



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 5, 2020

Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

*and via conference call:

1311 Midvale Road
Lodi, CA 95240 &
Fairmont Rehab Hospital
960 S. Fairmont Avenue
Lodi, CA 95240

For information regarding this Agenda please contact:

Pamela M. Farris
Assistant City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators, Lodi Professional Firefighters, Council Appointees, and Confidential Employees Pursuant to Government Code §54957.6 (CM)

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)

- C-1 Receive Register of Claims for December 27, 2019 through January 16, 2020 in the Amount of \$5,561,726.03 (FIN)
- C-2 Approve Minutes (CLK)
 - a) December 18, 2019, January 1 and January 15, 2020 (Regular Meetings)
 - b) December 24, and December 31, 2019; January 7, January 14, and January 21, 2020 (Shirtsleeve Sessions)
 - c) January 14, 2020 (Special Meeting)
- C-3 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Main Rehabilitation Program (Project No. 8) (PW)
- C-6 Approve Plans and Specifications and Authorize Advertisement for Well 27 Granular Activated Carbon Filter System (PW)
- C-7 Approve Specifications and Authorize Advertisement for Bids for 2020 Pavement Maintenance Project (PW)
- C-8 Approve Specifications and Authorize Advertisement for Bids for Lodi Avenue and Mills Avenue Resurfacing Project (PW)
- Res. C-9 Adopt Resolution Awarding Bid for Purchase of Medium Voltage Cable from The Okonite Company, of San Ramon (\$52,474.19) (EU)

- Res. C-10 Adopt Resolution Authorizing Vehicle Replacement and Purchase of Animal Services Truck from Downtown Ford, of Sacramento, Utilizing State of California Contract No. 1-18-23-20A and Appropriate Funds (\$62,900) (PD)
- Res. C-11 Adopt Resolution Authorizing City Manager to Execute Change Orders to Water Meter Program Phase 8 (\$270,000), Providing Water Service to Henderson School (13451 North Extension Road), Authorizing City Manager to Execute All Documents Related to Water Service and Reimbursement, and Appropriating Funds (\$270,000) (PW)
- Res. C-12 Accept Improvements Under Contract for Lockeford Street Improvement Project and Adopt Resolution Amending Traffic Resolution No. 97-148, by Removing Multi-Way Stop Control at Lockeford Street and Stockton Street (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for Interior Improvements at Carnegie Forum (\$67,482), and Appropriating Funds (\$47,482) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Central Plume Source Area Closure Report and On-Call Citywide Plume Management Services (\$43,000), and Appropriating Funds (\$43,000) (PW)
- Res. C-15 Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation No. 0149 Pursuant to Shared Services Program Agreement between Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) to Administer The Keep Your Cool Commercial Refrigeration Program; Provide Support Services and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility for Remainder of Fiscal Year 2020 and through Fiscal Year 2021, and Authorize Expenditure of \$53,325 (EU)
- Res. C-16 Adopt Resolution Approving Final Map for Rose Gate II, Unit No. 1, Tract No. 3896 (PW)
- Res. C-17 Adopt Resolution Foregoing 2020 Pre-Approved Engineering News Record Adjustment for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers (PW)
- C-18 Authorize Staff to Solicit Proposals for Long-Term Lease Agreement for City-Owned Buildings Located at 100 East Pine Street and 125 North Stockton Street (PW)
- Res. C-19 Adopt Resolution Approving City of Lodi Pay Schedule Dated January 30, 2020 (CM)
- Res. C-20 Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2018/19 (CM)
- C-21 Confirm Annual Appointment of City Council Members on Various Boards, Committees, and Commissions (CLK)
- C-22 Receive Annual Report Regarding Boards, Committees, and Commissions Relating to Attendance, Training, and Filing Requirements (CLK)
- C-23 Set Public Hearing for March 4, 2020, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection (PW)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

G. Public Hearings – None

H. Regular Calendar

Res. H-1 Adopt Resolution Amending Salary Ranges for Positions of Electric Distribution Operator I, Electric Distribution Operator II, and Electric Distribution Operator Supervisor within Electric Utility Department (CM)

Res. H-2 Adopt Resolution Amending Salary Ranges for Positions of Utilities Superintendent, Water Plant Superintendent, and Wastewater Plant Superintendent within Public Works Department (CM)

I. Ordinances – None

J. Adjournment

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

Pamela M. Farris
Assistant City Clerk

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

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



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Register of Claims for December 27, 2019 through January 16, 2020 in the Total Amount of \$5,561,726.03

MEETING DATE: February 5, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,561,726.03

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,561,726.03 for December 27, 2019 through January 16, 2020. Also attached is Payroll in the amount of \$1,468,166.28 through December 29, 2019 and \$1,492,097.74 through January 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 - v11.3.19 Live
12/27/2019 through 1/16/2020

Fund	Fund Title	Amount
010	Cash Equity Fund	\$13.48
100	General Fund	\$2,273,935.81
103	Measure L	\$52,543.63
120	Library Fund	\$18,776.91
140	Expendable Trust	\$196,177.49
200	Parks Rec & Cultural Services	\$52,471.69
205	State Grants	\$19,008.00
270	Comm Dev Special Rev Fund	\$157,286.87
300	Street Fund	\$59,597.00
301	Gas Tax-2105 2106 2107	\$115,671.21
303	Measure K Funds	\$2,984.33
304	Gas Tax -2031	\$45,875.00
307	Federal - Streets	\$9,365.36
350	H U D	\$2,658.70
401	Equipment Replacement Fund	\$337,698.11
404	Vehicle Replacement Fund - FD	\$39,388.82
431	Capital Outlay/General Fund	\$4,001.39
432	Parks & Rec Capital	\$64,251.14
434	Arts in Public Places-IMF	\$400.00
500	Electric Utility Fund	\$229,455.28
501	Utility Outlay Reserve Fund	\$145,862.72
504	Public Benefits Fund	\$77,318.10
530	Waste Water Utility Fund	\$119,561.84
531	Waste Wtr Util-Capital Outlay	\$30,459.55
560	Water Utility Fund	\$420,934.32
561	Water Utility-Capital Outlay	\$251,356.78
565	PCE/TCE Rate Abatement Fund	\$5,432.26
590	Central Plume	\$40.12
600	Dial-a-Ride/Transportation	\$14,420.70
602	Transit-Prop. 1B -PTMISEA	\$1,638.81
650	Internal Service/Equip Maint	\$97,600.58
655	Employee Benefits	\$637,336.67
660	General Liabilities	\$6,950.20
665	Worker's Comp Insurance	\$68,716.35
801	L&L Dist Z1-Almond Estates	\$2,536.81
Total		\$5,561,726.03

Council Report: Payroll City of Lodi - v11.3.19 Live Pay Period 12/29/2019

Fund	Description	Amount
100	General Fund	\$792,748.32
103	Measure L	\$93,610.83
120	Library Fund	\$21,696.84
200	Parks Rec & Cultural Services	\$97,841.52
214	LPD-OTS Grants	\$4,782.91
219	LPD-ABC Grant	\$2,514.89
270	Comm Dev Special Rev Fund	\$21,676.39
301	Gas Tax-2105 2106 2107	\$31,064.66
500	Electric Utility Fund	\$201,902.05
501	Utility Outlay Reserve Fund	\$13,355.32
530	Waste Water Utility Fund	\$137,793.10
560	Water Utility Fund	\$20,180.68
600	Dial-a-Ride/Transportation	\$9,142.05
650	Internal Service/Equip Maint	\$19,856.72
Report Total		\$1,468,166.28

Council Report: Payroll

City of Lodi - v11.3.19 Live

Pay Period 1/12/2020

Fund	Description	Amount
100	General Fund	\$748,036.59
103	Measure L	\$118,707.97
120	Library Fund	\$23,890.32
200	Parks Rec & Cultural Services	\$93,843.75
214	LPD-OTS Grants	\$2,184.25
219	LPD-ABC Grant	\$1,725.46
270	Comm Dev Special Rev Fund	\$21,477.27
301	Gas Tax-2105 2106 2107	\$31,829.25
500	Electric Utility Fund	\$191,667.38
501	Utility Outlay Reserve Fund	\$44,088.75
530	Waste Water Utility Fund	\$154,162.10
560	Water Utility Fund	\$21,817.62
561	Water Utility-Capital Outlay	\$393.30
600	Dial-a-Ride/Transportation	\$9,498.43
650	Internal Service/Equip Maint	\$19,913.44
655	Employee Benefits	\$8,861.86
Report Total		\$1,492,097.74



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Approve Minutes
a) December 18, 2019 (Regular Meeting)
b) December 24, 2019 (Shirtsleeve Session)
c) December 31, 2019 (Shirtsleeve Session)
d) January 1, 2020 (Regular Meeting)
e) January 7, 2020 (Shirtsleeve Session)
f) January 14, 2020 (Shirtsleeve Session)
g) January 14, 2020 (Special Meeting)
h) January 15, 2020 (Regular Meeting)
i) January 21, 2020 (Shirtsleeve Session)

MEETING DATE: February 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) December 18, 2019 (Regular Meeting)
b) December 24, 2019 (Shirtsleeve Session)
c) December 31, 2019 (Shirtsleeve Session)
d) January 1, 2020 (Regular Meeting)
e) January 7, 2020 (Shirtsleeve Session)
f) January 14, 2020 (Shirtsleeve Session)
g) January 14, 2020 (Special Meeting)
h) January 15, 2020 (Regular Meeting)
i) January 21, 2020 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, DECEMBER 18, 2019**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of December 18, 2019, was called to order by Mayor Kuehne at 5:47 p.m.

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

Absent: Council Member Johnson

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

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Lodi Professional Firefighters, Executive Management, Confidential Employees, and Council Appointees Pursuant to Government Code §54957.6 (CM)
- b) Pending Litigation: Government Code §54956.9(a); One Case: Alex Aliferis v Melinda Dubroff, Registrar of Voters, Janice D. Magdich, City Attorney of Lodi; San Joaquin County Superior Court; Case No. STK-CV-LCC-2019-6855 (CA)
- c) Administrative Action: Government Code §54956.9; One Case: In the Matter of the City of Lodi by the United States Environmental Protection Agency; Proceedings Under §309(g) of the Clean Water Act, 33 U.S.C. §1319(g) (CA)

C-3 Adjourn to Closed Session

At 5:47 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:56 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:04 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

In regard to Item C-2a), City Attorney Magdich broke down Council action by bargaining group: Lodi City Mid-Management Association was discussion only; AFSCME General Services and Maintenance & Operators was discussion with direction given; Lodi Professional Firefighters was discussion and direction given; Executive Management was not discussed; and Confidential Employees was discussion with direction given. Deputy City Manager Keys reported that Council Appointees was discussion with direction given. There was no reportable action.

Item C-2b) was discussion and reportable action. City Attorney Magdich reported that the litigation brought against San Joaquin County Registrar of Voters Melinda Dubroff and herself in the capacity of City Attorney was dismissed in favor of Ms. Dubroff and City Attorney Magdich, and that the cost to the City for outside counsel was \$14,420.37.

Item C-2c) was discussion and authorization for the City Manager to execute the United States Environmental Protection Agency Complaint and Consent Agreement/Final Order and authorize the payment of the administrative penalty in the amount of \$28,890.

A. Call to Order / Roll Call

The Regular City Council meeting of December 18, 2019, was called to order by Mayor Kuehne at 7:04 p.m.

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

Absent: Council Member Johnson

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

B. Presentations – None

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

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Johnson

C-1 Receive Register of Claims for November 15, 2019 through November 28, 2019 in the Amount of \$1,818,402.81 (FIN)

Claims were approved in the amount of \$1,818,402.81.

C-2 Approve Minutes (CLK)

The minutes of November 19, 2019 (Shirtsleeve Session), November 20, 2019 (Regular Meeting), November 26, 2019 (Shirtsleeve Session), and December 3, 2019 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Authorizing Purchase of Bulletproof Vest Panels, Carriers, and Attachments from Adamson Police Products, of Livermore (\$40,885.20) (PD)

Adopted Resolution No. 2019-259 authorizing the purchase of bulletproof vest panels, carriers, and attachments from Adamson Police Products, of Livermore, in the amount of \$40,885.20.

C-4 Adopt Resolution Authorizing Service Purchase Order with Pump Repair Service Company, of San Francisco, for Removal and Disposal of Pump and Motor at Well 3R (\$33,000) (PW)

Adopted Resolution No. 2019-260 authorizing a service purchase order with Pump Repair Service Company, of San Francisco, for removal and disposal of pump and motor at Well 3R, in the amount of \$33,000.

C-5 Adopt Resolution Rejecting Lowest Bid and Awarding Contract for Well 3R Rehabilitation Project to Zim Industries, Inc., of Fresno (\$167,450), Authorizing City Manager to Execute Change Orders (\$30,000), and Appropriating Funds (\$250,450) (PW)

Adopted Resolution No. 2019-261 rejecting the lowest bid and awarding the contract for Well 3R Rehabilitation Project to Zim Industries, Inc., of Fresno, in the amount of \$167,450; authorizing the City Manager to execute change orders, in an amount not to exceed \$30,000; and appropriating funds, in the amount of \$250,450.

C-6 Adopt Resolution Authorizing City Manager to Execute Change Orders to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program (\$150,000) (PW)

Adopted Resolution No. 2019-262 authorizing the City Manager to execute change orders to 2017-2019 Sidewalk and Miscellaneous Concrete Repair Program, in an amount not to exceed \$150,000.

C-7 Adopt Resolution Ratifying Expenses and Authorizing City Manager to Execute Change Orders to Granular Activated Carbon Replacement, Well No. 4R and Well No. 22 (\$350,000), and Appropriating Funds (\$350,000) (PW)

Adopted Resolution No. 2019-263 ratifying expenses and authorizing the City Manager to execute change orders to Granular Activated Carbon Replacement, Well No. 4R and Well No. 22, in the amount of \$350,000, and appropriating funds, in the amount of \$350,000.

C-8 Accept Improvements Under Contract for Westgate Drive Street Improvement Project; Adopt Resolution Authorizing City Manager to Execute Change Order No. 1 (\$23,661); and Appropriating Funds (\$24,000) (PW)

Accepted improvements under the contract for Westgate Drive Street Improvement Project and adopted Resolution No. 2019-264 authorizing the City Manager to execute Change Order No. 1, in the amount of \$23,661, and appropriating funds, in the amount of \$24,000.

C-9 Accept Improvements Under Contract for Candy Cane Park 2019 Improvements and Adopt Resolution Reallocating Project Funding (\$100,000) (PW)

Accepted improvements under the contract for Candy Cane Park 2019 Improvements and adopted Resolution No. 2019-265 reallocating project funding, in the amount of \$100,000.

C-10 Adopt Resolution Approving Final Map for Gateway North Subdivision, Unit No. 1, Tract No. 3940; and Ratifying Execution of City Clerk's Statement (PW)

Adopted Resolution No. 2019-266 approving the final map for Gateway North Subdivision, Unit No. 1, Tract No. 3940; and ratifying execution of City Clerk's Statement.

C-11 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement and Related Agreements for Gateway North Subdivision, Unit No. 2, Tract No. 3976 (PW)

Adopted Resolution No. 2019-267 approving the final map and authorizing the City Manager to execute an Improvement Agreement and related agreements for Gateway North Subdivision, Unit No. 2, Tract No. 3976.

C-12 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Vineyard Terrace Subdivision, Unit No. 2, Tract No. 4011 (PW)

Adopted Resolution No. 2019-268 approving the final map and authorizing the City Manager to execute an Improvement Agreement for Vineyard Terrace Subdivision, Unit No. 2, Tract No. 4011.

C-13 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Cummins, Inc., of West Sacramento, for On-Site Repair to Cummins Engines in City Vehicles (\$30,000) (PW)

Adopted Resolution No. 2019-269 authorizing the City Manager to execute a Professional Services Agreement with Cummins, Inc., of West Sacramento, for on-site repair to Cummins engines in City vehicles, in the amount of \$30,000.

C-14 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Orkin Services of California, Inc., of Atlanta, Georgia, for Squirrel Abatement (\$78,000) (PW)

This item was removed from the Consent Calendar at the request of Council Member Mounce for discussion purposes.

In response to Council Member Mounce, Public Works Director Charlie Swimley explained that the term of the contract is for three years, at a cost of \$26,000 per year. He further explained that the squirrels are incredibly active, which necessitates weekly visits by the contractor in order to minimize damage to the ditches and levees.

In response to Council Member Chandler, Mr. Swimley stated that only White Slough Water Pollution Control Facility property is included in this contract, not areas in town, although the contract could be amended.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-279 authorizing the City Manager to execute a Professional Services Agreement with Orkin Services of California, Inc., of Atlanta, Georgia, for squirrel abatement, in the amount of \$78,000.

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: Council Member Johnson

C-15 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with HDR Engineering, Inc., of Omaha, Nebraska, for Watershed Sanitary Survey (\$44,750) (PW)

Adopted Resolution No. 2019-270 authorizing the City Manager to execute a Professional Services Agreement with HDR Engineering, Inc., of Omaha, Nebraska, for watershed sanitary survey, in the amount of \$44,750.

C-16 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Moore Twining Associates, Inc., of Fresno, for Water and Wastewater Laboratory Services (\$50,000) (PW)

Adopted Resolution No. 2019-271 authorizing the City Manager to execute a Professional Services Agreement with Moore Twining Associates, Inc., of Fresno, for water and wastewater laboratory services, in the amount of \$50,000.

C-17 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Fehr & Peers, of Roseville, for Lodi Travel Demand Model Update and Senate Bill 743 Implementation Services (\$86,000) and Appropriating Funds (\$86,000) (PW)

This item was removed from the Consent Calendar at the request of Mayor Pro Tempore Nakanishi for discussion purposes.

In response to Mayor Pro Tempore Nakanishi, Public Works Director Charlie Swimley stated that when traffic is mitigated on a level-of-service basis, the goal is to move traffic to minimize delays, so the result of that is wider streets or bigger intersections. The new methodology takes into account vehicle miles traveled, which is looked at on a broader basis and does not encourage that larger infrastructure.

John Gard, Principal of Fehr & Peers, further explained that Senate Bill (SB) 743 has been on the books since 2013 and is subject to go into affect statewide on July 1, 2020. SB 743 replaces level of service within California Environmental Quality Act documents with vehicle miles traveled,

which considers transportation efficiency of the overall system associated with changes. The two focuses of the work to be performed are (1) updating the City's travel demand model and (2) preparation for SB 743 becoming law.

City Manager Schwabauer explained that the purpose of SB 743 is to not install larger infrastructure but rather to encourage people to walk or use public transportation, which is a very different standard, and is actually a concept which discourages the use of cars.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-280 authorizing the City Manager to execute a Professional Services Agreement with Fehr & Peers, of Roseville, for Lodi Travel Demand Model Update and Senate Bill 743 implementation services, in the amount of \$86,000, and appropriating funds in the amount of \$86,000.

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: Council Member Johnson

C-18 Adopt Resolution Authorizing City Manager to Waive Bid Process and Execute Professional Services Agreement with KONE, Inc., of Sacramento, for Monthly Inspection and Maintenance Services of Elevators in City Facilities, Utilizing U.S. Communities Contract No. EV2516 (\$75,000) (PW)

Adopted Resolution No. 2019-272 authorizing the City Manager to waive the bid process and execute a Professional Services Agreement with KONE, Inc., of Sacramento, for monthly inspection and maintenance services of elevators in City facilities, utilizing U.S. Communities Contract No. EV2516, in the amount of \$75,000.

C-19 Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Carollo Engineers, Inc., of Walnut Creek, for Wastewater Operation and Maintenance Assistance Services (\$200,000) (PW)

Adopted Resolution No. 2019-273 authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Carollo Engineers, Inc., of Walnut Creek, for wastewater operation and maintenance assistance services, in the amount of \$200,000.

C-20 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for Preparation and Submission of Fiscal Year 2020 Grant Application for Community-Wide Assessment Grant for Hazardous Substances and Petroleum Brownfields to U.S. Environmental Protection Agency; Extend Original Consulting Agreement Expiration Date to March 31, 2020; Increase Contract by \$11,523.72; and Appropriate Funds (\$11,785.71) (CM)

Adopted Resolution No. 2019-274 authorizing the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for preparation and submission of Fiscal Year 2020 grant application for Community-Wide Assessment Grant for Hazardous Substances and Petroleum Brownfields to U.S. Environmental Protection Agency; extend original consulting agreement expiration date to March 31, 2020; increase contract by \$11,523.72; and appropriate funds, in the amount of \$11,785.71.

C-21 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with HdL Companies, of Brea, to Provide Business License Administration Services, Business License Tax Revenue Discovery, Business License Tax Audit, Transient Occupancy Tax Administration, and Short-Term Rental Administration Services (CM)

This item was removed from the Consent Calendar at the request of Council Member Mounce for discussion purposes.

In response to Council Member Mounce, Deputy City Manager Andrew Keys explained that business license services are currently handled within the Finance Department. HdL would provide that services at an enhanced level, including online processing, which is currently not offered; business tax revenue discovery, similar to the service currently provided for sales tax revenue discovery; and enhanced Transient Occupancy Tax administration and short-term rental administration services. Deputy City Manager confirmed that business owners will still get notification in the mail regarding business license renewal and be able to process their payments as they currently do, although the mailing address will now be a third party. The biggest difference will be that online processing will now be an option, something that has been heavily requested. The telephone numbers provided will be monitored by HdL, however, the City is ultimately responsible for delivering the service, so if business owners have issues or complaints, they can talk to HdL or contact City staff.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-281 authorizing the City Manager to execute Amendment No. 2 to the Professional Services Agreement with HdL Companies, of Brea, to provide business license administration services, business license tax revenue discovery, business license tax audit, Transient Occupancy Tax administration, and short-term rental administration services.

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: Council Member Johnson

C-22 Adopt Resolution Authorizing City Manager to Execute Memorandum of Understanding for Fire Training Facility Use between City of Lodi and City of Stockton (FD)

Adopted Resolution No. 2019-275 authorizing the City Manager to execute a Memorandum of Understanding for fire training facility use between City of Lodi and City of Stockton.

C-23 Adopt Resolution Authorizing City Manager to Execute First Amendment of Lease with San Joaquin County for Office Space within Lodi Police Department (PW)

Adopted Resolution No. 2019-276 authorizing the City Manager to execute the first amendment of lease with San Joaquin County for office space within Lodi Police Department.

C-24 Accept Monthly Protocol Account Report Through November 30, 2019 (CLK)

Accepted monthly Protocol Account Report through November 30, 2019.

C-25 Adopt Resolution Approving City of Lodi's 2019 Sewer System Management Plan Update (PW)

Adopted Resolution No. 2019-277 approving City of Lodi's 2019 Sewer System Management Plan Update.

C-26 Adopt Resolution Authorizing Installation of Various Service Club Signs on "Welcome to City of Lodi" Sign, Located on Hutchins Street at Harney Lane (PW)

This item was removed from the Consent Calendar at the request of Council Member Chandler for discussion purposes.

At the request of Council Member Chandler, Richard Prima, 2nd Vice President of the Lodi Lions Club, came to the podium to explain the benefit of service clubs in Lodi. Mr. Prima stated service clubs have been around for a long time, and while many organizations and non profits take on

single-purpose causes, the service clubs take on a lot of different projects which benefit Lodi. Some examples are Emerson Park, donations for the band review and the hospital, and the World of Wonders Science Museum expansion. He further stated that service clubs do a lot of good in the community, so it is important for people to know that services clubs are alive and well in Lodi.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2019-282 authorizing the installation of various service club signs on "Welcome to City of Lodi" sign, located on Hutchins Street at Harney Lane.

C-27 Adopt Resolution Adopting the City of Lodi Code of Ethics and Values Thereby Rescinding Resolution No. 2004-115 (CA)

Adopted Resolution No. 2019-278 adopting the City of Lodi Code of Ethics and Values thereby rescinding Resolution No. 2004-115.

C-28 Set Public Hearing for January 15, 2020, to Consider Adopting Resolution to Approve Community Development Block Grant Consolidated Plan Amendment No. 1 (CD)

Set public hearing for January 15, 2020, to consider adopting resolution to approve Community Development Block Grant Consolidated Plan Amendment No. 1.

C-29 Set Public Hearing for January 15, 2020, to Consider Adopting Resolution Authorizing City Manager to Execute Energy Service Agreement with Schneider Electric Buildings Americas, Inc., of Carrollton, Texas, for Conceptual Development (Phase 1) and Design Development (Phase 2) for Replacement of Aeration Blowers and Diffusers at White Slough Water Pollution Control Facility (\$225,000), in Accordance with California Government Code Section 4217 (PW)

Set public hearing for January 15, 2020, to consider adopting resolution authorizing the City Manager to execute Energy Service Agreement with Schneider Electric Buildings Americas, Inc., of Carrollton, Texas, for conceptual development (Phase 1) and design development (Phase 2) for replacement of aeration blowers and diffusers at White Slough Water Pollution Control Facility, in the amount of \$225,000, in accordance with California Government Code Section 4217.

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

Spencer Rhoads, member of the public, offered his congratulations to Mayor Kuehne on his recent appointment. He mentioned a recent article in the Lodi New Sentinel regarding the selection of the new mayor. He stated that he believes people's frustration is not about who is sitting in the seat but rather by the process. He had been involved in trying to organize a ballot measure to have the service as mayor rotate by district, but after listening to the community, he feels people want the power to elect the mayor directly. The current process dates from 1906 when Lodi had fewer than 2,000 citizens; now that there are 70,000 citizens, power should be given to people. The Council has the power to put it on the ballot, as do the people. He would like to work with Council to put this measure on the ballot. Currently, each mayor has key issues, but these change yearly, and each mayor is beholden to the members of his or her own district. Mr. Rhoads asked to have Council put a measure on the upcoming ballot to directly elect the mayor every two years. He further stated that the public can reach him at lodielect@gmail.com or on Facebook at Lodi Elected Mayor Initiative.

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

Mayor Pro Tempore Nakanishi reported that he attends groundwater meetings, with Public Works Director Charlie Swimley serving as alternate, and gave an update on recent activity.

Council Member Mounce thanked Spencer Rhoads for bringing forward the issue of a directly-elected mayor. She stated that Council should have a Shirtsleeve Session to discuss putting a measure on the 2020 ballot so Council would have input on the issue. In response to Council Member Mounce's question as to whether any other Council Members would be interested in a Shirtsleeve Session on this issue, Mayor Kuehne indicated that he was. Council Member Mounce stated that she appreciates the City Manager bringing forward projects that utilize the services of U.S. Communities, however, she wanted to be sure that staff is aware that U.S. Communities is no longer owned by the League of California Cities and California State Association of Counties. Further, Council Member Mounce stated League leaders from all Divisions met at the beginning of December to discuss strategic goals, which include: improving the supply and affordability of housing; advocating for increased funding and resources for homelessness; addressing fiscal sustainability within the State, including pension obligations; and strengthening disaster preparedness, public safety, and resiliency. Lastly, Council Member Mounce gave City Clerk Jennifer Ferraiolo her best wishes for her retirement and expressed how much she had enjoyed working with her.

Council Member Chandler echoed Council Member Mounce's sentiments.

Mayor Pro Tempore Nakanishi applauded Spencer Rhoad's efforts on the measure he discussed earlier; however, he cautioned that each ballot measure costs approximately \$30,000 and not everyone will be in agreement. He stated he feels it is best for the public to raise the money and put it on the ballot. He further stated he has concerns about a directly-elected mayor increasing costs, but he thought having a Shirtsleeve Session on the issue was a good idea.

Council Member Chandler stated that he would also like a Shirtsleeve Session on the issue of a directly-elected mayor because there are a lot of considerations. Further, he congratulated Mayor Kuehne and wished him luck in his upcoming year.

Mayor Kuehne noted that he asked to have a directly-elected mayor when the City went through redistricting. He commented that he had recently attended the Gala for Hutchins Street Square and the Builders Exchange crab feed, and he encouraged everyone to attend the upcoming Boys & Girls Club crab feed. Mayor Kuehne further noted that he has been working on the homelessness issue for the past year and a half, as well as serving as the chair of COG. He gave an update on recent COG Executive Committee activity in relation to the State moving affordable housing under COG.

Council Member Mounce noted that there is a State mandate for COGs to take up this issue, even though COGs deal with transportation, not affordable housing. She further stated that the County Continuum of Care just received over \$12 million in State funding, and she would like to know if the Homelessness Committee is committed to applying for funds for low-barrier shelters.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer clarified that cities do not get Continuum of Care funds for cleanup expenses; the City of Stockton got a direct allocation for cities over a certain size. There are funds that Lodi can apply for from the County allocation, and staff will be making applications.

Following the end of Comments by the City Council, Council Member Mounce asked that Public Works Director Swimley let his staff know how much their efforts at the leaf collection are appreciated and that they are doing an outstanding job.

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

City Manager Schwabauer thanked retiring City Clerk Jennifer Ferraiolo for her professionalism and personal support, and stated she was a remarkable clerk to work with.

City Attorney Magdich echoed his thoughts, adding she admired Ms. Ferraiolo's professionalism and calm.

G. Public Hearings

G-1 Public Hearing to Receive Input and Consider Adopting Resolution Calling an Election to Submit to Qualified Electors the Questions of Levying a Special Tax Within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9); and Resolution Declaring Results of Special Election and Ordering Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9); and Introduce an Uncodified Ordinance Levying and Apportioning Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9) (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting a resolution calling an election to submit to qualified electors the questions of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9); and resolution declaring results of special election and ordering annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9); and introduce an uncodified ordinance levying and apportioning special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9).

Public Works Director Charlie Swimley provided a PowerPoint presentation regarding Community Facilities District (CFD) Annexation No. 9. Specific topics of discussion included CFD Annexation No. 9 map and recommended action.

Mayor Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Kuehne closed the public hearing.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-283 calling an election to submit to qualified electors the questions of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9).

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: Council Member Johnson

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-284 declaring results of special election and ordering annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9).

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: Council Member Johnson

Council Member Mounce made a motion, second by Council Member Chandler, to introduce uncodified Ordinance No. 1974 levying and apportioning special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 9).

