or related matters and financial, demographic and/or tax data from outside vendors, may also be billed through to the City upon prior authorization.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on Aug 22, 2017, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Fieldman, Rolapp & Associates, 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 Municipal Advisory Services (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 16, 2017 and terminates upon the completion of the Scope of Services or on August 16, 2020, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) two (2)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph; all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

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

Prior to each task, CONTRACTOR shall enter into a task order with the CITY. If such task order is to provide general advisory services related to a specific market transaction (hereinafter "DEAL"), CONTRACTOR shall be compensated on a contingency basis for that transaction based on the formulas provided in the Fee Proposal for the specific type of DEAL. If the DEAL is unique, CONTRACTOR and CITY shall negotiate a reasonable method of contingent compensation for CONTRACTOR related to that transaction. Contingency compensation to CONTRACTOR shall be based on a successful DEAL closing. Compensation for DEAL related work shall be due and payable upon a successful DEAL closing and shall be paid only out of proceeds from the DEAL.

If the task order is not related to a specific DEAL, 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: Andrew Keys

To CONTRACTOR: Fieldman, Rolapp & Associates, Inc.
19900 MacArthur Blvd. #1100
Irvine, CA 92612-2445

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.

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

By: _____

FIELDMAN, ROLAPP & ASSOCIATES, INC.

By: _____
Name: THOMAS G. JOHNSEN
Title: Principal

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – MSRB Rule G-42 Disclosure
Exhibit E – Task Order Number One

Funding Source: _____

(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT A

Scope of Services

A. General Services.

Upon completion of a task order executed by the City Manager and the Contractor, the Contractor shall perform all the duties and services described in Agreement and shall provide such other services as it deems necessary or advisable to accomplish any transaction specified in an authorized Task Order (the "Project"), as previously determined by the City, consistent with the standards and practice of professional municipal advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Contractor, expand this Agreement to include Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this Exhibit A and are subject to compensation described in Exhibit B to this Agreement.

B. Transaction Services.

The Contractor shall assume primary responsibility for assisting the City in coordinating the execution of the Project. Insofar as the Contractor is providing Services which are rendered only to the City the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the City's financing flexibility and capital market access. The Contractor's proposed Transaction Services may include the following:

- Document the Financing Timetable
- Review the Official Statement, both preliminary and final
- Monitor the Transaction Process
- Procure and Coordinate Additional Service Providers, if necessary
- Provide Financial Advice to the City Related to Financing Documents
- Compute Sizing and Implement Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Document the Financing Timetable.

The Contractor shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses. Contractor will also prepare and update, as needed, an Interested Parties List.

2. Monitor the Transaction Process.

The Contractor shall have responsibility for the successful implementation of the financing strategy and timetable adopted for the Project. The Contractor shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Contractor shall coordinate and monitor the activities of all parties engaged in the financing transaction.

3. Review the Official Statement.

The Contractor shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards.

4. Procure and Coordinate Additional Service Providers.

The Contractor may act as the City's representative in procuring the services of fiscal agents or bank trustees, escrow verification agents, appraisers, title insurance or other professionals, at City direction.

5. Provide Financial Advice to the City Relating to Financing Documents.

The Contractor shall assist the bond counsel and/or other legal advisors by reviewing the respective financing resolutions, notices and other legal documents. In this regard, the Contractor shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure issues relating to the Project, it being specifically understood however that the Contractor's services shall in no manner be construed as the Contractor engaging in the practice of law.

6. Compute Sizing and Implement Structure of Debt Issue.

The Contractor shall work with the City's staff, bond counsel and other professionals of the City to implement a financing structure for the Project that is consistent with the City's plans and objectives, that coordinates the transaction with other outstanding issues, that reflects current conditions in the capital markets and is consistent with any prior agreements about the Project between the City and any third parties.

7. Plan and Schedule Rating Agency Presentation and Investor Briefings.

The Contractor shall develop a plan for presenting the financing program to the rating agencies and the investor community. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

8. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Contractor will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

9. Recommend Award of Debt Issuance.

Based upon activities outlined above, the Contractor will recommend accepting or rejecting offers to purchase the debt issue. If, City elects to award the debt issue related to the Project, the Contractor will instruct all parties and help facilitate the actions required to formally consummate the award.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Contractor shall provide summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Contractor shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Contact potential bidders
- Coordinate bid opening with City officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Contractor shall perform an evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt.

This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined above, the Contractor will recommend accepting or rejecting offers to purchase the debt issue. If, City elects to award the debt issue related to the Project, the Contractor will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Contractor shall assist in arranging for the closing of the financing. The Contractor shall assist bond counsel for such arrangements as they are required, including signing and final delivery of the securities and settlement of the costs of issuance.

EXHIBIT B

Method of Compensation

Part 1 Transaction Based Compensation.

For services referenced in the Scope of Services for all transaction types, the Consultant will be compensated as described in the table below for a negotiated or competitive public sale of securities:

Transaction Size			Contingent Fee
$1	to	$10,000,000	$32,500
$10,000,001	to	$20,000,000	$39,500
$20,000,001	to	$30,000,000	$45,000
$30,000,001	to	$50,000,000	$50,500
$50,000,001		and above	to be negotiated

For a private placement of debt, the above Transaction Based Fee will be charged at 80% of that listed above.

Payment of compensation earned by Consultant shall be continent on, and payable at the closing of the debt issue(s) undertaken to finance the Project.

Part 2 Hourly Compensation.

For Additional Services referenced in Exhibit A of this Agreement, including Services performed prior to the adoption by City Council, the Contractor will be compensated at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

Personnel	Hourly Rate
Executive Officer	$345.00
Principal	$315.00
Principal/Senior Vice President	$295.00
Vice President	$245.00
Assistant Vice President	$210.00
Senior Associate	$165.00
Associate	$140.00
Analyst	$95.00
Administrative Assistant	$75.00
Clerical	$45.00

Hourly Compensation will be billed on a monthly basis.

Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City

upon prior authorization. Additionally, a surcharge of 6% of the compensation amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

Limiting Terms and Conditions

The above compensation is based on completion of work orders within six months of the City's authorization to proceed, and assumes that the City will provide all necessary information in a timely manner.

The fee referenced in Part 1 above, presumes attendance at up to three (3) meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, travel to and attendance at more than 3 meetings may be charged at our normal hourly rates referenced above.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of the Project for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receiving notification of such termination at the standard hourly rates shown above, subject to a maximum charge of $ 0.

EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY
   $2,000,000 Each Occurrence
   $4,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Combined Single Limit
   Such insurance 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.

3. PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS
   $2,000,000 Each Occurrence

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 Contractor; whichever is greater.

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.).

A copy of the certificate(s) 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, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Contractor'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.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) 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.

(c) 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.

Insurance Requirements for Contractor (continued)

(d) 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 Contractor 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. 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 workers 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 St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR
BY AND BETWEEN
THE CITY OF LODI
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC.

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to all material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. With respect to all aspects of the relationship between Contractor and the City, Contractor adheres to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. The duty of loyalty obligates Contractor to deal honestly and with the utmost good faith with the City and to act in the City's best interest without regard to any interest Contractor has or may have. Contractor has a wide range of clients so our success and profitability are not dependent on maximizing short-term revenue generated from individual recommendations to our clients but is instead dependent on long-term profitability based on a foundation of integrity, quality and adherence to our fiduciary duty. Furthermore, Contractor's supervisory structure provides strong safeguards against individual representatives of Contractor violating their duty due to personal interests.

Contractor makes the following representations to the City with regard to the Services:

A. Other than the compensation described in this Disclosure Statement, we have no other interest, direct or indirect, that would interfere with or impair in any matter or degree the performance of our obligations. During our work on the Services, we do not intend to acquire or obtain any such interest, direct or indirect. If any such interest is acquired or obtained, we will immediately advise the City.

B. We have not provided any gift or consideration to any officer, employee or agent of the City to either obtain the Agreement or any assignment from the City, including the Services. Neither our firm, nor its officers or employees will provide any such gift or consideration to any officer, employee or agent of the City to influence decisions with regard the Services or our obligations under the Agreement.

C. Our compensation for the Services is based on the size of the Project and is contingent on the completion of the Project. While this form of compensation is customary in the market for financial services to municipal entities, this may present conflict of interest as we would have an incentive to recommend to the City the Project even if it is unnecessary or provides insufficient benefit or advise the City to increase the size of the Project. This potential conflict is mitigated by Consultant's fiduciary duty to the City.

Information Regarding Legal Events and Disciplinary Actions

MSRB Rule G-42 requires that municipal advisors provide their clients disclosures of legal or disciplinary events material to the evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Contractor sets out required disclosures and related information below:

A. There are no legal or disciplinary events material to the City's evaluation of Contractor or the integrity of Contractor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I with the Securities and Exchange Commission (the "SEC").

Contractor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001612429

EXHIBIT E

TASK ORDER NUMBER ONE
TO
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR
BY AND BETWEEN
THE CITY OF LODI
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC.

The City has, previous to the Contractor's selection and engagement, determined to sell bonds refunding outstanding Series 2007 A Wastewater Bonds via a private placement (the "Project") to Farmers & Merchants Bank (the "Bank).

The City of Lodi (the "City") and Fieldman Rolapp & Associates, Inc. (the "Contractor"), execute this Task Order Number 1 (the "Task Order") authorizing the Contractor to perform services for the City. The scope of this task order shall include Transaction Based Services specific to a private placement within Exhibit A of the original contract to execute through a private placement transaction the refunding of the City's outstanding Wastewater System Revenue Certificate of Participation 2007 Series A (the "Transaction").These activities are specified below. The City shall compensate the Contractor based upon the formula defined in Exhibit B of the original agreement. The total compensation for this task order for Transaction Based Services shall be twenty six thousand dollars ($26,000) payable upon a successful closing of the Transaction. Should a different transaction method be selected, the City agrees to modify total compensation as provided in Exhibit B.

This agreement is entered with the Contractor having advanced knowledge that the City has elected to pursue a private placement. It is noted that this selection was made in advance of the City engaging the Consultant on the Transaction and the Consultant had no role in advising the City to select this mechanism or in selecting the Bank as the funding institution on the Transaction.

Determination of the par amount of the Project is not based on any advice or recommendation of the Contractor but will be determined by the cost of issuance, cost to redeem the bonds to be refunded and establishment of an escrow sufficient to redeem the outstanding bonds.

_____
STEPHEN SCHWABAUER
City Manager

By: _____
Name:
Title:

• Document the Financing Timetable • Monitor the Transaction Process • Procure and Coordinate Additional Service Providers, if necessary • Provide Financial Advice to the City • Document the Financing Timetable • Monitor the Transaction Process • Procure and Coordinate Additional Service Providers, if necessary • Provide Financial Advice to the City Related to Financing Documents • Compute Sizing and Implement Structure of the Debt Issue • Recommend Award of Debt Issuance • Provide Pre-Closing and Closing Assistance

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT
NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH
FIELDMAN, ROLAPP & ASSOCIATES, OF IRVINE, FOR MUNCIPAL
ADVISORY SERVICES, EXTENDING THE CONTRACT FOR TWO
YEARS, AND ADDING CONTINUING DISCLOSURE CONSULTING
SERVICES FOR ALL CITY DEBT ISSUANCES

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WHEREAS, the City contracted with Fieldman, Rolapp & Associates (FRA) in August 2017 to perform Municipal Advisory Services; and

WHEREAS, FRA has assisted the City with three refundings, saving hundreds of thousands of dollars per year for Lodi residents; and

WHEREAS, the three transactions varied in structure, utility, and complexity given external market circumstances, allowing FRA to show the City its diverse skills and ability to react quickly and effectively to challenging circumstances, all while keeping the City's best interest at heart; and

WHEREAS, FRA is able to provide low-cost and efficient Continuing Disclosure Consulting Services to the City of Lodi to ensure the City remains compliant with all current Continuing Disclosure obligations for all outstanding debt issuances; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates, of Irvine, for Municipal Advisory Services, extending the contract for two years through August 22, 2022, and adding continuing disclosure services for all City debt issuances, for a total not-to-exceed amount of $5,000 for the added services.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Fieldman, Rolapp & Associates of Irvine, California, for Municipal Advisory Services, extending the contract for two years through August 22, 2022, and adding Continuing Disclosure Consulting Services for all City debt issuances, for a total not-to-exceed amount of $5,000 for the added services.

Dated: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-09**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Lodi, Mokelumne Rural Fire District, , and Liberty Fire District for the Purpose of Receiving, Administering, and Accounting of the California Office of Traffic Safety Grant Funds to Support Regional Collision Response and Extrication Improvement

MEETING DATE: August 5, 2020

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District for the purpose of receiving, administering, and accounting of the California Office of Traffic Safety grant funds to support regional collision response and extrication improvement.

BACKGROUND INFORMATION: The purpose of the MOU is to clearly identify the roles and responsibilities of each party thereto as they relate to the State of California Office of Traffic Safety (OTS) Grant No. EM21014 known as the "Regional Collision Response and Extrication Improvement Program (OTS Grant)". The MOU is intended to establish a list and description of equipment to be purchased with OTS Grant funds, provide an explanation of the submission of data collection and quarterly reporting, provide for the responsibility of maintaining the equipment, and provide for the yearly reporting of fair market value of the equipment.

The OTS Grant funds will be expended by Mokelumne Rural Fire District, as the lead agency for the OTS Grant, to purchase equipment for each of the parties to the MOU to assist with regional collision response and extrication. The regional fire departments/districts benefiting from the OTS Grant are the parties to the MOU.

Equipment to be purchased includes three (3) Edraulic Extrication System used for vehicle extrications (one for each fire agency).

The term of the MOU is from October 1, 2020 through September 30, 2021. The parties shall not be liable for any costs or expenses incurred by any other party as the result of the MOU, including but not limited to, the cost of training and equipment except as specifically set forth in the MOU.

Staff recommends that the City Council authorize the City Manager to execute the Memorandum of Understanding between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District.

FISCAL IMPACT: There is no cost to the City.

APPROVED: _____

Stephen Schwabauer, City Manager

FUNDING AVAILABLE: OTS Grant

_____
Gene Stoddart, Fire Chief

Attachment

MEMORANDUM OF UNDERSTANDING

FOR REGIONAL COLLISION RESPONSE AND EXTRICATION IMPROVEMENT

PROGRAM State of California - Office of Traffic Safety Grant

(October 1, 2020 - September 30, 2021)

I. Declaration

This Memorandum of Understanding ("MOU"), is entered into and effective as of October 1, 2020, by and between Mokelumne Rural Fire District ("Mokelumne Fire"), City of Lodi ("Lodi"), and Liberty Fire District ("Liberty FD") (collectively referred to as "Parties"), for the purpose of receiving, administering, and accounting available California Office of Traffic Safety grant funds to support regional collision response and extrication improvement. Distributed funds can only be used for collision response and extrication training and equipment expenses incurred by the Parties.

II. Purpose

(a) The purpose of this MOU is to clearly identify the roles and responsibilities of each party hereto as they relate to the State of California Office of Traffic Safety ("OTS") Grant Number EM21014 known as the "Regional Collision Response and Extrication Improvement Program" (the "OTS Grant"). This MOU is intended to: (i) establish a list and description of equipment to be purchased with OTS Grant funds; (ii) provide an explanation of the submission of data collection and quarterly reporting; (iii) provide for the responsibility of maintaining the equipment; and (iv) provide for the yearly reporting of fair market value of the equipment.

(b) The OTS Grant funds will be expended by Mokelumne Fire, as the lead agency for the OTS Grant, to purchase equipment for the Parties to assist with regional collision response and extrication. The regional fire departments/districts benefiting from the OTS Grant are the Parties to this MOU.

III. Duties and Responsibilities

(a) Mokelumne Fire, as the lead agency for the OTS Grant, shall undertake the following activities: (i) purchase the equipment described in Exhibit A, attached hereto and made a part hereof, with OTS Grant funds (the "Equipment") and deliver the same to each of the Parties; (ii) file all claims and quarterly reports as may be required by the OTS; (iii) file the final report with OTS; and (iv) complete and submit the final OTS Grant report, along with any all documentation requested by OTS. Further, Mokelumne Fire agrees that it will comply with all of the terms and conditions of the

Grant Agreement (Grant No. EM21014), attached hereto as Exhibit Band made a part hereof.

(b) Each of the Parties, as recipients under the OTS Grant, shall undertake the following activities: (i) train the appropriate employees of their respective agency in the use of the Equipment; (ii) provide data on usage of the Equipment to Mokelumne Fire as requested; (iii) complete at least one (1) public demonstration or public showing (e.g. a public safety fair, open house, ect.) of the Equipment no later than March 31, 2021; and (iv) maintain the Equipment for the life of the OTS Grant and for the useful life of the Equipment, including preventative maintenance, and notify Mokelumne Fire in the event of any loss or damage to the Equipment.