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: Council Member Johnson

H. Regular Calendar

H-1 Adopt Resolution Approving Final Budget Adjustments for Fiscal Year 2019 and Appropriate Funds (\$139,586.31) (CM)

Deputy City Manager Andrew Keys provided a presentation regarding final budget adjustments for Fiscal Year 2019. Specific topics of discussion included adjustments for Fiscal Year 2019; overages due to operational purposes related to fleet services; and authority to close the book with the budget matching actual expenditures.

In response to Council Member Mounce, Deputy City Manager Keys stated the Comprehensive Annual Financial Report should be available in the next week or so; the initial intention was to have it in December, however, staff was unable to make the deadline due to turnover in key personnel at the audit firm; and the audit will be presented at the first meeting in February.

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2019-285 approving final budget adjustments for Fiscal Year 2019 and appropriating funds, in the amount of \$139,586.31.

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: Council Member Johnson

H-2 Adopt Resolution Approving Memorandum of Understanding between City of Lodi and Lodi City Mid-Management Association for Period January 1, 2020 through December 31, 2022 (CM)

Human Resources Manager Adele Post provided a presentation regarding the Memorandum of Understanding between City of Lodi and the Lodi City Mid-Management Association. Specific topics of discussion included three-year term; cost-of-living adjustments affective the first full pay period of January 2020, January 2021, and January 2022; amendment regarding temporary upgrades for members appointed as interim department director; 10% differential between LCMMA member and base salary of their direct report; two-step range adjustment (5% each step) for select positions in the Electric Utility Department and the Information Technology Division to address compaction and competitiveness, respectively; recognition of hard work of members of LCMMA; and the adjustments are necessary to provide compensation commensurate with responsibilities.

LCMMA President Gary Wiman thanked the City and Council for recognizing the LCMMA members and their value to the City and stated that it is important to stay competitive in the marketplace to attract and retain the best employees. Further, he recognized retiring City Clerk Jennifer Ferraiolo for her service to the City.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2019-286 approving the Memorandum of Understanding between City of Lodi and Lodi City Mid-Management Association for the period January 1, 2020 through December 31, 2022.

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: Council Member Johnson

H-3 Adopt Resolution Approving Revisions to Compensation and Other Benefits for Confidential Mid-Management Employees for Period January 1, 2020 through December 31, 2022 (CM)

Deputy City Manager Andrew Keys provided a presentation regarding revisions to compensation and other benefits for Confidential Mid-Management employees. Specific topics of discussion included the compensation and benefits largely mirroring the LCMMA agreement, with the difference of a 5% annual compensation increase, with 1% pickup of PERS contributions in each of those years; 4% in January 2020; 1% salary increase and 1% PERS pickup in July 2020; 5% salary increase with 1% PERS pickup in January 2021 and January 2022; the salary range adjustments provided to certain positions within Electric Utility Department and Information Systems Division will be extended to the Budget Manager, Human Resources Manager, Risk Manager, and Accounting Manager positions.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Mounce, to adopt Resolution No. 2019-287 approving revisions to compensation and other benefits for Confidential Mid-Management employees for the period January 1, 2020 through December 31, 2022.

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: Council Member Johnson

H-4 Adopt Resolution Approving Amendment of Senior Traffic Engineer Job Description and Addition of One Full-Time Senior Traffic Engineer in Public Works Department (CM)

Human Resources Manager Adele Post provided a presentation regarding the amendment of the Senior Traffic Engineer job description and the addition of one full-time Senior Traffic Engineer in the Public Works Department. Specific topics of discussion included combining Senior Traffic Engineer and Transportation Manager positions in 2011; splitting the position back into two positions following incumbent's retirement in 2017; hiring of a full-time Transportation Manager; hiring of a consultant to perform traffic engineering after an unsuccessful recruitment process; request from the Public Works Department to add one full-time Senior Traffic Engineer and discontinue use of the consultant; and approximate annual cost savings of \$30,000.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2019-288 approving the amendment of the Senior Traffic Engineer job description and the addition of one full-time Senior Traffic Engineer position in the Public Works Department.

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: Council Member Johnson

H-5 Introduce Ordinance of Lodi City Council Amending Lodi Municipal Code Title 6 – Animals – by Repealing and Re-Enacting Chapter 6.08, "Prohibited Animals," in Its Entirety (CA)

City Attorney Janice Magdich provided a presentation regarding the introduction of an ordinance amending Lodi Municipal Code Title 6 - Animals. Specific topics of discussion included Lodi Municipal Code Chapter 6.08, "Prohibited Animals," amendment on May 20, 2015, to allow up to five chicken hens per residential parcel; very few complaints received by Lodi Police Department Animal Services; request to add quail and ducks, which are currently prohibited as livestock;

amendment will allow female ducks and quail, in addition to chicken hens; the maximum number of fowl allowed per residential lot will remain at five but only two may be ducks due to size.

Council Member Mounce made a motion, second by Council Member Chandler, to introduce Ordinance No. 1975 of Lodi City Council amending Lodi Municipal Code Title 6 – Animals – by repealing and re-enacting Chapter 6.08, “Prohibited Animals,” in its entirety.

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: Council Member Johnson

I. Ordinances – None

J. Reorganization of the Following Agency Meetings:

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt the following resolutions: Resolution No. LPIC2019-01 reorganizing the Lodi Public Improvement Corporation; Resolution No. IDA-42 reorganizing the Industrial Development Authority; Resolution No. LFC-29 reorganizing the Lodi Financing Corporation; and Resolution No. LFPA2019-01 reorganizing the Lodi Public Financing Authority.

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: Council Member Johnson

J-1 Lodi Public Improvement Corporation

J-2 Industrial Development Authority

J-3 Lodi Financing Corporation

J-4 Lodi Public Financing Authority

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:39 p.m., in honor of retiring City Clerk Jennifer Ferraiolo.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 24, 2019**

The December 24, 2019, 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, DECEMBER 31, 2019**

The December 31, 2019, 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, JANUARY 1, 2020**

The January 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, JANUARY 7, 2020**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 7, 2020, commencing at 7:05 a.m.

Present: Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: Council Member Chandler, and Council Member Johnson
Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

NOTE: Council Member Mounce participated in the meeting via teleconference.

B. Topic(s)

B-1 Receive Presentation Regarding 21st Century Policing and Investigations by Police Department (PD)

Police Chief Tod Patterson provided an overview of the upcoming presentation and introduced the presenters.

Corporal Mitchell LeStrange provided a PowerPoint presentation regarding advancing 21st Century policing. Specific topics of discussion included a community message and addressed the six pillars of Building Trust and Legitimacy, Policy and Oversight, Technology and Social Media, Community Policing and Crime Reduction, Training and Education, and Officer Wellness and Safety.

In response to Mayor Kuehne, Corporal LeStrange stated all officers have a duty to intercede in the case of excessive force. Chief Patterson further stated that officers receive weekly training through the use of different scenarios and that the training is tracked and monitored.

In response to Mayor Kuehne, Chief Patterson stated he was not aware of any incidents of excessive force but will look into it.

In response to Mayor Pro Tempore Nakanishi, Corporal LeStrange stated that officers receive eight to ten hours of training each year on dealing with people with mental health issues. City Attorney Magdich further stated that POST training also includes this now.

In response to Mayor Pro Tempore Nakanishi, Chief Patterson stated that the anti-gang program is provided to four or five schools each year.

Lieutenant Shad Canestrino provided a PowerPoint presentation regarding the Lodi Police Department's Investigations Division. Specific topics of discussion included Code Enforcement; guns; drugs; gangs; homicides; officer-involved shootings; Child Abuse and Sexual Assault Unit, Child Protective Services, and U/T (non-immigrant) visas; sex, arson, narcotic, and gang registration; training and equipment; community outreach; and 2020 and beyond.

In response to Mayor Kuehne, Lt. Canestrino stated that following the homicide on Louie Avenue in 2018, two arrests were made immediately, a third arrest was made two weeks later, a fourth arrest was made recently, and they are looking for a fifth suspect.

In response to Mayor Kuehne, Lt. Canestrino stated that the Lodi Police Department does not usually get involved in human trafficking issues; those are usually handled by the Department of

Justice or another federal entity.

In response to Mayor Pro Tempore Nakanishi, Lt. Canestrino confirmed there are three units: General Investigations Unit (four officers), Special Investigations Unit (six officers) and Code Enforcement (two officers).

Council Member Mounce stated that the Code Enforcement Unit needs more personnel; two full-time employees is not enough to keep up with the number of cases throughout the City.

In response to Myrna Wetzel, member of the public, Lt. Canestrino stated that cold cases go back to the 1980's but it is difficult to account for all cases due to the changes in electronic systems over the years and some files still being on paper. Ms. Wetzel clarified that she was interested in the case of an elderly woman being killed in her home on Locust Street, which Lt. Canestrino confirmed is among the cold cases.

Chief Patterson announced that one full-time officer came through the citizen academy, and he further thanked Council for Measure L.

Mayor Kuehne echoed Council Member Mounce's sentiments on beefing up the Code Enforcement Division.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:50 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 14, 2020**

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

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 14, 2020**

A. Call to Order / Roll Call

The City Council Closed Session meeting of January 14, 2020, was called to order by Mayor Kuehne at 7:02 a.m.

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

Absent: Council Member Johnson

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

NOTE: Council Member Mounce participated via teleconference.

NOTE: Mayor Pro Tempore Nakanishi left the meeting at 7:42 and Council Member Mounce left the meeting at 8:00.

B. Announcement of Closed Session

B-1 Review of Council Appointees - City Manager and City Attorney to Include Compensation Evaluation (Government Code 54957)

C. Adjourn to Closed Session

At 7:05 a.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 8:13 a.m.

D. Return to Open Session / Disclosure of Action

At 8:13, Mayor Kuehne reconvened the City Council meeting, and Deputy City Manager Keys disclosed the following actions.

Item B-1a) was discussion and direction, with no reportable action.

F. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:15 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 15, 2020**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of January 15, 2020, was called to order by Mayor Kuehne at 6:16 p.m.

NOTE: Council Member Johnson participated in the meeting via teleconference.

Present: Council Member Chandler, Council Member Johnson, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: Council Member Mounce
Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

C-2 Announcement of Closed Session

- a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators, Lodi Professional Firefighters, Executive Management, Council Appointees, and Confidential Employees Pursuant to Government Code §54957.6 (CM)
- b) Actual Litigation: Government Code Section 54956.9; One Application; Donald Sanford v. City of Lodi; Worker's Compensation Appeals Board Case No. ADJ11362808 (DOI: 12/02/2014) (CA)

C-3 Adjourn to Closed Session

At 6:17 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 7:00 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:05, Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Items C-2a) and C-2b) were discussion and direction, with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of January 15, 2020, was called to order by Mayor Kuehne at 7:05 p.m.

NOTE: Council Member Johnson participated in the meeting via teleconference.

Present: Council Member Chandler, Council Member Johnson, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: Council Member Mounce
Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Presentations – None

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

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

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-1 Receive Register of Claims for November 29, 2019 through December 26, 2019 in the Amount of \$5,310,486.06 (FIN)

Claims were approved in the amount of \$5,310,486.06.

C-2 Approve Minutes (CLK)

The minutes of December 4, 2019 (Regular Meeting), December 10, 2019 (Shirtsleeve Session), and December 17, 2019 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Municipal Services Center Security Fence Improvement Project (PW)

Approved plans and specifications and authorized advertisement for bids for Municipal Services Center Security Fence Improvement Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Citywide Bicycle Facilities Detection Improvement Project and Adopt Resolution Authorizing City Manager to Execute Agreements with State of California for Funding Allocation (PW)

Approved plans and specifications and authorized advertisement for bids for Citywide Bicycle Facilities Detection Improvement Project and adopted Resolution No. 2020-01 authorizing the City Manager to execute agreements with State of California for funding allocation.

C-5 Adopt Resolution Authorizing City Manager to Execute Purchase Order with L N Curtis & Sons, of Walnut Creek, for Purchase of Additional Self Contained Breathing Apparatus (SCBA) and SCBA Equipment and Appropriating Funds (\$55,053.38) (FD)

Adopted Resolution No. 2020-02 authorizing the City Manager to execute a purchase order with L N Curtis & Sons, of Walnut Creek, for purchase of additional self-contained breathing apparatus (SCBA) and SCBA equipment and appropriating funds in the amount of \$55,053.38.

C-6 Adopt Resolution Awarding Contract for 2019 Pavement Crack Sealing Project to Graham Contractors, Inc., of San Jose (\$46,082) (PW)

Adopted Resolution No. 2020-03 awarding contract for 2019 Pavement Crack Sealing Project to

Graham Contractors, Inc., of San Jose, in the amount of \$46,082.

- C-7 Adopt Resolution Awarding Contract for Blakely Park Restroom Improvements to Soracco, Inc., of Lodi (\$333,587), Authorizing City Manager to Execute Change Orders (\$50,000), and Appropriating Funds (\$117,000) (PW)

Adopted Resolution No. 2020-04 awarding contract for Blakely Park Restroom Improvements to Soracco, Inc., of Lodi, in the amount of \$333,587, authorizing the City Manager to execute change orders, in an amount not to exceed \$50,000, and appropriating funds in the amount of \$117,000.

- C-8 Accept Improvements Under Contract for Lodi Station Parking Garage Structural Repair Project (PW)

Accepted improvements under the contract for Lodi Station Parking Garage Structural Repair Project.

- C-9 Adopt Resolution Accepting Public Improvements of Reynolds Ranch Buffer Trail and Authorizing City Manager to Execute Landscape Maintenance Agreement (PW)

Adopted Resolution No. 2020-05 accepting the public improvements of Reynolds Ranch Buffer Trail and authorizing the City Manager to execute a Landscape Maintenance Agreement.

- C-10 Adopt Resolution Accepting Public Improvements of Gateway North Subdivision, Unit No. 1, Tract No. 3940, and Amending Traffic Resolution No. 97-148 by Approving Yield Control on Larkspur Lane at Primrose Drive (PW)

Adopted Resolution No. 2020-06 accepting the public improvements of Gateway North Subdivision, Unit No. 1, Tract No. 3940, and amending Traffic Resolution No. 97-148 by approving yield control on Larkspur Lane at Primrose Drive.

- C-11 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Interlaken Subdivision, Tract No. 4024 (PW)

Adopted Resolution No. 2020-07 approving Final Map and authorizing the City Manager to execute an Improvement Agreement for Interlaken Subdivision, Tract No. 4024.

- C-12 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Iris Drive Subdivision, Tract No. 4023 (PW)

Adopted Resolution No. 2020-08 approving Final Map and authorizing the City Manager to execute an Improvement Agreement for Iris Drive Subdivision, Tract No. 4023.

- C-13 Adopt Resolution Authorizing City Manager to Waive Bid Process and Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Parks Division Storage Shed Gutter Replacement Project (\$24,113), and Appropriating Funds (\$24,113), Utilizing U.S. Communities Contract No. 14-5903 (PRCS)

Adopted Resolution No. 2020-09 authorizing the City Manager to waive the bid process and execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for Parks Division Storage Shed Gutter Replacement Project, in the amount of \$24,113, and appropriating funds in the amount of \$24,113, utilizing U.S. Communities Contract No. 14-5903.

C-14 Adopt Resolution Authorizing City Manager to Waive Bid Process and Execute Professional Services Agreement with Bauer Compressors, Inc., of Norfolk, Virginia, for Purchase of Four Breathing Air Compressors, Installation, Training, Annual and Quarterly Maintenance (Not to Exceed \$213,070), Utilizing State of California Contract No. 1-19-42-07 (FD)

Adopted Resolution No. 2020-10 authorizing the City Manager to waive the bid process and execute a Professional Services Agreement with Bauer Compressors, Inc., of Norfolk, Virginia, for purchase of four breathing air compressors, installation, training, annual and quarterly maintenance, in an amount not to exceed \$213,070, utilizing State of California Contract No. 1-19-42-07.

C-15 Adopt Resolution Authorizing Chief of Police to Execute Agreement for Confidential Wage and Claim Information for Use in Conducting Law Enforcement Employment Background Investigations with Employment Development Department (\$373.50) (PD)

Adopted Resolution No. 2020-11 authorizing the Chief of Police to execute agreement for confidential wage and claim information for use in conducting law enforcement employment background investigations with Employment Development Department, in the amount of \$373.50.

C-16 Adopt Resolution Authorizing City Manager to Execute Cooperation Agreement with Woodbridge Irrigation District and City of Stockton to Collectively Manage Groundwater Resources (PW)

This item was pulled at the request of Council Member Chandler for information purposes.

At the request of Council Member Chandler, Public Works Director Swimley provided some background information. He stated that Sustainable Groundwater Management Act legislation allows for cooperation agreements among various groundwater sustainability agencies (GSAs); at one point Woodbridge Irrigation District (WID) pulled out of the Joint Power Agreement of San Joaquin Eastern Groundwater Basin; following discussion between WID, City of Stockton, and City of Lodi, the agencies agreed to consider a cooperation agreement which is basically a formalized handshake which references various ways the three GSAs could work together collaboratively; all the agencies have invested heavily to become sustainable; and the agreement provides an advantage when it comes to cooperatively funding a larger project, although there is not a project currently planned. City Manager Schwabauer stated the agreement does not commit the City to a project, an expenditure of money, or an allocation of water rights.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-13 authorizing the City Manager to execute a Cooperation Agreement with Woodbridge Irrigation District and City of Stockton to collectively manage groundwater resources.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

C-17 Adopt Resolution Approving Renewal of Chiropractic Benefit Administration Agreement

with Landmark Healthplan of California; and Further Authorizing City Manager to Execute Agreement (CM)

Adopted Resolution No. 2020-12 approving renewal of Chiropractic Benefit Administration Agreement with Landmark Healthplan of California; and further authorizing the City Manager to execute the agreement.

C-18 Accept Report on Results of Phase 1 Environmental Study and Noise Studies for Two Potential Homeless Emergency Aid Program Project Sites (CD)

Accepted report on results of Phase 1 environmental study and noise studies for two potential Homeless Emergency Aid Program project sites.

C-19 Appoint Teresa Whitmire and Tracy Williams to Lodi Senior Citizens Commission and Roger Stafford to Site Plan and Architectural Review Committee; Re-Post for Vacancy on Site Plan and Architectural Review Committee; and Post for Expiring Term on Lodi Improvement Committee (CLK)

City Council made the following appointments:

Senior Citizens Commission

Teresa Whitmire (Term to expire December 31, 2023)

Tracy Williams (Term to expire December 31, 2023)

Site Plan & Architectural Review Committee

Roger Stafford (Term to expire January 1, 2024)

City Council authorized the City Clerk to post for the following vacancies:

Site Plan & Architectural Review Committee

Gary Yocum (Term to expire January 1, 2024)

Lodi Improvement Committee

Rehana Zaman (Term to expire March 1, 2020)

C-20 Accept Monthly Protocol Account Report Through December 31, 2019 (CLK)

Accepted the Monthly Protocol Account Report through December 31, 2019.

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

Melissa Williams, member of the public, introduced her son, Bradley, who explained to Council how he was hit by a truck in front of Reese School. Ms. Williams requested lighted pedestrian signs and lighted crosswalks in front of Reese School, due to heavy traffic during drop-off and pickup times. She stated similar signs are already located near the Police Department and

several other schools. She further stated that she has already spoken with the Traffic Engineering Division, but she would like Council support for increasing traffic safety measures in the area.

Council Member Chandler expressed his concern for the incident and asked for clarification on what signs are currently at the location, to which Ms. Williams replied that lighted signs are located on each side of the street but not in the street, and the crosswalk is not lighted.

In response to City Manager Schwabauer, Ms. Williams verified that crossing guards were not previously serving during kindergarten release times, but they are now. She further stated that Police enforcement in the area would also help.

Council Member Johnson stated that he appreciates the input and cooperation from Public Works, but he feels that the request for a Police presence should not be ignored. Mr. Schwabauer stated that, thanks to the passage of Measure L, the City now has five to six new officers joining the Police force, and one of the primary goals is to get the traffic unit up and running on a regular basis.

Mayor Kuehne inquired as to the status of traffic studies in the area, to which Public Works Director Swimley replied the traffic study has not been initiated due to the recent receipt of the request. He further stated that in-pavement crosswalk lights have been removed as (a) they are very difficult to repair and maintain, and (b) they were found to be less affective, especially at low sun angles. Flashing beacons have been found to be more effective, but Public Works will definitely take a look at the location.

Mike Lusk, member of the public, read four items he was submitting to Council (filed): (1) Selection by Lodi City Council of Mayor and request for an agenda item; (2) Annual Impact Mitigation Report; (3) Claim submitted for property in Reynolds Ranch Development and their parcel descriptions; and (4) Agenda Item No. C-10 on November 20, 2019 meeting regarding the Wastewater Capital budget. Following Mr. Lusk's comments, City Manager Schwabauer offered to meet to discuss the items.

Mayor Pro Tempore Nakanishi commented that he is interested in setting up a rotation for service as Mayor and suggested working towards that if two other Council Members are interested.

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

Mayor Pro Tempore Nakanishi commented that the Groundwater Agency Authority, consisting of 17 members, has been working over the last two years on a groundwater sustainability plan for the county, which they voted on last week and which will now be sent to the California Department of Water Resources. The budget for the group for the next six months is \$382,000, with Lodi's share being \$10,000.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution to Approve Community Development Block Grant (CDBG) Consolidated Plan Amendment No. 1 (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting

resolution to approve Community Development Block Grant (CDBG) Consolidated Plan Amendment No. 1.

CDBG Program Administrator Patrice Clemons provided a PowerPoint presentation regarding CDBG 2019-2023 Consolidated Plan Amendment No. 1. Specific topics of discussion included Consolidated Plan purpose, CDBG-eligible activities, project allocation process, important guidance from the Department of Housing and Urban Development, CDBG priority needs, and goal summary.

Mayor Pro Tempore Nakanishi stated that he thinks it is a good report but feels the City should concentrate efforts in fewer areas.

In response to Council Member Chandler, Ms. Clemons explained that activities to support Goal No. 5 would include funding the Asset Based Community Development (ABCD) program and youth leadership initiatives, and the estimated allocation would be \$30,000 for the five-year plan period.

Mayor Kuehne commented that the goals and list are great, but it would be better if the City picked one or two to concentrate on, rather than all 11. Further, he stated the City is already involved in some of the items. Some goals, such as community gardens, might be better suited for sponsorship from the Lodi Garden Club or Tree Lodi, rather than CDBG funds.

In response to Mayor Kuehne, City Manager Schwabauer stated CDBG funds are used for alleyways and gap closures on sidewalks. The idea is to be as flexible as possible for future funding needs. In further response, Mr. Schwabauer stated that as far as alley repairs in the Heritage District occurring in conjunction with Water Meter Program Phase 8, CDBG funding will vary by site.

In response to Council Member Chandler, Ms. Clemons stated that if funding is similar to last year, the City should receive approximately \$530,000.

Mayor Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Kuehne closed the public hearing.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-14 to approve Community Development Block Grant (CDBG) Consolidated Plan Amendment No. 1.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

G-2 Public Hearing to Consider Adopting Resolution Authorizing City Manager to Execute Energy Service Agreement with Schneider Electric Buildings Americas, Inc., of Carrollton, Texas, for Conceptual Development (Phase 1) and Design Development (Phase 2) for Replacement of Aeration Blowers and Diffusers at White Slough Water Pollution Control

Facility (\$225,000), in Accordance with California Government Code Section 4217 (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting resolution authorizing the City Manager to execute Energy Service Agreement with Schneider Electric Buildings Americas, Inc., of Carrollton, Texas, for conceptual development (Phase 1) and design development (Phase 2) for replacement of aeration blowers and diffusers at White Slough Water Pollution Control Facility, in the amount of \$225,000, in accordance with California Government Code Section 4217.

Public Works Director Charlie Swimley provided a PowerPoint presentation regarding an Energy Service Agreement with Schneider Electric for replacement of aeration blowers and diffusers. Specific topics of discussion included project description, Energy Service Company Agreement, phases, and benefits.

In response to Mayor Pro Tempore Nakanishi, Mr. Swimley confirmed the construction contract will be competitively bid once the design phases are done.

Mayor Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Kuehne closed the public hearing.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-15 authorizing the City Manager to execute Energy Service Agreement with Schneider Electric Buildings Americas, Inc., of Carrollton, Texas, for conceptual development (Phase 1) and design development (Phase 2) for replacement of aeration blowers and diffusers at White Slough Water Pollution Control Facility, in the amount of \$225,000, in accordance with California Government Code Section 4217.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

H. Regular Calendar

H-1 Lodi Improvement Committee Presentation of 2018-19 Prior Year Accomplishments, 2019-20 Year Goals, and Receive Direction on Updating Committee By-Laws (CD)

Community Development Block Grant (CDBG) Program Administrator Patrice Clemons introduced Lodi Improvement Committee (LIC) member David Diskin.

Mr. Diskin provided a PowerPoint presentation regarding the Lodi Improvement Committee report for 2019/20. Specific topics of discussion included overview; prior year goals: assist Asset Based Community Development (ABCD), support CDBG, assist Committee on Homelessness, encourage beautification of Lodi, improve active transportation, and improve healthcare for lower income residents; current goals: support leadership among Heritage District residents, recognize completed ABCD Cycle 3 projects, survey the public on CDBG priorities and goals, score CDBG

proposals and recommend funding, research “Visionary” projects, promote LIC goals and objectives, reduce homelessness, and provide recognition of properties and leaders; potential revisions to LIC purpose; and LIC background.

In response to Mayor Pro Tempore Nakanishi, Mr. Diskin stated that the amount of time spent varies among members. He acknowledged fellow LIC members Kathryn Siddle and Doug Bojack for their experience, passion, and hard work.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer clarified that CDBG applications were previously reviewed by one person but that Ms. Clemons had asked that the scoring be brought before a committee so the process would be more transparent; LIC now serves in that capacity.

In response to Mayor Pro Tempore Nakanishi, Mr. Schwabauer stated that LIC originated as the Eastside Improvement Committee, which was formed as a grassroots committee with JoAnne Mounce as one of the founding members. It was a neighborhood effort to try to overcome code enforcement, gang, and drug problems. The group initiated litigation through small claims court against landlords to eliminate nuisance properties. The original group were residents of the Eastside who were focused on a regulatory approach to improve their neighborhood. Over time, interest has shifted and the current LIC members now favor an empowerment approach, rather than regulatory, and are asking Council to consider a change in bylaws to reflect this shift.

Council Member Johnson asked if LIC could serve in both enforcement and empowerment. He would like to see LIC as an adjunct to code enforcement, which is short of officers, by being a reporting base for obvious situations, and helping to prioritize some of the code violations. In response, Mr. Diskin stated that while he understand the suggestion and it makes sense, LIC is a volunteer committee with limited hours. Volunteer committee usually get the most out of their members with things the members are passionate about. If a code enforcement issue was reported to LIC, they would take action; however, the things LIC is interested in could solve some of the underlying problems. For example, research has shown a community garden could reduce crime, improve land value, and reduce drug use. There is an overlap between the two, but today's Committee is more interested in solving underlying issues. Council Member Johnson responded that minor infractions become major infractions, the Eastside Improvement Committee had the same fervor but took a different direction, and he believes it is possible to meld both ideas.

Council Member Chandler thanked LIC for its work, particularly in the area of homelessness and the HEAP grant, stating that he hopes the group keeps homelessness as a priority. He further stated that originally the Eastside Improvement Committee was made up of residents of the Eastside but now that there is a wider member base, the goals may need to be broader to reflect that, and changes should be explored in a thoughtful way.

Mr. Diskin clarified that homelessness is not listed in the LIC bylaws.

In response to Mayor Kuehne, Ms. Clemons confirmed that two LIC members live within the Heritage District.

Mayor Kuehne noted that he believes bylaws need to be reviewed and updated periodically.

Council Member Chandler encouraged LIC to bring forward their suggestions for changes to the bylaws.

H-2 Adopt Resolution Approving Revisions to Contracts for Lodi Executive Management

Employees (Excluding Council Appointees) for Period January 1, 2020 through December 31, 2022 (CM)

City Manager Schwabauer provided a presentation regarding revision to contracts for Lodi Executive Management employees (excluding Council Appointees). Specific topics of discussion included three-year term of the agreement; benefits and compensation in line with Lodi City Mid-Management Association; compensation of 4% net with 5% increase and 1% PERS give back; compaction with the Electric Utility Director, due to movement within the mid-managers unit; recommendation for increase of 7% in the first year to maintain differential for Electric Utility Director; recommendation to provide the same rate to Deputy City Manager; both positions would receive 7% in the first year, with 1% PERS giveback, and 5% with 1% giveback in the second two years; and the 1% increase with the 1% PERS giveback would occur in June of the first year, due to the time needed to implement the PERS change.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-16 approving revisions to contracts for Lodi Executive Management Employees (excluding Council Appointees) for period January 1, 2020 through December 31, 2022.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

I. Ordinances

I-1 Adopt Ordinance No. 1974 Entitled, "An 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. 9)" (CLK)

Council Member Johnson made a motion, second by Council Member Chandler, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1974 entitled, "An 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. 9)," which was introduced at a regular meeting of the Lodi City Council held December 18, 2019.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

I-2 Adopt Ordinance No. 1975 Entitled, "An Ordinance of the Lodi City Council Amending Lodi

Municipal Code Title 6 – Animals – by Repealing and Re-Enacting Chapter 6.08, 'Prohibited Animals,' in Its Entirety” (CLK)

Council Member Johnson made a motion, second by Council Member Chandler, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1975 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 6 - Animals - by Repealing and Re-Enacting Chapter 6.08, 'Prohibited Animals,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held December 18, 2019.

ROLL CALL VOTE

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

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: Council Member Mounce

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:36 p.m., with congratulations to Council Member Chandler and the City of Lodi from Electric Utility Director Jeff Berkheimer through City Manager Schwabauer for a Lodi wine being selected as first place at the NCPA Wine Competition.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 21, 2020**

The January 21, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: February 5, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 prescribes suggested investment reporting requirements for California public agencies. The City Council adopted Resolution 2018-33 on March 7, 2018, requiring the Treasurer to submit a quarterly investment reporting in accordance with Section 53646. The attached Treasurer's Report for the quarter ending December 31, 2019 is in compliance with the State's reporting recommendations and the City of Lodi's Investment Policy and Internal Control Guidelines.