IV. General Provisions

a. Term. The term of this MOU shall be from October 1, 2020 through and including September 30, 2021.

b. Costs. The Parties shall not be liable for any costs or expenses incurred by any other party as the result of this MOU, including but not limited to, the cost of training and equipment except as specifically set forth herein.

c. Mutual Indemnification. Each party hereto agrees to indemnify, defend, and hold harmless the other party, its elected and appointed officials, officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting from any person, firm, or corporation from damages, injuries, or death incurred by reason of any act or failure to act by any party hereto or its elected and appointed officials, officers, agents, and employees in connection with the performance of this MOU.

d. Applicable Law. This MOU shall be governed by the laws of the State of California.

e. Severability. The invalidity in whole or in part of any provisions of this MOU shall not void or affect the validity of any other provision of this MOU.

f. Captions. The captions of the sections and subsections of this MOU are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

g. Entire Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreement, either written or oral. This MOU may be amended only by written instrument signed by all of the Parties.

V. Notice

Any written notice to be given to the Parties in connection with this MOU may be affected by personal delivery or by prepaid overnight or certified mail and shall be considered effectively tendered upon actual receipt by the party. Mailed notices shall be addressed as set forth below:

Mokelumne Fire:	Chief Frank Ramirez Mokelumne Rural Fire District 13157 E. Brandt Road Lockeford, CA 95237
Lodi:	Chief Gene Stoddart Lodi Fire Department 21O West Elm Street Lodi, CA 95240
Liberty FD:	Chief Stan Seifert Liberty Fire District 24124 N Bruella Rd Acampo, CA 95220

VI. Counterparts and Authority to Sign

The Parties agree that this MOU may be executed in counterparts each of which is deemed an original, and all such counterparts constitute one and the same agreement.

The undersigned hereby represent and warrant that they are authorized by the party they purport to represent to execute this MOU.

IN WITNESS WHEROF the Parties listed above, first being duly authorized, have executed this MOU as of the date and year stated herein.

MOKELUMNE RURAL FIRE DISTRICT

Dated: _____ By: _____

FRANK RAMIREZ
Fire Chief

(Signatures continued)

CITY OF LODI, a municipal corporation

Dated: _____ By: _____
STEPHEN SCHWABAUER
City Manager

Approved as to form:

JANICE D. MAGDICH
City Attorney, City of Lodi

By: _____

ATTEST:

_____
JENNIFER CUSMIR
City Clerk

LIBERTY FIRE DISTRICT

Dated: _____ By: _____

Name: _____

Title: _____

MEMORANDUM OF UNDERSTANDING

FOR REGIONAL COLLISION RESONSE AND EXTRICATION IMPROVEMENT PROGRAM

Exhibit A

Equipment

One (3) Edraulic Extrication Systems Each system is comprised of:1 Cutter, #1 110v Charger and 2 EXL Batteries
1 Spreader, #1 110v Charger and 2 EXL Batteries
1 Ram, #1 110v Charger and 2 EXL Batteries

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORADUM OF UNDERSTANDING BETWEEN CITY OF LODI, MOKELUMNE RURAL FIRE DISTRICT, AND LIBERTY FIRE DISTRICT FOR THE PURPOSE OF RECEIVING, ADMINISTERING, AND ACCOUNTING OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDS TO SUPPORT REGIONAL COLLISION RESPONSE AND EXTRICATION IMPROVEMENT

==========

WHEREAS, the City of Lodi is a public agency located in the County of San Joaquin, State of California; and

WHEREAS, Office of Traffic Safety (OTS) Grant funds will be expended by Mokelumne Rural Fire District, as the lead agency for the OTS Grant, to purchase equipment for each of the parties to the MOU to assist with regional collision response and extrication; and

WHEREAS, the purpose of the MOU is to clearly identify the roles and responsibilities of each party thereto as they relate to OTS Grant No. EM21014; and

WHEREAS, the MOU is intended to establish a list and description of equipment to be purchased with OTS Grant funds, provide an explanation of the submission of data collection and quarterly reporting, provide for the responsibility of maintaining the equipment, and provide for the yearly reporting of fair market value of the equipment; and

WHEREAS, as a recipient, the City will receive one (1) Edraulic Extrication System; and

WHEREAS, the term of the agreement is effective October 1, 2020 through September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Memorandum of Understanding between the City of Lodi, Mokelumne Rural Fire District, and Liberty Fire District for the purpose of receiving, administering, and accounting of the California Office of Traffic Safety grant funds to support regional collision response and extrication improvement; 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: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for Regulatory Engineering Services at White Slough Water Pollution Control Facility ($193,700)

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for regulatory engineering services at White Slough Water Pollution Control Facility, in the amount of $193,700.

BACKGROUND INFORMATION: On January 13, 1999, City Council executed a Master Services Agreement with West Yost & Associates, Inc. (West Yost) for consulting services and implementation of the City's National Pollutant Discharge Elimination System (NPDES) permit. The scope of work is intended to cover regulatory related support efforts and anticipated requirements during Fiscal Year 2020/21 and Fiscal Year 2021/22 under the following discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board):

- *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) and the site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 for coverage under the State Water Resources Control Board's *Order WQ 2016-0068- DDW Waste Reclamation Requirements for Recycled Water Use*

The general nature of this contract is to satisfy the requirements of the City's NPDES permit, as well as, the WDR. The scope of services in Task Order No. 49 includes the categories of work listed below to be conducted over Fiscal Year 2020/21 and Fiscal Year 2021/22:

Project Management:
This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

Regulatory Program Management:
West Yost anticipates the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during Fiscal Year 2020/21.

APPROVED: _____
Stephen Schwabauer, City Manager

Land Application Monitoring Coordination:
Review land application monitoring data and development of the Annual Cropping and Irrigation Reports. Review of the monthly land application reports under the WDRs. Prepare online Annual Biosolids Application Report, required by the USEPA.

Groundwater Reporting Support:
Includes support with developing quarterly and annual groundwater monitoring reports.

NOA Adoption Support:
West Yost will review the draft NOA for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board. West Yost will prepare a list of suggested comments for City consideration and participate in a conference call with City staff to discuss the suggested comments. Following this discussion, West Yost will prepare a draft comment document for City staff review. Following this review, West Yost will prepare a final comment document for City submission to the Regional Board. It is assumed that comments on the draft NOA, if any, will be minor and can be addressed in a letter from the City to the Regional Board.

Place of Use Change Petition Support:
This task involves preparing a Place of Use Change Petition for State Water Board review. The purpose of the petition will be to request an expansion of the City's Place of Use for water diverted from Dredger Cut under the existing License for Diversion. This documentation includes a completed Change Petition and Environmental Information forms and a cover letter. Support from our legal sub consultant SSD will also be needed for this task, and budget for SSD has been included for these efforts.

As-Needed Support Services:
This task allows Staff the flexibility to request additional support services from West Yost related to WSWPCF planning or design efforts or coordinating efforts between permit-related studies and other WSWPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

Staff recommends authorizing City Manager to execute Task Order No. 49 with West Yost & Associates, Inc., of Davis, for regulatory engineering services at White Slough Water Pollution Control Facility, in the amount of $193,700.

FISCAL IMPACT: Compliance with waste discharge permit requirements limits the City's risk of incurring fines from the Regional Board. The costs associated with this work have been included in the wastewater financial model and does not impact the General Fund.

FUNDING AVAILABLE: Wastewater Operating Fund (53053003): $193,700

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lance Roberts, Utilities Manager
CES/LR/tw
Attachment

Task Order 49

City of Lodi

Regulatory Services for FY 20/21 and FY 21/22

West Yost Job Number 213-50-20-45

In accordance with the Task Order Agreement between City of Lodi (Client) and West Yost Associates, Inc. (Consultant), dated January 13, 1999, Consultant is authorized to complete the work scope defined in this Task Order according to the schedule and budget defined herein.

WORK SCOPE

The purpose of this project is to provide engineering services, and related assistance, to the Client in meeting permitting requirements for the White Slough Water Pollution Control Facility. The scope of the services covers most of the regulatory-related support efforts that are anticipated to be necessary during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22). The specific details for the work scope are provided in the attached letter proposal to Mr. Lance Roberts dated May 26, 2020, Attachment A.

BUDGET

The costs for Consultant's services as defined herein shall not exceed $193,700.

COMPENSATION

Compensation shall be in accordance with the provisions of the Task Order Agreement between Client and Consultant and the billing rate schedule as shown in Attachment A.

The compensation limit for services performed under this task order shall not exceed $193,700. If additional funds are required to complete the services defined herein beyond this limit, Consultant shall notify Client in writing prior to reaching the authorized limit and will not proceed with work in excess of the limit without the prior written approval of Client.

SCHEDULE

The proposed scope of services will cover the period beginning July 1, 2020 and ending June 30, 2022. Project work will begin with notice to proceed from the Client.

WEST YOST ASSOCIATES, INC.	CITY OF LODI
Signature	Signature
Jeffrey D. Pelz	Stephen Schwabauer
Printed Name	Printed Name
Vice President	City Manager
Title	Title
6/23/2020	
Date	Date

Approved as to Form:

JANICE D. MAGDICH
City Attorney

WEST YOST ASSOCIATES

May 26, 2020

SENT VIA: EMAIL

Mr. Lance Roberts
Utilities Manager
City of Lodi
Public Works Department
221 West Pine Street
Lodi, CA 95240

SUBJECT: Proposal for Engineering Services –
WPCF Regulatory Services for FY 20/21 and FY 21/22

Dear Mr. Roberts:

West Yost Associates (West Yost) appreciates the opportunity to present to you this letter proposal for ongoing engineering services related to assisting the City of Lodi (City) in meeting permitting requirements for the City's White Slough Water Pollution Control Facility (WPCF). The scope of work described in this letter proposal is intended to cover regulatory related support efforts anticipated to be needed during Fiscal Year 2020/2021 (FY 20/21) and Fiscal Year 2021/2022 (FY 21/22) under the following discharge permits issued by the Central Valley Regional Water Quality Control Board (Regional Board):

- *General Permit for Municipal Wastewater Dischargers that Meet Objectives/Criteria at the Point of Discharge to Surface Water* (General Permit) and the site-specific Notice of Applicability (NOA) R5-2017-0085-003 for coverage under the General Permit
- Waste Discharge Requirements (WDRs), Order No. R5-2007-0113-01
- NOA WQ-2016-0068-DDW-R5007 (Recycled Water NOA) for coverage under the State Water Resources Control Board's (State Water Board's) *Order WQ 2016-0068-DDW Waste Reclamation Requirements for Recycled Water Use* (General WRRs)

As with our previous regulatory support services contracts with the City, West Yost will rely on the support from Somach Simmons and Dunn (SSD), an environmental law firm that specializes in serving California permittees on discharge permit issues, should the need arise.

In previous contracts for regulatory services, West Yost has not included support related to temperature or toxicity studies that may be required. The City has instead separately contracted with Robertson Bryan, Inc. to support temperature and toxicity studies. The City has not had recent toxicity issues under the NOA, but ongoing toxicity support may be needed during term of the new contract. However, consistent with West Yost's current contract, West Yost assumes that the City will continue to contract separately with Robertson Bryan, Inc. for support related to toxicity or temperature study efforts and this proposal does not include significant support related to these efforts.

At the request of the City, the Scope of Work and Fee Estimate provided in this proposal have been divided into two phases, one for each of the fiscal years covered. It is understood that the City may authorize services for either both years together or for each year separately.

1001 Galaxy Way, Suite 210 Concord, CA 94520 Phone 925.949.5800 Fax 925.949.5845 westyost.com

PROJECT UNDERSTANDING

The following topics are presented as background information pertaining to the proposed work and define the basic understanding affecting the level of effort:

- General Permit and NOA for surface water discharge
- WDRs for land application
- General WRRs and Recycled Water NOA
- Dredger Cut water rights reporting

General Permit and NOA for Surface Water Discharge

The General Permit and site-specific NOA, Order No. R5-2017-0085-003, apply to the City's discharge of disinfected tertiary effluent to Dredger Cut. The Regional Board adopted a revised General Permit in April 2020. Under our current contract with the City, West Yost has reviewed the revised General Permit and did not identify any significant changes that would impact WPCF activities.

The current NOA expires on March 31, 2021 and requires submittal of a Notice of Intent (NOI) by July 1, 2020. The Regional Board limited the term of the current NOA to two years to allow for supplemental data to be provided for a few monitoring analytes of concern: chronic toxicity, cyanide, lead, and selenium. Regional Board staff have indicated in recent discussions that it would be sufficient for the City to meet the NOI submittal requirement by submitting the previous NOI/Report of Waste Discharge developed in 2018 with a cover letter documenting analysis of the analytes of concern and attaching the required NOI form signed by the City.

West Yost is in the process of preparing the NOI documents under our current contract with the City. As part of that effort, we did not identify any compliance issues with the recent monitoring results for the analytes of concerns. Therefore, the NOI cover letter should include a request that the term of the NOA be extended for an additional three years to cover the full five-year term, and that no other changes to the NOA should be made.

The draft NOA is expected to be issued during FY 20/21. The scope of services described herein is based on assisting the City with reviewing the draft NOA and providing additional information that may be requested by Regional Board staff as they prepare the NOA and review the NOI materials.

WDRs for Land Application

The WDRs were adopted in 2013 and do not have an expiration date. The WDRs apply to the following WPCF operations:

- Storage and land application of undisinfected, secondary effluent on City-owned agricultural properties;
- Storage and land application of industrial process flows, which include seasonal food processing flows from Pacific Coast Producers, entering the WPCF via the indusial wastewater sewer system;

- Biosolids land application on City-owned agricultural properties; and,
- Supply of disinfected tertiary recycled water to the Northern California Power Agency and San Joaquin County Mosquito and Vector Control District.

The WDRs require the following routine monitoring reports with which West Yost has historically assisted with development or completed on the City's behalf:

- Quarterly groundwater contour maps that include calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends, if any.
- Annual Monitoring Reports that provide an evaluation of the groundwater quality beneath the WPCF and land application area, determination of compliance with the groundwater limitations of the WDRs based on statistical analysis for each constituent monitored for each compliance well, and identification and assessment of potential groundwater limitation compliance strategies, as needed.
- Annual Cropping and Irrigation Reports that provide summaries of the monthly and annual hydraulic and nutrient loadings from recycled water and biosolids applications to the WPCF land application area for the prior year, an assessment of compliance with land application area loading limits and related requirements, discussion of any corrective actions taken or needed, and discussion of the cropping and irrigation plan for the coming year.
- Annual U.S. Environmental Protection Agency (USEPA) Biosolids Application Reports, which is an online form that document the City's biosolids production and reuse practices for the prior year.

This proposal assumes West Yost will continue to provide services related to the development of these reports.

In addition, West Yost has been assisting the City with coordinating with the farmers that manage the land application area by reviewing the monthly land management reports under the WDRs and participating in monthly meetings. Under previous contracts with the City, West Yost's involvement with the City's monthly land management meetings and reports was limited to review of the reports generated by the City and participation in one annual kickoff meeting at the beginning of each irrigation season. However, with recent turnover of City staff, West Yost has been requested to participate in the monthly meetings with the farmers that manage the City's properties. The need for West Yost's ongoing involvement with these reviews and meetings over the next two fiscal years is uncertain. Given this uncertainty, we are assuming for this proposal that ongoing assistance and participation will be necessary.

Finally, the City submitted a report in early 2020 detailing compliance with the Groundwater Limitations of the WDRs. This was the final compliance step in a six-year schedule that was developed to allow the City time to complete an evaluation of best practicable treatment or control (BPTC) measures for the land application area and implement additional BPTCs, as needed, to allow for compliance. The Groundwater Limitations Compliance Report documented and concluded that the City is in compliance with the groundwater limitations, with the exception of impacts that occurred due to past activities near the City's compliance well WSM-2. The report also documented that existing BPTCs implemented by the City are adequately protective of the groundwater underlying the WPCF and land application area.

Following their review of the documents provided, the Regional Board could reopen the WDRs to address the City's evaluation of compliance with groundwater limitations. The Regional Board could also issue a compliance order related to the ongoing impacts observed near WSM-2. Whether the Regional Board will reopen the WDRs or issues some other compliance order during the term of this proposal is unknown. Nevertheless, based on our understanding of the issues and current Regional Board obligations, we do not think these actions are likely. Therefore, this proposal does not include specific scope and budget to accommodate a review of revised WDRs. However, tasks are included for general regulatory program management and as-needed WPCF support services that could partially accommodate support needed if the Regional Board chooses to reopen the WDRs and/or issue some other compliance order related to the City's groundwater studies.

General WRRs and Recycled Water NOA

The City completed construction of a tertiary storage pond in late 2019, and storage of disinfected tertiary recycled water in the new storage pond is permitted under the General WRRs and the Recycled Water NOA. The Recycled Water NOA also permits a proposed recycled water Fill Station at the WPCF. The Recycled Water NOA was issued in December 2018 and does not have an expiration date. Renewal or revisions to the Recycled Water NOA and General WRRs are not anticipated to occur during FY 20/21 and 21/22.

The Recycled Water NOA has limited monitoring and reporting requirements related to the tertiary pond operations. West Yost assisted the City under the current contract in developing a template for the annual report that is required. It is anticipated that the City would need only very limited assistance, if any, with these ongoing requirements.

The monitoring and reporting requirements under the Recycled Water NOA would be increased if the City were to construct a Fill Station and implement an off-site recycled water use program. However, those actions are not anticipated to occur during the term of this project. The scope and fee estimate provided in this proposal therefore do not include support services related to the development of and/or permit compliance for an off-site recycled water use program.

Dredger Cut Water Rights Reporting

The City maintains a License Number for Diversion and Use of Water, Permit Number 7424/License Number 3906. This license allows for 5.84 cubic feet per second to be diverted each year from Dredger Cut for irrigation and stock-watering uses. The specified "Place of Use" under this permit is an approximately 400-acre portion of the City-owned agricultural fields that is comprised of Fields 5A through 5D and 6A through 6D.

The City submits annual Licensee Reports to the State Water Board to document diversions from Dredger Cut or other in-lieu water use on the Place of Use fields. These in-lieu uses have included irrigation with recycled water and groundwater. Since 2013, the City has relied on recycled water and groundwater for irrigation in lieu of diverting water from Dredger Cut.

A licensed water right can be revoked after a long enough period of non-use (typically at least five years). Under Water Code section 1010, the water user's licensed right is protected from revocation where water use reductions are due to the use of recycled water - but only to the extent of the recycled water use. Therefore, the City's continued reporting of in-lieu use is critical for protecting the City's right for diversions.

The volume of water applied to the designated Place of Use is typically only a portion of the City's total available under the diversion license. However, because the Place of Use only represents a portion of the total land application area, the City's overall irrigation water demands are much more significant than the reported in-lieu amounts. Moreover, the City's irrigation system is not configured to limit irrigation water applications to only the Place of Use. Therefore, even if a diversion were to occur, it would be difficult to limit irrigation to only this area. For these reasons, the City is recommended to seek a change in Place of Use so that the entire City-owned irrigation area is considered for in-lieu water use. The scope of services includes support related to this effort.

MAJOR ASSUMPTIONS

The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and that the City will contract directly with a certified laboratory for completing any necessary analytical efforts. Under the Regulatory Program Management task described herein, West Yost will provide support for coordinating any necessary sampling and analysis efforts with other regulatory needs.

To ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control policy, a West Yost staff member at the Principal Engineer level or higher will review significant work products.

Significant CEQA work will not be required to support the Change Petition and significant protests will not be filed in response to the submitted Change Petition.

The State Water Board will approve the Change in Place of Use, and ongoing support to the City with respect to reporting recycled water applied to the existing Place of Use will not be required beyond FY 20/21.

SCOPE OF SERVICES

Phase 1

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 20/21. The following specific tasks are identified:

- Task 1.1 Project Management
- Task 1.2 Regulatory Program Management
- Task 1.3 Land Application Monitoring Coordination
- Task 1.4 Groundwater Reporting Support
- Task 1.5 NOA Adoption Support
- Task 1.6 Place of Use Change Petition Support
- Task 1.7 As-Needed WPCF Support Services

Task 1.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

Task 1.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 1.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 20/21. Assistance under this task may include, but is not limited to, the following services:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.

7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.
8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities.
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues;
    - Toxicity Reduction Evaluation efforts being completed separately; or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 1.3 Land Application Monitoring Coordination

This task involves providing the following services:

- Review the 2020 land application monitoring data and development of the 2020 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2021.
- Prepare the online 2020 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2021, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2020 through May 2021.
- Participation in an annual land management kickoff meeting in early 2021 to discuss planned annual operations and up to nine monthly meetings between July 2020 and June 2021 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 1.3 Deliverables: Draft and Final 2020 Annual Land Management Reports and Draft 2020 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.

Task 1.4 Groundwater Reporting Support

West Yost's efforts during FY 20/21 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021 and the 2020 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2020 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2020 groundwater quality data and the 2020 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a Groundwater Evaluation Report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 1.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2020 through Second Quarter 2021. Four emails, provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance/corrective actions to be included as attachments to the 2020 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 1.5 NOA Adoption Support

West Yost will review the Draft NOA for errors or concerns relative to the City's current permit and other recent, similar permits issued by the Regional Board. West Yost will prepare a list of suggested comments for City consideration and participate in a conference call with City staff to discuss the suggested comments. Following this discussion, West Yost will prepare a draft comment document for City staff review. Following this review, West Yost will prepare a final comment document for City submission to the Regional Board. It is assumed that comments on the Draft NOA, if any, will be minor and can be addressed in a letter from the City to the Regional Board.

West Yost will also participate in discussions with Regional Board staff, as needed, to discuss the NOI submission and/or City comments. It is difficult to predict the level of effort that will be needed to respond to Regional Board requests and review and respond to the draft permit, so the scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time-and-materials basis, and monthly invoices will detail

the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be warranted in the future. Conversely, if the estimated fee is not expended in the timeframe anticipated for this scope of work, it may be directed toward the completion of other efforts.

Task 1.5 Deliverables: One (1) electronic copy (in PDF format) of the list of suggested comments on the Draft NOA; One (1) electronic copy (in PDF format) of the draft NOA comment document; One (1) electronic copy (in MS Word format) of the NOA comment document to be printed on City letterhead and submitted to the Regional Board.

Task 1.6 Place of Use Change Petition Support

This task involves preparing a Place of Use Change Petition for State Water Board review. The purpose of the petition will be to request an expansion of the City's Place of Use for water diverted from Dredger Cut under the existing License for Diversion. This documentation includes a completed Change Petition and Environmental Information forms and a cover letter. Support from our legal subconsultant SSD will also be needed for this task, and budget for SSD has been included for these efforts.

Two conference calls with West Yost, SSD, and City staff are also included in this task. One call would precede the other work on this task and be focused on discussing the strategy and overall approach/timeline. The second call would be following submittal of draft Place of Use Change Petition to the City to discuss City comments before finalizing.

One meeting with West Yost, City, SSD and State Water Board staff is also assumed following submission of the Place of Use Change Petition.

Task 1.6 Deliverables: Draft and Final Change Petition and Environmental Information forms in electronic PDF format and draft Cover Letter in MS Word format for City finalization.

Task 1.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 1.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

Phase 2

The following scope of services defines anticipated efforts related to ongoing assistance in meeting the compliance requirements for the WPCF through FY 21/22. The following specific tasks are identified:

- Task 2.1 Project Management
- Task 2.2 Regulatory Program Management
- Task 2.3 Land Application Monitoring Coordination
- Task 2.4 Groundwater Reporting Support
- Task 2.7 As-Needed WPCF Support Services

Tasks for NOA Adoption Support and Place of Use Change Petition Support are not expected to be needed for Phase 2, as they will be completed as part of the Phase 1 efforts.

Task 2.1 Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be included with monthly invoices.

Task 2.1 Deliverables: Monthly invoices and descriptions of services performed will be provided in PDF format.

Task 2.2 Regulatory Program Management

West Yost anticipates that the City will continue to require ongoing assistance related to understanding general regulatory compliance issues and implementing the measures needed to achieve compliance. In addition, the Regional Board may require special studies or reporting requirements with which the City may want assistance during FY 21/22. Assistance under this task may include, but is not limited to, the following items:

1. Providing assistance to the City, as needed, for developing responses to Regional Board requests.
2. Helping the City to develop monitoring programs, as appropriate.
3. Maintaining a database of regularly collected monitoring data.
4. Assistance with developing or reviewing monitoring reports required under the City's permitting program.
5. Assistance with responding to Notices of Violation or other potential compliance notifications.
6. Supporting the City to respond to mercury monitoring and reporting requirements required as part of the Regional Board's mercury Total Maximum Daily Load effort.
7. Completing reviews of collected monitoring data to identify potential future regulatory concerns.

8. Providing support to the City and the Pacific Coast Producers in addressing food processing waste disposal issues.
9. Attending and preparing for meetings to discuss the results of regulatory program management activities
10. Reviewing permits and other regulatory guidance documents issued by the Regional Board and State Water Board that would be applicable to the WPCF.
11. Providing minor support related to the following:
    - Title 22 Issues,
    - Toxicity Reduction Evaluation efforts being completed separately, or
    - San Joaquin Valley Air Pollution Control District Biosolids Rule.

Some of the above-listed items may require support from our legal subconsultant SSD, and a small budget has been assumed and included for those efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on West Yost's knowledge of the City's current permitting concerns. The scope of work under this task will be limited to work that can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.2 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff when services under this task are required.

Task 2.3 Land Application Monitoring Coordination

This task involves providing the following items:

- Review the 2021 land application monitoring data and development of the 2021 Annual Cropping and Irrigation Report due to the Regional Board by February 1, 2022.
- Prepare the online 2021 Annual Biosolids Application Report, which is due to the USEPA by February 19, 2022, and will need to be certified and submitted by City staff.
- Review of the monthly land application reports under the WDRs completed for the months of June 2021 through May 2022.
- Participation in an annual land management kickoff meeting in early 2022 to discuss planned annual operations and up to nine monthly meetings between July 2021 and June 2022 with City staff and/or the tenant farmers to discuss monthly reports and farming operations.

Task 2.3 Deliverables: Draft and Final 2021 Annual Land Management Reports and Draft 2021 Annual Biosolids Application Report. All documents will be provided in an electronic PDF format.

Draft agendas and related handouts for the farmer coordination meetings with sufficient hard copies brought to each meeting for all anticipated participants.

Task 2.4 Groundwater Reporting Support

West Yost's efforts during FY 21/22 will include support with developing the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022 and the 2021 Annual Groundwater Monitoring Report.

For the Quarterly Groundwater Monitoring Reports, West Yost will develop quarterly groundwater elevation contour maps using the water level data collected by the City on a quarterly basis. These maps will document the calculated groundwater elevations and the groundwater flow direction and gradient. In addition, one to two paragraphs will be provided discussing seasonal trends, if any, and comparing the current flow direction to previous flow directions. It is assumed the City will incorporate this information in the Quarterly Monitoring Reports submitted to the Regional Board.

For the 2021 Annual Groundwater Monitoring Report, West Yost will prepare statistical analyses of 2021 groundwater quality data and the 2021 Annual Background Groundwater Quality Evaluation, like previous years. The information will be included in a report that is intended to be attached to the Annual Groundwater Monitoring Report developed by the City. To the extent necessary, these reports will document compliance actions taken or corrective actions recommended with respect to groundwater limitation compliance.

Task 2.4 Deliverables: Four figures depicting the contour information to be included in the Quarterly Groundwater Monitoring Reports for Third Quarter 2021 through Second Quarter 2022. Four emails, provided quarterly along with the contour maps, discussing seasonal trends and comparison to previous groundwater flow directions.

Groundwater Evaluation Report summarizing the statistical analyses and compliance/corrective actions to be included as attachments to the 2021 Annual Groundwater Monitoring Report prepared by City staff.

The maps and Groundwater Evaluation Report will be provided in an electronic PDF format.

Task 2.7 As-Needed WPCF Support Services

The City may request additional support services from West Yost related to WPCF planning or design efforts or coordinating efforts between permit-related studies and other WPCF planning/design related issues. This task provides for as-needed support to the City for such efforts.

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been required by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 2.7 Deliverables: Deliverables for this task are dependent on the effort required, which cannot be accurately estimated at this time. Therefore, West Yost will coordinate deliverables for this task with the City staff if and when services under this task are required.

ESTIMATED FEE

The estimated total fee for the scope of work described above is provided in Table 1, including subtotals for each of the two phases and estimated fees by task. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2020 charge rate schedule.

If additional budget is required to complete work identified herein, West Yost will request City authorization prior to exceeding the budget.

Table 1. Estimated Fee for FY 20/21 and FY 21/22 Regulatory Support, dollars

Task	West Yost Fee, dollars	SSD Fee, dollars	Total Fee, dollars
Phase 1			
Task 1.1 Project Management	3,800	-	3,800
Task 1.2 Regulatory Program Management	12,500	2,500	15,000
Task 1.3 Land Application Monitoring Coordination	33,400	-	33,400
Task 1.4 Groundwater Reporting Support	15,300	-	15,300
Task 1.5 NOA Adoption Support	9,400	-	9,400
Task 1.6 Water Rights Reporting Support	15,400	6,500	21,900
Task 1.7 As-Needed WPCF Support Services	12,500	-	12,500
Subtotal for Phase 1 Tasks	**$102,300**	**$9,000**	**$111,300**
Phase 2			
Task 2.1 Project Management	3,900	-	3,900
Task 2.2 Regulatory Program Management	12,900	2,500	15,400
Task 2.3 Land Application Monitoring Coordination	34,400	-	34,400
Task 2.4 Groundwater Reporting Support	15,800	-	15,800
Task 2.7 As-Needed WPCF Support Services	12,900	-	12,900
Subtotal for Phase 2 Tasks	**$79,900**	**$2,500**	**$82,400**
Total for Phases 1 and 2	**$182,200**	**$11,500**	**$193,700**

SCHEDULE

The time period for this project is defined as July 1, 2020, through June 30, 2021, for Phase 1 and July 1, 2021, through June 30, 2022, for Phase 2. Work will begin upon notice to proceed from the City. Phase 1 will be completed by June 30, 2021, and Phase 2 will be completed by June 30, 2022. All work will be performed in a timely manner in accordance with the City's permit requirements. Each major deliverable will be prepared on a schedule that provides City staff with at least two weeks for review and comment.

West Yost appreciates the opportunity to provide additional permitting services to the City. Please contact Kathryn Gies or Charles Hardy if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

Kathryn E. Gies, PE,
RCE #65022
Engineering Manager

cc: Charles Hardy
West Yost Associates

Attachment A: West Yost Associates 2020 Billing Rate Schedule

ATTACHMENT A

West Yost Associates 2020 Billing Rate Schedule

WEST YOST ASSOCIATES

2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	$298
Engineering/Scientist/Geologist Manager I / II	$283 / $295
Principal Engineer/Scientist/Geologist I / II	$257 / $272
Senior Engineer/Scientist/Geologist I / II	$230 / $241
Associate Engineer/Scientist/Geologist I / II	$198 / $212
Engineer/Scientist/Geologist I / II	$160 / $185
Engineering Aide	$92
Administrative I / II / III / IV	$81 / $102 / $123 / $135
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$291 / $294
Principal Tech Specialist I / II	$268 / $279
Senior Tech Specialist I / II	$245 / $256
Senior GIS Analyst	$224
GIS Analyst	$211
Technical Specialist I / II / III / IV	$156 / $178 / $200 / $223
Cross Connection Specialist I / II / III / IV	$117 / $127 / $143 / $159
CAD Manager	$178
CAD Designer I / II	$138 / $155
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$289
Construction Manager I / II / III / IV	$174 / $186 / $198 / $251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$152 / $169 / $188 / $196
Apprentice Inspector	$138
CM Administrative I / II	$74 / $99
Field Services	$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

WEST YOST ASSOCIATES

2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$80/day
Hydrant Pressure Gauge	$10/day
Hydrant Pressure Recorder, Standard	$40/day
Hydrant Pressure Recorder, Impulse (Transient)	$55/day
Trimble GPS – Geo 7x	$220/day
Vehicle	$10/hour
Water Flow Probe Meter	$20/day
Water Quality Multimeter	$185/day
Well Sounder	$30/day

* This schedule is updated annually

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK
ORDER NO. 49 WITH WEST YOST & ASSOCIATES, INC., OF
WALNUT CREEK, FOR REGULATORY ENGINEERING SERVICES
AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

==========

WHEREAS, in accordance with the Task Order Agreement between the City of Lodi and West Yost & Associates, Inc., dated January 13, 1999, West Yost & Associates, Inc., is authorized to complete the scope of work defined in Task Order No. 49; and

WHEREAS, Task Order No. 49 includes project management, regulatory program management, land application monitoring and coordination, groundwater reporting support, Notice of Applicability adoption support, and as-needed support services; and

WHEREAS, staff recommends authorizing the City Manager to execute Task Order No. 49 with West Yost & Associates, Inc., in the amount of $193,700.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 49 with West Yost & Associates, Inc., of Walnut Creek, California, in the amount of $193,700; 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: August 5, 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 August 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Police Chief to Accept Grant and Execute Contract Administered by the Department of Alcoholic Beverage Control and Appropriate Funds ($60,417)

MEETING DATE: August 5, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing Police Chief to accept grant and execute contract administered by the Department of Alcoholic Beverage Control and appropriate funds in the amount of $60,417.

BACKGROUND INFORMATION: The Department of Alcoholic Beverage Control (ABC) Grant Assistance Program solicited applications in March of 2020 for alcohol-related enforcements and educational programs. On June 9th, the Lodi Police Department received an acceptance letter securing grant funds in the amount of $60,417 for Fiscal Year 2020/21.