The investment report, investment policy and historical investment reports can be accessed on the City website by following this link: <http://www.lodi.gov/196/Finance>

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED DECEMBER 31, 2019

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
<u>Cash and Equivalents</u>						
Farmers & Merchants Bank Main *		Due on Demand		3,370,151	3,370,151	2.63%
Farmers & Merchants Bank Payroll *		Due on Demand		1,034,646	1,034,646	0.81%
Local Agency Investment Fund		Due on Demand		26,160,495	26,160,495	20.38%
Farmer's & Merchants Bank Money Market *		Due on Demand		9,849,001	9,849,001	7.67%
Wells Fargo Bank Money Market *		Due on Demand		1,374,836	1,374,836	1.07%
Total Demand Deposit Accounts				41,789,130	41,789,130	32.56%
<u>Bond Mutual Fund</u>						
CAL TRUST Medium Term Fund		Due on Demand		10,181,514	10,181,514	7.93%
Total Bond Mutual Funds				10,181,514	10,181,514	7.93%
<u>Local Bank Certificates of Deposit</u>						
Farmers & Merchants Bank	1.00%	11/7/2021	2,000,000	2,000,000	2,000,000	1.56%
BBVA Compass	2.50%	3/13/2021	249,995	249,995	249,995	0.19%
Total Local Bank Certificates of Deposit			2,249,995	2,249,995	2,249,995	1.75%
<u>Negotiable Certificates of Deposit</u>						
BRIDGEWATER BANK BLOOMINGTON MINNESOTA	2.20%	8/17/2020	250,000	250,000	250,858	0.20%
BELMONT SAVINGS BANK INTEREST	1.95%	11/23/2020	250,000	250,000	250,655	0.20%
TIAA FSB INTEREST BEARING	1.95%	11/23/2020	250,000	250,000	250,653	0.20%
ALLY BANK INTEREST BANKING	2.05%	11/24/2020	250,000	250,000	250,878	0.20%
BERKSHIRE BANK PITTSFIELD	1.85%	11/24/2020	250,000	250,000	250,432	0.20%
NEBRASKALAND NATIONAL BANK	1.85%	11/27/2020	250,000	250,000	250,437	0.20%
MB FINANCIAL BANK NA	2.00%	11/17/2021	250,000	250,000	251,364	0.20%
MERRICK BANK	2.10%	11/17/2021	250,000	250,000	251,826	0.20%
DISCOVER BANK	2.15%	11/22/2021	250,000	250,000	252,063	0.20%
THIRD FEDERAL SAVINGS & LOAN CLEVELAND	2.10%	11/24/2021	250,000	250,000	251,835	0.20%
BMW BANK NORTH AMERICA	2.20%	11/29/2021	250,000	250,000	252,314	0.20%
ENERBANK USA	2.55%	1/18/2022	250,000	250,000	254,193	0.20%
HORIZON BANK NATION ASSN	2.85%	5/4/2022	250,000	250,000	256,310	0.20%
MOUNTAIN ONE BANK	1.85%	5/31/2022	250,000	250,000	250,056	0.19%
CITI BANK	1.95%	8/23/2022	250,000	250,000	251,056	0.20%
CAPITAL ONE BANK USA NA	2.40%	11/22/2022	250,000	250,000	254,110	0.20%
CAPITAL ONE NA	2.40%	11/22/2022	250,000	250,000	254,110	0.20%
GOLDMAN SACHS BANK USA	2.40%	11/22/2022	250,000	250,000	254,110	0.20%
WELLS FARGO BANK NA	2.40%	11/22/2022	250,000	250,000	254,124	0.20%
JP MORGAN CHASE BANK NA	2.30%	11/30/2022	250,000	250,000	250,638	0.20%
AMERICAN EXPRESS BANK FSB	2.50%	12/5/2022	250,000	246,699	253,769	0.20%
SYNCHRONY BANK	2.60%	1/19/2023	250,000	250,000	255,707	0.20%
SALLIE MAE BANK/SALT LAKE CITY, UTAH	2.65%	1/24/2023	250,000	250,000	256,101	0.20%
STATE BANK OF INDIA	2.70%	2/16/2023	250,000	250,000	256,596	0.20%
MEDALLION BANK UTAH	2.90%	4/10/2023	250,000	250,000	258,473	0.20%
STIFEL BANK AND TRUST	2.95%	5/15/2023	250,000	250,000	259,145	0.20%
CITIBANK NA	3.25%	6/6/2023	250,000	250,000	261,759	0.20%
INDUSTRIAL & COM BK CHNA	3.30%	6/30/2023	250,000	250,000	262,434	0.20%
COMENITY CAPITAL BANK	3.30%	7/16/2023	250,000	250,000	262,572	0.20%
UBS BANK	3.35%	10/5/2023	250,000	250,000	263,754	0.21%
BARCLAYS BANK/DELAWARE	3.35%	10/10/2023	250,000	250,000	263,755	0.21%
HSBC BANK	3.50%	10/31/2023	250,000	250,000	253,808	0.20%
BMO HARRIS BANK NATL ASSOC**	2.00%	11/20/2023	250,000	250,000	250,347	0.20%
BANK OF BARODA	3.55%	11/30/2023	250,000	250,000	266,111	0.21%
MCHENRY SAVINGS BK IL	2.80%	3/14/2024	250,000	250,000	259,484	0.20%
FIRST UNITED BK & TRUST	2.95%	4/26/2024	250,000	250,000	250,222	0.19%
MORGANSTANLEY BANK**	1.95%	11/29/2024	250,000	250,000	250,111	0.19%
MORGANSTANLEY PRIVATE BANK**	1.90%	11/29/2024	250,000	250,000	249,528	0.19%
TEXAS EXCHANGE BANK**	2.00%	12/20/2024	250,000	250,000	250,631	0.20%
Total Negotiable Certificates of Deposit			9,750,000	9,746,699	9,926,331	7.73%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED DECEMBER 31, 2019

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Agency Securities						
FEDERAL FARM CREDIT BANK SYSTEM	2.05%	1/30/2020	250,000	247,902	250,139	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50%	2/28/2020	500,000	494,585	499,903	0.39%
TENNESSEE VALLEY AUTHORITY	2.25%	3/15/2020	250,000	248,441	250,325	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.50%	4/27/2020	250,000	249,526	250,807	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.55%	5/15/2020	250,000	249,734	250,899	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	1.55%	7/27/2020	500,000	492,355	500,017	0.39%
FEDERAL FARM CREDIT BANK SYSTEM	2.84%	9/17/2020	250,000	251,200	252,309	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50%	10/22/2020	205,000	199,527	204,762	0.16%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.70%	11/13/2020	250,000	244,468	250,078	0.19%
FEDERAL HOME LOAN BANK	5.25%	12/11/2020	250,000	266,094	258,388	0.20%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.35%	2/22/2021	250,000	247,195	252,095	0.20%
FEDERAL HOME LOAN BANK	2.38%	3/12/2021	250,000	247,737	252,152	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.75%	4/9/2021	250,000	242,978	250,282	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	5/6/2021	250,000	240,040	248,821	0.19%
FEDERAL HOME LOAN BANK	1.50%	6/30/2021	250,000	242,625	248,369	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.25%	8/17/2021	250,000	238,514	248,679	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	9/28/2021	250,000	244,105	251,574	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.38%	10/7/2021	250,000	238,923	249,050	0.19%
FEDERAL HOME LOAN BANK	2.63%	12/10/2021	250,000	248,755	254,646	0.20%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	1/5/2022	250,000	243,235	251,927	0.20%
FEDERAL HOME LOAN BANK	2.63%	3/11/2022	250,000	248,853	255,663	0.20%
FEDERAL HOME LOAN BANK	1.65%	4/19/2022	500,000	481,125	499,160	0.39%
FEDERAL HOME LOAN BANK	2.62%	5/27/2022	250,000	249,465	255,948	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	1.88%	6/1/2022	250,000	242,059	251,615	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	1.75%	7/5/2022	250,000	238,208	249,989	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.00%	8/26/2022	250,000	242,734	252,288	0.20%
FREDDIE MAC	1.85%	9/2/2022	350,000	350,000	349,999	0.27%
FEDERAL HOME LOAN BANK	3.13%	9/9/2022	250,000	254,254	259,996	0.20%
FREDDIE MAC	2.00%	9/12/2022	250,000	250,000	249,836	0.19%
FEDERAL NATIONAL MORTGAGE ASSOCIATION	2.38%	1/19/2023	250,000	246,300	255,645	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.65%	3/8/2023	250,000	249,325	257,877	0.20%
FEDERAL FARM CREDIT BANK SYSTEM	2.70%	4/11/2023	250,000	249,500	258,485	0.20%
FEDERAL HOME LOAN BANK	2.85%	5/8/2023	250,000	250,174	260,060	0.20%
FEDERAL AGRICULTURE MORTGAGE CORPORATION	2.90%	7/24/2023	250,000	249,160	260,800	0.20%
FEDERAL HOME LOAN BANK	2.63%	4/15/2024	500,000	500,000	500,619	0.39%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.63%	4/24/2024	650,000	650,037	651,211	0.51%
FEDERAL HOME LOAN MORTGAGE CORPORATION	2.75%	5/1/2024	500,000	500,000	501,272	0.39%
FEDERAL HOME LOAN MORTGAGE CORPORATION **	2.00%	5/10/2024	300,000	300,000	300,007	0.23%
FEDERAL FARM CREDIT BANK SYSTEM **	1.94%	6/3/2024	1,000,000	1,000,000	1,000,037	0.78%
FEDERAL HOME LOAN MORTGAGE CORPORATION **	2.05%	7/29/2024	500,000	500,000	500,222	0.39%
FEDERAL HOME LOAN MORTGAGE CORPORATION **	2.10%	12/5/2024	500,000	500,000	500,264	0.39%
FEDERAL HOME LOAN MORTGAGE CORPORATION **	2.07%	12/23/2024	500,000	500,000	500,029	0.39%
Total Agency Securities			13,755,000	13,629,128	13,846,243	10.79%

US Treasury Notes	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
UNITED STATES TREASURY	1.38%	4/30/2020	500,000	491,523	499,530	0.39%
UNITED STATES TREASURY	1.63%	6/30/2020	500,000	493,607	500,000	0.39%
UNITED STATES TREASURY	2.63%	7/31/2020	250,000	249,029	251,416	0.20%
UNITED STATES TREASURY	2.63%	8/31/2020	250,000	248,942	251,602	0.20%
UNITED STATES TREASURY	2.63%	11/15/2020	250,000	248,868	252,100	0.20%
UNITED STATES TREASURY	2.38%	12/31/2020	250,000	247,420	251,768	0.20%
UNITED STATES TREASURY	1.38%	1/31/2021	250,000	241,844	249,307	0.19%
UNITED STATES TREASURY	1.13%	2/28/2021	250,000	239,815	248,535	0.19%
UNITED STATES TREASURY	1.25%	3/31/2021	250,000	240,368	248,858	0.19%
UNITED STATES TREASURY	1.38%	4/30/2021	250,000	240,904	249,238	0.19%
UNITED STATES TREASURY	1.38%	5/31/2021	250,000	240,547	249,238	0.19%
UNITED STATES TREASURY	1.13%	6/30/2021	250,000	238,335	248,252	0.19%
UNITED STATES TREASURY	1.13%	7/31/2021	250,000	237,921	248,135	0.19%
UNITED STATES TREASURY	2.00%	8/31/2021	250,000	244,513	251,650	0.20%
UNITED STATES TREASURY	1.13%	9/30/2021	250,000	237,186	247,988	0.19%
UNITED STATES TREASURY	2.00%	10/31/2021	250,000	244,134	251,865	0.20%
UNITED STATES TREASURY	2.00%	12/31/2021	400,000	394,512	403,203	0.31%
UNITED STATES TREASURY	1.50%	1/31/2022	250,000	240,139	249,629	0.19%
UNITED STATES TREASURY	1.88%	2/28/2022	250,000	243,370	251,533	0.20%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED DECEMBER 31, 2019

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
US Treasury Notes Cont'd						
UNITED STATES TREASURY	1.88%	3/31/2022	250,000	243,143	251,592	0.20%
UNITED STATES TREASURY	1.75%	5/31/2022	250,000	242,223	250,977	0.20%
UNITED STATES TREASURY	1.75%	6/30/2022	250,000	242,065	251,035	0.20%
UNITED STATES TREASURY	1.88%	7/31/2022	250,000	243,028	251,768	0.20%
UNITED STATES TREASURY	1.63%	8/31/2022	250,000	240,313	250,205	0.19%
UNITED STATES TREASURY	1.88%	9/30/2022	250,000	242,668	251,904	0.20%
UNITED STATES TREASURY	2.00%	10/31/2022	250,000	243,745	252,744	0.20%
UNITED STATES TREASURY	2.00%	11/30/2022	250,000	243,603	252,822	0.20%
UNITED STATES TREASURY	2.13%	12/31/2022	250,000	244,688	253,809	0.20%
UNITED STATES TREASURY	1.50%	2/28/2023	250,000	237,063	249,131	0.19%
UNITED STATES TREASURY	1.50%	3/31/2023	250,000	236,790	249,092	0.19%
UNITED STATES TREASURY	1.63%	4/30/2023	250,000	238,225	249,980	0.19%
UNITED STATES TREASURY	1.63%	5/31/2023	250,000	236,525	250,010	0.19%
UNITED STATES TREASURY	2.63%	6/30/2023	250,000	247,329	258,457	0.20%
UNITED STATES TREASURY	1.25%	7/31/2023	250,000	231,621	246,650	0.19%
Total US Treasury Notes			9,150,000	8,876,001	9,174,022	7.15%

Corporate Securities	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
MERCK & COMPANY INC	1.85%	2/10/2020	300,000	296,400	299,926	0.23%
MICROSOFT CORP	1.85%	2/12/2020	500,000	500,453	500,004	0.39%
CHEVRON CORP	1.96%	3/3/2020	500,000	498,091	499,911	0.39%
AMERICAN HONDA FINANCE	2.15%	3/13/2020	300,000	299,977	300,020	0.23%
NEVADA POWER COMPANY	2.75%	4/15/2020	250,000	249,765	250,558	0.20%
IBM CORP	1.63%	5/15/2020	500,000	494,010	499,839	0.39%
CITIBANK NA	2.10%	6/12/2020	750,000	737,700	750,369	0.58%
CISCO SYSTEMS INC	2.45%	6/15/2020	250,000	248,618	250,741	0.20%
JPMORGAN CHASE & CO	2.75%	6/23/2020	420,000	419,129	421,210	0.33%
TARGET CORPORATION	3.88%	7/15/2020	250,000	256,310	252,679	0.20%
AMAZON.COM INC	1.90%	8/21/2020	300,000	298,653	300,272	0.23%
HSBC BANK USA NA	4.88%	8/24/2020	250,000	256,818	254,310	0.20%
AUTOMATIC DATA PROCESSING	2.25%	9/15/2020	300,000	297,516	300,793	0.23%
BANK OF AMERICA CORP	2.63%	10/19/2020	500,000	503,172	502,862	0.39%
COCA-COLA COMPANY	2.45%	11/1/2020	250,000	248,290	251,278	0.20%
WELLS FARGO & COMPANY	2.55%	12/7/2020	200,000	199,591	201,218	0.16%
WELLS FARGO BANK NA	2.60%	1/15/2021	250,000	246,540	251,753	0.20%
MICROSOFT CORP	4.00%	2/8/2021	100,000	104,600	102,735	0.08%
CISCO SYSTEMS INC	2.20%	2/28/2021	150,000	147,659	150,878	0.12%
EXXON MOBIL CORPORATION	2.22%	3/1/2021	150,000	147,915	150,885	0.12%
BERKSHIRE HATHAWAY INC	2.20%	3/15/2021	100,000	99,297	100,387	0.08%
PNC BANK NA	2.15%	4/29/2021	500,000	495,965	501,640	0.39%
COSTCO WHOLESALE CORP	2.15%	5/18/2021	100,000	99,008	100,557	0.08%
ALPHABET INC	3.63%	5/19/2021	100,000	104,000	102,630	0.08%
DETROIT EDISON CO	3.90%	6/1/2021	375,000	385,585	383,692	0.30%
TOTAL CAPITAL INTERNATIONAL SA	2.75%	6/19/2021	250,000	248,075	253,375	0.20%
AMERICAN HONDA FINANCE	1.65%	7/12/2021	250,000	239,433	249,423	0.19%
WELLS FARGO BANK NA	3.33%	7/23/2021	750,000	748,343	755,873	0.59%
APPLE INC	1.55%	8/4/2021	500,000	485,396	498,124	0.39%
MIZUHO FINANCIAL CORPORATION	2.27%	9/13/2021	250,000	240,903	251,025	0.20%
BOEING COMPANY	2.35%	10/30/2021	250,000	245,363	252,429	0.20%
PFIZER INC	2.20%	12/15/2021	200,000	198,284	201,960	0.16%
TOYOTA MOTOR CREDIT CORP	2.60%	1/11/2022	250,000	246,665	253,781	0.20%
PACIFICORP	2.95%	2/1/2022	250,000	249,816	254,899	0.20%
JOHNSON & JOHNSON	2.25%	3/3/2022	250,000	245,167	252,763	0.20%
TD AMERITRADE HOLDING COMPANY	2.95%	4/1/2022	250,000	247,243	255,575	0.20%
ORACLE CORP	2.50%	5/15/2022	100,000	99,204	101,313	0.08%
UNITED PARCEL SERVICE	2.35%	5/16/2022	100,000	98,749	101,120	0.08%
DEERE & COMPANY	2.60%	6/8/2022	100,000	99,153	101,881	0.08%
3M COMPANY	2.00%	6/26/2022	150,000	144,485	150,586	0.12%
TOYOTA MOTOR CREDIT CORPORATION	2.80%	7/13/2022	250,000	246,950	255,897	0.20%
PROCTER & GAMBLE COMPANY	2.15%	8/11/2022	250,000	243,146	252,884	0.20%
MERCK & CO INC	2.40%	9/15/2022	100,000	98,701	101,559	0.08%
JPMORGAN CHASE & CO	3.25%	9/23/2022	100,000	101,377	103,465	0.08%
GENERAL ELECTRIC CO	2.70%	10/9/2022	250,000	242,535	253,457	0.20%
MICROSOFT CORP	2.65%	11/3/2022	250,000	247,580	256,039	0.20%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED DECEMBER 31, 2019

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Corporate Securities Cont'd						
AUSTRALIA & NEW ZEALAND BANKING GROUP NY	2.63%	11/9/2022	250,000	243,450	254,627	0.20%
VISA INC	2.80%	12/14/2022	250,000	247,518	257,267	0.20%
JPMORGAN CHASE & CO	2.97%	1/15/2023	150,000	147,503	152,839	0.12%
BANK OF NEW YORK MELLON CORP	2.95%	1/29/2023	100,000	100,069	102,700	0.08%
WELLS FARGO & COMPANY	3.45%	2/13/2023	150,000	152,147	155,346	0.12%
UNITED HEALTH GROUP INC	2.75%	2/15/2023	100,000	99,143	102,009	0.08%
EXXON MOBIL CORPORATION	2.73%	3/1/2023	250,000	247,040	256,070	0.20%
WALMART INC	2.55%	4/11/2023	250,000	244,525	255,434	0.20%
APPLE INC	2.40%	5/3/2023	250,000	240,887	254,266	0.20%
SOUTHERN CALIFORNIA EDISON	3.40%	6/1/2023	254,000	252,849	263,391	0.21%
CHEVRON CORPORATION	3.19%	6/24/2023	250,000	249,295	260,266	0.20%
NEW YORK UNIVERSITY*	2.72%	7/1/2023	230,000	230,000	232,308	0.18%
ORACLE CORP	3.63%	7/15/2023	250,000	253,415	264,373	0.21%
IBM CORP	3.38%	8/1/2023	500,000	492,500	523,663	0.41%
SHELL INTERNATIONAL FIN	3.40%	8/12/2023	250,000	252,275	262,179	0.20%
GILEAD SCIENCES INC	2.50%	9/1/2023	260,000	249,886	263,960	0.21%
PROV ST JOSEPH HEALTH OBL**	4.38%	10/1/2023	315,000	315,000	340,394	0.27%
TOYOTA MOTOR CREDIT CORP	2.25%	10/18/2023	250,000	235,228	252,458	0.20%
COCA-COLA CO	3.20%	11/1/2023	238,000	235,651	249,637	0.19%
NATIONAL RURAL UTIL COOP	3.40%	11/15/2023	300,000	297,885	315,817	0.25%
ALABAMA POWER CO	3.55%	12/1/2023	250,000	249,873	263,839	0.21%
TOYOTA MOTOR CREDIT CORP	3.35%	1/8/2024	400,000	399,358	419,976	0.33%
JOHN DEERE CAPITAL CORP	3.45%	1/10/2024	250,000	250,448	263,546	0.21%
BP CAP MARKETS AMERICA	3.79%	2/6/2024	500,000	538,075	532,144	0.41%
3M COMPANY **	3.25%	2/14/2024	300,000	300,000	313,995	0.24%
BANK OF AMERICA CORP	3.25%	2/15/2024	500,000	500,000	498,658	0.39%
BOEING CO	2.80%	3/1/2024	250,000	248,917	255,715	0.20%
DETROIT EDISON CO**	3.65%	3/15/2024	300,000	300,000	317,612	0.25%
BANK OF AMERICA CORP	4.00%	4/1/2024	250,000	263,445	267,771	0.21%
WELLS FARGO & COMPANY**	3.30%	9/9/2024	500,000	500,000	524,013	0.41%
AMERICAN HONDA FINANCE**	2.15%	9/10/2024	500,000	500,000	500,394	0.39%
SHELL INTERNATIONAL FIN**	2.00%	11/7/2024	500,000	500,000	498,683	0.39%
CALPRIVATE BANK**	1.95%	11/22/2024	250,000	250,000	250,155	0.19%
Total Corporate Securities			21,592,000	21,488,008	22,015,242	17.15%
Municipal Securities						
SAN RAMON CA REDEVELOPMENT AGENCY	2.75%	2/1/2020	105,000	104,941	105,079	0.08%
CONNECTICUT GENERAL OBLIGATION	2.29%	3/15/2020	500,000	493,235	500,245	0.39%
POMONA CA REVENUE WATER FACILITIES PROJEC	2.01%	5/1/2020	150,000	148,584	150,083	0.12%
LA DEPT OF APRTS	2.09%	5/15/2020	600,000	600,046	600,624	0.47%
ALAMEDA COUNTY CA JOINT POWERS AUTHORITY	2.60%	6/1/2020	550,000	550,506	551,628	0.43%
LANCASTER CA REDEVELOPMENT AGENCY	2.39%	8/1/2020	235,000	236,203	235,750	0.18%
CONNECTICUT ST GENERAL OBLIGATION	2.50%	8/1/2020	265,000	262,448	265,708	0.21%
MARIN COUNTY	2.66%	8/1/2020	500,000	500,000	502,750	0.39%
OAKLEY CA REDEVELOPMENT AGENCY	2.85%	9/1/2020	145,000	147,120	145,735	0.11%
SCOTTS VALLEY CA REDEVELOPMENT AGENCY	2.25%	9/1/2020	150,000	150,111	150,233	0.12%
SANTA FE SPRINGS CA COMMUNITY DEVELOPMENT	1.63%	9/1/2020	235,000	228,133	234,467	0.18%
PALM DESERT CA REDEVELOPMENT AGENCY	2.25%	10/1/2020	250,000	247,823	250,773	0.20%
TEXAS ST PUBLIC FINANCE AUTHORITY	3.53%	10/1/2020	350,000	358,351	354,438	0.28%
CALIFORNIA STATE HIGH SPEED RAIL	2.63%	4/1/2021	500,000	501,060	505,410	0.39%
UNIVERSITY OF CALIFORNIA	3.24%	5/15/2021	150,000	152,684	152,964	0.12%
UNIVERSITY OF CALIFORNIA CA REVENUES	1.79%	5/15/2021	250,000	244,733	250,073	0.19%
BURBANK-GLENDALE-PASADENA AIPORT AUTHORITY	4.13%	7/1/2021	90,000	94,323	92,730	0.07%
LA MIRADA CA REDEVELOPMENT	2.91%	8/15/2021	250,000	253,195	253,195	0.20%
YUBA LEEVEE FINANCING AUTHORITY	2.86%	9/1/2021	250,000	252,980	254,453	0.20%
SAN DIEGO CA REDEVELOPMENT AGENCY	2.25%	9/1/2021	250,000	246,163	251,395	0.20%
ROSEVILLE FINANCE AUTHORITY - ELECTRIC SYSTEM	2.41%	2/1/2022	250,000	246,915	252,773	0.20%
POMONA REDEV AGY-REF	3.55%	2/1/2022	275,000	283,441	283,850	0.22%
CA ST-TXBL	6.65%	3/1/2022	640,000	716,619	690,170	0.54%
STATE OF MARYLAND	2.65%	3/15/2022	300,000	300,480	305,628	0.24%
CALIFORNIA EDUCATIONAL FACILITIES AUTHORITY	2.46%	4/1/2022	250,000	246,270	251,630	0.20%
CALIFORNIA ST-A-TXBL	2.37%	4/1/2022	500,000	502,362	507,005	0.40%
CALIFORNIA STATE DEPT OF WATER RESOURCES	2.00%	5/1/2022	300,000	291,678	301,635	0.23%
UNIV OF CALIFORNIA-BC	2.61%	5/15/2022	250,000	250,000	254,828	0.20%

CITY OF LODI
SUMMARY OF CASH AND INVESTED FUNDS
FOR THE QUARTER ENDED DECEMBER 31, 2019

TYPE OF INVESTMENT	Interest Rate	Maturity Date	Par Value	Cost	Market Value	% of Portfolio
Municipal Securities Cont'd						
FAIRFIELD-REF-TXBL**	3.25%	6/1/2022	150,000	150,000	153,990	0.12%
TULARE COUNTY CA PENSION OBLIGATION	3.20%	6/1/2022	250,000	250,245	256,285	0.20%
ARKANSAS ST AMENDMENT 82	2.84%	7/1/2022	100,000	100,499	102,428	0.08%
ADELANTO PUBLIC UTILITIES	3.50%	7/1/2022	240,000	246,936	247,978	0.19%
ORANGE COUNTY CA WATER DIST**	1.83%	8/15/2022	125,000	125,000	125,186	0.10%
OCEANSIDE CA PENSION OBLIGATION	3.84%	8/15/2022	200,000	209,604	209,176	0.16%
VISTA CA REDEVELOPMENT	3.00%	9/1/2022	120,000	120,960	123,754	0.10%
SAN BERNARDINO COUNTY REDEVELOPMENT	3.25%	9/1/2022	160,000	161,840	163,397	0.13%
SAN LEANDRO CA REDEVELOPMENT AGENCY	3.21%	9/1/2022	260,000	260,887	268,858	0.21%
SAN FRANCISCO CITY & COUNTY CA	2.40%	11/1/2022	445,000	437,052	452,489	0.35%
CALIFORNIA DEPARTMENT OF WATER RESOURCES	2.52%	12/1/2022	75,000	75,000	76,521	0.06%
CARSON CA REDEVELOPMENT	3.00%	2/1/2023	80,000	81,000	81,473	0.06%
CALIFORNIA HOUSING FINANCE AGENCY	2.88%	2/1/2023	200,000	443,770	460,800	0.36%
GEORGIA ST GENERAL OBLIGATION	2.23%	2/1/2023	310,000	299,559	312,988	0.24%
FRESNO FING-B REF	3.18%	4/1/2023	285,000	282,230	293,858	0.23%
OHIO ST THIRD FRONTIER RESEARCH	2.11%	5/1/2023	250,000	240,273	252,370	0.20%
RIVERSIDE CA PENSION OBLIGATION	2.63%	6/1/2023	250,000	243,888	254,065	0.20%
SAN DIEGO TOBACCO SETTLEMENT	3.44%	6/1/2023	500,000	500,745	515,715	0.40%
INDUSTRY-REF-TXBL	3.00%	7/1/2023	500,000	506,070	502,445	0.39%
SOLANO COMMUNITY COLLEGE DT**	2.06%	8/1/2023	145,000	145,000	144,901	0.11%
CALIFORNIA VARIOUS PURPOSE	3.50%	8/1/2023	305,000	310,481	320,159	0.25%
VISTA REDEV AGENCY-TXBL**	3.00%	9/1/2023	290,000	290,000	301,351	0.23%
CENTRAL CONTRA COSTA SANITATION DISTRICT	3.12%	9/1/2023	415,000	417,283	433,600	0.34%
CALIFORNIA STATE MUNI TAX	2.25%	10/1/2023	250,000	239,738	252,590	0.20%
RIVERSIDE CA UNIFIED SCHOOL DIST**	1.98%	2/1/2024	400,000	400,000	398,988	0.31%
CORTE MADERA-TXBL-REF	2.75%	5/1/2024	150,000	150,357	152,841	0.12%
TULARE COUNTY BRD ED-TXBL**	2.31%	5/1/2024	235,000	235,000	235,040	0.18%
CHAFFEY COMMUNITY COLLEGE DT**	1.72%	6/1/2024	480,000	480,000	475,056	0.37%
CONTRA COSTA CA COMNTY	1.77%	8/1/2024	250,000	250,000	247,103	0.19%
SOLANO COMMUNITY COLLEGE DT**	2.16%	8/1/2024	300,000	300,000	299,409	0.23%
SAN FRANCISCO REDEV-C**	3.13%	8/1/2024	500,000	500,000	521,130	0.41%
ORANGE COUNTY CA WATER DIST**	1.94%	8/15/2024	200,000	200,000	199,774	0.16%
ESCONDIDO JT POWERS**	2.19%	9/1/2024	380,000	380,000	379,327	0.30%
CARMICHAEL WATER DIST**	2.17%	11/1/2024	1,295,000	1,295,000	1,302,602	1.01%
Total Municipal Securities			18,635,000	18,938,817	19,172,892	14.94%

INVESTMENTS SUBTOTAL NOT INCLUDING CASH & EQUIVALENTS

75,131,995 74,928,649 76,384,725 59.51%

TOTAL ALL INVESTMENTS INCLUDING CASH & EQUIVALENTS

126,899,293 128,355,369 100.00%

* End of month bank balances are reflected on this report.