The ABC Grant Assistance Program is designed to assist law enforcement departments in educating licensees and the public about alcohol-related laws, reduce the amount of alcohol sold to individuals under age 21 by ABC licensees, and reduce crime and quality-of-life issues related to the sale and consumption of alcohol.

This year, the Lodi Police Department received an award to carry out “shoulder tap” enforcements, “minor decoy” operations, and other special event enforcements throughout the community. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi through this resolution.

FISCAL IMPACT: Funds in the amount of $60,417 be appropriated to accounts as follows:

ABC Grant	$60,417	21900000.56401	Revenue
ABC Grant Overtime	$58,367	21999000.71002	Expense
ABC Grant Medicare	$863	21999000.71015	Expense
ABC Grant Special Dept Materials	$2,050	21999000.72352	Expense

FUNDING AVAILABLE: Not applicable.

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Sierra Brucia
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager

SCO ID: 2100-20APP21

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-APP21	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Alcoholic Beverage Control

CONTRACTOR NAME
City of Lodi through the Lodi Police Department

2. The term of this Agreement is:

START DATE
July 1, 2020

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement is:
$ 60,417.00 Sixty thousand four hundred and seventeen dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	3
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions	4
+ -	Exhibit D	Special Terms and Conditions	1
+ -	Attachment RFP	RFP Scope of Work	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Lodi through the Lodi Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
215 W Elm Street	Lodi	CA	95240

PRINTED NAME OF PERSON SIGNING	TITLE
Sierra Brucia	Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
S. Brucia	7-22-20

Approved as to Form:

JANICE D. MAGDICH
City Attorney

SCO ID: 2100-20APP21

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
20-APP21	ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Alcoholic Beverage Control			
CONTRACTING AGENCY ADDRESS 3927 Lennane Drive, Suite 100	CITY Sacramento	STATE CA	ZIP 95834
PRINTED NAME OF PERSON SIGNING Pattye Nelson	TITLE Chief, Business Management Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

  1. The operation period of the grant is July 1, 2020 through June 30, 2021.

  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Identify and target problematic ABC licensed establishments and to partner with ABC to take legal and administrative action and/or educate problem licensees.

2. Partner with other city departments and outside organizations that can assist with addressing quality of life issues as they related to crimes involving alcohol and its purchase and/or consumption.

3. Educate professional staff and law enforcement personnel of ABC laws, theories, philosophies and enforcement procedures.

4. Prepare monthly reports regarding LPD efforts in educating and/or combating alcohol related crimes/incidents.

5. Increase communication, transparency and involvement with local community groups and citizen action committees by meeting at least two (2) times throughout the grant year.

6. Conduct at least four (4) Task Force operations at ABC licensed premises.

7. Conduct at least four (4) Minor Decoy operations

8. Conduct at least eight (8) Shoulder Tap operations

9. Conduct at least one (1) Cops in Shops operation

10. Conduct at least one (1) Trap Door operation

11. Conduct at least six (6) Roll call training for all sworn personnel on alcohol-related issues

12. Coordinate and conduct at least five (5) IMPACT operations

13. Conduct at least 20 special enforcement operations that will consist of enforcement of quality of life issues pertaining to alcohol-related crimes (i.e., open containers, DUI, public intoxication, etc.)

14. Take part in ten (10) community outreach evens that will focus on education of ABC laws and help bridge the gap between citizens and law enforcement.

15. Notify at least one (1) time about the Online LEAD program

16. Issue at least twelve (12) press releases regarding special enforcement operations and other activities under this grant

    Contractor agrees to issue press releases as follows:

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

17. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.

18. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Lodi Police Department
Matt Latino, Sergeant
215 W. Elm Street
Lodi, CA 95240
(209) 224-4177
mlatino@lodi.gov

Department of Alcoholic Beverage Control
Monica Molthen, APP Agent
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(209) 969-0404
Monica.molthen@abc.ca.gov

Direct all fiscal inquiries to:

Lodi Police Department
Jenelle Baker-Bechtold
215 W. Elm Street
Lodi, CA 95240
(209) 333-6722
jbaker@lodi.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (20-APP21) and must not exceed the contract total authorized amount of $60,417.00. Invoices are to be submitted on a monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2021.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2020 and on or before the project termination date, June 30, 2021.

- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Overtime	
Officers and Sergeant	$57,504.00
Benefits – Officers and Sergeant	$863.00
TOTAL Personnel	$58,367.00
B. Operating Expenses (attach receipts)	
"Buy Money"	$300.00
TOTAL Operating	$300.00
C. Equipment (attach receipts)	
Laptop and Binoculars	$1,750.00
TOTAL Equipment	$1,750.00
D. Travel Costs	
n/a	$0.00
TOTAL Travel	$0.00
GRANT TOTAL	**$60,417.00**

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,§11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and addressof the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE POLICE CHIEF TO ACCEPT GRANT
AND EXECUTE CONTRACT ADMINISTERED BY THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL;
AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, the City of Lodi Police Department desires to undertake a certain project designated as Agreement Number 20-APP21, to be funded in part from funds made available through the Alcohol Policing Partnership Program (APP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC); and

WHEREAS, the ABC Grant Assistance Program solicited applications in March 2020 for alcohol-related enforcements and educational programs; and

WHEREAS, on June 9, 2020, the Lodi Police Department received an acceptance letter securing grant funds in the amount of $60, 417 for Fiscal Year 2020/21; and

WHEREAS, the ABC Grant Assistance Program is designed to assist law enforcement departments in educating licensees and the public about alcohol-related laws, reduce the amount of alcohol sold to individuals under age 21 by ABC licensees, and reduce crime and quality-of-life issues related to the sale and consumption of alcohol; and

WHEREAS, this year, the Lodi Police Department received an award to carry out “shoulder tap” enforcements, “minor decoy” operations, and other special event enforcements throughout the community; and

WHEREAS, staff recommends that the City Council authorize the Police Chief to accept the grant, execute the contract, and approve the proposed expenditures and appropriate funds as follows:

ABC Grant	$60,417	21900000.56401	Revenue
ABC Grant Overtime	$58,367	21999000.71002	Expense
ABC Grant Medicare	$863	21999000.71015	Expense
ABC Grant Special Dept Materials	$2,050	21999000.72352	Expense

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Police Chief to accept the grant administered by the Department of Alcoholic Beverage Control, execute Agreement No. 20-APP21, including any extensions or amendments thereof, and any subsequent contract with the State in relation to the grant award on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability; and

BE IT FURTHER RESOLVED that this award is not subject to local hiring freezes; and

BE IT FURTHER RESOLVED that funds in the amount of $60,417 be appropriated for the grant as follows:

ABC Grant	$60,417	21900000.56401	Revenue
ABC Grant Overtime	$58,367	21999000.71002	Expense
ABC Grant Medicare	$863	21999000.71015	Expense
ABC Grant Special Dept Materials	$2,050	21999000.72352	Expense

Dated: August 5, 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 August 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-12**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute a Memorandum of Agreement Between the City of Lodi and the County of San Joaquin Regarding Participation In the San Joaquin County Unified Mass Notification System

MEETING DATE: August 5, 2020

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute a Memorandum of Agreement (MOA) between the City of Lodi, and the County of San Joaquin regarding participation in the San Joaquin County Unified Mass Notification System (MNS).

BACKGROUND INFORMATION: The purpose of the MOA is to establish mutually agreeable guidelines for allowing the City access to, and use of the County MNS system.

In 2019 San Joaquin County (SJC) obtained funding through the Homeland Security Grant Program to secure the Everbridge System service through July 30, 2021. The Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency and to deliver actionable information intended to enhance public safety. The purchase of this system was intended to strengthen the County's capability of maintaining effective, interoperable means of rapidly disseminating critical emergency information to those who live, work, or visit anywhere in San Joaquin County.

The term of the MOA will remain in force and effect until end of current contract, or until such time as: (a) grant funding for the County MNS is reduced or discontinued; (b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found; (c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or (d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days.

The County will continue to pursue additional grant funding for the sustainment of the project beyond July 30, 2021. As long as grant funds continue to fund the total costs of the Everbridge System, the County will make this service available to all participating cities within the County at no additional cost. If the grant funding should discontinue, the County will provide the City of Lodi with the proportional cost of continuing to utilize the Everbridge System, and the City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period.

APPROVED: _____

Stephen Schwabauer, City Manager

Staff recommends that the City Council authorize the City Manager to execute the Memorandum of Agreement between the City of Lodi and the County of San Joaquin regarding the participation in the San Joaquin County Unified Mass Notification System.

FISCAL IMPACT: There is no cost to the City.

FUNDING AVAILABLE: Grant Funding

_____

Gene Stoddart, Fire Chief

Attachment

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF _____ REGARDING PARTICIPATION IN THE SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this _____ day of _____, 2020, by and between the County of San Joaquin, acting by and through its Office of Emergency Services ("County OES"), and the City of _____, acting by and through its ____[title/name]___("City"). County OES and the City may be referred to collectively as "Parties," or in the singular as "Party," as the context requires.

RECITALS

The OES and the City have entered into this operational MOA with reference to the following facts and circumstances:

WHEREAS, recent catastrophic disasters throughout California have highlighted inconsistencies among various alert and warning programs across the State; and

WHEREAS, a single, unified, consistent countywide alert system is considered the best practice for emergency preparedness, communication and response; and

WHEREAS, through funding made available by the Homeland Security Grant Program ("HSGP") and coordinated through the County Information Systems Department, County OES purchased one year of Everbridge Emergency Notification System services (the "Everbridge System") to serve as an integral component of the San Joaquin County Unified Mass Notification System ("County MNS"); and

WHEREAS, the Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency and to deliver actionable information intended to enhance public safety; and

WHEREAS, the purchase of the Everbridge System was intended to strengthen the County's capability of maintaining an effective, interoperable means of rapidly disseminating critical emergency information to those who live, work or visit anywhere in San Joaquin County; and

WHEREAS, the Everbridge System operates through an internet portal supported and provided by the vendor, maintaining two Network Operations Centers (NOC's) with built in redundancy and geographic diversification, and providing 24-hour technical support, seven days-a-week; and

WHEREAS, the Everbridge System allows for high speed delivery of alerts and notifications using multiple messaging formats including voice messages to landline,

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mobile and VoIP phones, TTY/TDD messages to enabled hardline phones, and text messages to email accounts and/or via SMS to enabled mobile devices; and

WHEREAS, the County MNS is intended as a shared resource for all cities in the County, each of which is expected to execute a similar operational MOA with the County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. PURPOSE

The purpose of this MOA is to establish mutually agreeable guidelines for allowing the City access to and use of the County MNS system.

2. DESCRIPTION OF RESPONSIBILITIES

Access to and use of the County MNS will be governed by the San Joaquin County Unified Mass Notification System Policy ("Policy"), attached hereto as Exhibit A and incorporated by reference herein. The Parties agree to comply with all terms of use as described Policy.

3. TERM; TERMINATION

This MOA shall be effective when it is signed by both Parties. This MOA will remain in force and effect until [end of current contract?], or until such time as: (a) grant funding for the County MNS is reduced or discontinued; (b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found; (c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or (d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days.

The term and scope of this MOA is not dependent upon the execution or existence of any other agreement between the County and the City, nor the terms of any such agreement, nor the termination of any such agreement.

4. NOTICE

Any communication required during the term of this MOA, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to OES: San Joaquin County
Office of Emergency Services
ATTN: Director, Emergency Operations
2101 E. Earhart Ave, Suite 300
Stockton, CA 95206

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Notice to the City: _____
Title, Department, Agency
Address
City, CA, Zip

Any Party who desires to change its address for notice may do so by giving notice as described above.

5. PAYMENT FOR SERVICES

The funding obtained by the County was sufficient to purchase Everbridge System service and support through July 30, 2021. The County will continue to pursue additional grant funding for sustainment of the project beyond this date. So long as grant funds continue to fund the total costs of the Everbridge System, County will make this service available to all participating cities within the County at no cost.

Notwithstanding any other provision of this MOA, in the event that grant funding for the County MNS is reduced or discontinued, the County reserves the right to continue its operation. County will provide City with the proportional cost of continuing to utilize the Everbridge System, and City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period, and the County will retain its ability to utilize the County MNS as allowed under the Everbridge System. Proportional share will be population based.

6. ADMINISTRATION

For purposes of ongoing administration, a San Joaquin County MNS Advisory Committee shall be created with a representative from each agency represented through an agreed upon MOU, chaired by a designated member of the County Office of Emergency Services. City shall designate a representative to the Advisory Committee as a standing member with authority to represent the City on matters related to use of the County MNS. The Advisory Committee shall meet on a semi-annual basis, or more often as needed, to establish bylaws, coordinate ongoing administration, training, public outreach, modification to policies and guidelines, and other issues related to the County MNS. Recommendations for substantive changes to the MOA and/or the Policy shall be submitted to the San Joaquin County Disaster Council for approval.

7. PERSONNEL MATTERS

In the performance of any of the services under this MOA, each of the Parties' employees shall act as independent contractors or operators (whichever is applicable to the

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government agency) in relation to the other Party and its employees. Each Party shall assume responsibility for all personnel costs for its respective employees.

8. NO JOINT VENTURE

This MOA shall not create between the Parties a joint venture, partnership, or any other relationship of association. Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOA, to bind the other Party to any obligation whatsoever.

9. INDEMNITY

County shall assume responsibility and liability for, and the County shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against, any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the City, its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the County or any of its agents, officers or employees in its or their performance of services hereunder.

City shall assume responsibility and liability for, and the City shall indemnify, defend and hold harmless the County, its agents, officers and employees from and against, any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the County or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the City or any of its agents, officers or employees in its or their performance of services hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of the County or the City, or any of their agents, officers, or employees in its or their performance hereunder.

It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the Party's negligence.

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The Parties shall notify the other Party of any claims, administrative actions or legal actions with respect to any of the matters described in this MOA. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity provision. Nothing set forth in this MOA shall establish a standard of care for, or create any legal rights in, any person not a party to this MOA.

The indemnity provisions of this MOA shall survive the termination of this MOA such that any incident and/or cause of action that arises during the term of this MOA shall be covered by the indemnity provisions in this Section 9.

10. NON-WAIVER

Waiver of any breach of, or default under, this MOA shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOA.

11. ENTIRE AGREEMENT; MODIFICATION

This MOA contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.

No waiver, alteration, or modification of this MOA shall be valid unless it is made in writing and signed by the Parties. In the event of a conflict between this MOA and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOA, the terms of this MOA shall prevail and be controlling unless such other agreement expressly provides to the contrary.

12. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this MOA. Any attempt or purported assignment of any right or obligation pursuant to this MOA shall be void and of no effect.

13. SEVERABILITY

If any term, covenant, or condition of this MOA is held to by a court of competent jurisdiction to be invalid, the remainder of this MOA shall remain in full force and effect.

14. GOVERNING LAW AND VENUE

The interpretation and enforcement of this MOA shall be governed by the laws of the State of California. Venue for any legal action pertaining to this MOA shall be the Stockton Branch of the San Joaquin County Superior Court.

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15. COUNTERPARTS

This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. CAPTIONS

The headings or captions contained in this MOA are for identification purposes only and shall have no effect upon the construction or interpretation of this MOA.

17. AMBIGUITIES

The Parties have each carefully reviewed this MOA and have agreed to each term of this MOA. No ambiguity shall be presumed to be construed against either Party.

18. INTERPRETATION OF MOA

By entering into this MOA, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules or regulations governing the employees of either Party. If any provision of this MOA is inconsistent with such collective bargaining or other labor agreements, or with such policies, rules, or regulations, then the applicable provisions of such collective bargaining or other labor agreements, and such policies, rules, or regulations shall take precedence for purposes of the construction and interpretation of this MOA.

19. INTEGRATION

This MOA embodies the entire agreement of the Parties in relation to the scope of matters covered by this MOA, and no other agreement or understanding verbal or otherwise, exists between the Parties.

20. INSURANCE

The Parties agree to procure and maintain such policies of general liability and other insurance (including self-insurance) as shall be necessary to insure against any claim or claims for damages arising in connection with the performance of their respective duties under this MOA. Certificates evidencing said insurance policies shall be exchanged by the Parties as soon as practical or upon request of either Party.

21. AUTHORITY

The persons executing this MOA have the capacity and are authorized to execute this MOA as the representatives of their respective Party, and to bind their respective Party to the terms of this MOA.

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IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the effective date.

COUNTY OF SAN JOAQUIN,

By: _____
Shellie Lima
Director Emergency Operations
Office of Emergency Services

CITY OF_____

By: _____

City Signature Block

Approved as to Form:

Office of the County Counsel

By: _____
Jason R. Morrish
Deputy County Counsel

Approved as to Form:

Office of the City Attorney

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Office of Emergency Services

San Joaquin County Unified Mass Notification System

DRAFT POLICY

Policy:

This policy establishes appropriate use of the San Joaquin County Unified Mass Notification System (San Joaquin County Alert Network) hereinafter referred to as "SJ Alert." This policy applies to San Joaquin County and the Cities participating with San Joaquin County in the Alert Advisory Committee.