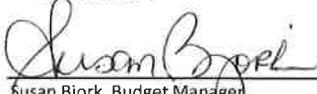
** Investments purchased during this reporting period.

CERTIFICATION

I certify this report accurately reflects all city pooled investments and is in conformity with state law and the investment policy statement adopted by the City Council on February 5, 2020. The investment program herein shown provides sufficient cash liquidity to meet the next six months estimated expenditures. A copy of this report is available in the City Clerk's Office or online at <http://www.lodi.gov/finance/revenue.html>.



Andrew Keys, Treasurer/Director of Finance



Susan Bjork, Budget Manager

1/22/2020

Review Date

1/22/2020

Review Date

IRS Section 115 Retirement Benefit Trust Funds**Market Value****Public Agency Retirement Services - Pension Stabilization Fund**

Balanced Strategy Mutual Fund

\$ 17,023,582

Total Pension Stabilization Fund**\$ 17,023,582****CalPERS - California Employer's Retiree Benefit Trust (CERBT)**

CERBT Strategy 2

\$ 2,013,696

Total CERBT**\$ 2,013,696****Total Section 115 Retirement Benefit Trust Funds****\$ 19,037,278****Restricted Cash Accounts****Market Value****PCE/TCE Central Plume Remediation Fund**

Farmers & Merchants Bank Money Market

\$ 1,832,789

Total PCE/TCE Central Plume Account**\$ 1,832,789****Total Restriction Cash Accounts****\$ 1,832,789**



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between \$10,000 and \$20,000
MEETING DATE: February 5, 2020
PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between \$10,000 and \$20,000.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 (T) requires the City Manager to prepare a quarterly report of contracts not less than \$10,000 nor greater than \$20,000. This report satisfies that requirement.

Attached are reports of purchases awarded during the fourth calendar quarter of 2019. The reports are separated into purchases awarded or made by purchase order, by Cal-Card or by contract. Two newer elements are included in this report. The first shows all Cal-Card purchases during the quarter that were between \$10,000 and \$20,000. The second shows all contract amendments or change orders to contracts awarded during this quarter. These are changes to Council approved contracts that did not go to Council for approval. With this report, staff is providing Council with the full scope of purchasing activity under LMC Section 2.12.060 (T).

FISCAL IMPACT: There is no fiscal impact from the preparation of this report.

FUNDING AVAILABLE: Adequate funding is available in the Fiscal Year 2019/20 budget for the items on this report.

Andrew Keys
Deputy City Manager

APPROVED: _____
Stephen Schwabauer, City Manager

Quarterly Report of Purchases by Purchase Order – 2019, Q4

Purchase Order No.	Contractor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding, 3.20.075 - Professional/technical services contracts, 3.20.077 – Electronic hardware and software, and 3.20.110 - Open market procedure.				
2200129	Anixter Inc	3-Phase Sectionalizing Module	Electric Utility – 500 Fund	10,080
2200141	ERMCO	37.5 KVA 240/120 Pad Mount Transformer	Electric Utility – 500 Fund	19,962
2200142	Scinor Water America, LLC	Membrane Filters	Water Utility– 560 Fund	14,964
2200154	Alameda Electric Supply	Ornamental Standard Arm VISCO	Electric Utility – 500 Fund	18,292
2200153	Anixter Inc	Wood Utility Pole 45', Treated (Qty 10)	Electric Utility – 500 Fund	17,043
2200151	ERMCO	300 kVA, 208y/120V, 3-Ph, FEED	Electric Utility – 500 Fund	10,767
2200164	Anixter Inc	3-PHASE SECTIONALIZING MODULE	Electric Utility – 500 Fund	13,440
2200170	DLT Solutions LLC	Auto CAD Subscription	General – 100 Fund	12,869
2200172	ERMCO	500 kVA, 480y/277V, 3-Ph, FEED	Electric Utility – 500 Fund	13,742
2200171	Anixter Inc	1"X 7' MANTA RAY ANCHOR ROD	Electric Utility – 500 Fund	13,241
2200181	CDW Government	Firewall Service Fees	Vehicle & Equip Repl – 401 Fund (Equip Repl)	17,150
2200187	Accruent, LLC	Maintenance Connection Hosting	Electric Utility – 500 Fund	11,880
2200197	Axon Enterprise	Taser Cartridges for New Taser	General – 100 Fund	20,000
2200198	Alameda Electric Supply	1/2" PVC SCHED 40 COUPLING	Electric Utility – 500 Fund	16,138
2200199	Overhead Door C	WSWPCF Overhead Door	Wastewater Utility – 531 Fund	12,098
2200213	Lehr Auto Elect	Car 05-097 Lehr Vehicle Equipment	Vehicle & Equip Repl – 403 Fund (Police Veh Repl)	13,597
2200214	Lehr Auto Elect	Car 05-028 Lehr Vehicle Equipment	Vehicle & Equip Repl – 403 Fund (Police Veh Repl)	13,597
2200215	Power Partners	15KVA 120/240 Conventional Pol	Electric Utility – 500 Fund	11,758
2200223	DC Frost Associates	UV Maintenance	Wastewater Utility – 531 Fund	13,257
2200225	Anixter Inc	1/4" GUY WIRE 6,000LB BREAKING	Electric Utility – 500 Fund	12,818
2200226	One Source Distributors	5/8" X 6 1/2" GALV. STEEL PIN	Electric Utility – 500 Fund	12,697
2200243	Alameda Electric Supply	10" Ball	Electric Utility – 500 Fund	13,926
2200249	L&K Enterprises	2017 Hisun E1	Capital Outlay – 205 Fund (State Grants)	13,663

Quarterly Report of Purchases by Cal-Card – 2019, Q4

Merchant / Vendor	Description	Funding Source	Amount
The following purchases were made in accordance with Lodi Municipal Code Sections 3.20.070 - Bidding.			

There were no purchases in the amount of \$10,000 to \$20,000 made by contract during the fourth quarter of 2019.

Quarterly Report of Purchases by Contract – 2019, Q4

Contract No.	Contractor	Description	Department	Amount

There were no purchases in the amount of \$10,000 to \$20,000 made by contract during the fourth quarter of 2019.

Quarterly Report of Contract Amendments and Change Orders – 2019, Q4

Contract No	CO# or Amend#	Contractor	Original Contract	Amendment	Change Order	Previous Adds	Revised Total	Department	Signer Title

There were no purchases in the amount of \$10,000 to \$20,000 made by contract amendments during the fourth quarter of 2019.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Wastewater Main Rehabilitation Program (Project No. 8)

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Wastewater Main Rehabilitation Program (Project No. 8).

BACKGROUND INFORMATION: The Wastewater Main Rehabilitation Program is intended to systematically replace and repair existing wastewater infrastructure that has reached its useful life. This is the eighth project scheduled in this program.

In 2016, the City hired a consultant to perform a wastewater pipeline condition assessment. The assessment included the inspection of the City's larger wastewater pipelines and identified pipe segments in need of repair due to deteriorating pipe conditions. Staff uses the condition assessment results to prioritize rehabilitation of wastewater pipelines. Project No. 8 focuses on the 24-inch and 30-inch diameter wastewater trunklines within Century Boulevard, from Beckman Road to Church Street, as shown on Exhibit A.

Once completed, the project will improve the level of service associated with the wastewater system by increasing reliability, reducing risk of pipeline failures, and decreasing maintenance costs. As with previous phases of the project, staff is again recommending the use of trenchless methods of rehabilitation to minimize both surface disruption and costs.

Project No. 8 includes in-place (trenchless) rehabilitation of approximately 5,400 linear feet of 24-inch and 30-inch diameter wastewater main (including 100 linear feet of pipeline located under the Union Pacific Railroad), 800 linear feet of 36-inch diameter storm drain line, and the rehabilitation of approximately 19 manholes.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is February 28, 2018. The project estimate is \$2,500,000.

FISCAL IMPACT: Completing this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system.

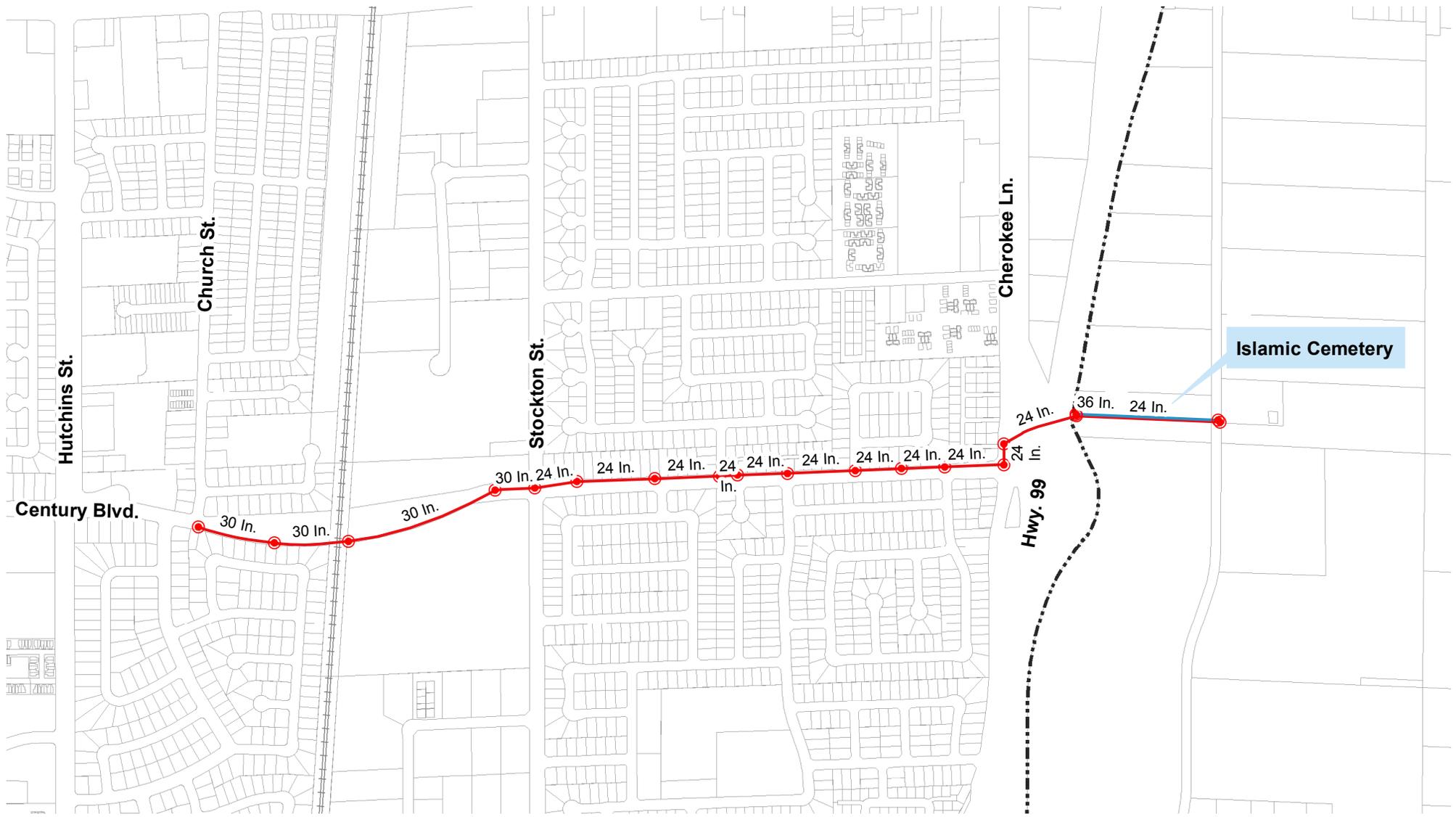
FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

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

cc: Deputy Public Works Director /City Engineer
Utility Manger

APPROVED: _____
Stephen Schwabauer, City Manager



**Exhibit A
Wastewater Main Rehab Program
Phase 8**

- Rehab Utility Manholes
- Rehab Wastewater Lines
- Rehab Storm Drain Lines





TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Well 27 Granular Activated Carbon Filter System

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Well 27 Granular Activated Carbon Filter System.

BACKGROUND INFORMATION: In 2018, after the January sample for Well 27 indicated the presence of the regulated chemical known as 1,2,3,-trichloropropane (1,2,3-TCP) the well was taken out of service. This project is needed for the well to meet State drinking water standards and return to service.

For decades, Granular Activated Carbon (GAC) has been utilized at several well sites within the City to adsorb dibromochloropropane (DBCP). The State Water Resources Control Board has identified GAC as a best available technology for removing 1,2,3-TCP contamination from drinking water.

This project consists of furnishing and installing a GAC treatment system for Well 27, located at 2160 West Century Boulevard (intersection of Heavenly Way and West Century Boulevard), as shown on Exhibit A. The work for this includes furnishing and installing a GAC filter system, complete with four low profile tanks, carbon media, concrete pad, and all required on-site piping and valving, including approximately 200 linear feet of 10-inch water pipe, 100 linear feet of eight-inch water pipe and 60 linear feet of eight-inch wastewater pipe, and other incidental and related work.

The specifications are on file in the Public Works Department. The planned bid opening date is February 26, 2020. The project estimate is \$1,500,000.

FISCAL IMPACT: Annual operation and maintenance costs for the water utility will increase as a result of Well 27 being placed back into service and the addition of the GAC treatment 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
Attachment

cc: Andrew Richle, Utilities Superintendent
Travis Kahrs, Water Plant Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

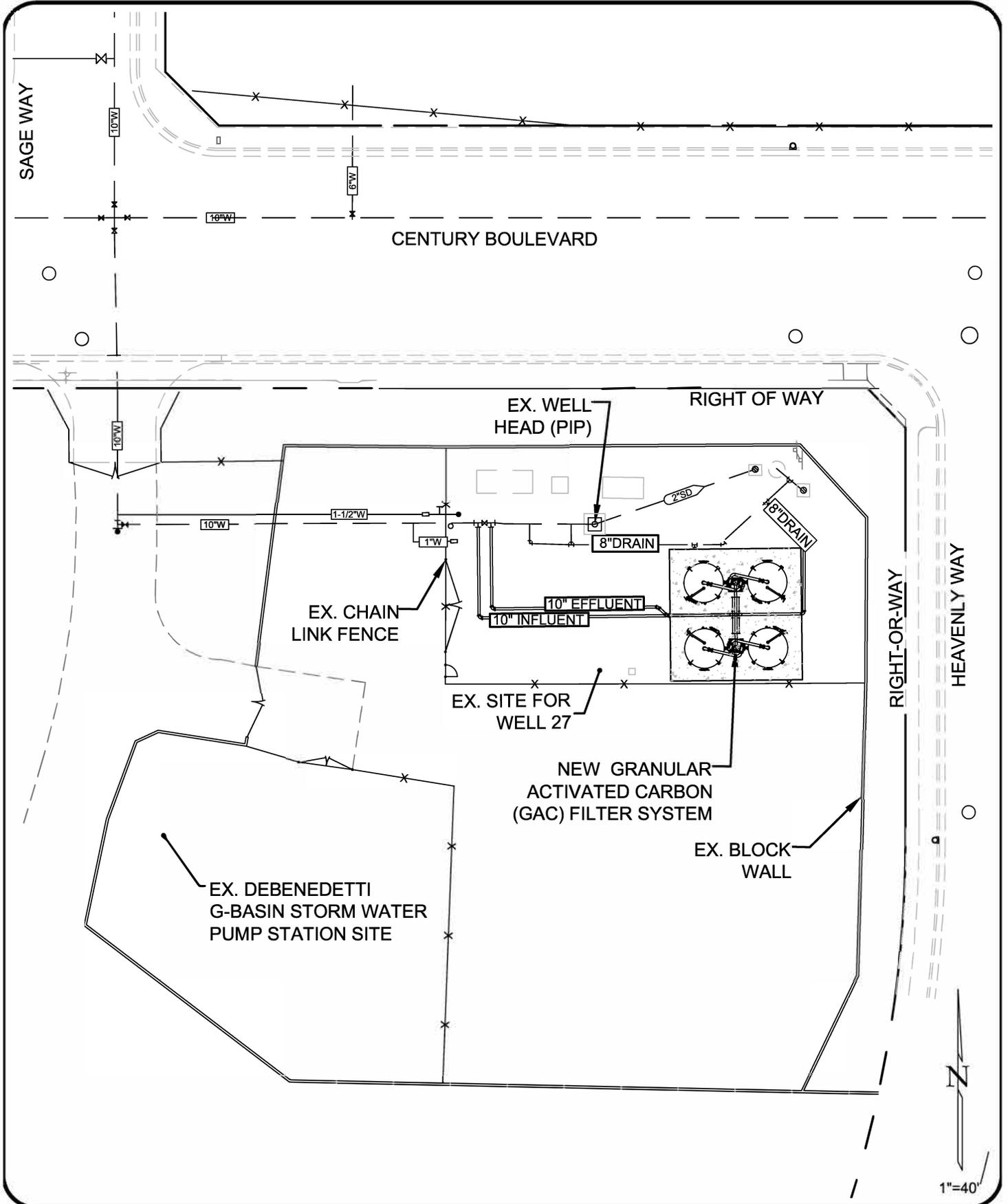


CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A

WELL 27 GRANULAR ACTIVATED
CARBON (GAC) FILTER SYSTEM
CENTURY BLVD. & HEAVENLY WAY





TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2020 Pavement Maintenance Project

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2020 Pavement Maintenance Project.

BACKGROUND INFORMATION: Historically, when there have been small segments of roadways with pot-holes or deformed pavement area, Street Division crews have completed the pavement repairs utilizing in-house staff. The City has not been able to perform these functions in recent years given the current staffing levels, priorities, and resources being redirected to perform homeless related activities, such as trash pickup and sidewalk cleaning.

In order to address a few high-traffic areas with significant pavement failures (mainly Lower Sacramento Road and Lodi Avenue), the City is proposing to remove and replace various pavement areas within the City utilizing an outside contract. The project will involve traffic control, pavement removal, base recompaction, new paving, and striping repairs.

The specifications are on file in the Public Works Department. The planned bid opening date is March 4, 2020. The contract estimate is \$ 200,000. Project award is anticipated to be April 1, 2020.

FISCAL IMPACT: Repairing these areas now will prevent them from getting worse and potentially causing vehicle damage.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc

cc: Utility Manager

APPROVED: _____
Stephen Schwabauer, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Lodi Avenue and Mills Avenue Resurfacing Project

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Lodi Avenue and Mills Avenue Resurfacing Project.

BACKGROUND INFORMATION: This project includes 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 rubberized asphalt cape seal is a combination of a rubberized chip seal comprising the bottom layer followed with an upper layer of fiberized slurry seal (slurry seal with strands of glass fiber added). The fiberized slurry seal will also be applied by itself on a portion of Mills Avenue. The rubberized cape seal will be applied to streets with more surface defects, while fiberized slurry seal will be applied only to a street with fewer surface defects.

While the asphalt overlay is superior in ride quality, these pavement rehabilitation alternatives are expected to extend the life of deteriorated roads by around one-half of that of an overlay, at approximately one-third of the cost.

The specifications are on file in the Public Works Department. The project will not be advertised until the appropriate Caltrans authorizations are received. The planned bid opening date is February 28, 2020. The contract estimate is \$1,500,000. Project award is anticipated to be June 1, 2020.

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: Funding will be identified at project award. A portion of the project funding will come from the Federal Transportation Improvement Program.

Charles E. Swimley, Jr.
Public Works Director

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

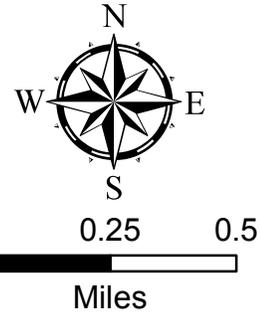
cc: Utility Manager

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A

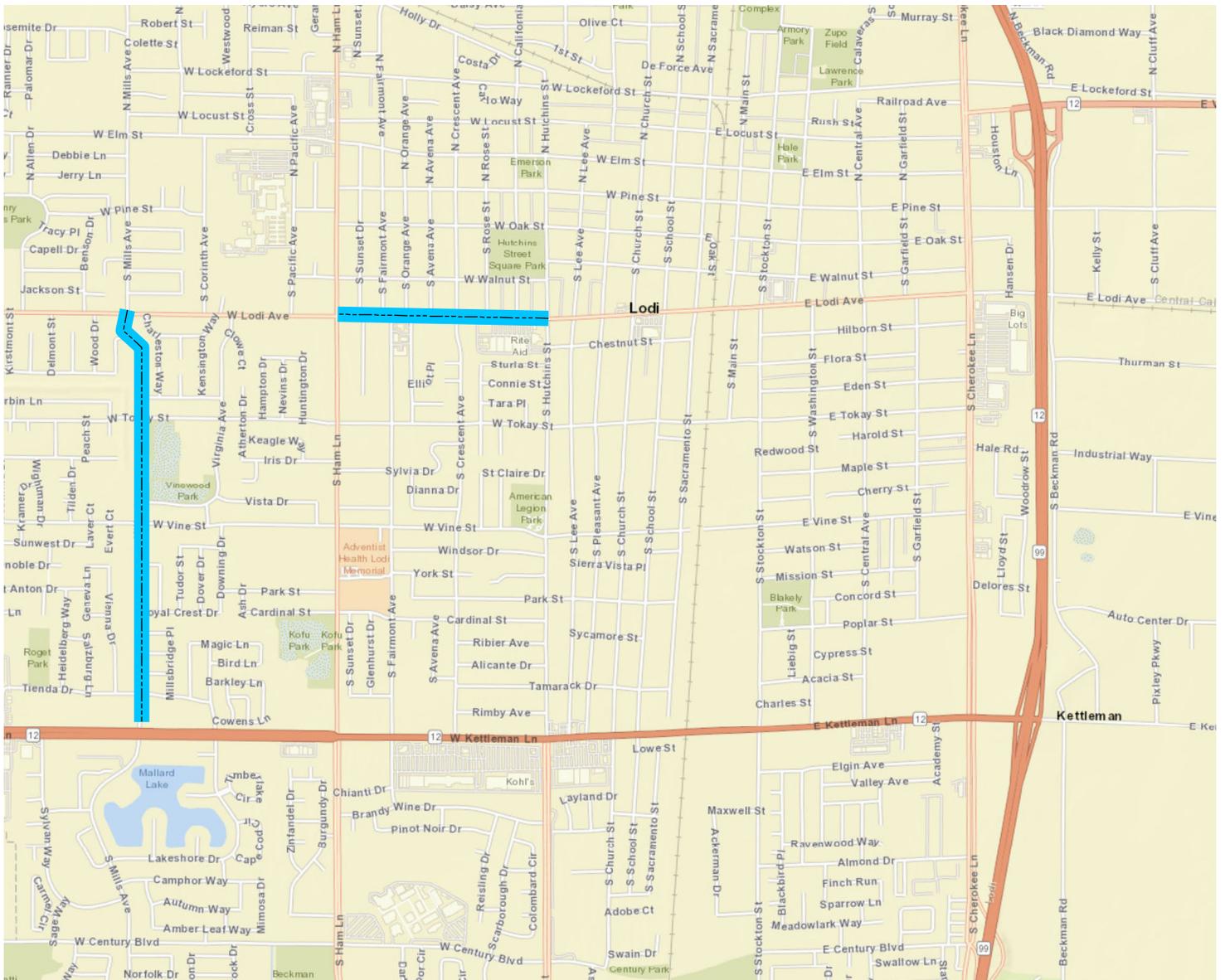
LODI AVENUE AND MILLS AVENUE RESURFACING PROJECT

PROJECT LOCATION MAP



Legend

 Project Locations





**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Bid for the Purchase of Medium Voltage Cable from The Okonite Company of San Ramon, CA (\$52,474.19)

MEETING DATE: Feb 5, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution awarding bid for the purchase of medium voltage cable from The Okonite Company of San Ramon, CA. in the amount of \$52,474.19.

BACKGROUND INFORMATION: On December 20, 2017 the City Council authorized the advertisement of bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids to purchase 25,000 feet of medium voltage 1/0 EPR (Ethylene Propylene Rubber) insulated cable. On January 22, 2020 bids were opened with results as follows:

Supplier	Bid
The Okonite Company, San Ramon, CA	\$52,474.19
General Pacific, Fairview, OR	\$57,778.44
Anixter, Benicia, CA	\$60,620.00
American Wire Group, Miami, FL	\$66,303.13

The Electric Utility recently received Council approval to pursue blanket purchase orders, eliminating the need for individual order-by-order approvals such as what is being sought here. As the blanket-PO bidding process will not be finalized and supplying commodities to the Utility for a few more months, this order is necessary to serve the Utility's interim 1/0 medium-voltage cable needs.

FISCAL IMPACT: Procurement cost is \$52,474.19.

FUNDING AVAILABLE: Included in FY2019/20 Budget Account No. 500.13496.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Berkheimer
Electric Utility Director

PREPARED BY: Tim Conn, Sr. Power Engineer

APPROVED: _____
Steve Schwabauer, City Manager

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE
BID FOR THE PURCHASE OF MEDIUM VOLTAGE CABLE
FROM THE OKONITE COMPANY, OF SAN RAMON

=====

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 January 22, 2020, at 11:00 a.m., for the purchase of medium voltage cable for the Lodi Electric Utility, pursuant to authority granted by the City Council on December 20, 2017; and

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

Supplier	Bid
The Okonite Company, San Ramon, CA	\$52,474.19
General Pacific, Fairview, OR	\$57,778.44
Anixter, Benicia, CA	\$60,620.00
American Wire Group, Miami, FL	\$66,303.13

WHEREAS, staff reviewed the bids and deemed that The Okonite Company is the lowest responsive bidder compliant with the approved specifications for the 1/0 EPR cable; and

WHEREAS, due to the high-speed manufacturing process of the cable and in accordance with the common industry practice, a +/-10 percent tolerance on the length of cable produced and shipped will be allowable at the cost per feet as specified in the bid.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of 25,000 feet of 1/0 EPR cable from The Okonite Company, of San Ramon, California, in the amount of \$52,474.19.

Dated: February 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 on February 5, 2020 by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing a Vehicle Replacement Purchase of an Animal Services Truck from Downtown Ford, Sacramento, utilizing State of California Contract No. 1-18-23-20A and Appropriate Funds (\$62,900)

MEETING DATE: February 5, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing a vehicle replacement purchase of an animal services truck from Downtown Ford, Sacramento, utilizing State of California Contract No. 1-18-23-20A and appropriate funds in the amount of \$62,900.02.

BACKGROUND INFORMATION: The Lodi Police Department's Animal Services division consists of three full time employees that are required to provide field response for the City of Lodi. Field response consists of: follow-up on citizen reports/complaints; gathering stray animals; enforcement of all animal control laws; investigation of animal abuse reports; transportation of injured, sick, or stray animals to receive veterinary care; filing of bite reports and quarantine of suspect animals; and daily patrol. The Animal Services team had 2,009 calls for service in 2018, not including patrol.

Between the three full time employees, the Animal Services division has two service vehicles. One of the vehicles is a 2002 Dodge Ram 2500 truck (05-50). Under the City's vehicle policy the replacement for this class of vehicle is 10 years/80,000 miles; the current vehicle is 18 years old and has 90,000 miles. The total repair and maintenance cost on this vehicle to date is \$43,818 and has an estimated auction value of \$1,000 to \$3,000. Considering these factors, it is recommended that a replacement vehicle be purchased.

The department is requesting approval for the purchase of a current model year Ford F-250 animal services truck from Downtown Ford, utilizing State of California Contract No. 1-18-23-20A for government vehicles, in the amount of \$60,134.34. An additional \$2,765.68 is needed for purchase and installation of a light bar and electronic equipment through Lehr Auto, for the total price of \$62,900.02

FISCAL IMPACT: The purchase price of \$62,900.02 funded with the Vehicle Replacement Fund.

FUNDING AVAILABLE: Vehicle Replacement Fund (40399100.77040)

APPROVED: _____
Stephen Schwabauer, City Manager

Andrew Keys
Deputy City Manager/Internal Services Director

Tod Patterson
Chief of Police



MEMORANDUM, City of Lodi

To: Fleet Supervisor
City Engineer/Deputy Public Works Director
Deputy City Manager/Internal Services Director
City Manager

From: Lt. Steve Nelson

Date: January 8, 2020

Subject: Disposition of Vehicle # 05-50

Please continue with the circulation of the attached disposition form as outlined below:

Initial/Date

- | | |
|---|---|
| _____/_____

_____/_____

_____/_____

_____/_____

_____/_____

_____/_____

_____/_____ | <ol style="list-style-type: none">1. Fleet Coordinator, please complete the subject memorandum, sign, date and send to the Fleet Supervisor for approval.2. Fleet Supervisor, please sign, date and send to the City Engineer/ Deputy Public Works Director.3. City Engineer/Deputy Public Works Director, please sign, date, and send to Deputy City Manager/Internal Services Director.4. Deputy City Manager/Internal Services Director, please sign and date, and send to City Manager.5. City Manager, please approve by signing and dating where indicated and send to Fleet Supervisor.6. Fleet and Facilities Supervisor, please attach, sign, and date Title and other DMV documents, initiate disposition, and maintain original on file.7. Fleet Coordinator, please have copies made for City Council and Risk Manager. |
|---|---|

LR/nl

cc: City Council
City Clerk
Supervising Budget Analyst, Susan Bjork
Risk Manager, Beverly Jensen
Public Works Fleet Services Adm. Clerk, Michelle Niemantsverdriet



CITY OF LODI

CITY MANAGER'S SPECIAL REQUEST

REQUEST TITLE: Purchase of Budgeted Replacement Vehicle

SUBMITTED BY: Police Chief / Police Fleet Supervisor

DATE: January 8, 2020

RECOMMENDED ACTION: That the City Manager authorize the purchase of one current model year Ford F-250 animal services truck from Downton Ford pursuant to State of California Contract 1-18-23-20A in the amount of \$60,134.34 and an additional \$2,765.68 for installation of emergency and electronic equipment through Lehr Auto, for the total price of \$62,900.02

BACKGROUND INFORMATION: This vehicle was budgeted for purchase during the 2019 / 2020 budget year to replace a 2002 Ram 2500 Animal Services vehicle.

The 2002 Dodge Ram (05-50) is 18 years old and has 90,000 miles. The replacement for this class of this vehicle is 10 years/80,000 miles. The total repair and maintenance cost on this vehicle to date are \$43,818.49 and has an estimated auction value of \$1,000 to \$3,000. Considering these factors, it is recommended that a replacement be purchased.

APPROVED FUNDING SOURCE: Vehicle Replacement Fund

Submitted by:

Steve Nelson Date
Police Lieutenant

Randy Laney Date
Fleet Supervisor

Deputy City Manager -
Approval of Funding Source:

Andrew Keys, Deputy City Manager Date

Account Number:

APPROVED: _____ DATE _____

Steve Schwabauer



MEMORANDUM FOR PURCHASE/DISPOSITION OF VEHICLE

To: Fleet Supervisor
Deputy City Manager/Internal Services Director
City Manager

From: Lt. Steve Nelson

Date: January 8, 2020

Subject: Request for Approval to Purchase Replacement of and Dispose of Surplus
Vehicle # 05-050

Approval is requested to purchase the replacement for, and complete the disposition of, the following vehicle:

Year 2002 Make Ram Model 2500 Body Type Animal Service Box

Current Assignment Dept. Police Bureau Support

City Vehicle No. 05-050 Lic. No. 1111090 VIN 3B6KC26ZX2M308217

Current Odometer or Hour Meter Reading 90,000 Miles/Hours

Replacement Guidelines for this Vehicle Service Years 10 Mileage/Hours 80,000

Additional Information Vehicle was a total loss as a result of an on duty collision

Cost of Repairs to Date \$ 41,174.92 Cost of Maintenance to Date \$ 2,643.57 Total Cost of Repairs and Maintenance to Date \$43,818.49

Estimated value (check one)

No value or junk <\$1,000 \$1,000-\$3,000 Other: \$ _____

Planned method of disposition (check one)

Intra-City Transfer to _____ Department, _____ Fleet
 Sealed Bid Off-site Auction Trade-in Dismantled, for Parts

(Wrecked vehicles estimated to have only junk value shall be removed from City property by the most economical means.)

Fund to be credited: Vehicle Replacement Fund

Approved: _____ Date: _____
Fleet Coordinator

Approved: _____ Date: _____
Fleet Supervisor

Approved: _____ Date: _____
Deputy City Manager/Internal Services Director

Approved: _____ Date: _____
City Manager

Attachments for signature: Title Vehicle/Vessel Transfer Form Release of Liability
 (Other) _____

Equip No 05-050 Descr PICKUP, 3/4 TON Shop 01 License 1111090 CA Type 4-A
 Equip Cl PU8G Manuf DODGE Serial 3B6KC26ZX2M308217 Color WHITE Assoc Eq
 Model RAM 2500 Yr 2002 Status Operator Radio No

	This Mth	Prv Mth 1	Prv Mth 2	This Qtr	Prv Qtr 1	Prv Qtr 2	Prv Qtr 3	Prv Qtr 4	Life
Meter 1 Miles	1520	882	649	1520	2055	0	1727	1722	38379
Fuel Gallons	21.5	110.5	80.3	21.5	266.9	266.9	175.5	381.7	4792.1
Fuel Cost	65.70	336.74	214.56	65.70	711.61	711.61	376.57	946.23	8813.60
MPG Meter 1	70.70	7.98	8.08	70.70	7.70	0.00	9.84	4.51	8.01
Oil Quarts	0	0	0	0	0	0	6	6	44
Oil Cost	0.00	0.00	0.00	0.00	0.00	0.00	7.80	7.80	55.44
Misc Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.90
Rep Lab Cost	338.60	0.00	0.00	338.60	0.00	0.00	67.21	35.97	1810.41
Rep Pts Cost	71.13	0.00	0.00	71.13	0.00	0.00	6.74	0.00	833.16
Rep Lab Hours	9.3	0.0	0.0	9.3	0.0	0.0	2.4	1.0	52.2
Rep Task Count	11	0	0	11	0	0	5	1	66
PM Lab Cost	75.76	0.00	0.00	75.76	0.00	0.00	42.01	0.00	463.84
PM Pts Cost	3.24	0.00	0.00	3.24	0.00	0.00	3.21	0.00	25.38
PM Lab Hours	2.1	0.0	0.0	2.1	0.0	0.0	1.5	0.0	14.3
PM Task Count	1	0	0	1	0	0	1	0	8
Deprec Cost	285.22	285.22	285.22	285.22	855.66	855.66	855.66	855.66	13690.56
Rental Rev	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lease Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Downtime Hours									
Shop	0.6	0.0	0.0	0.6	0.0	0.0	0.0	1.2	361.3
Dept	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Delay Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Warr Recovery	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

> 2,643.57
 > 489.22

Individual PM Program

Service	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Next Due Date	030507														
Last Due Date	082106														
Meter Last Start	38454														
Meter Override	6000														
Time Interval	MONTHS														
No of Time Units	6														

Current Mileage
 89,428.0

Total Repairs
 \$ 47,197.10

PM Costs
 EMS 489.22
 RTA 2,889.39
 PM Totals 3,378.61

Repair Costs
 EMS 2,643.57
 RTA 41,174.92
 Repair Totals 43,818.49

Equip No 05-050	Descr PICKUP, 3/4 TON	Shop 01	License 1111090 CA	Type 4-A
Equip Cl PUGG	Manuf DODGE	Serial 3B6KC26ZX2M308217	Color WHITE	Assoc Eq
	Model RAM 2500	Yr 2002	Status	Operator
				Radio No
Dept PD 02	Off Road N	Parking Loc	PM Notify Dept PD 02	
Company	Own/Lease O	Stored Loc		
Cost Ctr	Appr Code N			
Equipment Vendor 1144	Purchase Order No 4824	Date 04/01/02		
Authorization	Disposal Method	Buy Back		
Replacing NEW	Was Replaced By			
Warr Exp Date 09/24/05	Exp Miles (1) 36000	Warr Vendor		
	Exp (2)	Warr Deductible 0.00		
Fuel Card 0	Billing	Last Fuel Loc 01	Account Code 101011	
Monthly Cost 0.00	Asset No	Revenue Account 2331201.7851 440E	Retired Sold for 0	
Insurance Cost 0.00				
Replacement Cost 0.00				
License Cost 0.00				
Monthly Rent 0.00	Lease Expir	Est Repl Mo 09	Yr 2012	Repl Code
Cost: Orig 34226	Delivery 08/20/02	PM: Next Sched Date 12/31/99	Depreciation	
Repl 0	In Serv 09/24/02	Next Sched Serv 00	Method SL	
	Reg Exp	Last Sched Date	Life Mos 120	Shop Priority
		Last Sched Serv 00	Mos Rem 74	Shop Status
	Meter 1	Meter 2	Salvage 0	No Open Orders 0
Total Miles 38379			Declining Balance 34226.00	
Currt Meter 38454			Fuel Type UNL	
Deliv Meter 75			Oil Type	
Latest Read 09/11/06			Tire Type	
Source OPEN ORDER		Pref Shift 1	Current Month Usage Tickets NO	
		Program Type INDIVIDUAL		

Comments REPL 10 YRS OR 85,000

Exclude from: Cost Reports N Exception Reports N Inventory Lists N

Inspection Data:

Inspection Month 09
Next Statutory Inspection 09/2009 Interval 24 Months

Additional Inspection Data:

Srv Last Sched Last Perf Next Sched Interval Last Work Order

- Type 1
- Type 2
- Type 3



CITY OF LODI, CA
VEHICLE REPAIR HISTORY REPORT

FACILITY: 00001

DATE: 12/17/2019
TIME: 9:47 am
ID: 1-32/RRV
PAGE: 1

STARTING VMRS CODE: 000-000-000
ENDING VMRS CODE: 999-999-999

DATE : First
DATE : Last

VEHICLE: 05-050
VEHICLE: 05-050

METER: Standard Meter		SUBTOTALS OF VMRS CODES FOR FACILITY >00001					PERIOD : CURRENT	
VMRS CODE	QUANTITY	LABOR HRS	LABOR COST	PARTS COST	TOTAL COST	PERCENT	TOT COST /METER	
001	HEAT & AIR CONDITIONING	14	32.79	3,033.57	1,268.05	4,301.62	9.76%	18.07403
002	BODY AND GLASS	9	11.02	2,617.33	2,961.89	5,579.22	12.66%	23.44210
003	ELEC, INSTRM, LIGHT & CHASSIS	13	3.93	338.75	140.68	479.43	1.09%	2.01441
004	BATTERY, CHRG & STARTING	35	32.08	3,018.82	1,441.64	4,460.46	10.12%	18.74143
005	COOLING	12	13.29	1,088.63	328.92	1,417.55	3.22%	5.95609
006	FUEL	12	16.66	1,409.67	1,117.78	2,527.45	5.74%	10.61954
007	TRANS(MAIN/AUX) PTO/CLUTC	9	27.30	2,396.21	1,413.77	3,809.98	8.65%	16.00832
008	EMISSION CONTROL	23	24.64	2,306.51	975.79	3,282.30	7.45%	13.79118
009	EXHAUST	1	0.00	0.00	0.00	0.00	0.00%	0.00000
010	ENGINE	3	0.50	33.25	23.53	56.78	0.13%	0.23857
011	TIRES AND WHEELS	12	20.20	1,362.45	1,200.96	2,563.41	5.82%	10.77063
012	DRIVE TRAIN	7	12.80	1,808.89	969.48	2,778.37	6.31%	11.67382
013	BRAKES	16	16.19	1,256.88	873.35	2,130.23	4.83%	8.95055
014	SPECIAL EQUIPMENT	9	15.49	1,453.75	235.34	1,689.09	3.83%	7.09702
015	STEERING AND SUSPENSION	5	4.02	326.88	299.20	626.08	1.42%	2.63059
019	MISCELLANEOUS	39	57.39	5,068.81	338.22	5,407.03	12.27%	22.71861
020	FILTERS	4	0.00	0.00	65.92	65.92	0.15%	0.27697
066	PREVENTATIVE MAINTENANCE	16	30.77	2,642.93	246.46	2,889.39	6.56%	12.14029
Total		239	319.07	30,163.33	13,900.98	44,064.31	100%	185.14416

PM Total \$2,889.39

Repair Total \$41,174.92

Current Mileage : 89,428.0

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95811
 916-442-6931 fax 916-491-3138

QUOTE# LODIAS1250

QUOTATION

Customer

Name OFFICER STEVE NELSON - CITY OF LODI
 Address _____
 City _____ CA _____
 Phone snelson@lodi.gov

Date 12/12/2019
 REP WIL
 Phone 916.442.6931
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	NEW FORD F250 SUPERCAB PICKUP 4X2 X2A STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 20 SALES TAX 8.25%	\$23,932.00	\$23,932.00
OPTIONS	WHITE IN COLOR		
1	UPPERFITTER SWITCHES 266S	\$299.00	\$299.00
1	DAYTIME RUNNING LIGHTS 0942	\$45.00	\$45.00
1	POWER GROUP 290L	\$926.00	\$926.00
1	REAR VIEW CAMERA KIT / SERVICE BODY 2671	\$535.00	\$535.00
1	RUNNING BOARDS 266S	\$299.00	\$299.00
1	LED SPOT LAMP / DRIVER SIDE ULTRA	\$795.00	\$795.00
1	ANIMAL SERVICE BOX 18941	\$28,358.00	\$28,358.00
1	DMV DOC FEE	\$85.00	\$85.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00
1			\$0.00

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

Subtotal	\$55,274.00
Delivery	\$299.00
SALES TAX	\$4,553.09
CA Tire Tax	\$8.25
TOTAL	\$60,134.34

Office Use Only

\$500 DISCOUNT IF PAID WITHIN 20DAYS OF DELIVERY



4707 Northgate Blvd Sacramento, CA 95834
 Phone: 916-646-6626 Fax: 916-646-6656

Sales Quote

Page: 1

Quote Number: 21426
 Document Date: 1/2/2020
 Terms: Net 30
 Payment Method:

Sell Lodi Police Department
 To: Jjannelle Baker
 215 W Elm Street
 Lodi, CA 95241
 Phone: 209-333-6722

Ship Lodi Police Department
 To: Lt. Nelson
 215 W. Elm St
 Lodi, CA 95240
 Phone: 209-333-6722

Ship Via
 Location: Lehr - Sacramento
 Blanket PO:

Customer ID 50888
 SalesPerson Steve Adair

Vehicle Information:

2020 F250

Item No.	Description	Category	Quantity	Unit Price	Total Price
	Roof Equipment				
JY2AAAA	56" JUSTICE LIGHTBAR, WC, ALL AMBER, TA, TD, AL	WHELENLB	1	1,095.00	1,095.00
STPKT94	STRAP KIT	WHELEN	1		
TAM83	TRAFFIC ADVISOR 8 LAMP TIR3 SUPER LED mounted on the back of the utility box	WHELEN	1	627.20	627.20
DBKT4	"L" ANGLE MTG BKT KIT	WHELEN	1	16.80	16.80
5028B	FUSE BLOCK 6 ATO OR ATC FUSES	BLUE SEA	1	28.82	28.82
INSTALL	INSTALL MATERIALS	OTHER	1	85.00	85.00
L	LABOR CHARGES	LABOR	8	95.00	760.00

Amount Subject to Sales Tax 1852.82
 Amount Exempt from Sales Tax 760.00

Subtotal: \$2,612.82
 Total Sales Tax: \$152.86
Total: \$2,765.68

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
PURCHASE OF A NEW ANIMAL SERVICES VEHICLE,
UTILIZING STATE OF CALIFORNIA CONTRACT
NO. 1-18-23-20A; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the Lodi Police Department’s Animal Services division consists of three full-time employees that are required to provide field response for the City of Lodi; and

WHEREAS, the Animal Services team handled 2,009 service calls in 2018, not including proactive patrol; and

WHEREAS, the current vehicle is a 2002 Dodge Ram 2500 truck (05-50), with more than 90,000 miles and \$43,818 in maintenance to date; and

WHEREAS, the department is requesting authority to purchase a current model year Ford F-250 animal services truck from Downtown Ford, utilizing State of California Contract No. 1-18-23-20A for government vehicles, in the amount of \$60,134.34, and emergency equipment installed by Lehr, for an additional amount of \$2,765.68.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the replacement of the 2002 Dodge Ram 2500 truck (05-50), with a current model year Ford F-250 animal services truck from Downtown Ford, utilizing State of California Contract No. 1-18-23-20A for government vehicles, in the amount of \$60,134.34, and emergency equipment installed by Lehr, in the amount of \$2,765.68; and

BE IT FURTHER RESOLVED that funds in the amount of \$62,900.02 be appropriated for the vehicle purchase as follows:

Vehicle Replacement Fund \$62,900.02 (40399100.77040 - Expense)

Date: February 5, 2020

=====

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

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

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Change Orders to Water Meter Program Phase 8 (\$270,000), Providing Water Service to Henderson School (13451 North Extension Road), Authorizing City Manager to Execute All Documents Related to the Water Service and Reimbursement, and Appropriating Funds (\$270,000)

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute change orders to Water Meter Program Phase 8, in the amount of \$270,000, providing water service to Henderson School (13451 North Extension Road), authorizing City Manager to execute all documents related to the water service and reimbursement, and appropriating funds in the amount of \$270,000.

BACKGROUND INFORMATION: In 2018, Lodi Unified School District (LUSD) ceased operation of the water well located at Henderson School because concentrations of 1,2,3-trichloropropane (1,2,3-TCP) exceeded the State's maximum contaminant level (MCL). Henderson School is located at 13451 North Extension Road (on Harney Lane, approximately 1,200 feet west of Lower Sacramento Road), in San Joaquin County. At that time, LUSD started trucking in potable water to onsite tanks in order to serve the school property and began searching for an alternate water supply.

In 2019, the City was approached by LUSD to discuss extending the City's water system to serve Henderson School. Staff determined this approach feasible, and agreed to recommend installing approximately 1,200 feet of 10-inch water main in Harney Lane from its existing location at Lower Sacramento Road to Henderson School (Exhibit A). Approximately half of the new water line would be located outside of the City Limits. LUSD has received the appropriate approvals from County and Local Agency Formation Commission (LAFCO).

City staff prepared improvement plans and requested a proposal from DSS Company dba Knife River Construction to construct the water line as part of the Water Meter Program Phase 8 contract, awarded by Council action on August 21, 2019. The proposal to perform the construction work is the \$213,410. Staff estimates the total cost to construct the pipeline, including City staff time and other incidentals is \$265,303.

LUSD received Board approval for the project and associated costs on January 14, 2020. The City will authorize the work to proceed upon execution of a reimbursement agreement by LUSD.

Staff recommends authorizing City Manager to execute change orders to Water Meter Program Phase 8, in the amount of \$270,000, providing water service to Henderson School (13451 North Extension Road), authorizing City Manager to execute all documents related to the water service and reimbursement, and appropriating funds in the amount of \$270,000.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: While there will be a minor long-term increase in water facility and distribution costs, these costs will be covered by the school's water meter charge. All construction related costs will be reimbursed to the City by LUSD. This project will not impact the City's General Fund.

FUNDING AVAILABLE:

Reimbursement by Lodi Unified School District: Water Capital Revenue Fund (56100000.55020):	\$265,303
Requesting Appropriation: Water Capital Fund (56199000.77020):	\$270,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc
Attachment

cc: Utility Manager
Construction Manager

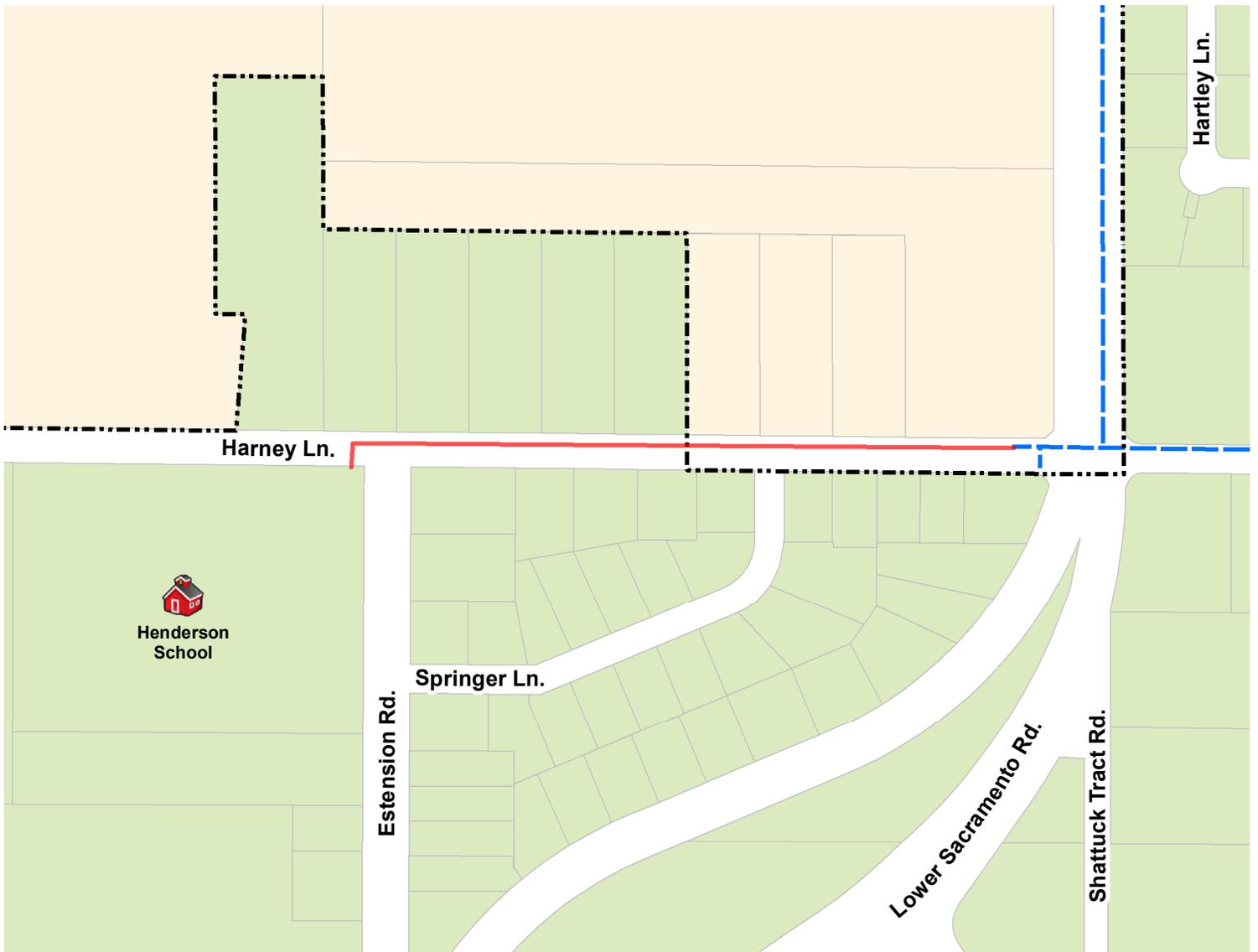
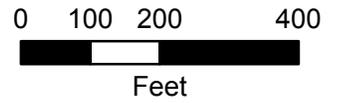


EXHIBIT A

Henderson School Water Extension

Legend

- Proposed Water Extension
- - - Existing Water Mains
- - - City Limits
- City Parcels
- County Parcels



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS TO WATER METER PROGRAM PHASE 8, PROVIDING WATER SERVICE TO HENDERSON SCHOOL (13451 NORTH EXTENSION ROAD); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE WATER SERVICE AND REIMBURSEMENT; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in 2018, Lodi Unified School District (LUSD) ceased operation of the water well located at Henderson School because concentrations of 1,2,3-trichloropropane (1,2,3-TCP) exceeded the State's maximum contaminant level (MCL); and

WHEREAS, Henderson School is located at 13451 North Extension Road (on Harney Lane, approximately 1,200 feet west of Lower Sacramento Road), in San Joaquin County; and

WHEREAS, in 2019, the City was approached by LUSD to discuss extending the City's water system to serve Henderson School and staff agreed to recommend installing approximately 1,200 feet of 10-inch water main in Harney Lane from its existing location at Lower Sacramento Road to Henderson School, with approximately half of the new water line located outside of the City limits; and

WHEREAS, staff estimates the total cost to construct the pipeline, including City staff time and other incidentals is \$265,303; and

WHEREAS, LUSD received Board approval for the project and associated costs on January 14, 2020, and the City will authorize the work to proceed upon execution of a reimbursement agreement by LUSD; and

WHEREAS, staff recommends authorizing the City Manager to execute change orders to Water Meter Program Phase 8, in the amount of \$270,000; and

WHEREAS, staff also recommends providing water service to Henderson School (13451 North Extension Road); and

WHEREAS, staff also recommends authorizing the City Manager to execute all documents related to the water service and reimbursement; and

WHEREAS, staff further recommends that the City Council appropriate funds in the amount of \$270,000 (56199000.77020) and recognize the reimbursement from LUSD in the amount of \$265,303 to Water Capital Revenue Fund (5610000.55020) for Fiscal Year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders to Water Meter Program Phase 8, in the amount of \$270,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize providing water service to Henderson School (13451 North Extension Road); and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute all documents related to the water service and reimbursement; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation of funds in the amount of \$270,000 and recognize the reimbursement in the amount of \$265,303, as set forth above; 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: February 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 February 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accepting Improvements Under Contract for Lockeford Street Improvement Project and Adopt Resolution Amending Traffic Resolution No. 97-148, by Removing Multi-Way Stop Control at Lockeford Street and Stockton Street

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Lockeford Street Improvement Project and adopt resolution amending Traffic Resolution No. 97-148, by removing multi-way stop control at Lockeford Street and Stockton Street.

BACKGROUND INFORMATION: This project consisted of reconstructing East Lockeford Street from the Union Pacific Railroad (UPRR) tracks to Cherokee Lane. The project provided for bike lanes, a two-way left turn lane, a traffic signal at Stockton Street (replacing a four-way stop), sidewalk along both sides of the street, and improved lighting. The project also removed the railroad crossing "humps" in Stockton Street and Washington Street, replaced the 70-year old water main in Lockeford Street, and replaced the lighted crosswalk at Calaveras with a rectangular rapid flashing beacon (to be consistent with our other installations).

The contract was awarded to George Reed, Inc., of Modesto, in the amount of \$2,831,439. All work was completed in substantial conformance with the plans and specifications approved by City Council and prior to the contract completion date. The final contract amount was \$2,993,469. The difference between the contract amount and the final amount was primarily due to unknown utilities encountered during construction, a City change in pedestrian crossing equipment, accommodating special City requests related to the Grape Festival, and minor increases in actual quantities installed. Before and after photos are shown in Exhibit A.

Change Order No. 1 (\$35,368.29) included additional costs associated with modifications to five storm drains and three wastewater manholes, new signal conduit at Cherokee Lane, and miscellaneous traffic control and irrigation modifications.

Change Order No. 2 (\$30,444.01) included additional, City requested, grading work, temporary street lighting and striping to prepare for Grape Festival opening, and changes to the pedestrian crossing lighting system.

Change Order No. 3 (\$49,374.61) included City authorized contractor overtime to expedite work to accommodate the Grape Festival opening and modifications to certain unknown underground utilities conditions.

The remaining cost difference of \$46,843 results from bid unit quantity adjustments identified during construction.

APPROVED: _____
Stephen Schwabauer, City Manager

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.

Staff recommends amending Traffic Resolution No. 97-148, by removing multi-way stop control at Lockeford Street and Stockton Street.

FISCAL IMPACT: There will be a slight increase in long-term maintenance associated with the traffic signal and street lights, and a short-term decrease in street and water maintenance costs.

FUNDING AVAILABLE: This project was funded by an Regional Surface Transportation Program Grant, Congestion Mitigation and Air Quality Grant, Gas Tax, Storm Fund and Water Fund.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc
Attachment

Exhibit A

Before



After



Before



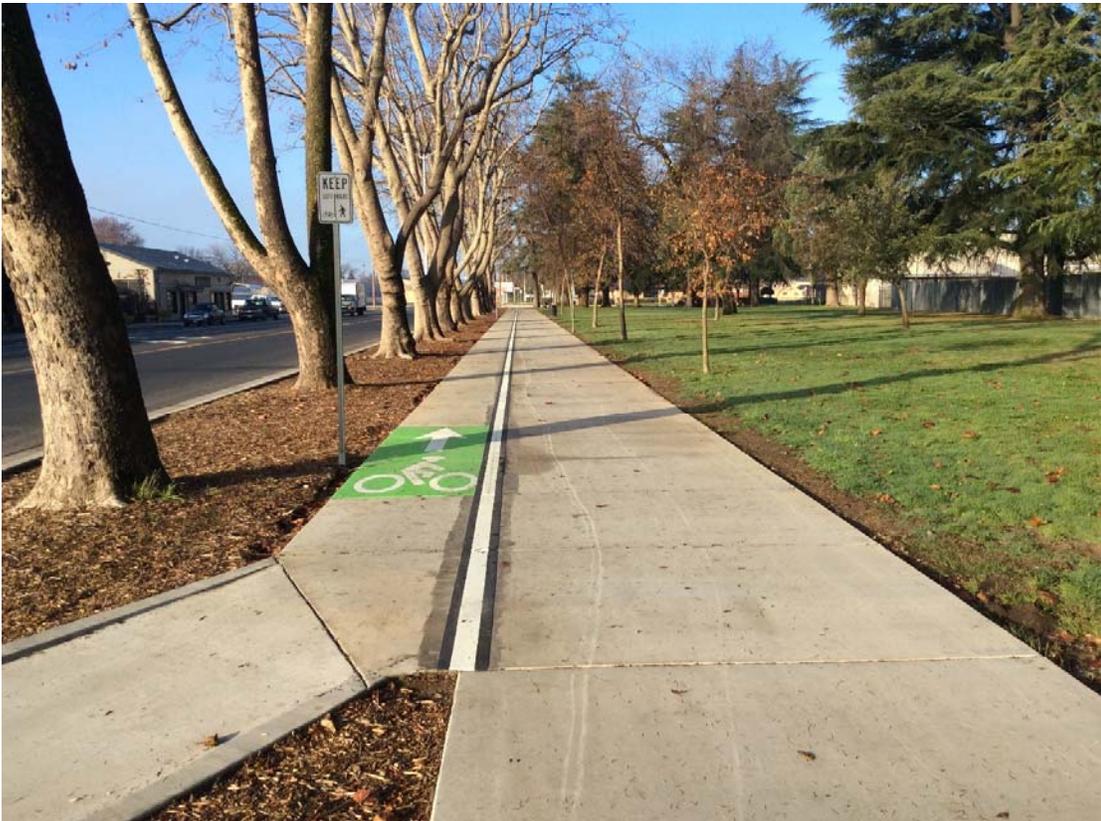
After



Before



After



RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING TRAFFIC RESOLUTION NO. 97-148 BY
REMOVING MULTI-WAY STOP CONTROL AT
LOCKEFORD STREET AND STOCKTON STREET

=====

WHEREAS, the Lockeford Street Improvement Project provided for bike lanes, a two-way left-turn lane, a traffic signal at Stockton Street (replacing a four-way stop), sidewalk along both sides of the street, and improved lighting; and

WHEREAS, staff recommends amending Traffic Resolution No. 97-148 by removing multi-way stop control at Lockeford Street and Stockton Street.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148 by removing multi-way stop control at Lockeford Street and Stockton Street.