The San Joaquin County Unified Mass Notification service, SJ Alert, will be the system designated for mass notification under this policy. SJ Alert provides the ability to send voice notifications to a landline, mobile, and VoIP phones; SMS text messages mobile phones; TTY/TDD messages to such devices; fax messages to fax machines; and emails to email accounts. Additionally, SJ Alert provides the ability to disseminate messages using the federal Integrated Public Alert and Warning System (IPAWS) and associated capabilities, including Wireless Emergency Alerts (WEA), the Emergency Alert System (EAS), and other systems.

Participants agree that SJ Alert can be used as a public alerting tool under two scenarios:

(1) When an incident threatens life or property in San Joaquin County, participants can use SJ Alert to disseminate protective action instructions to affected county residents and visitors.

(2) To distribute non-urgent information to community members who have opted into receiving such messages based upon an opt-in key word or through SJReady opt-in.

Purpose:

This policy establishes guidelines for the use of SJ Alert to disseminate protective action instructions to affected populations during emergencies and to disseminate all other kinds of messages to community members who have opted into receiving such messages.

Definitions:

1. **Participating Agency:** Participating Agencies include the San Joaquin County Sheriff's Office, Office of Emergency Services, and any other County or City agency that has been authorized by the County of San Joaquin to access and use the SJ Alert system.

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2. **System Administrator:** Each Agency's System Administrator is responsible for ensuring the Agency adheres to the established policies and guidelines for the use of the SJ Alert system. Annually, the System Administrator shall provide the San Joaquin County Office of Emergency Services, in writing, the names of those personnel who are authorized by the Agency to activate the SJ Alert system.

3. **Authorized User:** A person who has received proper training in the use of the SJ Alert service and has been authorized to access the system in a capacity designated by their System Administrator.

4. **Dispatcher:** An authorized user in the SJ Alert system who is authorized to send notifications to designated persons or groups falling within the user's hierarchal level of authorization, as detailed in this policy. A Dispatcher does not have administrative permissions.

5. **Group Manager:** An authorized user in the SJ Alert system who is authorized to access the system for the purpose of adding and/or editing user information and groups within their assigned group. A Group Manager also has full message sender permissions.

6. **Mass Notification System (SJ Alert):** A system capable of broadcasting messages to large numbers of people through multiple devices including landline, mobile and VoIP telephone, electronic mail, facsimile, and TTY/TDD.

7. **The Integrated Public Alert and Warning System (IPAWS):** Part of a National Initiative under Executive Order 13407 to develop an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people. IPAWS provides alerting authorities the capability to send a single message over multiple communication pathways, which include:

   - Emergency Alert System (EAS)
   - Wireless Emergency Alerts (WEA)
   - National Oceanic and Atmospheric Administration (NOAA) All-Hazards Weather Radio
   - Other Future Technologies

8. **Emergency condition:** A situation that poses a substantial threat to the health and welfare of community members, requiring those individuals to take immediate protective action.

9. **Non-emergency condition:** A situation in which there is a need to notify the public; however, such notification does not contain protective action instructions.

10. **Voluntary "Opt-In**": The process in which community members within San Joaquin County and Cities may sign up their communication devices to receive

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non-emergency notifications and/or provide additional contact information to ensure that they receive notifications sent via SJ Alert.

11. **Internal Notification:** Internal communications, such as responder call-outs, to agency-designated internal notification groups.

12. **Contacts:** An employee or volunteer of the County or participating City who may be included in internal Notification Groups.

13. **Community member:** Member of the general public who may receive emergency messages and who may opt-in to receive non-emergency messages.

SJ Alert Advisory Committee:

The SJ Alert Advisory Committee is a County-wide organization composed of participating City and County Agency Representatives. Maintained and led by the San Joaquin County System Administrator via the Office of Emergency Services, the SJ Alert Advisory Committee shall meet semi-annually to conduct after-action reviews of the system usage, coordinate ongoing administration, training, public outreach, modifications to policies and guidelines, or other issues related to SJ Alert. All recommendations for substantive changes to the SJ Alert use policy shall be submitted to the Disaster Council for approval.

General:

1. System access and authorization to send broadcasts shall be the responsibility of the San Joaquin County Office of Emergency Services and designated SJ Alert agencies in each participating City.

2. SJ Alert can be used as a public alerting tool when an incident threatens life or property in San Joaquin County, in order to disseminate protective action instructions to the affected county residents and visitors; and to distribute information only to community members who have opted into receiving such messages.

3. For each message sent using SJ Alert, the agency sending the message shall be responsible for managing the questions, comments, or concerns arising from the message. To this end, each message sent through SJ Alert shall include sources of additional information.

4. The SJ Alert Advisory Committee is established with representatives from the San Joaquin County Office of Emergency Services, County Agencies, and participating City representatives, designated by their jurisdictions.

5. The Common Alerting Protocol (CAP) is an international public alerting standard required for IPAWS messages. All emergency messages distributed through SJ

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Alert shall be formatted using CAP, whether or not IPAWS is used to disseminate the message.

Emergency Uses:

1. The San Joaquin County Office of Emergency Services or authorized representatives of Participating Agencies will be responsible for the use of SJ Alert for emergency notifications that are to be broadcast within the geographic boundaries of the sending agency.

2. Emergency use covers incidents that threaten life or property in San Joaquin County, **for which responders need affected community members to take protective action(s)**. In all cases, emergency messages should be delivered proactively.

3. The nature of the incident and directions from authorized public safety officials will dictate the specific protective action instructions for the given incident or event. Based on CAP, examples of protective action instructions may include:

    a. Shelter - Shelter in place
    b. Evacuate - Relocate as instructed
    c. Prepare - Make preparations
    d. Execute - Execute a pre-planned activity
    e. Avoid - Avoid the hazard
    f. Monitor - Attend to information sources
    g. All clear - The event no longer poses a threat or concern

4. When a jurisdiction's public safety officials issue protective action instructions to the community, the jurisdiction's SJ Alert System Administrator will determine whether SJ Alert should be activated to disseminate those instructions.

5. The jurisdiction's SJ Alert System Administrator may designate Authorized Users in the jurisdiction with pre-approval to disseminate emergency messages using SJ Alert.

6. Emergency notifications can be sent to all County residents and visitors, to single or multiple Cities, or a select group of residents and visitors falling into a geo-targeted area.

    1. Emergency messages should be sent in the most targeted manner possible in order to avoid alerting fatigue of unaffected members of the public.
    2. Non-emergency messages (which do not contain protective action instructions) may also be sent during incidents/events. Non-emergency messages are intended to keep interested community members informed about a response to high-profile events. Community members need to opt-in to receive these messages. See *Non-Emergency Uses* for details.

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Cross-Jurisdiction Messages

1. The San Joaquin County Office of Emergency Services will be responsible for the use of SJ Alert for any emergency messages to multiple jurisdictions within the county.

2. It is the responsibility of the San Joaquin County Office of Emergency Services to approve and distribute SJ Alert emergency notifications disseminated to an area encompassing the geographic boundaries of more than one local agency. Any participating agency identifying a need to provide an emergency notification to the public with a reasonable belief the incident may likely impact neighboring jurisdictions shall notify the San Joaquin County Office of Emergency Services to request the notification be broadcast to all potentially-impacted areas.

3. An exception to this requirement is made for incidents in which public safety officials from the alerting agency believe that any delay in broadcasting the alert notification would pose an undue risk to life and/or property. In this case, as soon as reasonably possible, any participating agency broadcasting an alert notification outside of the geographic boundaries of their city shall notify San Joaquin County OES and the Public Safety Answering Point (PSAP) of any neighboring jurisdictions impacted by the emergency notifications.

Non-Participating Agencies

1. Agencies not participating in SJ Alert may request that the San Joaquin County Office of Emergency Services use the system to distribute emergency notifications to the public on their behalf.
    a. Upon review of the circumstances surrounding the request, the Director of Emergency Operations, or his/her delegate(s), will have final authority to approve or deny any request for emergency broadcast from a non-participating agency.
    b. Requests for non-emergency use of the SJ Alert system shall not be accepted from non-participating agencies.

IPAWS Messages

1. A certain subset of emergency messages will meet the standards for delivery through IPAWS:
    - IPAWS messages are to be issued only for **extreme** or **severe** hazards.
    - The hazard must **have happened** or be **likely to happen.**
    - IPAWS messages must contain protective action instructions that recipients must follow **within 1 hour** in order to reduce their vulnerability to an imminent threat.

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2. The San Joaquin County Office of Emergency Services will be responsible for use of SJ Alert for any IPAWS activations.

3. Any IPAWS activation request must be approved by the San Joaquin County Director of Emergency Operations, or his or her delegate(s), whether the request comes from a participating agency or a non-participating agency.

Non-Emergency Uses:

1. The San Joaquin County Office of Emergency Services or authorized City System Administrators will be responsible for the use of SJ Alert for non-emergency uses.

2. The primary distinction between emergency and non-emergency messages is that **non-emergency messages do not contain protective action instructions** for the message recipient to follow. Non-emergency notifications are primarily intended for the dissemination of government or utility-related program information. The urgency, hazards, and topics of non-emergency messages will vary widely, and may include:

    a. Missing person notifications
    b. Non-emergency weather alerts
    c. Traffic problems
    d. Parking restrictions
    e. Street closures
    f. Water system issues
    g. Significant police or fire activity
    h. Public health concerns
    i. Crime information
    j. Notifications to update residents on important programs or special events

    This list is not intended to be all-inclusive; however, use of SJ Alert for the dissemination of the following types of messages is strictly prohibited:

    a. Any message of a commercial nature
    b. Advertising or solicitations
    c. Any message of a political nature
    d. Any non-official business (e.g., articles, sales, retirement announcements, etc.)

3. SJ Alert may be used to disseminate non-emergency information only to community members who have **opted-in** to receive this information.

4. Each authorized System Administrator is responsible for determining the non-emergency (opt-in) messaging groups that their jurisdiction will make available to community members.

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5. Non-emergency notifications will generally be restricted to between the hours of 9:00 AM and 8:00 PM unless circumstances require the message to be sent outside of that time frame.

6. Multiple non-emergency notifications on the same subject matter or within a short time frame shall be avoided so as to avoid notification fatigue among message recipients.

Internal Notifications:

The SJ Alert system is capable of disseminating notifications to predetermined internal employee/volunteer groups and allows recipients to confirm receipt of the notification. These communications may include:

a. Responder call-outs
b. Mission-critical information
c. Response updates and/or cancellations

2. Authorized System Administrators are responsible for establishing the internal contact groups used by their agency. This includes inputting and maintaining associated contact information to ensure it is current and accurate.

Coordination of Notification Systems:

Certain situations will require coordinated use of SJ Alert across departments within San Joaquin County and its participating cities. All County departments and cities or other organizations outside the San Joaquin County Office of Emergency Services will be required to sign a Memorandum of Agreement (MOA) governing the use and cooperative sharing of the SJ Alert resource.

In addition to the San Joaquin County Office of Emergency Services and authorized and trained County PSAP-911 Communications departments, the following is a non-exclusive listing of the types of organizations that may be granted access to the SJ Alert system upon executing the Memorandum of Understanding with the County.

- San Joaquin County Departments
- Cities in San Joaquin County
- Public utilities operating in San Joaquin County
- Special Districts operating in San Joaquin County
- Other public offices as approved by the San Joaquin County Office of Emergency Services.

All people responsible for disseminating messages in the SJ Alert System must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue in response to the overuse of the system.

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The needs of San Joaquin County and other authorized SJ Alert system users may differ. In such situations, it is important that the use of SJ Alert is coordinated so as to eliminate multiple messages with the same or similar content and to eliminate conflicting messages. All participating agencies will work to eliminate conflicting, confusing or duplicative messages from being sent.

To ensure message consistency in the event the San Joaquin County Operational Area Emergency Operations Center (EOC) and City EOC(s) are activated for the same event, all SJ Alert emergency notifications will be coordinated through the Joint Information Center (JIC) at the San Joaquin County Operational Area Emergency Operations Center (EOC), and disseminated only after all stakeholders have collaborated and agreed upon the information and objectives relative to the incident.

Privacy Policy:

It is the policy of the San Joaquin County Office of Emergency Services and each member jurisdiction to preserve and protect the integrity and the privacy of personal data that is collected for use with SJ Alert. Such data includes personal contact information, including residence and business addresses, home phone numbers, work phone numbers, pager numbers, cellular telephone numbers, TDD/TTY numbers, and text and e-mail addresses.

It is understood that the notification data contained within the SJ Alert service contains proprietary information that is designated “for emergency use only” and that such data may contain otherwise unpublished and unlisted telephone numbers provided by residents who “opt-in” through the self-registration portal and are not to be disseminated. No personal data will be disseminated or extracted from the master telephone number and contact path table, which is a part of SJ Alert or reports produced by SJ Alert to be used for any other purpose than mass notification.

Establishing and Maintaining SJ Alert Contact Information:

The database of contact information throughout the region will be established initially from the public, published “White Pages” (residential) and “Yellow Pages” (business) phone directory information.

The White Pages and Yellow Pages directory information will be updated quarterly. Additionally, community members will be able to sign up through the SJ Alert “opt-in” web page. This voluntary process allows people to provide additional contact information to ensure that they receive desired notifications sent via SJ Alert. All contact information uploaded into the SJ Alert database will be geocoded to the map data of San Joaquin County and its Cities.

When registering for SJ Alert, community members will have the ability to opt-in to receive certain types of non-emergency messages. Community members may establish a profile for their location, such as when special needs exist or when oxygen is in use at a location. Community members registering or loaded through white pages information

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will not be able to opt-out of emergency notifications unless they verify they no longer reside in the area.

It is the responsibility of the community member who signed up to maintain and make changes to his or her contact information when moving or when contact information changes. Periodic reminders may also be sent from an authorized agency to urge community members to update their contact information.

Departments/organizations that collect and upload contact information for public and internal contact groups into SJ Alert are responsible for maintaining that data.

Resolution of Issues or Disputes:

The resolution of any issues or disputes in the use of SJ Alert will be made to the SJ Alert Advisory Committee for resolution, or if necessary, referred by the Chair to the Disaster Council.

SJ Alert System Training:

No person or entity shall be able to activate and send an alert or notification to the public except those who are authorized and approved in writing by the San Joaquin County Office of Emergency Services. Such persons representing a City or County Agency shall attend and be certified at all training required to become an authorized and trained activator of the SJ Alert Mass Notification System. Any individual or agency who is determined to have violated the policies and procedures governing the use of the SJ Alert Mass Notification System is subject to removal from the list of authorized users. **Access:**

It will be the responsibility of the Agency Group Manager to ensure staff users are updated and modified periodically in the system. Participating Agency representatives to the SJ Alert Advisory Committee will be responsible to identify authorized agency group managers. The Office of Emergency Services, as the System Administrator will assign Agency Group Managers for each participating agency.

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RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LODI AND THE COUNTY OF SAN JOAQUIN REGARDING PARTICIPATION IN THE SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM

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WHEREAS, the purpose of the Memorandum of Agreement (MOA) is to establish mutually agreeable guidelines for allowing the City access to, and use of the County MNS system; and

WHEREAS, San Joaquin County (SJC) obtained funding through the Homeland Security Grant Program to secure the Everbridge System service through July 30, 2021. The Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency, and to deliver actionable information intended to enhance public safety; and

WHEREAS, the term of the MOA will remain in force and effect until end of current contract, or until such time as: (a) grant funding for the County MNS is reduced or discontinued; (b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found; (c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or (d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days; and

WHEREAS, the County will continue to pursue additional grant funding for the sustainment of the project beyond July 30, 2021. As long as grant funds continue to fund the total costs of the Everbridge System, the County will make this service available to all participating cities within the County at no additional cost. If the grant funding should discontinue, the County will provide the City of Lodi with the proportional cost of continuing to utilize the Everbridge System, and the City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Memorandum of Agreement between the City of Lodi and the County of San Joaquin regarding the participation in the San Joaquin County Unified Mass Notification System; 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: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-13**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Lease of City Property Located at 111 North Stockton Street

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute lease of City property located at 111 North Stockton Street.

BACKGROUND INFORMATION: On May 20, 2020, Staff requested Council direction regarding the lease for 111 North Stockton Street (CrossFit Lodi) because they were operating month-to-month under an expired lease term. Concurrently, the Community Partnership for Families of San Joaquin had expressed interest in this location because their lease was expiring soon. At that meeting, a representative from the Community Partnership for Families of San Joaquin advised they did not want to displace an existing business (CrossFit Lodi) and expressed stronger interest in sharing the building currently occupied by Lodi Adopt-A-Child.

Council directed Staff to proceed with preparing a new lease agreement with CrossFit Lodi at the 111 North Stockton Street location and to facilitate discussions between Lodi Adopt-A-Child and Community Partnership for Families of San Joaquin to determine if these two non-profit organizations could agree to work out of the same building space. Staff continues to pursue this direction.

The proposed lease agreement includes a starting lease rate of $1,825 per month for the first full 12 months, followed by yearly rent adjustments based on the annual change in Consumer Price Index for all Urban Consumers from San Francisco-Oakland-Hayward California area. Based on research conducted by Staff, the initial monthly rate is consistent with the market rate for buildings of this type and location and is acceptable to the new owners of CrossFit Lodi. The initial term of the lease extends through August 31, 2022, with the provision for one, two-year extension, if mutually agreed upon by the City and CrossFit Lodi.

FISCAL IMPACT: Proceeds from this lease will be directed to the Parks, Recreation, and Cultural Services Fund.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/CES/tc
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

LEASE AGREEMENT

111 North Stockton Street
Lodi, San Joaquin County, California

THIS AGREEMENT, made and entered into this _____ day of August, 2020, by and between the CITY OF LODI, a municipal corporation, (hereinafter "Owner"), and _____, hereinafter ("Tenant").

W I T N E S S E T H:

1. PROPERTY: That for and in consideration of the rents to be paid, and the covenants to be faithfully kept and performed by Tenant, Tenant does hereby rent from Owner, the premises located at 111 North Stockton Street, Lodi, San Joaquin County, California and all improvements thereto (the "Property") for the operation of a fitness facility with weight training and cardio equipment known as Cross Fit, LLC.

2. TERM/RENEWAL: The term of this Agreement shall begin on September 1, 2020 ("Commencement Date") and shall continue until August 31, 2022. Tenant shall have the right and option to extend this Agreement for an additional period of two additional years, at Tenant's election, and upon agreement with Owner. To exercise the option, Tenant must be in good standing, and Tenant must deliver a written notice of renewal to Owner not later than 90 days prior to the end of the initial term; this Agreement shall be renewed at fair market value, which the parties will endeavor to agree upon in good faith, based on similarly situated properties in the same geographic area as the Property.

3. RENT: In consideration of this Agreement, Tenant agrees to pay to Owner as rent for the Property the sum of $1,825.00 per month for the first twelve months of the lease term. Rental payments are due and payable no later than the 1st day of each month, commencing on _____, 2022. The cost adjustment, starting the second year, shall be based on the annual change in Consumer Price Index (CPI) for all Urban Consumers from San Francisco-Oakland-Hayward California area. The adjusted rental amount will be due and payable no later than the 1st day of each month, commencing on August 1, 2021 and continuing through July 31, 2022. A late charge of $60 may be assessed for any payment more than 10 days past due. Rental payments shall be directed to the City of Lodi, Attn: Public Works Department, P.O. Box 3006, Lodi, CA 95241, or in person to City Hall, located at 221 West Pine Street, Lodi, California, 95240, for processing and shall be paid without prior notice or demand to Tenant by Owner.

4. USE/USE PROHIBITED: The Property shall be used solely for the purpose of operating the business of Cross Fit, LLC. Tenant shall not use any portion of the Property for purposes other than those specified herein, and no use shall be made or permitted to be made upon the Property, nor acts done, which will increase the existing rate of insurance upon the Property, or cause cancellation of insurance policies covering the Property. Tenant shall not engage in any activities excluded from coverage under its insurance policy on the Property. Tenant shall not conduct or permit any sale by auction on the Property.

5. ORDINANCES AND STATUTES: It is further understood and agreed by Tenant that Tenant must comply with all present and future laws, ordinances, rules, and regulations promulgated by any governmental authority of competent jurisdiction regulating the type of business to be conducted on the Property during the term of this Agreement and any extension thereof; including any and all public health orders issued by the State of California or San Joaquin County. Tenant shall use and occupy the Property in a quiet, lawful, and orderly manner. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the Property shall, at the option of the Owner, be deemed a breach hereof.

6. SIGNS: Tenant shall not construct any projecting sign or awning without prior written consent of Owner which consent shall not be unreasonably withheld. It is agreed that Tenant will post "Hours of Operation" signs on the doors of the Property. All signs and locations of signs must be approved by the City of Lodi Public Works Director or designee. All costs associated with the purchase and installation of signs shall be the responsibility of Tenant.

7. ABANDONMENT OF PROPERTY: Tenant shall not vacate or abandon the Property at any time during the term hereof, including extensions, and if Tenant shall abandon or vacate the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant left upon the Property shall be deemed to be abandoned, at the option of Owner.

8. TRADE FIXTURES: Any and all improvements made to the Property during the term hereof, including extensions, shall belong to the Owner, except trade fixtures of the Tenant. Tenant may, upon termination hereof, remove all trade fixtures, but shall repair or pay Owner for all repairs caused by damage to the Property occasioned by the removal of such trade fixtures.

9. DESTRUCTION OF THE PROPERTY: In the event of a partial destruction of the Property during the term hereof, from any cause, Owner shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Agreement, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Property. If such repairs cannot be made within sixty (60) days, Owner, at his option, may make the same within a reasonable time, this Agreement continuing in effect with the rent proportionately abated as aforesaid, and in the event that Owner shall not elect to make such repairs which cannot be made within sixty (60) days, this Agreement may be terminated at the option of either party.

   In the event that the building in which the Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Owner may elect to terminate this Agreement whether the Property be injured or not. A total destruction of the building in which the Property may be situated shall terminate this Agreement.

   In the event of any dispute between Owner and Tenant with respect to the provisions hereof, the matter shall be settled by arbitration in such a manner as the parties may agree upon, or if they cannot agree, in accordance with the rules of the American Arbitration Association then in effect.

10. INSOLVENCY: In the event a receiver is appointed to take over the business of Tenant, or in the event Tenant makes a general assignment for the benefit of creditors, or Tenant takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this Agreement by Tenant.

11. REMEDIES OF OWNER ON DEFAULT: In the event of any breach of this Agreement by Tenant, Owner may, at its option, terminate this Agreement and recover from Tenant: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Owner for all detriment proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

    Owner may, in the alternative, continue this Agreement in effect, as long as Owner does not terminate Tenant's right to possession, and Owner may enforce all his rights and remedies under this Agreement, including the right to recover the rent as it becomes due under this Agreement. If such breach continues, Owner may, at any time thereafter, elect to terminate this Agreement.

    Nothing contained herein shall be deemed to limit any other rights or remedies which Owner may have.

12. RELATIONSHIP OF PARTIES: It is understood and agreed that the relationship between the parties is that of landlord and tenant and not as a party or agent of Owner. Tenant, shall carry Worker's Compensation Insurance and observe all laws and regulations applicable to employers in the State of California.

13. BUILDING INTERIOR MAINTENANCE: Building Interior Maintenance (Janitorial Services) shall be the responsibility of Tenant.

14. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Agreement or sublet any portion of the Property without prior written consent of the Owner, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Owner, may terminate this Agreement.

15. ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter upon the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

16. MAINTENANCE, REPAIRS, ALTERATIONS OR ADDITIONS: Tenant acknowledges that the Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Property in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the roof, exterior plate glass, exterior walls, structural foundations, HVAC and all other items installed by the Owner, and common areas which shall be maintained by Owner unless damaged by Tenant's use. No repairs, alterations or additions to the Property shall be made without prior written consent of Owner. Prior to

the commencement of any substantial repair, improvement, or alteration, Tenant shall give Owner at least two (2) days written notice in order that Owner may post appropriate notices to avoid any liability for liens. Tenant shall not commit any waste upon the Property, or any nuisance or act which may disturb the quiet enjoyment of any tenant of Owner. Any concerns shall be submitted in writing to the Public Works Director, City of Lodi, P. O. Box 3006, Lodi, CA 95241.

17. SURRENDER OF PREMISES: Tenant shall, at the termination of the Agreement hereby created, or upon the earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender the Property in good order, condition, and repair, reasonable wear and tear and acts of God or fire excepted.

18. FEES: Tenant shall pay all license fees, or other fees or taxes, including possessory interest taxes, levied by any governmental agency which may be imposed upon the business of Tenant or its subtenant conducted upon the Property.

    If any of the above charges are assessed against the Property, and because of said assessment, the Owner pays the same, the Owner will have the right to, regardless of the validity of any such levy, demand that Tenant repay to Owner all taxes and other assessments so levied against Owner. Failure of Tenant to pay such levy will constitute a breach of this Agreement.

19. UTILITIES: Tenant agrees that it shall be responsible for the payment of all utilities, including water, wastewater, gas, and electricity. During the term of this Agreement, and any extension thereof, it is understood and agreed by the parties hereto that Tenant shall be responsible for the installation, maintenance and cost of any telephone lines installed or used by Tenant, and solid waste removal, at no cost to Owner.

20. MECHANIC'S LIEN: Tenant agrees to keep the Property free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Tenant shall not create, or suffer to be created, any lien or encumbrance on the Property.

21. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Tenant, at its expense, shall maintain public liability insurance including bodily injury and property damage insuring Tenant and Owner with minimum coverage of $2,000,000 each occurrence. More particularly described as follows:

    Tenant agrees to indemnify, defend and save harmless Owner from and against all claims of whatever nature arising from any act, omission, or negligence of Tenant or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused any person, or to the Property of any person, occurring during the term thereof, in or about the Property where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney's fees incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

    Tenant agrees to maintain in full force during the term hereof a policy of public liability insurance under which Tenant is named as insured, and containing an additional named insured endorsement naming Owner as an additional insured, and under which the insurer agrees to indemnify and hold Tenant and Owner harmless from and against all

costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the Property, where such accident, damage, or injury, including death, results, or is claimed to have resulted, from any act or omission on the part of Tenant, or Tenant's agents or employees. The minimum limits of such insurance shall be $2,000,000.00 (Two Million Dollars). In addition to the additional named insured endorsement on Owner's policy of insurance, said insurance policy shall be endorsed to include the following language:

> "Insurance as is afforded by the endorsement for additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its elected and appointed officials, officers, directors, and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

To the maximum extent permitted by insurance policies which may be owned by Owner or Tenant, Owner and Tenant, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

A duplicate or certificate of said public liability and property damage insurance policy containing the above-stated required endorsements shall be delivered to Owner within ten (10) days after the issuance and each renewal of said policy. This paragraph, and all other provisions of this Agreement, shall apply and be construed as applying to any subtenant of Tenant.

Proof of insurance is subject to approval of Owner's Risk Manager.

22. BANKRUPTCY, RECEIVERSHIP, AND INSOLVENCY: If Tenant should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of the premises, and such bankruptcy, insolvency, or receivership proceeding shall not be dismissed within ninety (90) days, then Owner may, without notice or demand, terminate this Agreement and forthwith reenter and repossess the Property, and remove all persons therefrom, and under no circumstances shall this Agreement be assignable or transferable by operation of law.

23. ATTORNEY'S FEES: In case suit should be brought for recovery of the Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.

24. WAIVER: Failure of Owner to insist upon performance of any of the terms or conditions of this Agreement in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Tenant's obligations to such future performance shall continue in full force and effect. The receipt by Owner of rent, with the knowledge of the breach of this Agreement or condition hereof, shall not be determined to be a waiver of any such breach.

25. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or Owner at the address

shown below, or at such other places as may be designated by the parties from time to time as provided herein.

OWNER:

Public Works Director
City of Lodi – Public Works Department
P. O. Box 3006
Lodi, California 95241

TENANT:

_____
_____
_____
_____

26. HOLDING OVER: If applicable under this Agreement, any holding over after the expiration of this Agreement, with the consent of Owner, shall be construed as a month-to-month tenancy at a rental of 110% of the most recent rental rate per month, otherwise in accordance with the terms hereof, as applicable.

27. TIME: Time is of the essence of this Agreement.

28. HEIRS, ASSIGNS, SUCCESSORS: This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

29. BUSINESS LICENSE: Tenant acknowledges that Lodi Municipal Code Section 3.01.020 requires Tenant to have a city business license and Tenant agrees to secure such license and pay the appropriate fees prior to execution of this Agreement.

30. OWNER'S LIABILITY: The term "Owner" as used in this paragraph, shall mean only the owner of the real property that is the subject of this Agreement. In the event of any transfer of such title or interest, the Owner named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Owner's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Owner or Grantor at the time of such transfer shall be delivered to Grantee. Owner's aforesaid obligations shall be binding upon Owner's successors and assigns only during their respective periods of ownership.

31. ACCEPTANCE OF THE PREMISES: Tenant has examined the Property knows the conditions thereof, and accepts possession thereof in its present condition.

32. GOVERNING LAW: This Agreement shall be construed and governed by California law.

33. AUTHORITY: The signatories to this Agreement represent that each has full right, power, and authority to execute this Agreement on behalf of the entity each purports to represent.

34. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement on the date and year first above written.

"OWNER"

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

ATTEST:

JENNIFER CUSMIR
City Clerk

APPROVED AS TO FORM:

Janice D. Magdich

JANICE D. MAGDICH
City Attorney

Signature: Janice D. Magdich (Jul 28, 2020 16:30 PDT)

Email: jmagdich@lodi.gov

"TENANT"

Cross Fit LLC, a California limited liability corporation

NAME:
Title:

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE OF
CITY PROPERTY LOCATED AT 111 NORTH STOCKTON STREET

==========

WHEREAS, on May 20, 2020, staff requested Council direction regarding the lease for 111 North Stockton Street (CrossFit Lodi) because they were operating month-to-month under an expired lease term; and

WHEREAS, Council directed staff to proceed with preparing a new lease agreement with CrossFit Lodi at the 111 North Stockton Street location; and

WHEREAS, the proposed lease agreement includes a starting lease rate of $1,825 per month for the first full 12 months, followed by yearly rent adjustments based on the annual change in Consumer Price Index for all Urban Consumers from San Francisco-Oakland-Hayward California area; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute the lease of City property located at 111 North Stockton Street.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the lease of City property located at 111 North Stockton Street for the term of September 1, 2020 to August 31, 2022; 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: August 5, 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 August 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-14

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project

MEETING DATE: August 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for White Slough Water Pollution Control Facility 2017 Irrigation System Improvements Project.

BACKGROUND INFORMATION: This project was awarded to DSS Company dba Knife River Construction, of Stockton, on December 6, 2017, in the amount of $1,022,362. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project included replacing a concrete lined irrigation channel and relocating an existing irrigation pipeline, associated electrical/instrumentation improvements, and other incidental and related work. Both facilities convey reclaimed wastewater used to irrigate crops on the southern 400 acres of City-owned property at White Slough Water Pollution Control Facility (WSWPCF). Addressing these two elements of the irrigation system were high-priority because the existing concrete-lined ditch was prone to leaking and the existing pipeline underlies a portion of an existing power plant.

The original contract completion date was June 1, 2018, and the actual completion date was June 1, 2020. The extension in contract time (730 days) was due to a mutually agreed suspension of work to re-align the pipeline route. The re-alignment was necessary due to Pacific Gas & Electric (PG&E) restricting access to construct a portion of pipeline located within an existing transmission tower easement as originally designed. Public Works staff worked with Lodi Energy Center (LEC) staff to redesign and re-route the pipeline within the LEC site. Work was suspended while the design was coordinated with LEC staff. Once the new design was finalized, the work had to coordinate with LEC operations, as well as, the farming irrigation season. DSS Company dba Knife River Construction was very professional and accommodated all special requests of the City and LEC in order to get the work completed and on line prior to the 2020 irrigation season.

The total contract cost is $943,113.86. The difference between the original contract amount and the final contract amount (a savings of $79,248.14) is due to reduced unit quantities of certain bid items.

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.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: This project was needed to avoid State Regional Water Resources Control Board violations associated with irrigation water inadvertently leaving WSWPCF, and to reduce the probability for costlier repairs (and/or complete replacement) of portions of the irrigation system in the future.

FUNDING AVAILABLE: This project was funded by Wastewater Capital.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
CES/GW/tc

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Post for Vacancy on Lodi Improvement Committee

MEETING DATE: August 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Post for vacancy on the Lodi Improvement Committee.

BACKGROUND INFORMATION: Due to a recent resignation, there is a vacancy on the Lodi Improvement Committee. It is recommended that the City Council direct the City Clerk to post for this vacancy for a period of 30 days.

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

POSTINGS:

Lodi Improvement Committee

Alfredo Almazan Term to expire March 1, 2022

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

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Agenda Item G-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Declaring Results of the Majority Protest Proceedings and Renewing the Lodi Tourism Business Improvement District (LTBID)

MEETING DATE: August 5, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Public hearing to consider adopting resolution declaring results of the majority protest proceedings and renewing the Lodi Tourism Business Improvement District (LTBID)

BACKGROUND INFORMATION: The LTBID is a benefit assessment district proposed to continue a revenue source to help fund sales, marketing, and communications and visitor service enhancement programs to market assessed lodging businesses in Lodi as tourist, meeting, and event destinations. 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 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 BUSINESS IMPROVEMENT DISTRICTS

Tourism Business Improvement Districts (TBIDs) 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 TBID fund the TBID, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TBID.