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

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

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for Interior Improvements at Carnegie Forum (\$67,482), and Appropriating Funds (\$47,482)

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$67,482, and appropriating funds in the amount of \$47,482.

BACKGROUND INFORMATION: In 1988, the contract was awarded for the Carnegie Library remodel (Carnegie Forum). This project included the application of wallpaper in certain interior areas, which are still the current wall treatments. This wallpaper is aging and in need of significant repair. While there have been several attempts made by facilities staff to fix the wallpaper, at this point the 32 year old wallpaper is beyond simple repairs and should be removed. This project would include the removal of wallpaper and retexturing and painting of the walls.

Over the last year, staff has found it difficult to obtain companies willing to provide quotes for this project. Seven local companies were contacted and staff ultimately received two written quotes for this work, with Schatz Construction & Restoration submitting the lowest quote. Of the other five companies contacted, three declined to give a quote and two gave no response.

Staff is requesting to transfer funds in the amount of \$20,000 from the Carnegie Basement Project (GFCP-20002.Contracts) to the Interior Improvements at Carnegie Forum Project (GFCP-20009.Contracts), for a total requested allocation of \$67,482.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$67,482, and appropriating funds in the amount of \$47,482.

FISCAL IMPACT: This project will reduce maintenance costs and Facilities staff time of the aged wallpaper. The Fiscal Year 2019/20 budget includes \$20,000 for the Carnegie Basement Water Proofing, which was actually completed in Fiscal Year 2018/19, utilizing Facilities Operating budget. Staff recommends reallocating this \$20,000 to this project.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE:	Appropriation Request:	
	General Fund Capital (GFCP-20002.Contracts):	\$47,482
	Reallocate from Carnegie Basement Water Proofing project (GFCP-20009.Contracts):	<u>\$20,000</u>
	Total:	\$67,482

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

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

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

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

Section 1.2 Purpose

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

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

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

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

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

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

Definitions:

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

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

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

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

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

Claim Resolution Process:

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

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

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

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

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

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

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

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

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

Section 3.7 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

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

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

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

SCHATZ CONSTRUCTION & RESTORATION,
a California corporation

By: _____


By: _____
Name:
Title:

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

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

Doc ID:

CA:Rev.02.2017

Schatz Construction & Restoration

Estimate

Reference #43081
November 12, 2019

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

Client

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

Carnegie Forum

305 West Pine Street, Lodi 95240, CA United States

Interior Paint, Drywall, Wall paper removal

Estimate Overview

Scope of Work

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

Subtotal
\$67,482.00

Tax
\$0.00

Grand Total
\$67,482.00

Schatz Construction & Restoration

Estimate Details

C1. Drywall Work

1. Preparation

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

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

Notes

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

2. Taping & Finish

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

Notes

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

C2. Interior Painting

1. Interior Preparation

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

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

Notes

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

Schatz Construction & Restoration

2. Interior Painting

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

Notes

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

C3. Scaffolding

1. Name your 1st item

1. 1 Scaffolding erection.

Notes

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

Schatz Construction & Restoration

Project Duration

51 to 74 working days is the estimated project duration with some reasonable conditions. Some of the reasonable conditions include material supply, 3rd party installation delays, weather delays, neighbor complaints, construction document discrepancy or change of work scopes.

Payment Schedule

Payment #	Description	Amount
#1	Payment	\$1,000.00
#2	Payment due upon completion of wallpaper removal and wall primer	\$29,867.00
#3	Payment due upon completion of Painting	\$29,867.00
#4	Payment due upon completion of site clean up and walk through.	\$6,748.00

Exclusions

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

General Terms



EXHIBIT C

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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
 - (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer
- NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
 - (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH SCHATZ CONSTRUCTION &
RESTORATION, OF LODI, FOR INTERIOR IMPROVEMENTS AT
CARNEGIE FORUM; AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in 1988, the contract was awarded for the Carnegie Library remodel (Carnegie Forum) and included the application of wallpaper in certain interior areas, which are still the current wall treatments; and

WHEREAS, the wallpaper is aging and in need of significant repair; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Schatz Construction & Restoration, of Lodi, for interior improvements at Carnegie Forum, in the amount of \$67,482; and

WHEREAS, staff recommends transferring funds in the amount of \$20,000 from the Carnegie Forum Basement Project (GFCP-20002.Contracts) to the Interior Improvements at Carnegie Forum Project (GFCP-0009.Contracts); and

WHEREAS, staff also recommends the City Council appropriate funds in the amount of \$47,482 from the fund balance of General Fund Capital (43199000.77020) for Fiscal Year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Schatz Construction & Restoration, of Lodi, California, for interior improvements at Carnegie Forum, in the amount of \$67,482; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby transfer funds in the amount of \$20,000 from the Carnegie Forum Basement Project (GFCP-20002.Contracts) to the Interior Improvements at Carnegie Forum Project (GFCP-20009.Contracts); and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation of funds for interior improvements at Carnegie Forum, in the amount of \$47,482, as set forth above; 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: February 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 February 5, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Central Plume Source Area Closure Report and On-Call Citywide Plume Management Services (\$43,000), and Appropriating Funds (\$43,000)

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Central Plume Source Area Closure Report and on-call Citywide plume management services, in the amount of \$43,000, and appropriating funds in the amount of \$43,000.

BACKGROUND INFORMATION: Historical practices have resulted in the contamination of groundwater by tetrachloroethylene (PCE) and trichloroethylene (TCE) producing four identified groundwater contaminant plumes (Northern, Southern, Central and Western) within the City of Lodi. Efforts to remove PCE and related contaminants from the Central Plume Source Area (CPSA), have been ongoing since 2003, utilizing both soil vapor extraction (SVE) and groundwater extraction (GWE) systems. To date, the operation of the current SVE/GWE treatment systems has resulted in the removal of slightly under 20,000 pounds of PCE since operation began.

The City, with the assistance of Civil Hydro Tech, LLC, has been working closely on cleanup activities for the CPSA with the Central Valley Regional Water Quality Control Board (CVRWQCB). Council approved a Professional Services Agreement with Civil Hydro Tech, LLC, on April 17, 2019, in the amount of \$141,700. The original scope of work includes providing sampling, monitoring and reporting specific to achieving regulatory closure of the SVE/GWE system with the ultimate goal of system shutdown and removal; assisting the City with management of the remaining groundwater plumes; and providing the City with guidance related to the Sustainable Groundwater Management Act (SGMA).

On August 21, 2019 Council approved Amendment No. 1, in the amount of \$116,209, which consisted of performing semi-annual groundwater monitoring and sampling of the City's 72 groundwater monitoring wells over a two-year period, preparing required reports for submittal to CVRWQCB, and out-of-scope contingency services related to the proposed sampling and analysis program (such as any needed well maintenance, repairs, permits, etc.). This work was previously performed by another consultant at a substantially higher annual cost.

On September 26, 2019, staff met with CVRWQCB to present and discuss recent results of sampling conducted within the CPSA. Based on this discussion, CVRWQCB requested the City submit a comprehensive report detailing remedial and investigative actions to date and a proposed approach for dealing with the remnant PCE in soil beneath the CPSA to be included with the Request for Closure of

APPROVED: _____
Stephen Schwabauer, City Manager

the SVE/GWE system. The Request for Closure Report will include a site remedial history, figures and tables representing the reduction in PCE over the life of the SVE system and an outline of steps required for the removal. In addition to the Request for Closure Report, additional funding is being requested for on-call, Citywide plume management services. Funds associated with this specific task have been exhausted to complete additional indoor air and soil vapor monitoring of the CPSA, at the request of CVRWQCB. The current agreement amount is \$257,909. Amendment No. 2, if approved, would add \$43,000 to the total agreement amount, for a total not-to-exceed agreement amount of \$300,909.

Staff recommends authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Central Plume Source Area Closure Report and on-call Citywide plume management services, in the amount of \$43,000, and appropriating funds in the amount of \$43,000.

FISCAL IMPACT: The Request for Closure Report is a requirement of CVRWQCB for closure of the SVE/GWE system. Closure of the SVE/GWE system will significantly reduce the annual operating expenses. This work does not impact the General Fund.

FUNDING AVAILABLE: Appropriation Request:

Central Plume Fund (59099000.77020):	\$ 18,000
PCE/TCE Rates (56599000.77020):	\$ 25,000
TOTAL:	\$ 43,000

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Richle, Utilities Superintendent
CES/AR/tw
Attachment

AMENDMENT NO. 2

CIVIL HYDRO TECH, LLC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT, made and entered this ____ day of February, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CIVIL HYDRO TECH, LLC., a California limited liability corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Professional Services Agreement on May 6, 2019 and Amendment No. 1 on September 18, 2019, attached hereto as Exhibit 1 and 1A, and made a part hereof; and
2. WHEREAS, CITY requested to increase the fees by \$43,000, for a total not to exceed amount of \$300,909, and amend the existing scope of services to include request for closure reporting of the SVR/GWE system, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CONTRACTOR agrees to said amendment; and

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

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

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

CIVIL HYDRO TECH, LLC., a California limited liability company
Hereinabove called "CONTRACTOR"

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____
VARINDER OBEROI
Principal Hydrologist

Attest:

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on April 6, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CIVIL HYDRO TECH, LLC., a California limited liability company (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 PCE/TCE groundwater program and plume management (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 May 1, 2019 and terminates upon the completion of the Scope of Services or on April 31, 2022, 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 two (2) one (1)-year extensions; 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 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

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

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

Definitions:

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

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.
- (B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

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

Claim Resolution Process:

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

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

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

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within

60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

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

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

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

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

Section 3.7 Auditing

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

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

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3008
Lodi, CA 95241-1910
Attn: Andrew Richie

To CONTRACTOR: Civil Hydro Tech, LLC.
581 Montego Terrace
Sunnyvale, CA 94089
Attn: Varinder Oberoi

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:


JENNIFER M. FERRAIOLO
City Clerk


STEPHEN SCHWABAUER
City Manager

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

CIVIL HYDRO TECH, LLC., a California limited liability company

By: 

By: 
Name: VANDRO OBERO
Title: Principal Hydrologist

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

Funding Source: CP (5909000.77020); WP (5949000.77020); SP (5919000.77020); NP (5939000.77020)
(Business Unit & Account No.)

Doc ID: R:\GROUP\ADMIN\Council\2019\04172019\CivilHydro\PSA.doc

CA Rev. 02.2017

CIVIL HYDRO TECH
Civil / Environmental / Water Resource

March 17, 2019

SENT VIA: EMAIL

Mr. Charlie Swimley
Public Works Director
City of Lodi
221 West Pine Street
Lodi CA 95240

**SUBJECT: Proposal for Groundwater Program and Plume Management
City of Lodi, California**

Dear Mr. Swimley:

Per your request, Civil Hydro Tech (CHT) has prepared the following proposed scope of work and estimated costs for the City of Lodi's (City) groundwater program and plume management activities. The proposed scope of work is based on suggestions provided by the Regional Water Quality Control Board, Central Valley Region (Water Board) during our meeting on January 15, 2019, and consists of tasks related to the on-going efforts to obtain closure of the Central Plume Source Area (CPSA) soil vapor extraction (SVE) system, management of the City groundwater plumes, and the implementation of the Sustainable Groundwater Management Act (SGMA) activities associated with the City groundwater sustainability agency (GSA). The proposed scope of work will include performing and managing the following tasks –

1. Providing consulting services for on-going efforts to move the CPSA SVE system to closure, including feasibility evaluation of different alternatives other than those being currently applied;
2. Evaluation of the indoor air quality at businesses and residences within the LCP area;
3. Evaluation of a potential source for the Lodi Southern Plume (LSP);
4. Providing on-going and future consulting services to the City GSA related to the implementation of the SGMA activities; and,
5. Providing environmental consulting services to the City on the several groundwater contamination plumes that are currently in monitoring and cleanup phases, including meetings with the Water Board and the City.

A detailed description of each of the proposed scope of work is provided below.

Task 5a – Installation of Passive Soil Gas (PSG) Samplers in the CPSA

As part of the City's on-going efforts to obtain closure of the CPSA SVE system, CHT recently completed rebound sampling of all SVE wells in accordance with the proposed recommendations from the January 20, 2019 *Results of Revised Soil Vapor Extraction System Sampling Protocol* letter to the Water Board. The rebound sampling protocol was approved by the Water Board in a letter to Andrew Richle with the City, dated February 12, 2019. Results of the rebound sampling event will be used by CHT to perform the following activities:

- Identify the locations for installing passive soil gas (PSG) samplers
- Install a total of 12 PSG samplers, like Waterloo Membrane Sampler™ (WMS™) or Beacon BeSure Sample Collection Kits™, in those locations to collect passive soil gas samples and analyze these samples to delineate the surficial extent of the remnant tetrachloroethene (PCE) concentrations in soil; and,
- Prepare a letter report summarizing the results of the soil gas data and submit it to the City for review and comments. CHT will then incorporate the comments of the City and submit the finalized letter report to the Water Board.

Task 5a Deliverables: Meeting with the City and letter report to the Water Board documenting the results

Task 5b – Indoor Air Sampling

The Water Board, in its January 15, 2019 meeting with the City, recommended that the City should perform indoor and ambient air sampling as part of requirements for obtaining closure for the CPSA SVE system. The Water Board also recommended that the indoor air samples should be collected at adjacent business and residential locations that were previously sampled in the 2004 indoor air sampling event performed by *Treadwell & Rollo*. CHT proposes to perform the following activities under Task 5c –

- Prepare a work plan for sampling and analysis of indoor and ambient air in adjacent businesses and residences, and submit it to the Water Board for approval;
- Collect up to 30 samples of indoor and ambient air (either 8-hour or 24-hour time-integrated samples) at the proposed locations, and submit them for laboratory analyses; and,
- Prepare a letter report summarizing the results of the indoor air sampling event and submit it to the City for review and comments. CHT will then incorporate the comments of the City and submit the finalized report to the Water Board.

Task 5b Deliverables: One round of sampling, meeting with the City, letter report to the Water Board documenting the results

Task 5c – Evaluation of Alternatives for CPSA SVE System Closure

Following completion of Tasks 5a and 5b, CHT proposes to evaluate alternatives such as installation of a passive soil vapor extraction system, installing additional shallow SVE wells, and targeted soil excavation in the areas that exhibit remnants of PCE in soil. As part of this Task, CHT will perform the following activities:

- A feasibility-level cost evaluation of alternatives for soil remediation in the CPSA;
- Prepare a Technical Memorandum summarizing our evaluation and recommendations for the selected alternative;
- Meet with the City to discuss our recommendation for the selected alternative; and,
- Prepare a letter report to the Water Board to recommend our selected alternative to obtain closure of the LCP SVE system.

We have assumed that the City would provide one round of comments on the draft report and that the final letter report will be submitted to the Water Board on the City's behalf.

Task 5c Deliverables: Meeting with the City to discuss the recommended alternative and letter report to the Water Board.

Task 5d – Evaluate Potential Source in the Lodi Southern Plume using PSG Samplers

Groundwater monitoring data collected from the Lodi Southern Plume (LSP) monitoring wells indicates an increasing trend in PCE concentrations in shallow wells OS-2U, SA-6, and SA-10. The Water Board suggested at the January 15, 2019 meeting that the City should evaluate the presence of a potential source in the LSP that has resulted in an increase in the PCE concentrations in some of the shallow wells. As part of this Task, CHT will perform the following activities:

- Review data from previous investigations to identify potential source areas;
- Install a total of 12 PSG samplers, in soil like Waterloo Membrane Sampler™ (WMS™) or Beacon BeSure Sample Collection Kits™, to collect passive soil gas samples that will identify the surficial extent of the PCE concentrations in soil, and analyze these samples; and,
- Prepare a letter report summarizing the results of the soil gas data and submit it to the City for review and comments. CHT will then incorporate the comments of the City and submit the finalized report to the Water Board.

Task 5d Deliverables: One round of sampling, meeting with the City, letter report to the Water Board documenting the results

Task 5e – Provide On-call SGMA Consulting Services

The City has formed a groundwater sustainability agency (GSA) that would allow it to develop strategies to manage their own groundwater, including gathering groundwater data, monitoring water usage, regulating wells, and imposing water usage fines, among other duties related to the implementation of the Sustainable Groundwater Management Act (SGMA). The City GSA is part of the public entity known as Eastern San Joaquin Groundwater Authority (Authority) that will coordinate the various GSAs' management of the San Joaquin Valley Groundwater Basin, Eastern San Joaquin Sub-basin, California Department of Water Resources Basin No. 5-22.01, as part of SGMA.

As part of this Task, CHT will continue to provide consulting services to the City to address issues pertaining to the implementation of SGMA, including providing input to the City regarding review of SGMA related requests from the Authority, review and comment on SGMA documents including the basin-wide groundwater model and the proposed Groundwater Sustainability Plan (GSP), and attendance at the meetings as the City's representative. This Task will provide a mechanism for CHT to continue on-going and future support to the City for SGMA related activities.

Task 5f – Provide On-call Environmental Consulting Services for City-Wide Plume Management

As part of this Task, CHT will continue to provide environmental consulting services to the City for the several groundwater contamination plumes that are currently in monitoring and cleanup phases, and to address issues that continue to arise and are not currently covered by active Task Orders. We are being asked by the City staff to provide input to the City and to the various environmental contractors on their work, and this Task will provide a mechanism for us to continue this support.

ESTIMATED FEE

CHT proposes to perform the work on a time-and-expense basis in accordance with the terms of our City of Lodi Professional Services Agreement. We will not exceed our estimated fee of \$141,700 without your prior written authorization. A summary of estimated cost by Tasks is provided in Table 1 below.

Task	Description	Estimated Fee
5a	Installation of Passive Soil Gas (PSG) Samplers in the CPSA	\$ 19,500
5b	Indoor Air Sampling	\$ 23,900
5c	Evaluation of Alternatives for CPSA SVE System Closure	\$ 25,000
5d	Evaluate Potential Source in the Lodi Southern Plume using PSG Samplers	\$ 23,300
5e	Provide On-call SGMA Consulting Services	\$ 25,000
5f	Provide On-call Environmental Consulting Services for City-Wide Plume Management	\$ 25,000
	TOTAL	\$ 141,700

SCHEDULE

Work will commence immediately upon receipt of Notice to Proceed. We anticipate completing the proposed scope of work within approximately six months. Please do not hesitate to contact Varinder Oberoi at (415) 424-3009 with any questions regarding this proposal.

Sincerely,
Civil Hydro Tech



Varinder Oberoi, PE (RCE #C69037)
Principal Hydrologist



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

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 28, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used
 - (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer
- NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
 - (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

CIVIL HYDRO TECH

Civil / Environmental / Water Resource / Dewatering

July 22, 2019

SENT VIA: EMAIL

Mr. Charlie Swimley
Public Works Director – City of Lodi
221 West Pine Street
Lodi CA 95240

SUBJECT: Proposal for Central, Western, Southern, and Northern Plumes Groundwater Monitoring, Sampling, and Reporting Services Lodi, California.

Dear Mr. Swimley:

Per the request of the City of Lodi (City), Civil Hydro Tech, LLC (CHT) has prepared the following proposed scope of services and estimated costs for performing Groundwater Monitoring, Sampling, and Reporting Services for the City of Lodi (Lodi) Central, Western, Southern, and Northern Plumes (Lodi Plumes). Monitoring and sampling activities will be conducted at Central, Western, Southern, and Northern Plumes Plume wells in accordance with the revised Monitoring and Reporting Order No. R5-2018-0800 (Order), issued by the Central Valley Regional Water Quality Control Board (Water Board) on January 11, 2018.

As per the revised Order, the Water Board has reduced the monitoring and sampling frequency of the Lodi Plumes monitoring wells to semi-annual during the 1st and 3rd quarters. The Water Board has similarly reduced the reporting, with a semi-annual report due after the 1st quarter event and an annual report due after the 3rd quarter event.

SCOPE OF SERVICES

The scope of services (SOS) includes the costs and services associated for performing semi-annual monitoring, sampling, and reporting services of the Lodi Plumes monitoring wells for a period of two years:

- Year 1 – Third quarter of 2019 and first quarter of 2020
- Year 2 – Third quarter of 2020 and first quarter of 2021

CHT proposes to perform the following tasks for this Scope of Services:

- Task 1: Monitoring and Sampling
- Task 2: Data Analysis and Reporting
- Task 3: Project Management
- Task 4: Out of Scope Services

TASK 1 MONITORING AND SAMPLING

Prior to commencement of field work, the current site-specific Health and Safety Plan (HASP) will be reviewed and updated for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). All CHT field staff and any potential subcontractors will review and sign the HASP before beginning field operations at the site.

Monitoring and sampling will be conducted for two years, beginning third quarter 2019 and extending through the first quarter 2021, with options for one (1) extension for an additional two years. Monitoring and sampling activities will continue to be conducted at the Lodi Plumes monitoring wells in accordance with the revised Order No. R5-2018-0800. As in previous sampling events, Passive Diffusion Bag (PDB) samplers will be used in all monitoring wells; hence, typical indicator parameters (pH, electrical conductivity, and temperature) that are normally collected during well purging, will not be collected as they are not applicable. Depth-to-Groundwater (DTW) will be measured quarterly to the nearest 0.01 foot in all accessible wells and recorded on CHT's Groundwater Gauging Form and Groundwater Sampling Form for PDBs. Of the seventy seven (77) wells in the program, five (5) wells – MW-13, MW-16, MW-18, G-16C, and G-18C – will be monitored for DTW measurements only. Groundwater sampling activities will be performed at seventy two (72) wells annually (third quarter of 2019 and 2020), and fifty two (52) wells semi-annually (first quarter of 2019 and 2020), per the schedule presented on the Table shown in the next page.

The Table indicates the respective number of samples collected during the semi-annual and annual sampling events. Based on the manufacturer's recommendation, the PDB samplers will be deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval so as to provide adequate time to equilibrate. For our sampling event, the PDBs to be collected in a given sampling event will be deployed during the previous monitoring and sampling event. Special care will be taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment, including ensuring that all sample deployment cables are straight, and the PDB does not lodge in the casing prior to reaching the required depth. The PDB samplers will be procured pre-filled with de-ionized water from the Eon Products Inc. prior to deployment in the wells.

The PDB sample for a given well will be retrieved from the well and immediately dispensed into three laboratory prepared 40-milliliter volatile organic analysis (VOA) sample containers that have already been assigned pre-completed sample labels. Following sampling completion, the samples will be immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a California-certified analytical laboratory. All relevant sample collection information, including sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, and duplicate samples, if any, will be recorded by CHT on its Groundwater Sampling Form. DTW measurements for each monitoring well will be performed prior to PDB retrieval and depth to well bottom measurements will be recorded following PDB retrieval. CHT assumes that any needed access agreements are in place with the owners of the property where the monitoring wells of the Lodi Plumes are located.

MONITORING & SAMPLING FREQUENCY ¹		
Semi-Annual ²	Annual ³	Groundwater Zone
Central Plume Wells		
G-04, G-05, G-06, G-08, G-11, G-12, G-13, G-14A, G-15A, G-16A, G-17A, G-18A, G-19A, G-24A, MW-09, MW-12, MW13*, MW-18*, MW-21A, PCP-04	G-10, MW-08, MW-15, MW-17, MW-24A	Shallow < 75 feet
G-16B, G-24B, G-25A, MW-21B, MW-22B, MW-23B, MW-25B	G-14B, MW-24B, MW-24C	Intermediate 75 ≤ 125 feet
G-25B, MW-21C, MW-22C, MW-23C	G-14C, G-18B	Deep 125 ≤ 150 feet
G-16C*, G-18C*, MW-27D	G-25C, MW-25C, MW-26D	Deeper ≥ 150 feet
34	13	# of Wells
Western Plume Wells		
MW-11, MW-16*	**	Shallow < 75 feet
WMW-1A	**	Deep 125 ≤ 150 feet
WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D	**	Deeper ≥ 150 feet
9	0	# of Wells
Southern Plume Wells		
OS-2U, SA-03, SA-06, SA-07, SA-09, SA-10	MW-19, SA-01, SA-02, SA-04, SA-05, SA-08	Shallow < 75 feet
OS-2L, , SMW-1A	OS-1	Intermediate 75 ≤ 125 feet
SMW-1B	**	Deeper ≥ 150 feet
9	7	# of Wells
Northern Plume Wells		
MW-2, MW-5	**	Shallow < 75 feet
NMW-1A, NMW-1B, NMW-1C	**	Deeper ≥ 150 feet
5	0	# of Wells
57	20	Total Wells Sampled

NOTES

- ¹ All shall be monitored semi-annually for Depth to Groundwater
- ² Wells shall be sampled semi-annually during the first (January - March) and third (July - September) quarters.
- ³ Wells shall be sampled annually during the third quarter of each year.
- * MW-13, MW-16, MW-18, G-16C, and G-18C are monitored for Depth to Groundwater only.
- ** Semi-annual sampling requirements for wells

TASK 2 DATA ANALYSIS, REPORTING, AND GEOTRACKER COMPLIANCE

Following completion of the analytical program in accordance with the Project, each sample will be analyzed by a California-certified analytical laboratory using U.S. Environmental Protection Agency (EPA) sample preparation Method 5030B and EPA analytical Method 8260B. For consistency with previous analytical program, in addition to the 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

For quality assurance and quality control (QA/QC) purposes, CHT will analyze ten percent of the total number of samples retrieved as QA/QC duplicate samples and one trip blank per cooler. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

Semi-annual data analysis, reporting, and GeoTracker submittal will be performed for two years. CHT will maintain the City's EQiS chemical database containing historical analytical data for the Lodi Plume wells. For each semi-annual period, the analytical laboratory will provide a GeoTracker compatible Electronic Data Deliverable (EDD) for uploading to GeoTracker and an EQiS compatible EDD for addition to the project database. CHT will ensure that the EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. To ensure the data integrity of all the samples, CHT will randomly check ten percent (10%) of all the monitoring samples for completeness and accuracy against the laboratory PDF and field notes during the reporting stage, and another ten percent (10%) during the peer-review stage.

Following the generation and QA/QC of the required tables and figures, CHT will evaluate the data and prepare a monitoring report as per the requirements of the Order. As per the Order the semi-annual report will include the following minimum information:

- a. A description and discussion of the groundwater sampling event and results, including trends in the concentrations of pollutants and groundwater elevations in the wells, how and when samples were collected, and whether the pollutant plume(s) is delineated.
- b. Groundwater contour maps for alt groundwater zones, if applicable.
- c. Isocontour concentration maps for all groundwater zones and all major constituents of concern, if applicable.
- d. A table showing well construction details such as well number, groundwater zone being monitored, coordinates (longitude and latitude), ground surface elevation, reference elevation, elevation of screen, elevation of bentonite, elevation of filter pack, and elevation of well bottom.
- e. Cumulative data tables for all major constituents of concern containing the water quality analytical results and depth to groundwater for all monitoring wells.
- f. Copies of the laboratory analytical data report.
- g. The status of any ongoing remediation, including cumulative information on the mass of pollutant removed from the subsurface, system operating time, the effectiveness of the system, and any field notes pertaining to the operation and maintenance of the system.

-
- h. If applicable, the reasons for and duration of all interruptions in the operation of any remediation system, and actions planned or taken to correct and prevent interruptions.

The Annual Report for a given year (2019 and 2020) will contain an evaluation of the effectiveness and progress of the investigation and remediation, the information listed above for the semi-annual report, and the following minimum information:

- a. Both tabular and graphical summaries of all data obtained during that year (2019 / 2020)
- b. Groundwater contour maps and pollutant concentration maps containing all data obtained during the previous year.
- c. Cumulative data tables for all major constituents of concern containing the water quality analytical results and depth to groundwater for all monitoring wells.
- d. A discussion of the long-term trends in the concentrations of the pollutants in the groundwater monitoring wells.
- e. An analysis of whether the pollutant plume is being captured by an extraction system or is continuing to spread.
- f. A description of all remedial activities conducted during the year, an analysis of their effectiveness in removing the pollutants, and plans to improve remediation system effectiveness.
- g. An identification of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program.
- h. If applicable, a proposal and rationale for any revisions to the groundwater sampling plan frequency and/or list of analytes.
- i. The results of any monitoring done more frequently than required at the locations specified in the Order also shall be reported to the Water Board.

As the Order also requires summaries of the remedial system performance in the monitoring reports, CHT will work with the City's current remedial consultant that operates the Lodi Central Plume (LCP) source-area soil vapor extraction (SVE) system and the recently installed Church / Tokay groundwater extraction and treatment (GWET) system to provide the required remedial summary in the monitoring reports.

In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, the monitoring reports (and EDD's of analytical data) will be submitted electronically by CHT to the Water Board GeoTracker database system. The 2019 Annual Report will be submitted electronically to the Geo Tracker database system by November 1, 2019, the 2020 Semi-Annual Report will be submitted on May 1, 2020, the 2020 Annual Report will be submitted electronically to the Geo Tracker database system by November 1, 2020, and the 2021 Semi-Annual Report will be submitted on May 1, 2021. The reports will be completed in accordance with the Order and submitted to the City in draft form for review two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the Water Board within one week of receiving City comments and by the above prescribed submittal dates.

TASK 3 PROJECT MANAGEMENT AND CLIENT CONSULTATION

Under this Task, CHT will perform project management activities that will include, but not limited to, budget tracking, invoicing, payment for analytical laboratory services, and communication with the Client as well as the Water Board. All field activities, including PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. Additionally, CHT will coordinate with the City and the City's contracted laboratory (Moore Twining Associates, Inc. of Fresno, California) to obtain the analytical data for water supply wells No. 02, No. 06R, and No. 08 that are sampled by the City's Water Division.

TASK 4 OUT OF SCOPE SERVICES

In addition to the above stated Tasks, necessary out-of-scope work would include but is not limited to the following:

- Ongoing well maintenance and repairs, such as well cap and well-box replacements as needed on the current monitoring well network of 77 monitoring wells.
- Procurement of required permits and coordination of inspections with San Joaquin County, if necessary, to complete the out-of-scope work.
- Ongoing evaluation, procurement, and replacement of PDB suspension tethers, as needed, to insure sample integrity and correct deployment depths.
- Additional unanticipated out-of-scope work as requested by the City.