TBID 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

APPROVED: _____
Stephen Schwabauer, City Manager

In California, TBIDs 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 district to raise funds within a specific geographic area. The key difference between TBIDs and other special benefit assessment districts is that funds raised are returned to the private nonprofit corporation governing the TBID.

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 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 the LTBID renewal, there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the LTBID.

The City will be responsible for collecting the assessment on a quarterly basis from each lodging business located in the LTBID boundaries. The City shall forward the assessments to Visit Lodi! which will have the responsibility of managing LTBID programs as provided in this Management District Plan. The City shall be paid a fee equal to 3.25 percent of the amount of assessment collected to cover its costs of collection and administration.

LTBID RENEWAL PROCESS

June 17, 2020 RESOLUTION OF INTENTION HEARING (Completed)
Upon the submission of a written petition, signed by the business owners in the renewed district who will pay more than fifty percent (50% 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 in June of 2020 from lodging businesses, which represent 85.24 percent of the total LTBID assessment. This majority petition allows the Council to initiate proceedings to LTBID renewal at the June 17, 2020 meeting.

June 19, 2020 NOTICE (COMPLETED)
The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the LTBID. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest LTBID renewal.

July 15, 2020 PUBLIC MEETING (COMPLETED)
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 fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of (1) year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to renew the LTBID, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the renewed LTBID, the Council shall adopt a resolution of renewal and the Management District Plan dated April 21, 2020.

FISCAL IMPACT: None immediately. The City will receive a fee of 3.25 percent of the amount collected to cover its costs of administration. 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.

_____
Astrida Trupovnieks
Business Development Manager

_____
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.

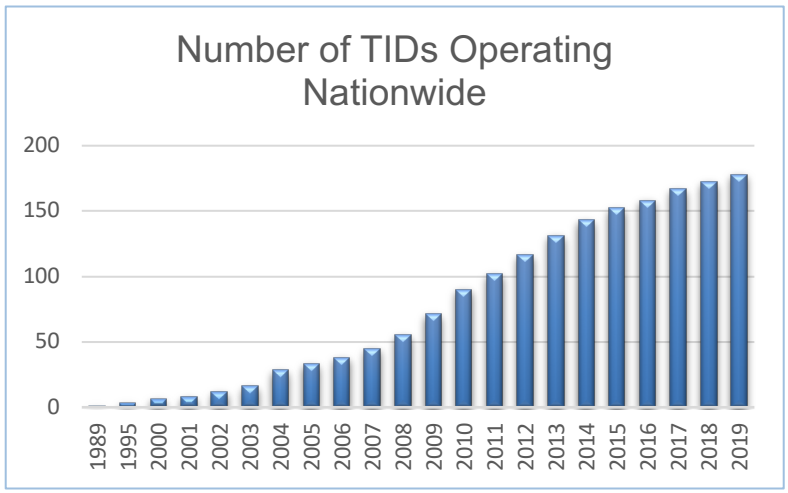
II. ACCOMPLISHMENTS

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:

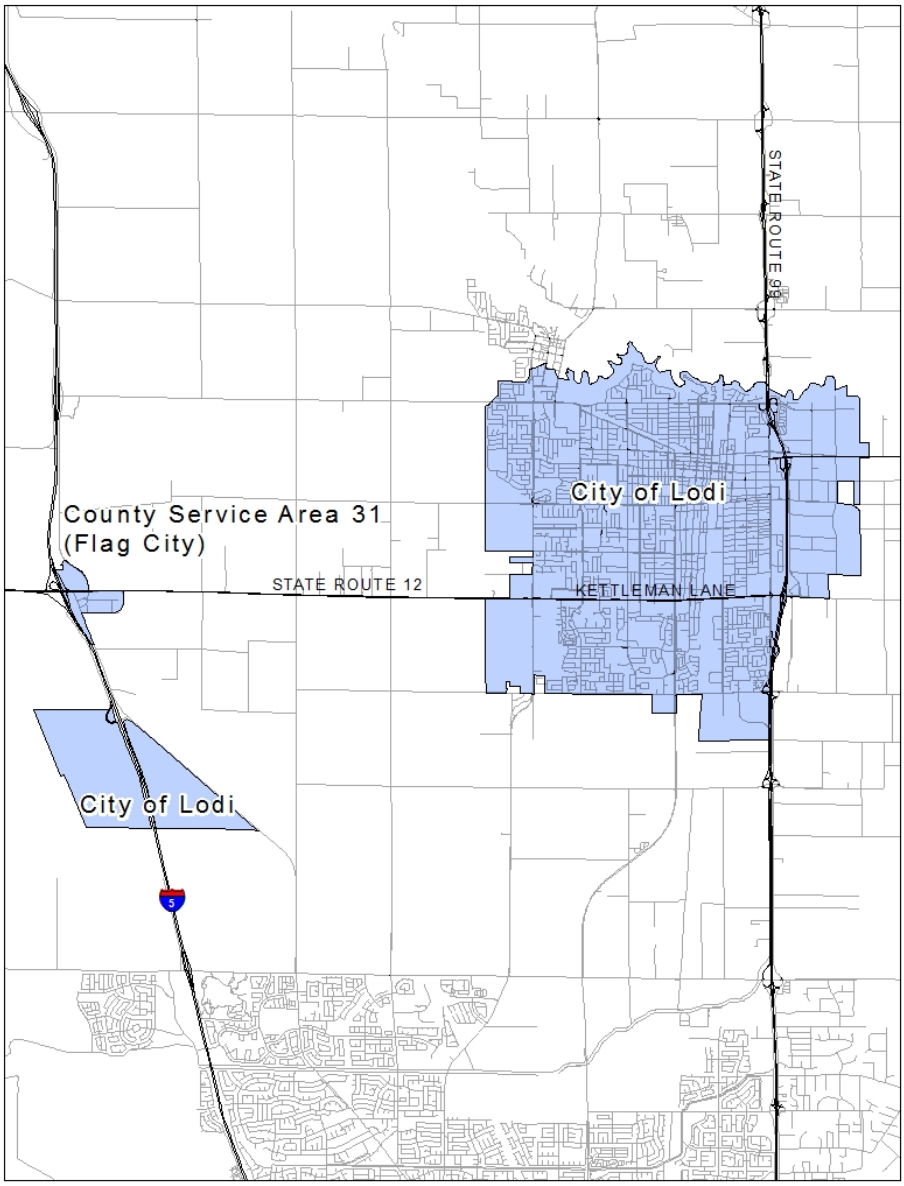
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, 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 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, 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 LTBID can be found in Appendix 2.

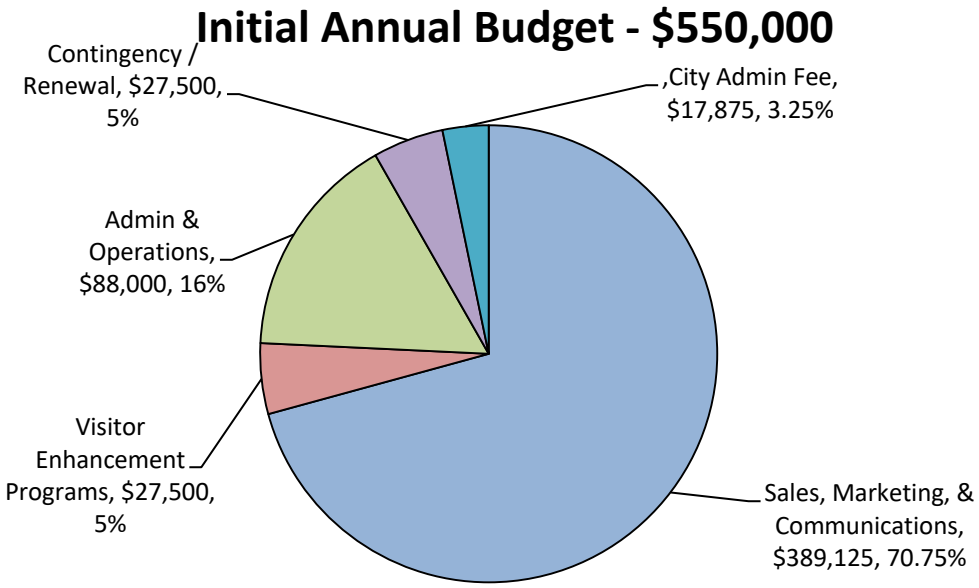


V. BUDGET AND SERVICES

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 LTBID 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 LTBID, any and all assessment funds may be used for the costs of defending the LTBID.

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 LTBID, 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 LTBID are government services within the meaning of Proposition 26[5]. 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

LTBID 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 LTBID-funded activities, be featured in advertising campaigns, and benefit from other LTBID-funded services. Non-assessed lodging businesses will not receive these, nor any other, LTBID-funded services and benefits.

The LTBID-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-LTBID funds. LTBID 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 LTBID 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,

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[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 LTBID assessment is identified separately it shall be disclosed as the "LTBID Assessment." As an alternative, the disclosure may include the amount of the LTBID 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 additional 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 LTBID 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 LTBID. 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.

<u>36621.</u> 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.

<u>36622.</u> 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.

<u>36623.</u> 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 assessees 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, Calif. 95240
Tudor Oasis	6010 Garden Dr	Newcastle, CA 95658
Viking Motel	815 S. Cherokee Lane	Lodi, Calif. 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 LODI CITY COUNCIL
DECLARING RESULTS OF THE MAJORITY PROTEST
PROCEEDINGS AND RENEWING THE LODI TOURISM
BUSINESS IMPROVEMENT DISTRICT (LTBID)

==========

WHEREAS**,** the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et. seq.) authorizes the City of Lodi (City) to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS**,** lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the LTBID have petitioned the City Council to renew the LTBID; and

WHEREAS, the renewed LTBID includes lodging businesses in 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"; and

WHEREAS, consent to include lodging businesses has been received from San Joaquin County; and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on lodging businesses within the LTBID to pay for 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; and

WHEREAS**,** the assessed lodging businesses within the LTBID will receive a specific benefit from the activities and improvements set forth in the Plan; and

WHEREAS**,** on June 17, 2020 at 7:00 p.m. at 305 West Pine Street, Lodi, the City Council adopted a Resolution of Intention, Resolution No. 2020-137; and

WHEREAS**,** the public meeting and public hearing to consider the renewal of the LTBID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on July 15, 2020 at 7:00 p.m. at 305 West Pine Street, Lodi, the City Council held a public meeting regarding the renewal of the LTBID, and the City Council heard and received objections and protests, if any, to the renewal of the LTBID and the levy of the proposed assessment; and

WHEREAS**,** on August 5, 2020 at 7:00 p.m. at 305 West Pine Street, Lodi, CA the City Council held a public hearing regarding the renewal of the LTBID, and the City Council heard and received all objections and protests, if any, to the renewal of the LTBID and the levy of the proposed assessment; and

WHEREAS**,** the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed LTBID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business; and

WHEREAS, the City of Lodi bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City of Lodi in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payer bear a fair or reasonable relationship to the specific benefits or specific government services received by the payer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.

2. The LTBID is hereby renewed for a 10-year term, beginning October 1, 2020 through September 30, 2030.

3. The Plan dated April 21, 2020 is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the LTBID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the LTBID; to provide activities or improvements outside the LTBID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the LTBID boundaries to create a specific benefit to the assessed businesses may be provided but shall be limited to marketing or signage pointing to the LTBID.

5. The City Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the LTBID that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payer 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.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payer 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.

d) Assessments imposed pursuant to the LTBID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the “LTBID Assessment” or “Tourism Assessment” as specified in the Plan.

6. The assessments levied for the LTBID shall be applied towards sales, marketing, and communications and visitor service enhancements programs to market assessed lodging businesses in Lodi as tourist, meeting, and event destinations, as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.

8. The assessments for the entire LTBID will total approximately $550,000 in the first twelve (12) months.

9. Bonds will not be issued to fund the LTBID.

10. 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”. A boundary map is attached hereto and incorporated herein by reference.

11. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the LTBID assessment is levied as long as they are used consistent with the requirements set forth herein.

12. The assessments to fund the activities and improvements for the LTBID will be collected by the City of Lodi from each lodging business located in the LTBID on a quarterly basis, and in accordance with Streets and Highways Code §36631.

13. The City Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners’ Association of the LTBID as defined in Streets and Highways Code §36612. The City Council has determined that Visit Lodi! shall be the LTBID Owners’ Association.

14. Visit Lodi!, pursuant to Streets and Highways Code §36650, 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 improvement and activities described in the report. The first report shall be due after the first year of operation of the LTBID.

15. The LTBID established pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).

16. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the establishment of the LTBID and to levy the assessments.

17. This Resolution shall take effect immediately upon its adoption by the City Council.

Dated: August 5, 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 August 5, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

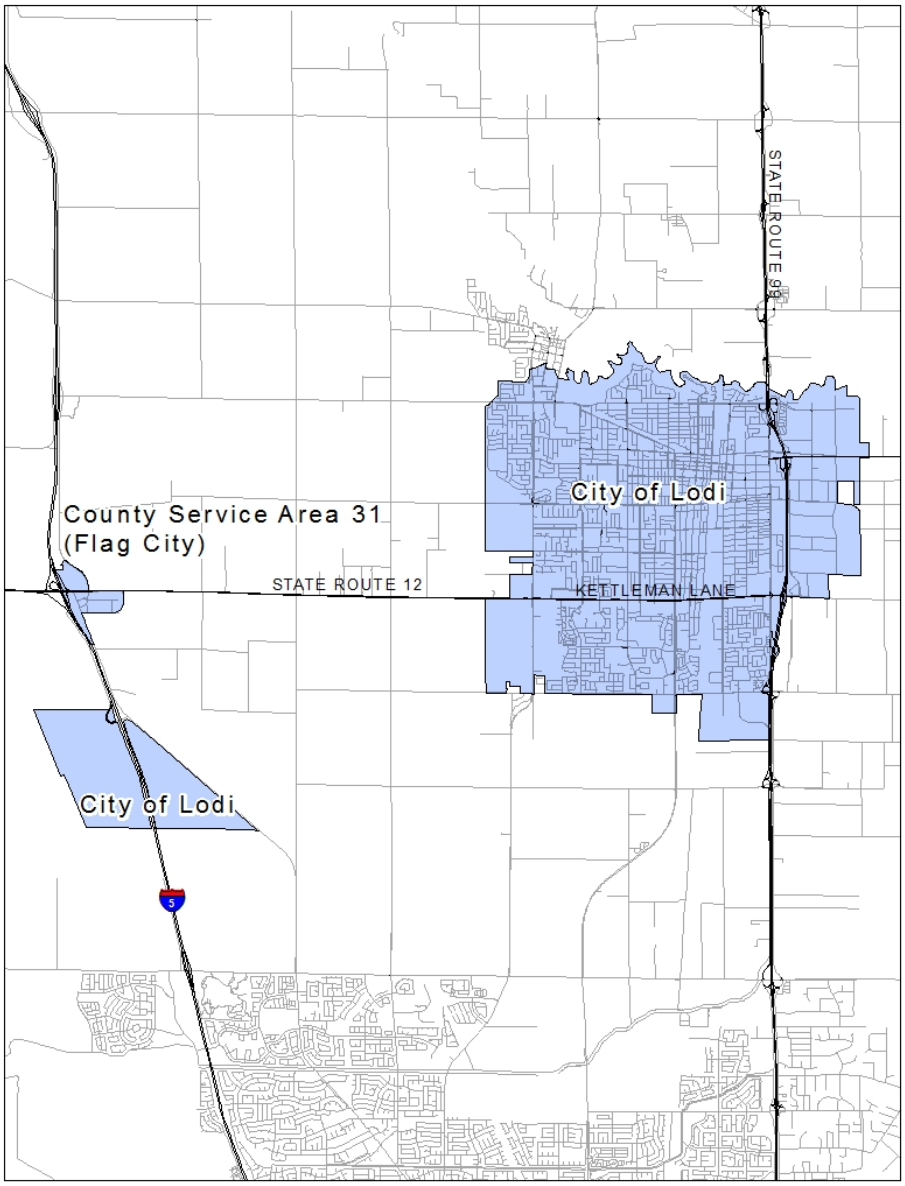
NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

EXHIBIT A
District Boundaries



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 MEETING AND PUBLIC HEARING FOR RENEWAL OF LODI TOURISM BUSINESS IMPROVEMENT DISTRICT AND LEVY OF ASSESSMENTS ON LODGING BUSINESSES IN CITY OF LODI**

PUBLISH DATE: **SATURDAY, JUNE 27, 2020**

LEGAL AD

TEAR SHEETS WANTED: **One (1) please**

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #5100152

PAMELA M. FARRIS, ASSISTANT CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: WEDNESDAY, JUNE 24, 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 12:19 (time) on 6/24/20 (date) _____ (pages)

DECLARATION OF POSTING

NOTICE OF PUBLIC MEETING AND PUBLIC HEARING ON RENEWAL OF THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT AND THE LEVY OF ASSESSMENTS ON LODGING BUSINESSES IN THE CITY OF LODI

On Thursday, June 25, 2020, in the City of Lodi, San Joaquin County, California, a copy of a Notice of Public Hearing on renewal of the Lodi Tourism Business Improvement District and the levy of assessments on lodging businesses in the City of Lodi (attached hereto, marked 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 June 25, 2020, at Lodi, California.