FEE ESTIMATE

CHT costs for performing the above stated SOS is based on our experience completing similar work on this Project for the third quarter 2018 and first quarter 2019. The costs are based on a time-and-expenses basis to not exceed our estimated fee of \$57,320 for Year 1, which also includes a time and materials budget estimate of \$5,000 for potential out-of-scope work that may be required as part of the Project or as requested by the City. CHT will provide cost estimates in advance of performing any out-of-scope services, if necessary, as outlined in Task 4 during the course of the Project. The attached Estimated Budget table provides a breakup of the costs for completing the different Tasks under the SOS.

Potential future costs on an annual basis have also been presented for Year 2, which represent work performed on the Project from the third quarter 2020 through the first quarter 2021. The estimated costs assume an annual increase of 3% to account for cost of living increases to CHT billing rates. These are projected costs and annual Amendments will be requested from the City to reflect the true costs of the project at the time. The total value for the Groundwater Monitoring and Reporting Services for a period of two (2) years is approximately \$116,209.

CHT billing rates shown in the attached Estimated Budget table will be in effect for the duration of this Project. Equipment owned by CHT will be charged at the rates provided in the attached table. All equipment rentals (if necessary) and subcontractor/ sub-consultant fees (including laboratory costs) will be charged at cost +10% markup.

SCHEDULE

Work will commence in September 2019 upon receipt of your written authorization. CHT looks forward to assisting the City on this project. Please do not hesitate to contact Varinder Oberoi at (415) 424-3009 with any questions regarding this proposal.

Sincerely,
Civil Hydro Tech, LLC



Varinder Oberoi, PE (RCE #C69037)
Principal Hydrologist

ESTIMATED BUDGET (3Q 2019 THROUGH 1Q 2021)

City of Los Central, Western, Southern, and Northern Plumas
Groundwater Monitoring, Sampling, & Reporting Services

CATEGORY	UNITS	RATE	TABLE 1 - MONITORING, SAMPLING, & ANALYSIS				TABLE 2 - DATA ANALYSIS & REPORTING				TABLE 3 - PROJECT MAINTENANCE		TABLE 4 - OHS UP SCOPE		TOTAL COST
			Annual (2019)		Semi-Annual (2020)		Annual (2019)		Semi-Annual (2020)		Units	Cost	Units	Cost	
			Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
LABOR															
Principal Hydrologist (QA/QC) - Licensed Professional	hour	\$175	0	\$0	0	\$0	2	\$350	2	\$350	0	\$0	0	\$0	\$700
Senior Hydrologist / Project Manager - Licensed Professional	hour	\$180	8	\$1,280	8	\$1,280	16	\$2,560	14	\$2,240	32	\$5,120	0	\$0	\$12,480
Staff Hydrologist	hour	\$130	50	\$6,500	40	\$4,900	24	\$2,940	20	\$2,200	0	\$0	0	\$0	\$14,740
GIS / AUTOCAD / Staff	hour	\$105	0	\$0	0	\$0	15	\$1,580	12	\$1,260	0	\$0	0	\$0	\$2,840
Administrator / Staff	hour	\$75	0	\$0	0	\$0	4	\$300	4	\$300	8	\$600	0	\$0	\$1,200
Total Labor				\$6,780		\$6,180		\$7,730		\$6,250		\$5,720		\$0	\$32,000
EQUIPMENT															
Field Vehicle	day	\$100	5	\$500	4	\$400	0	\$0	0	\$0	0	\$0	0	\$0	\$900
Water Level Meter	day	\$25	5	\$125	4	\$100	0	\$0	0	\$0	0	\$0	0	\$0	\$225
Level D Equipment	day	\$50	5	\$250	4	\$200	0	\$0	0	\$0	0	\$0	0	\$0	\$450
Total Equipment				\$875		\$700		\$0		\$0		\$0		\$0	\$1,575
SUB-CONTRACTOR															
Analytical Laboratory (\$2600)	each	\$85	81	\$6,885	63	\$5,355	0	\$0	0	\$0	0	\$0	0	\$0	\$12,240
Lab sample Disposal	each	\$2.50	77	\$193	63	\$158	0	\$0	0	\$0	0	\$0	0	\$0	\$351
PDB Sampler	each	\$36	53	\$1,908	73	\$2,628	0	\$0	0	\$0	0	\$0	0	\$0	\$4,536
Total Sub-Contractor				\$8,986		\$8,141		\$0		\$0		\$0		\$0	\$17,127
Markup @ 10%				\$899		\$860		\$0		\$0		\$0		\$0	\$1,759
Total Sub-Contractor				\$9,885		\$9,001		\$0		\$0		\$0		\$0	\$18,886
TOTAL COSTS (3Q 2019 - 1Q 2020)					Task 1	\$33,730			Task 2	\$13,000	Task 3	\$6,720	Task 4	\$6,000	\$57,320
ESTIMATED FEES															
		Assumed Annual Increase		Task 1	Task 2	Task 3	Task 4	TOTAL							
3Q 2020 - 1Q 2021		7%		\$33,701	\$14,296	\$5,882	\$5,000	\$58,879							
		TOTAL 2-YEAR COST						\$119,200							

AMENDMENT NO. 1

CIVIL HYDRO TECH, LLC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT, made and entered this 18th day of September, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CIVIL HYDRO TECH, LLC., a California limited liability corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Professional Services Agreement on May 6, 2019, attached hereto as Exhibit 1, and made a part hereof; and
2. WHEREAS, CITY requested to increase the fees by \$118,209, for a total not to exceed amount of \$257,909, and amend the existing scope of services to include Central, Western, Southern, and Northern Plumes Groundwater Monitoring, Sampling, and Reporting Services, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CONTRACTOR agrees to said amendment; and

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

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

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

CIVIL HYDRO TECH, LLC., a California limited liability company
Hereinabove called "CONTRACTOR"

By: 
STEPHEN SCHWABAUER
City Manager

By: 
VARINDER OBEROI
Principal Hydrologist

Attest:


JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney

CIVIL HYDRO TECH
Civil / Environmental / Water Resource

January 6, 2020

SENT VIA: EMAIL

Mr. Charlie Swimley
Public Works Director
City of Lodi
221 West Pine Street
Lodi CA 95240

SUBJECT: Proposal for Additional Funding for Groundwater Program and Plume Management, City of Lodi, California

Dear Mr. Swimley:

Per your request, Civil Hydro Tech (CHT) has prepared the following additional scope of work and estimated costs for providing continued support to the City of Lodi's (City) groundwater program and plume management activities. The proposed scope of work is based on our conversation with the Regional Water Quality Control Board, Central Valley Region (Water Board) during our meeting on September 26 2019, and consists of tasks related to the on-going efforts to obtain closure of the Central Plume Source Area (CPSA) soil vapor extraction (SVE) system and management of the City groundwater plumes. The proposed additional scope of work will include performing and managing the following tasks –

1. Providing environmental consulting services to the City on the several groundwater contaminant plumes that are currently in monitoring and cleanup phases, including meetings with the Water Board and the City.
2. Prepare a Request for Closure report, as per the request of the Water Board, that summarizes the various activities and sampling results within the CPSA since the start of soil vapor extraction (SVE) for remediating the soil beneath the CPSA. This report is being prepared to obtain approval from the Water Board for the closure and removal of CPSA SVE system along with the already closed CPSA GWET system. The report will also provide recommendations and actions requested by the Water Board to target the remnants of the tetrachloroethene (PCE) plume in the soil beneath the CPSA.

A detailed description of each of the proposed scope of work is provided below.

Task 5f – Provide On-call Environmental Consulting Services for City-Wide Plume Management

CHT is requesting additional funding for this ongoing Task for which CHT will continue to provide environmental consulting services to the City for the groundwater contaminant plumes that are currently in monitoring and cleanup phases, and to address issues that continue to arise and are not currently covered by active Task orders. Previously, this Task has included additional indoor air and soil vapor monitoring of the CPSA, as per the request of the Water Board, and coordinating and meeting with the Water Board regarding issues related to the groundwater plumes. This Task will provide a mechanism for CHT to continue this support as well as provide the City staff input related to the management of these groundwater plumes.

Task 5g – Prepare a Request for Closure for CPSA SVE System

The results of the recent passive soil gas (PSG) and indoor air sampling in the CPSA (Task 5a, 5b) indicate that the existing SVE system has 1) significantly decreased the PCE plume beneath the CPSA and 2) PCE concentrations within indoor air at the businesses and residences in the vicinity of the CPSA did not exceed applicable environmental screening levels. CHT and the City of Lodi presented these results to the Water Board at a meeting on September 26, 2019. The Water Board requested that the City submit a comprehensive report detailing remedial and investigative actions to date and a proposed approach for dealing with remnant PCE in soil beneath the CPSA to be included with the Request for Closure of the SVE system.

CHT has already evaluated several remedial alternatives for remnant PCE including installation of a passive soil vapor extraction system, installation of additional shallow SVE wells, and targeted soil excavation to remove potential remnant PCE in the soil beneath the CPSA. The targeted soil excavation is the preferred and will be the recommended alternative when requesting system closure on the basis of overall effectiveness, cost and feasibility.

To complete the additional work in this task, CHT is requesting \$18,000 in additional funds to supplement the funds remaining from Task 5c. This Request for Closure will be reviewed by Phil Smith, who previously was the managing principal of this project. The Request for Closure will include a site and remedial history, figures and tables representing the reduction in PCE over the life of the SVE system, an outline of steps required for the removal of the SVE system history. Task 5g will include the following activities:

- Prepare a Draft CPSA SVE and GWET systems Request for Closure report. The draft report will be presented to the City for review and comment;
- Senior technical review by Phil Smith;
- Meet with the City to discuss our proposed path to closure; and,
- Prepare and submit a Finalized Request for Closure to the Water Board.

We assume the City will provide one round of comments on the draft Request for Closure and that the final Request for Closure will be submitted by CHT to the Water Board on the City's behalf. Additional work related to the closure of the SVE system will be described in later tasks, and will likely include a Work Plan for the proposed soil removal, contracting and oversight of the system removal, well destruction reports for the county of San Joaquin, and a final Remedial Action Completion Report detailing system removal, implemented remedial actions and confirmation sampling results, and long-term health and safety measures such as quarterly or annual air quality monitoring or recommendations regarding potential land use restrictions.

ESTIMATED FEE

CHT proposes to perform the work on a time-and-expense basis in accordance with the terms of our City of Lodi Professional Services Agreement. We will not exceed our estimated fee without your prior written authorization. A summary of estimated cost by Tasks is provided in Table 1 below.

TABLE 1. ESTIMATED FEE		
TASK	DESCRIPTION	ESTIMATED FEE
5f	Provide On-call Environmental Consulting Services for City-Wide Plume Management	\$ 25,000
5g	Prepare the Draft and Final CPSA SVE System Closure Report	\$ 18,000
	TOTAL	\$ 43,000

Please do not hesitate to contact Varinder Oberoi at (415) 424-3009 with any questions regarding this proposal.

Sincerely,
Civil Hydro Tech



Varinder Oberoi, PE (RCE #C69037)
Principal Hydrologist

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO
THE PROFESSIONAL SERVICES AGREEMENT WITH
CIVIL HYDRO TECH, LLC, OF SUNNYVALE, FOR CENTRAL,
WESTERN, SOUTHERN, AND NORTHERN PLUMES
GROUNDWATER MONITORING, SAMPLING, AND REPORTING
SERVICES; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, historical practices have resulted in the contamination of groundwater by tetrachloroethylene (PCE) and trichloroethylene (TCE), producing four identified groundwater contaminant plumes (Northern, Southern, Central and Western) within the City of Lodi; and

WHEREAS, efforts to remove PCE and related contaminants from the Central Plume Source Area (CPSA) have been ongoing since 2003, utilizing both soil vapor extraction (SVE) and groundwater extraction (GWE) systems; and

WHEREAS, the City, with the assistance of Civil Hydro Tech, LLC, has been working closely on cleanup activities for the CPSA with the Central Valley Regional Water Quality Control Board (CVRWQCB); and

WHEREAS, additional funding is required for CVRWQCB-required reporting and continued plume management; and

WHEREAS, Council approved the Professional Services Agreement with Civil Hydro Tech, LLC, on April 17, 2019, and Amendment No. 1 on August 21, 2019; and

WHEREAS, staff recommends the City Council authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Central, Western, Southern, and Northern plumes groundwater monitoring, sampling, and reporting services, in an amount not to exceed \$43,000; and

WHEREAS, staff also recommends the City Council authorize an appropriation of funds in the amount of \$18,000 from the Central Plume Fund (59099000.77020) and \$25,000 from the PCE/TCE Rates Fund (56599000.77020).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, California, for Central, Western, Southern, and Northern plumes groundwater monitoring, sampling, and reporting services, in an amount not to exceed \$43,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for Central, Western, Southern, and Northern plumes groundwater monitoring, sampling, and reporting services, in the amount of \$43,000, as set forth above; 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: February 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 February 5, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation Number 0149 Pursuant to Shared Services Program Agreement between the Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) to administer the Keep Your Cool Commercial Refrigeration Program; Provide Support Services and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility for the Remainder of FY2020 and through FY2021; and Authorize Expenditure of \$53,325

MEETING DATE: February 5, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Member Task Request Confirmation Number 0149 Pursuant to Shared Services Program Agreement between the Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) to administer the Keep Your Cool commercial refrigeration program; provide support services and install measures to commercial refrigeration customers of Lodi Electric Utility; and authorize expenditure of \$53,325.

BACKGROUND INFORMATION: Lodi Electric Utility seeks to expand its energy efficiency program to its commercial customers by implementing a turnkey direct install program of refrigeration equipment upgrades.

Recognizing the potential for joint action purchasing as a mechanism to improve efficiencies and/or gain better economics of scale, the City of Lodi and Lodi Electric Utility joined with other NCPA and SCPPA members in a Shared Services Program Agreement (SSPA) under which Lodi Electric Utility may utilize preapproved vendors and contracts for services.

Authorized by Resolution 2016-162, services under the SSPA are voluntary, and are executed by a "confirmation" under the SSPA for a particular service. Resolution 2016-162 appointed the City Manager, Electric Utility Director, together with the City Attorney as designated representatives under the SSPA and authorized the delegated authorities for amounts not to exceed \$20,000 and \$15,000, respectively. The amount of this member task order exceeds the authorization of Resolution 2016-162. The Keep Your Cool refrigeration program component is a not to exceed amount of \$50,000. The administrative cost of the program through NCPA is a not to exceed amount of \$3,325 (\$685 to develop the Confirmation and first month of administration plus \$165 per month for each additional month administrative costs are actually incurred).

The City of Lodi Member Task Request with NCPA and SCPPA for commercial refrigeration services will be with Efficiency Services Group (ESG). The services will be provided by subcontractor, Redwood Energy Services. ESG and Redwood Energy Services will develop program materials, identify and schedule customers, purchase equipment upgrades, administer quality assurance, estimate energy savings for regulatory purposes, and prepare all necessary reporting.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation Number 0149 Pursuant to Shared Services Program Agreement between NCPA and Southern California Public Power Authority to Administer the Keep Your Cool Commercial Refrigeration Program; Provide Support Services and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility for the Remainder of FY2020 and Through FY2021; and Authorize the Expenditure of \$53,325

FISCAL IMPACT: This task order confirmation is budgeted in the FY2020 public benefits fund budget.

FUNDING AVAILABLE: The organization and object codes are 50465100-72920.

Andrew Keys
Deputy City Manager/Internal Services Director

Astrida Trupovnieks
Business Development Manager

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF LODI in the amount of not-to-exceed \$50,000 for the Efficiency Services Group, LLC services described in paragraph 3.

3. CITY OF LODI requests the following described Support Services in the dollar amount specified above, as follows:

Efficiency Services Group, LLC (ESG) shall provide its "Keep Your Cool" Commercial Refrigeration Direct Install Program as designed to meet the goals and objectives of the City of Lodi/Lodi Electric Utility to help commercial business owners save a significant amount of energy. The Program includes Customer Recruitment, Site Audit Report, Project Logistics, Retrofit Installations, Quality Assurance/Quality Control, Program Metrics and Measures, Budget Tracking and Invoicing, Contractor Management, and related Tasks, as specifically outlined in its proposal, copy attached and incorporated herein. The services shall commence in FY 2020 and continue through FY 2021.

Pursuant to the Shared Services Agreement between NCPA and the Southern California Public Power Authority (SCPPA), NCPA agrees to provide the support services in accordance with the Goods and Services Agreement between Southern California Public Power Authority and Efficiency Services Group, LLC dated July 19, 2018, and the Task Order executed among ESG, SCPPA, NCPA, and CITY OF LODI for these services.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not to exceed amount specified in paragraph 2, above; plus the Administrative Cost of not-to-exceed \$3,325 (\$685 to develop the Confirmation and first month of administration plus \$165 per month for each additional month administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$53,325.

5. A Security Account deposit is not required for this Confirmation.

Date: _____

Date: _____

Participating Member:
CITY OF LODI

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

Stephen Schwabauer, City Manager

By: _____
Randy S. Howard, General Manager

Janice D. Magdich, City Attorney

Approved as to Form:

Attest:

Janice D. Magdich, City Attorney 

Cary A. Padgett, Assistant Secretary to Commission

Attest:

Approved as to form:

By: _____
Pamela M. Farris, Assistant City Clerk

By: _____
Jane E. Luckhardt, NCPA General Counsel

**GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
EFFICIENCY SERVICES GROUP, LLC.**

This GOODS AND SERVICES AGREEMENT ("Agreement") is dated and effective as of July 19, 2018, by and between Efficiency Services Group, LLC ("Consultant"), a limited liability corporation, located at 56C5 NE Elam Young Pkwy, Hillsboro, OR 97124 and the Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to herein individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, transmission, and distribution of electrical energy to retail customers; and

WHEREAS, certain Members have a need for specific goods and/or services that will improve the efficient use of electric energy by customers to allow Members to continue to provide cost-effective, reliable and environmentally beneficial electric utility service in their respective communities; and

WHEREAS, SCPPA issued a competitive solicitation to secure efficiency-related services and products in a Request for Proposal (RFP) process in June 2018;

WHEREAS, Consultant was deemed to be qualified and capable and was selected to perform specific services through the competitive solicitation process;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services to be Provided:** SCPPA engages the Consultant to provide all services and related products ("Services") identified within the Consultant's Response to the previously defined RFP. Said Response is made part of and incorporated to this Agreement by reference. All Services to be provided hereunder are to be set forth in a separate task order ("Task Order") substantially in the form attached hereto as Exhibit A. All Task Orders shall supersede and take precedence over the Consultant's Response to the RFP.

A Member who participates in any Task Order shall be referred herein as the "Participating Member." A Task Order may be made on behalf of SCPPA and/or one or more Members and in all cases shall be signed by the Consultant and SCPPA; provided the Participating Member shall not be liable for any Task Order related costs unless Participating Member(s), at its election, signs the Task Order or submits a letter to SCPPA confirming its participation and funding commitment in form and content mutually acceptable to SCPPA and Participating Member. Consultant will perform the Services within the applicable Task Order at the

direction of and on behalf of SCPPA and/or the Participating Member. There may be one or more Task Orders associated with this Agreement. A Task Order may be amended or replaced only upon written agreement executed by Consultant and SCPPA and the participating Member(s), as may be elected by Participating Member(s). Alternatively, when a Participating Member has elected to confirm its Task Order participation through a letter, the Participating Member may confirm its consent to an amendment of a Task Order by an updated participation letter.

2. **Independent Contractor:** Consultant is an independent contractor, is not an employee of SCPPA or any SCPPA Member and shall not be entitled to any benefits or rights, including, but not limited to, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Consultant shall furnish the Services in its own manner and method except as required by this Agreement. Consultant shall have no authority, express or implied, to act on behalf of or bind SCPPA or its Members in any capacity whatsoever as agents or otherwise. Consultant may use the services of subcontractors to perform a portion of its obligations under this Agreement with the prior written approval of SCPPA. Subcontractors shall be provided with a copy of this Agreement and Consultant shall have an affirmative duty to assure that all subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its subcontractors. Consultant is not required to perform the services at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in the Scope of Services. Consultant's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours, appropriate safety standards and security requirements.
3. **Standard of Care:** The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including participating Member(s) business practices or other requirements set forth in a Task Order, including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.
4. **Changes/Amendments:** The terms and conditions of this Agreement may not be changed except as to a particular Task Order. Any such change can be made in a new Task Order or an amendment to an existing Task Order, all consistent with the requirements of Section 1 above. Any change(s) from the terms and conditions of this Agreement shall only apply to the Services performed under the particular Task Order in which such change(s) were made. Services not expressly set forth herein or in a Task Order are excluded. Consultant shall promptly notify SCPPA and participating Member(s) if changes to the Scope of Services will affect the schedule, level of effort or payment to Consultant. If Consultant determines that changes should be made to a Task Order, Consultant shall notify SCPPA and participating Member(s) of such proposed changes in writing, including the effects on the schedule, level of effort and compensation for such changes.
5. **Payment:** SCPPA shall pay Consultant in accordance with the terms and payment schedule

contained in the applicable Task Order. Each invoice shall include the following:

- a. A reference to SCPPA Resolution No. 2018-070;
- b. Name of the participating Member(s) and the contact information for participating Member(s) designated representative(s);
- c. The basis for the amount invoiced, (e.g. services provided, units and costs, etc.)

Consultant shall provide all invoices to both the participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period.

6. **Taxes:** Any and all taxes imposed on Consultant's income, imposed or assessed by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA. SCPPA and Consultant specifically agree that Consultant is not an employee or agent of SCPPA.
7. **Indemnity:** Consultant shall defend, indemnify and hold harmless SCPPA, its participating Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, its participating Member(s) and their officers, agents, representatives or employees.
8. **Intellectual Property Infringement.** Consultant shall defend, indemnify and hold SCPPA and Member(s) free and harmless from and against any loss, cost and expense that SCPPA or any participating Member(s) incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Consultant's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must promptly notify Consultant of any such claim; (ii) SCPPA must in writing grant Consultant sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SCPPA chooses to represent its own interests in any such action, SCPPA may do so at its own expense, but such representation must not prejudice Consultant's right to control the defense of the claim and negotiate its settlement or compromise); (iii) SCPPA and its participating Member(s) must cooperate with Consultant to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications to or misuse of the Product by SCPPA, its participating Member(s) or others. In the event of any such infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation

paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function.

9. **Insurance.** Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

(a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence, an annual aggregate of two million dollars (\$2,000,000), and a products/completed operations aggregate of two million dollars (\$2,000,000). Such policy shall cover SCPPA and each participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.

(d) Errors & Omissions/Professional Liability insurance, with limits of one million dollars (\$1,000,000).

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retentior or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA of participating Member(s) for SCPPA's or participating Members' own negligence; (ii) limits the duty to defend SCPPA or participating Member(s) under the policy; (iii) provides coverage to SCPPA or participating Member(s) only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's or the participating Members' rights under this Agreement.

Consultant shall furnish SCPPA a certificate of insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. Term and Termination: The term of this Agreement shall be three (3) years from the date hereof, unless sooner terminated in accordance with this Section 10, at which time it shall either expire or be extended for one (1) additional term of three (3) years in writing by SCPPA, subject again to earlier termination in accordance with this Section 10; provided, that in no case shall this Agreement expire while Services pursuant to any Task Order remain to be completed. SCPPA's decision to grant an extension for an additional three (3) year term shall be at the sole discretion of the SCPPA Executive Director. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. SCPPA shall pay Consultant for all Services rendered up to the date of termination plus reasonable expenses for winding down the Services. Any rights or obligations pursuant to Sections 5, 6, 7, 8, and 11 shall survive the expiration or termination of this Agreement.

11. Use and Ownership of Work Products:

(a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.

(b) SCPPA shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

(c) SCPPA agrees that Consultant shall not have any liability for any revision or addition to, alteration or deviation from the Work Product or deliverables or use other than the intended purpose by the intended recipient, except as such revision, addition to, alteration or deviation may have received the prior approval of Consultant.

12. Information Provided by Others: To the extent available to SCPPA or the participating Members(s), SCPPA, the participating Member(s), or both shall provide to the Consultant in a timely manner any information reasonably needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by SCPPA and its representatives. Any Customer Data furnished to Consultant by SCPPA or its participating Member(s) shall be deemed Confidential Information subject to Section 13 of this Agreement. The term "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a participating Member(s), such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords

a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a participating Member(s), either verbally, in writing, or electronically.

13. **Confidential Information:** With respect to any information supplied in connection with this Agreement, Confidential Information shall be any and all: (1) Customer Data provided by SCPPA or any participating Member to Consultant or any of Consultant's subcontractors; and (2) Customer Responses collected by Consultant or any of Consultant's subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. The recipient agrees to protect the Confidential Information in a reasonable and appropriate manner, and to use and reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a SCPPA Member Customer contacted by Consultant in the course of performance of this Agreement) or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Consultant in connection with this Agreement shall be considered the Confidential Information of Consultant.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA," Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant's Confidential Information subject to this Agreement, SCPPA shall promptly notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise arising from the denial of access to Consultant's Confidential Information to said third party.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Consultant to SCPPA and its designated representatives, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant will retain the Confidential

Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Consultant will retain no copies of the Confidential Information.

Consultant shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

14. **Dispute Resolution:** Consultant and SCPPA shall attempt to resolve conflicts or disputes which arise under this Agreement or which relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. Where Parties are unable to otherwise resolve conflicts or disputes, the Parties agree to attempt to mediate the conflict or dispute by a professional mediator. If mediation does not settle any conflict or dispute the Parties may agree in writing to arbitration under the rules governing commercial arbitration as promulgated by the American Arbitration Association, arbitrability shall be subject to the Federal Arbitration Act and the locale of the arbitration shall be Southern California.

Notwithstanding any other term of this Agreement and to the fullest extent permitted by law, both parties agree to waive any consequential, indirect and special damages and agree that the total liability of Consultant to all parties under or in connection with this Agreement and all Task Orders hereunder, whether in contract, tort, negligence, breach or otherwise shall not exceed two times the total fee paid to Consultant hereunder, with the exception of liability for personal injury or death caused by the negligence or willful misconduct of Consultant. Consultant's liability under or in connection with this Agreement or any Task Order shall expire two (2) years from the date of completion of the services pursuant to the applicable Task Order.

15. **Representatives**

Each Parties representative for administration of this Agreement shall be as indicated below. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by first class mail, postage prepaid; by electronic mail or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Consultant:

Mark Gosvener
5605 NE Elam Young Pkwy
Hillsboro, OR 97124
(888) 883-9879
mark.g@esgroupllc.com

All questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Except as otherwise provided herein, the representatives set forth herein shall have authority to give all notices required herein.

Either party may change its address for the purposes of this Agreement by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery; 2) two calendar days after transmission by electronic mail or facsimile; five calendar days after deposit in first class mail, if mailed within the United States; and ten calendar days after deposit in the mail, if mailed from outside the United States.

16. Miscellaneous:

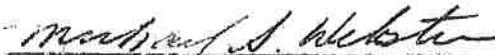
- (a) This Agreement is binding upon and will inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party's entire business relating to this Agreement.
- (b) If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with, the laws of the State of California.
- (c) This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.

- 17. Counterparts and Electronic Signatures:** This Agreement may be executed in one or more counterparts, each of which when executed by each party shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and Records Act, and California's Uniform Electronic Transactions Act

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: 
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:


RICHARD J. MORILLO
General Counsel

and;

EFFICIENCY SERVICES GROUP, LLC.

By: 
MARK GOSVENER
Chief Operational Officer

TASK ORDER No.: ESG-NCPA-LODI01

Date: 12/13/2019

Project Description: Efficiency Services Group “Keep Your Cool” Commercial Refrigeration Direct Install Program

Sponsor: Northern California Power Agency (NCPA or Agency)

Participating NCPA Member: City of Lodi

Consultant: Efficiency Services Group, LLC (ESG)

Consultant, SCPA, NCPA, and Participating NCPA Member (“Participating Member”) identified above, agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement Between Southern California Public Power Authority And Efficiency Services Group, LLC (“Agreement”) dated July 19, 2018, except as specifically modified herein.

SCPA and NCPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each Party or a Party’s Members where provision has been provided in contracts for the other Party and its Members to avail themselves of goods and services offered under the contract or where either Party’s bidder or Consultant is willing to extend prices to the other Party and its Members.

Scope of Services

Consultant will provide its “Keep Your Cool” Commercial Refrigeration Direct Install Program, as designed to meet the goals and objectives of the City of Lodi and Lodi Electric Utility to help commercial business owners save a significant amount of energy. The Program includes Customer Recruitment, Site Audit Report, Project Logistics, Retrofit Installations, Quality Assurance/Quality Control, Program Metrics, and Measures, Budget Tracking and Invoicing, Contractor Management, and related Tasks, as specifically outlined in ESG’s proposal for Lodi Electric Utility, a copy of which is attached hereto as Exhibit “A”. The services shall commence in FY 2020 and continue through FY 2021 (June 30, 2021), based on Purchase Orders issued by NCPA to ESG.

Compensation and Schedule

The total cost for the requested Services under this Task Order shall not exceed \$50,000, which shall include all fees, costs, and expenses, in accordance with Consultant’s pricing included in Exhibit “A.” This dollar amount is not a guarantee that the full amount will be paid to Consultant, but is merely a limit of potential expenditures under this Task Order.

The services shall be performed during the period including July 1 through June 30 each year, beginning in FY 2020 and continuing through FY 2021 as requested by Sponsor on behalf of its Participating NCPA Member. Sponsor shall issue a Purchase Order to Consultant for the requested Services.