ORDERED BY:

PAMELA M. FARRIS
ASSISTANT CITY CLERK

Pamela M. Farris
PAMELA FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2020-137-137

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

==========

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 available in the City Clerk's Office.

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 p.m., or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West 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 p.m., or as soon thereafter as the matter may be heard, at the Council Chambers located at 305 West 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

==========

I hereby certify that Resolution No. 2020-137 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 – Chandler, Mounce, Nakanishi, and Mayor Kuehne

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

DOUG KUEHNE, Mayor

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

AFFIDAVIT OF MAILING
PUBLIC MEETING, PUBLIC HEARING NOTICE AND RESOLUTION PACKET

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
CITY OF SACRMENTO

I, Carson Lambeth, an employee of Civitas Advisors, Inc., a California corporation with its principal offices at 1102 Corporate Way, Suite 140, Sacramento California 95831, declare under penalty of perjury, that on June 19, 2020, I deposited in the United States Mail, a copy of the attached Notice of Public Meeting, Public Hearing and Resolution concerning the renewal of the Lodi Tourism Business Improvement District, to each addressee listed on the attached mailing list.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Sacramento, California, on June 19, 2020.

Carson Lambeth

Signature of Individual Completing Mailing

NOTICE OF PUBLIC MEETING AND PUBLIC HEARING CONCERNING THE RENEWAL OF THE LODI TOURISM BUSINESS IMPROVEMENT DISTRICT (LTBID) AND LEVY OF AN ASSESSMENT ON CERTAIN LODGING BUSINESSES WITHIN THE LTBID

NOTICE IS HEREBY GIVEN that on June 17, 2020, the City Council (the "Council") of the city of Lodi (the "City") adopted a Resolution of Intention to renew the Lodi Tourism Business Improvement District (the "LTBID") and to levy an assessment on certain lodging businesses within the LTBID as set forth in the Resolution of Intention.

NOTICE IS HEREBY FURTHER GIVEN that 7:00 PM on July 15, 2020, at Council Chambers, 305 W Pine Street, Lodi, CA 95240, a public meeting shall be held pursuant to Government Code section 54954.6 to allow public testimony regarding the renewal of the LTBID and the levy of assessments therein as set forth in the Resolution of Intention and pursuant to Government Code section 54954.6.

NOTICE IS HEREBY FURTHER GIVEN that at 7:00 PM on August 5, 2020, at Council Chambers, 305 W Pine Street, Lodi, CA 95240, has been set as the time and place for a public hearing at which time the Council proposes to renew the LTBID and to levy the proposed assessment as set forth in the Resolution of Intention.

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".

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, but is not expected to significantly 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 the Management District Plan, and must provide annual reports to the City Council.

Protest: Any owner of an assessed lodging business within the proposed LTBID that will be subject to the assessment may protest the renewal of the LTBID. If written protests are received from the owners of assessed lodging businesses in the proposed LTBID who represent fifty percent (50%) or more of the estimated annual assessments to be levied, the LTBID shall not be renewed and the assessment shall not be imposed.

You may mail a written protest to:

Office of the City Clerk
P.O. Box 3006
Lodi, CA 95241

You may also appear at the public meeting or hearing and submit a written protest at that time.

Information: Should you desire additional information about this proposed LTBID or assessment contact:

Nancy Beckman
Visit Lodi! Convention and Visitors Bureau
25 N. School St.
Lodi, CA 95240
209-365-1195

RESOLUTION NO. 2020-137

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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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.

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15. This resolution shall take effect immediately upon its adoption by the City Council.

Dated: June 17, 2020

==========

I hereby certify that Resolution No. 2020-137 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 – Chandler, Mounce, Nakanishi, and Mayor Kuehne

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

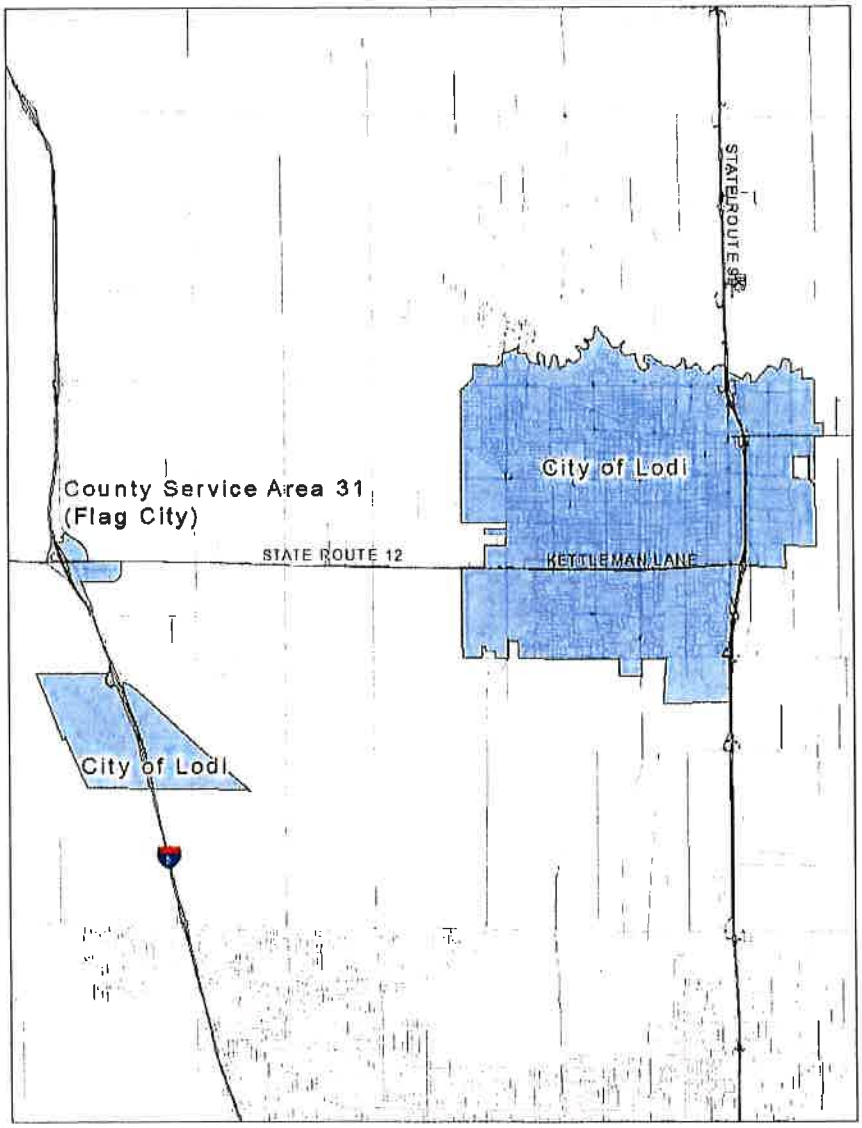
ABSTAIN: COUNCIL MEMBERS – None

DOUG KUEHNE
Mayor

ATTEST:

for PAMELA M. FARRIS
Assistant City Clerk

EXHIBIT A
District Boundaries



F1	F2	F3/owner's	F4	F5	F6
#2	Wine & Roses LLC		2505 W. Turner Rd.	Lodi, Calif. 95242	
#3	Del Rancho Motel	Ashvin Patel	501 N. Cherokee Ln	Lodi, Calif. 95240	
#4	Motel 6	Shri Laxmi Ganesha Inc	1140 S Cherokee Ln	Lodi, CA 95240	
#6	Deluxe Hotel DBA VSVR LLC	Sureshbhai M Patel	P O Box 263	Lodi, CA 95241	For: 22 South Main Street
#8	Budget Inn of Lodi	Suresh B. Patel	917 S. Cherokee Ln	Lodi, Calif. 95240	
#9	Econo Lodge Inn & Suites	Sann Hospitality	118 N. Cherokee Ln	Lodi, CA 95240	
#10	Lodi El Rancho Motel	K&R Property Group LLC	12231 Jackson Rd	Sloughhouse , CA 95683	For: 603 N. Cherokee Ln, Lodi, CA
#11	Modern Motor Lodge	Sunil $ Shobhana Yadav	1050 S Cherokee Ln #11	Lodi, CA 95240	
#15	Wine Country Inn	Nilesh Patel	607 S. Cherokee Ln	Lodi, CA 95240	
#16	Rancho Grande Motel	Hasmukh M. Bhakta	807 S. Cherokee Ln	Lodi, CA 95240	
#17	Traveler's Hotel	Ghanshyam A. Patel	112 N. School St.	Lodi, CA 95240	
#18	Viking Motel	Rakesh &Smita Patel	815 S. Cherokee Ln	Lodi, CA 95240	
#20	Days Inn & Suites	Morita Ramas	710 S. Cherokee Ln	Lodi, CA 95240	
#26	Economy Inn	Jayanti Bhakta	1100 S. Cherokee Ln	Lodi, CA 95240	
#27	Main Hotel	Moti Bhamti Trust	4 S. Main Street	Lodi, CA 95240	
#29	Hampton Inn & Suites	Geweke VII, LP	PO Box 1420	Lodi, CA 95241	For: 1337 S Beckman Rd

#30	Best Western	Rupi Padda	6411 W Banner Rd	Lodi, CA 95242	
#31	Microtel Inn & Suites	Rupi Padda	6428 W Banner Rd	Lodi, CA 95242	
#32	Lodi Holiday Inn Express	LCS-Management, Inc.	1337 E Kettleman Ln	Lodi, CA 95240	
#33	Golden Era Hotel	Gloria Properties	8095 E Crystal Dr	Anaheim, CA 92807	For: 18 S Main St
#34	Hutchins House Vacation Rental	Marne Simpson	2920 Applewood Dr	Lodi, CA 95242	For: 705 W Oak St
#35	Colleen's Cottage	Kenneth Bingaman	306 Bella Vista Dr	Lodi, CA 95242	
#36	Merlot Bungalow	Maurie Jacinto	3711 E Acampo Rd	Acampo, CA 95220	For: 430 W Elm St
#37	The Carriage House Vac	Kelly O'Mahony	2651 Douglas Fir Dr.	Lodi, CA 95242	For: 311 ½ W Oak St
#38					No Longer In Buss
#39	Bella Vino LLC		235 S Hutchins St	Lodi, Ca 95240	
#40	Lavette Prop	Lorraine Paskett	4138 Cambridge Rd	La Canada, CA 91011	For: 604 Locust Street
#41	Huckaby AirBNB	Cathleen & Bill Huckaby	2432 Muirfield Dr	Lodi, CA 95242	
#42	Pleasant House	Sylvia Rutter	P O Box 47	Woodbridge, CA 95258	For: 320 N Pleasant Ave
#43	Brick Bungalow	Kelli Cantrell	1103 Val Gardena	Lodi, CA 95242	For: 714 W Lockeford St.
#44	Lee Ave Cottage	Monique Raimundi	P O Box 1503	Lodi, CA 95241	For: 115 N Lee Ave
#45	A Simple Room	Donald W Mortensen	1512 Cherywood	Lodi, CA 95240	.
#46	The Witt Resort	David and Wendi Witt	1446 Lexington Dr	Lodi, CA 95242	
#47	Locust Street Suite	Calyn Hackworth	310 W Locust St	Lodi, CA 95240	
#48	Lockeford Bungalow	Carolin J Petersen	1300 W Lodi Ave	Lodi, CA 95240	For:107 W Lockeford St

#49	Tudor Oasis & Veranda by the Vines	Brodie Coleman	6010 Garden Dr.	Newcastle, CA 95658	For:231 Louie Ave
#50					Sold
#51	Poppy Sister Inn	Patricia Descent	533 W Oak St	Lodi, CA 95240	
#52	Lisa Isola		405 W Pine St	Lodi, CA 95240	
#53	Bordeaux Inn Lodi	Craig/Rebecca Forrest	333 W Locust St	Lodi, CA 95240	
#54	Locust Tree Inn	Stephen Machado	P O Box 1734	Lodi, CA 95240	For:428 ½ W Locust St
#55	Best Real Estate Inv.		9 W Oak St	Lodi, Ca 95240	
#56	Oasis Colibri	Mark Hamilton	1945 Edgewood Dr.	Lodi, Ca 95242	
#57	Mills Mansion	Carolin J Petersen	1300 W Lodi Ave Suite A-17	Lodi, Ca 95242	For:210 N Lower Sacramento
#58	Henry & Denise Estrada		2542 Legacy Way	Lodi, Ca 95242	
#59	Sunset Escape	John Hunt	115 Regency	Clayton, Ca 94517	
#60	Mimi's Cottage	Mimi Maley	P.O.Box 1074	Woodbridge, Ca 95258	
#61	McCay Cellars		429 W Pine St.	Lodi, Ca 95240	For:429 W Pine
#62	Katz Cozy Home	Kathryn Smith	822 Rutledge Dr	Lodi, Ca 95242	
#63	The Downtown Walnut	Kara/Joseph Franklin	1786 Mettler Rd	Lodi, Ca 95242	For:402 W Walnut
#64	Claudia M Design	Claudia Lowe	330 N Pleasant Ave	Lodi, Ca 95240	
#65	Lodi Hill House Museum	Jane Lea	826 S Church St.	Lodi, CA 95240	For:826 S Church St
#66	Cottage of California	Dianne V Hamm	116 N California	Lodi, CA 95240	For:112 N California St
#67	LBM Enterprises		401 Trinity Way	Lodi, CA 95242	

#68	Getschow B&B	Christian Getschow	1720 Cape Code Cr	Lodi,CA 95242	For:235 S Hutchins
#69	Park Place	Lisa Fromm	P O Box 189	Woodbridge, Ca 95258	For:2925 Park Oak Dr.
#70	The Garage	Brad Parker	520 N Lower Sacramento Rd.	Lodi, Ca 95242	
#71	JOJO ONG		1162 Platinum St	Union City, Ca 94587	For:101 S Fairmont Ave
#72	ALTERA DOMI LLC	Scott Hamilton	205 N Crescent Ave	Lodi, CA 95240	For: 139 S Crescent Ave
#73	Fox Den	Jim & Marsha Fox	505 Brandywine Dr.	Lodi, CA 95240	For:904 W Turner Rd
#74	Kelly Van Ruiten		1011 W Elm St	Lodi, Ca 95240	
#75	OBAID KHAN		11605 E Hwy 12	Lockeford, CA95237	For:611 Louie Ave
#76	Lodi Candlewood Suites		1345 E Kettleman Ln	Lodi, CA 95240	
#77	Her Life Magazine	Dee Yates Manager	428 W Pine St	Lodi, CA 95240	
#78	Locust Retreat	John Bell	P O Box 950	Woodbridge, CA 95258	FOR:805 W Locust
#79	DJ Investments LLC	Stephanie Shah	P O Box 5782	Galt, CA 95632	FOR: 400 Gerard Dr.
#80	Lodi Lake	Mike Butchko	595 Hamstead Dr	Galt, CA 95632	FOR: 1913 Robert St.

AGENDA ITEM I-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1978 Entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10)"

MEETING DATE: August 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1978.

BACKGROUND INFORMATION: Ordinance No. 1978 entitled, "An Uncodified Ordinance of the City Council of the City of Lodi Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10)," was introduced at the regular City Council meeting of July 15, 2020.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

JC/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

\\cvcfilv01\administration$\Administration\CLERK\Council\COUNCOM\Ordinance1.DOC

ORDINANCE NO. 1978

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) (ANNEXATION NO. 10)

==========

WHEREAS, the City Council of the City of Lodi (the "City Council") has established Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to Resolution No. 2007-59 (the "Resolution of Formation"), duly adopted on April 4, 2007, for the purpose of providing for the financing of certain public services in and for the CFD; and

WHEREAS, the City Council duly adopted Resolution No. 2020-156 (the "Resolution") on July 15, 2020, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein; and

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on July 15, 2020, the qualified electors of such territory authorized the levy of the special tax described in the Resolution; and

WHEREAS, the City Council duly adopted Resolution No. 2020-157 on July 15, 2020, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as "Annexation No. 10").

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Lodi:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied for fiscal year 2021-22 at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the City Treasurer during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this _____ day of _____, 2020

_____
DOUG KUEHNE
Mayor

Attest:

JENNIFER CUSMIR
City Clerk

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State of California
County of San Joaquin, ss.

I, Jennifer Cusmir, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1978 was introduced at a regular meeting of the City Council of the City of Lodi held July 15, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1978 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER CUSMIR
City Clerk

Approved as to Form:

Janice D. Magdich
JANICE D. MAGDICH
City Attorney