Changes/Amendments to Agreement

In accordance with Section 4 of the Agreement, entitled "Changes/Amendments," the Agreement between SCPPA and ESG is hereby amended and/or restated for purposes of this Task Order only as follows:

- a. The following WHEREAS clause is added to the Agreement:

WHEREAS, in addition to the SCPPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPPA member; and

- b. The definition of "Participating Member" set forth in Section 1, entitled "Services to be Provided", is amended as follows: A Member, or NCPA or a NCPA member agency, who participates in any Task Order shall be referred herein as the "Participating Member."

- c. Section 5 of the Agreement, entitled "Payment," is hereby amended and restated for purposes of this Task Order only to read in full as follows:

5. Payment: NCPA shall pay Consultant directly for Services provided to the City of Lodi/Lodi Electric Utility under this Task Order in accordance with the terms and payment schedule contained in the applicable Task Order. Consultant shall submit invoices not more often than once a month during the term of this Task Order based on the cost for services performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Work;
- At NCPA's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation to Agency's reasonable satisfaction; and
- At NCPA's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing work hereunder.

Invoices shall be sent to
Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

NCPA shall make payments to Consultant, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. NCPA shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

d. Section 18, entitled "Department of Industrial Relations and Prevailing Wage Rates," is hereby added to the Agreement, as follows:

18. Department of Industrial Relations and Prevailing Wage Rates

(a) Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(b) Registration with DIR. During the term of this Agreement, Consultant warrants that it and its subcontractors are registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

(c) Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Consultant must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Consultant assumes all responsibility for such payments and shall defend, indemnify and hold the Parties harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at:

<http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Consultant shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Consultant's receipt of Agency's written request therefor. Consultant's failure to timely comply with this provision may subject the Consultant to penalties pursuant to state law.

Consultant shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Consultant shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined

by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Consultant or by any subcontractor under Consultant in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

Representatives of Sponsor and Participating Members

Sponsor Representative

Randy S. Howard, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Telephone: 916-781-3636

Linda Stone, Support Services Program Coordinator
Linda.stone@ncpa.com
Telephone: 916-781-4248

Participating Member Representatives:

Astrida Trupovnieks
City of Lodi
atrupovnieks@lodi.gov

Prior Amendment(s) to the Agreement

None.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Task Order effective as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

RICHARD J. MORILLO
General Counsel

and

EFFICIENCY SERVICES GROUP, LLC

By: _____
MARK GOSVENER
Chief Operational Officer

Sponsor's Acknowledgement and Agreement

By signing this Task Order, Sponsor agrees that it is responsible for payment to Consultant for all fees and expenses invoiced by Consultant in accordance with Section 5, above, and will be responsible for all payment obligations incurred in connection with the work performed at the direction of or on behalf of Participating NCPA Member. Sponsor agrees to indemnify, defend, and hold SCPPA and all SCPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participating NCPA Member.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
RANDY S. HOWARD
General Manager

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

Participating Member's Acknowledgement and Agreement

By signing this Task Order, Participating Member agrees to indemnify, defend and hold SCPPA and all SCPPA Members harmless for payment for work performed at the direction of, and for its exclusive benefit. Participating Member further agrees to indemnify, defend and hold harmless SCPPA, all SCPPA members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

CITY OF LODI

Stephen Schwabauer, City Manager

And

Janice D. Magdich, City Attorney

Attest:

By: _____
Jennifer M. Ferraiolo, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney





5605 NE Elam Young Parkway
Hillsboro, OR 97124
(888) 883-9879 Toll-Free
(503) 718-3733 Phone
(503) 344-6942 Fax

KEEP YOUR COOL PROGRAM SCOPE OF WORK

The goal of the Keep Your Cool Commercial Refrigeration (KYC) Program is to help commercial business owners save a significant amount of energy through the installation of targeted, best practice measures that are low-risk and high return. Combined with additional benefits such as job creation/retention, increased awareness of energy efficiency in the commercial market sector, and driving sustainability through equipment upgrades, the program is well positioned to meet the goals of the Lod Electric Utility (LEU).

Budget Tracking and Invoicing

Project costs billed to NCPA for LEU will be tracked on a monthly and program-to-date basis. ESG will maintain a budget tracker which compares the program-to-date expenses to the total budget to ensure the work order funds are not exceeded under this Agreement. Monthly invoices will be submitted to NCPA and LEU for completed projects. Invoices will associate all project costs with a specific customer sites and measures installed.

Contractor Management

ESG will be responsible for the quality of work of all contractors utilized under this Agreement. NCPA and LEU's main point of contact will be ESG under this Agreement. The installing contractor for this program is Redwood Energy Services.

Program Materials Development

ESG will work with LEU to develop program materials and determine other program collateral to be left with customers and create program templates (such as a letter introducing the program).

Customer Recruitment

ESG and KYC program installing contractor are responsible for identifying, or listing and scheduling retrofit installations for LEU customers.

The KYC Program's customer recruitment strategy is multi-faceted and may include: 1.) an introduction letter; 2.) a postcard campaign to further alert prospects; 3.) site visits from program auditors following leads generated by direct mail or the website; and 4.) systematic cold-calls by program auditors. Making sure that every customer has multiple interactions with the program is the key to avoiding lost opportunities.

Site Audit Report

Customers who express interest in the program will receive a site audit by a program auditor. The auditor will inspect existing refrigeration equipment at their facility for energy upgrade opportunities. The location of each piece of equipment will be labeled with a unique program tracking number (typically a door tag, each with a unique number) and any future work done to that equipment will include a reference to that tracking number. Digital photographs may be taken to record the specifications and/or the condition of the equipment, whether or not it is to be retrofitted.

The program auditor will record their findings and prepare a proposal for the customer. The proposal will detail all recommended energy efficient measures, the energy and monetary savings estimates and the incentives available. The auditor will submit the signed proposal and documentation to program administrator. Auditors will follow up with customers who require extra time to decide, have additional questions or must meet requirements specific to their business (e.g. corporate approval).

Project Logistics

Once a customer signs the required participation paperwork, program administration will take responsibility for coordinating successful project delivery. This includes purchasing required material for the project, as well as reserving funds in the budget to avoid oversubscription for a given work order issued under this Agreement.

Retrofit Installations

An appointment for the project installation work will be scheduled with the customer. Installers will arrive at the scheduled time, greet the customer or their employee, and identify themselves as a representative of LEU and the KYC Program.

Upon completion of the installations, the installer will provide the customer with an explanation of all work that was performed. When the work meets the customer's approval, they will be asked to sign a Project Completion Form. If the job cannot be completed on that day, the installer will let the customer know when they will return to complete the job. In the event a customer is not satisfied with the installation and chooses not to sign the completion form, the installer will first work to rectify the customer's concerns. If immediate resolution is not possible, the installer will seek guidance from Program administration. If a resolution still

cannot be achieved, ESG will determine the best course of action, which may include consultation with LEU.

Quality Assurance / Quality Control

All materials installed under this Agreement are new and sourced from the best-known suppliers. ESG will provide data sheets for all products installed in the KYC Program upon request.

A key component to validating energy savings and customer satisfaction is performing Quality Control (QC) verifications. One hundred percent of the projects that are completed under this Agreement will receive a post-installation site visit. These QC post-installation visits are not intended to replace work performed by official EM&V, which LEU may choose to perform at a later time. Instead, these QC site visits are intended to provide a high level of confidence and assurance in the accuracy of reported measures, savings and customer satisfaction.

During the QC field visits, ESG staff will verify the following:

- All measures reported and invoiced by the installer are accounted for in the building and that the measures are installed and working properly.
- In the event a discrepancy or improper installation is identified, ESG will follow up with the installing contractor and ensure the work is rectified.
- ESG will interview the customer and reinforce to the customer that LEU is providing this program to help manage their energy costs and wants to assure that the customer's participation and experience in the program was a positive one.
- If the customer indicates dissatisfaction with any aspect of the program, ESG will report it to the installing contractor and ensure that any issues are addressed to the customer's satisfaction.

Program Metrics

The measures installed, date of installation, and estimated energy savings and demand reduction will be tracked on an ongoing basis during this Agreement. Monthly reports will be prepared for LEU and will detail the activity for the month and for the total program-to-date in their service territory. A separate report will be prepared for LEU's fiscal year which will include all the data required to report the retrofit projects and savings in the E3 reporting tool.

Measures

Measures in this program fall into three categories; measures that reduce air leakage from cooled spaces, higher efficiency equipment and equipment controls. Specification sheets for any products installed through this program are available upon request. The measures in the following table are included in the program.

Pricing

Measure	Cost Unit	Price Per w/QC Inspections
ASH Controller: Coolers	door	\$216.96
ASH Controller: Freezers	door	\$338.11
Auto Door Closer: Reach-In	closer	\$167.91
Auto Door Closer: Walk-In	closer	\$220.91
Door Gasket	linear foot	\$11.50
Strip Curtain: Walk-in	square foot	\$13.90
ECM Motor Controller	controller	\$1,316.42
LED Canopy Light	fixture	\$820.00
LED Case Light	fixture	\$290.81
Programmable EC Motor (3/4 HP, 5.6A)	motor	\$712.25
Programmable EC Motor (1/2 HP, 4.0A)	motor	\$681.96
Programmable EC Motor (1/3 HP, 2.6A)	motor	\$586.55
Programmable EC Motor (1/15 HP, 1.8A)	motor	\$325.08
Programmable EC Motor (1/47 HP, 1.1A)	motor	\$264.51
Programmable EC Motor (1/5 HP, 3.2A)	motor	\$575.94
Q-Sync Motors (1/15 HP), replacing standard motor	motor	\$325.08
Q-Sync Motors (1/15 HP), replacing EC motor	motor	\$325.08
Q-Sync Motors (1/47 HP), replacing standard motor	motor	\$264.51
Q-Sync Motors (1/47 HP), replacing EC motor	motor	\$264.51
Retrofit Doors on Open Cases	linear foot	\$377.00
Horizontal Case Lighting (T8 LEDs)	lamp	\$29.00
Other T8 Lighting Upgrades to T8 LEDs	lamp	\$29.00

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE MEMBER TASK REQUEST CONFIRMATION 0149 TO SHARED SERVICES PROGRAM AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY (NCPA) AND SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) TO ADMINISTER THE KEEP YOUR COOL COMMERCIAL REFRIGERATION PROGRAM, PROVIDE SUPPORT SERVICES, AND INSTALL ENERGY EFFICIENCY MEASURES TO COMMERCIAL REFRIGERATION CUSTOMERS OF LODI ELECTRIC UTILITY FOR THE REMAINDER OF FISCAL YEAR 2020 AND THROUGH FISCAL YEAR 2021; AND FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS

=====

WHEREAS, the Lodi Electric Utility seeks to expand its energy efficiency program to its commercial customers by implementing a turnkey direct install program of refrigeration equipment upgrades; and

WHEREAS, Resolution No. 2016-162 authorizes member utilities of the Northern California Power Agency (NCPA) to participate in the Shared Services Program Agreement to joint-purchase products and services relating to the operation of a publicly-owned electric utility with preapproved vendors and contracts; and

WHEREAS, the Member Task Request Confirmation is to acquire a shared services agreement with NCPA and Southern California Public Power Authority (SCPPA) to obtain energy efficiency services from the Efficiency Services Group and subcontractor Redwood Energy Services for the development and implementation of a turnkey commercial refrigeration equipment upgrade program for Lodi Electric Utility commercial accounts for the remainder of FY20 and through FY21, in an amount not to exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Member Task Request Confirmation 0149 pursuant to Shared Services Program Agreement between Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) to administer the Keep Your Cool commercial refrigeration program, provide support services and install energy efficiency measures to commercial refrigeration customers of Lodi Electric Utility for the remainder of FY20 and through FY21, in an amount not to exceed \$50,000, and authorize the expenditure of \$53,325; 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: February 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 February 5, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Final Map for Rose Gate II, Unit No.1, Tract No. 3896

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving final map for Rose Gate II, Unit No.1, Tract No. 3896.

BACKGROUND INFORMATION: Rose Gate II, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Avenue, as shown on Exhibit A. Unit No. 1 consists of 99 single-family, residential lots.

The developer, Rose Gate 2 - Lodi, LLC, has furnished the City with the improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development impact fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

FISCAL IMPACT: There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the CFD.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang City Engineer/Deputy Public Works Director
CES/LC/tc
Attachment

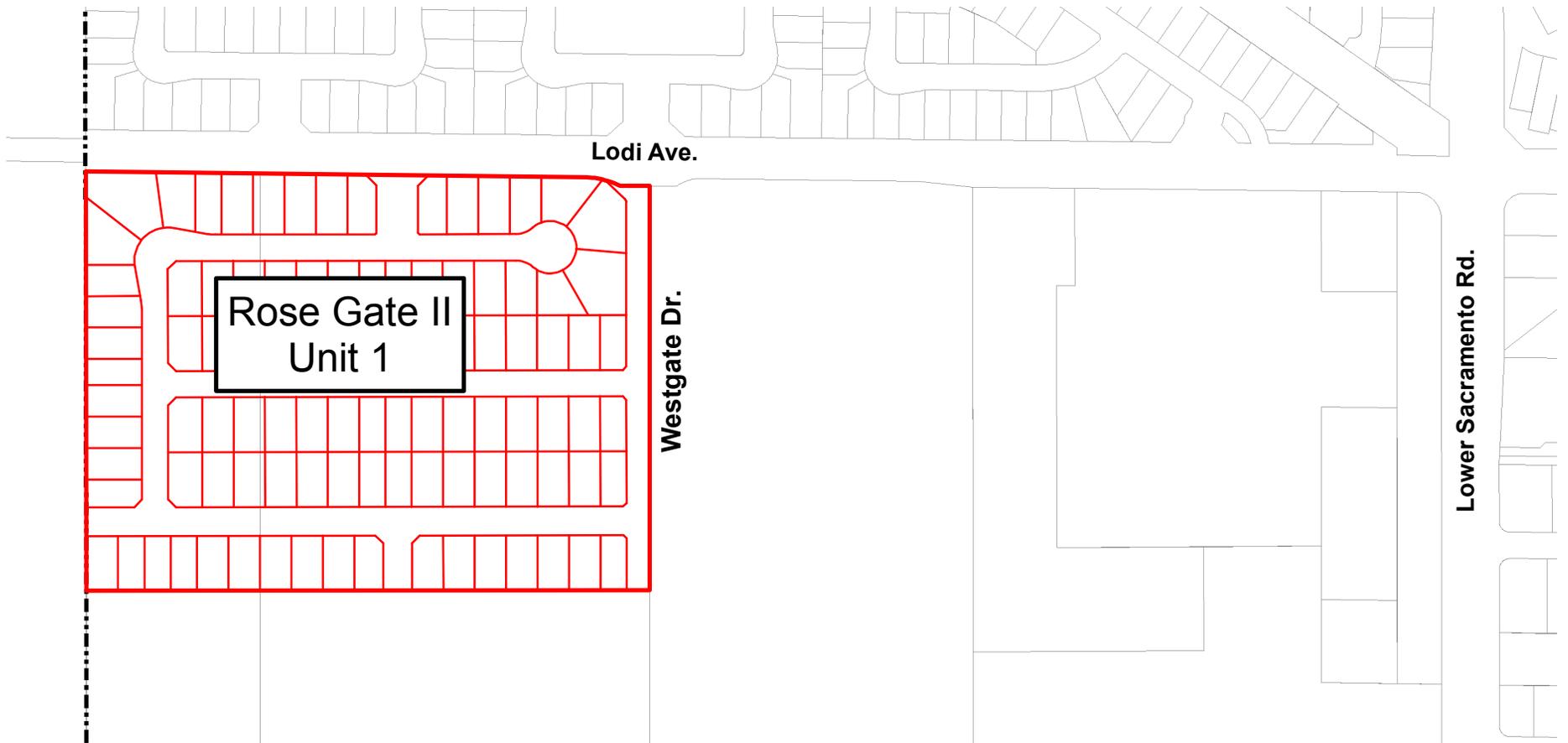
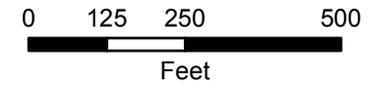
cc: Assistant Engineer Kiriu
Senior Engineering Technician Wiman
Rose Gate 2 – Lodi, LLC
MCR Engineering

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A

Rose Gate II - Unit No. 1

Vicinity Map



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING FINAL MAP FOR ROSE GATE II,
UNIT NO.1, TRACT NO. 3896

=====

WHEREAS, Rose Gate II, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Avenue and consists of 99 single-family residential lots; and

WHEREAS, the developer, Rose Gate 2 - Lodi, LLC, has furnished the City with the improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, Development Impact fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040; and

WHEREAS, this project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD); and

WHEREAS, staff recommends that the City Council approve the final map for Rose Gate II, Unit No.1, Tract No. 3896.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the final map for Rose Gate II, Unit No.1, Tract No. 3896; 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: February 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 February 5, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Foregoing 2020 Pre-Approved Engineering News Record Adjustment for Usage-Based and Flat Water Rates for Residential, Commercial, and Industrial Customers

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution foregoing 2020 pre-approved Engineering News Record adjustment for usage-based and flat water rates for residential, commercial, and industrial customers.

BACKGROUND INFORMATION: The City Council has made numerous water rate decisions over the past several years. On March 20, 2019, City Council approved a five-year rate plan in accordance with the Proposition 218 rate setting process. The proposed rate adjustments are needed to generate sufficient revenue to meet projected operation and maintenance costs and debt service obligations, as well as, necessary capital maintenance improvements.

For the water and wastewater utilities, the annual rate adjustment, if approved, is the lesser of the Engineering News Record (ENR) index change or three percent, with the exception of the proposed January 1, 2021 water rate adjustment that includes a projected 5.3 percent decrease, to January 1, 2016 levels. A summary of the past years water rate adjustments relative to the ENR index change is provided in Attachment A. The purpose of this table is to demonstrate that past actual rate increases have frequently been below the approved maximum.

The previous year's ENR index change was 1.3 percent. After evaluating the water utility's rate revenue model, it has been determined the utility can meet its revenue requirements without implementing this year's planned rate increase. Based on this evaluation, staff is recommending Council forego the 2020 pre-approved rate increase because the adjustment is anticipated to generate less than \$175,000 over the calendar year; and this revenue requirement can be offset by the favorable bids received for Phase 8 of the water meter program. Additionally, in this unique case, the revenue increase will not compound into the future since on January 1, 2021, rates will be rolled back by 5.3 percent, to January 1, 2016 levels, in accordance with Council Resolution No. 2017-23.

The City's Financial Plan (Attachment B), reflects that despite foregoing the pre-approved rate increase, fund balances are projected to steadily rebound toward the maximum reserve target of 50 percent starting in Fiscal Year 2023/24, as large Water Meter Program expenditures are no longer needed.

FISCAL IMPACT: The Water Utility is anticipated to remain financially sound based on the recommended one-time rate postponement.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/tc
Attachments

Attachment A

Programmed and Implemented Rate Adjustments

Water

Year	Programmed	Implemented
2009	3.10 ⁽¹⁾	0
2010	0.73 ⁽¹⁾	0
2011	5.98 ⁽²⁾	2.0
2012	2.53 ⁽³⁾	2.2
2013	2.50 ⁽³⁾	2.5
2014	3.30 ⁽³⁾	2.5
2015	2.00 ⁽³⁾	2.0 ⁽⁴⁾
2016	1.975 ⁽³⁾	1.975 ⁽⁴⁾
2017	3.36 ⁽³⁾	3.0 ⁽⁴⁾
2018	3.98 ⁽³⁾	0 ⁽⁵⁾
2019	2.90 ⁽³⁾	2.5 ⁽⁵⁾
2020	1.30 ⁽³⁾	0 ⁽⁴⁾

(1) Consumer Price Index change

(2) Consumer Price Index change (December 2008 through December 2010)

(3) Engineering News Record Index change

(4) Recommended by Staff

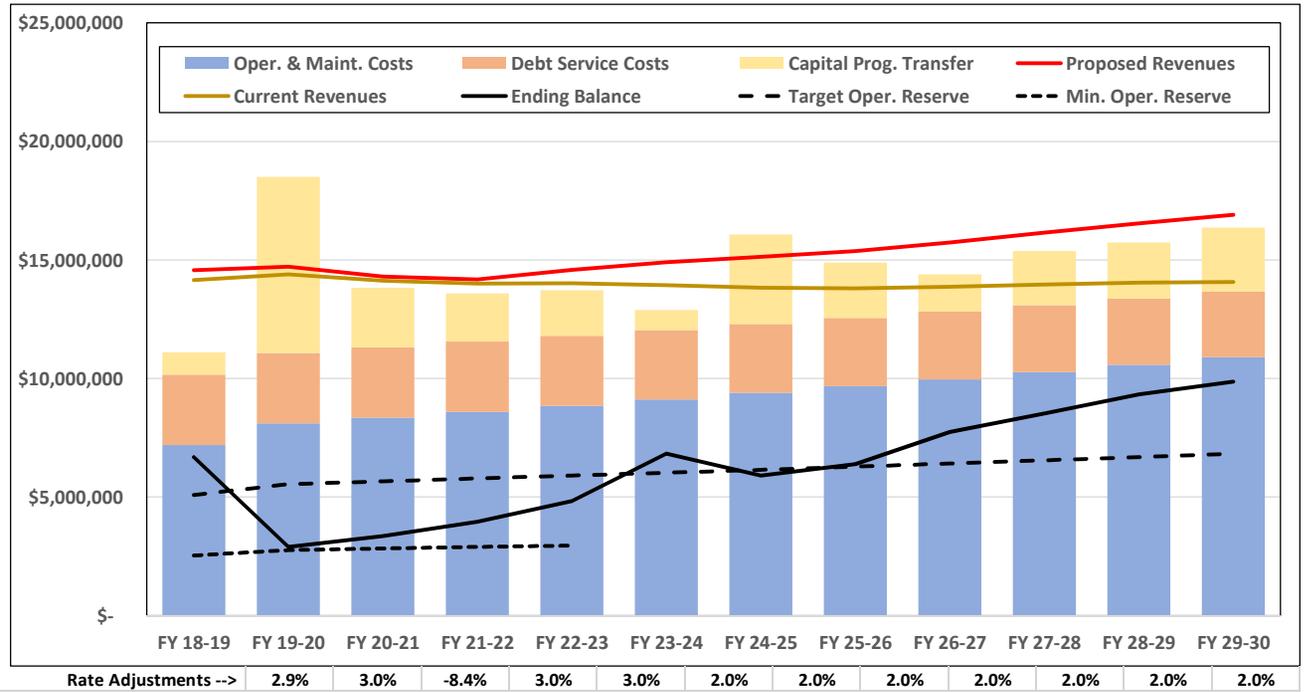
(5) Implemented by Council

WATER IMF FUND (FUND 562)

Beginning Balance	\$ 1,079,382	\$ 1,600,100	\$ 2,423,550	\$ 3,046,350	\$ 3,710,150	\$ 1,466,950	\$ 2,130,450	\$ 2,838,850	\$ 3,594,550	\$ 4,399,850	\$ 5,257,550	\$ 6,170,150
Revenues and Transfers In												
Interest Earnings	\$ -	\$ 48,000	\$ 72,700	\$ 91,400	\$ 111,300	\$ 44,000	\$ 63,900	\$ 85,200	\$ 107,800	\$ 132,000	\$ 157,700	\$ 185,100
Water IMF Revenue	\$ 1,021,758	\$ 775,450	\$ 550,100	\$ 572,400	\$ 595,500	\$ 619,500	\$ 644,500	\$ 670,500	\$ 697,500	\$ 725,700	\$ 754,900	\$ 785,400
Total Revenues and Transfers In	\$ 1,021,758	\$ 823,450	\$ 622,800	\$ 663,800	\$ 706,800	\$ 663,500	\$ 708,400	\$ 755,700	\$ 805,300	\$ 857,700	\$ 912,600	\$ 970,500
Water IMF Expend. & Transfers												
Water IMF Projects	\$ 1,000	\$ -	\$ -	\$ -	\$ 2,950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Cap. Fund for Debt Service	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Water IMF Expend.	\$ 501,000	\$ -	\$ -	\$ -	\$ 2,950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Balance	\$ 1,600,140	\$ 2,423,550	\$ 3,046,350	\$ 3,710,150	\$ 1,466,950	\$ 2,130,450	\$ 2,838,850	\$ 3,594,550	\$ 4,399,850	\$ 5,257,550	\$ 6,170,150	\$ 7,140,650
Owed Fund 560 for Debt Service	\$ 9,333,233	\$ 10,871,737	\$ 12,409,041	\$ 13,945,411	\$ 15,485,048	\$ 17,022,861	\$ 18,560,367	\$ 20,098,868	\$ 21,636,517	\$ 23,175,316	\$ 24,713,659	\$ 26,250,069

	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
Oper. & Maint. Costs	\$ 7,195,429	\$ 8,103,500	\$ 8,347,200	\$ 8,596,700	\$ 8,853,200	\$ 9,117,700	\$ 9,392,000	\$ 9,673,700	\$ 9,966,100	\$ 10,267,600	\$ 10,579,000	\$ 10,899,400
Debt Service Costs	\$ 2,969,156	\$ 2,969,756	\$ 2,967,956	\$ 2,966,556	\$ 2,952,656	\$ 2,929,520	\$ 2,907,259	\$ 2,885,452	\$ 2,856,572	\$ 2,829,500	\$ 2,798,914	\$ 2,764,815
Capital Prog. Transfer	\$ 944,590	\$ 7,426,000	\$ 2,520,000	\$ 2,021,000	\$ 1,912,000	\$ 844,000	\$ 3,768,000	\$ 2,328,000	\$ 1,568,000	\$ 2,274,000	\$ 2,354,000	\$ 2,708,000
Proposed Revenues	\$ 14,566,318	\$ 14,713,700	\$ 14,295,100	\$ 14,183,900	\$ 14,586,100	\$ 14,902,800	\$ 15,136,300	\$ 15,376,100	\$ 15,738,200	\$ 16,147,800	\$ 16,547,200	\$ 16,906,400
Ending Balance	\$ 6,683,378	\$ 2,897,844	\$ 3,357,744	\$ 3,957,344	\$ 4,825,544	\$ 6,837,081	\$ 5,906,142	\$ 6,395,048	\$ 7,742,528	\$ 8,519,201	\$ 9,334,486	\$ 9,868,685
Target Oper. Reserve	\$ 5,082,000	\$ 5,537,000	\$ 5,658,000	\$ 5,782,000	\$ 5,903,000	\$ 6,024,000	\$ 6,150,000	\$ 6,280,000	\$ 6,411,000	\$ 6,549,000	\$ 6,689,000	\$ 6,832,000
Min. Oper. Reserve	\$ 2,541,000	\$ 2,768,500	\$ 2,829,000	\$ 2,891,000	\$ 2,951,500							
Current Revenues	\$ 14,149,845	\$ 14,390,700	\$ 14,121,100	\$ 14,002,900	\$ 14,015,100	\$ 13,935,800	\$ 13,833,300	\$ 13,804,100	\$ 13,872,200	\$ 13,963,800	\$ 14,039,200	\$ 14,077,400

**Exhibit II-9
City of Lodi
Water System Financial Plan Summary**



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL FOREGOING 2020
PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT
FOR USAGE-BASED AND FLAT WATER RATES FOR RESIDENTIAL,
COMMERCIAL, AND INDUSTRIAL CUSTOMERS

WHEREAS, on March 20, 2019, City Council approved a five-year rate plan in accordance with the Proposition 218 rate setting process; and

WHEREAS, the proposed rate adjustments are needed to generate sufficient revenue to meet projected operation and maintenance costs and debt service obligations, as well as necessary capital maintenance improvements; and

WHEREAS, for the water and wastewater utilities, the annual rate adjustment, if approved, is the lesser of the Engineering News Record (ENR) index change or three percent, with the exception of the proposed January 1, 2021 water rate adjustment that includes a projected 5.3 percent decrease, to January 1, 2016 levels; and

WHEREAS, the previous year's ENR index change was 1.3 percent, but after evaluating the water utility's rate revenue model, it has been determined the utility can meet its revenue requirements without implementing this year's planned rate increase; and

WHEREAS, staff recommends foregoing the 2020 pre-approved Engineering News Record adjustment for usage-based and flat water rates for residential, commercial, and industrial customers.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby forego the 2020 pre-approved Engineering News Record adjustment for usage-based and flat water rates for residential, commercial, and industrial customers.

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

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

PAMELA M. FARRIS
Assistant City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize Staff to Solicit Proposals for Long Term Lease Agreement for City-Owned Buildings Located at 100 East Pine Street and 125 North Stockton Street

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Authorize staff to solicit proposals for long term lease agreement for City-owned buildings located at 100 East Pine Street and 125 North Stockton Street.

BACKGROUND INFORMATION: The City entered into a 10-year lease with the Lodi Adopt-A-Child Foundation (LAAC) on May 28, 2002, for the property located at 100 East Pine Street. The lease payment is \$1.00 per year.

In August 2009, Council authorized an eight-year extension of the lease in exchange for LAAC repaving the parking lot at its sole expense. The current lease expires on May 28, 2020, and allows additional extensions by mutual agreement and Council approval.

The LAAC has expressed an interest in extending the current lease beyond 2020 in accordance with the terms of the original lease and subsequent extensions, and has invested over \$250,000 in tenant improvements at the 100 East Pine Street site since the original lease was executed in 2002. In addition, there are currently two, non-profit organizations that have expressed interest in either occupying the building, or sharing the space, in a way that would accommodate both LAAC operations, along with the non-profit operations. At the request of both organizations, Council has recently held shirtsleeve meetings at Village Adult Development & Community Center, and the Community Partnership for Families of San Joaquin, to learn about their services and respective benefits to the community.

The lease for the business at the City-owned building located at 125 North Stockton Street is currently expired and is operating under a month-to-month term. Since this lease is expired, staff recommends including this location in the proposal process.

Considering the leases at both locations are either expired, or are about to expire, it is recommended Council authorize staff to solicit proposals from interested parties that will compete for the opportunity to conduct operations at either of these locations. The proposals would be evaluated based on overall community benefit and proposals that include cooperative use by multiple organizations will be encouraged.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/CES/tc

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving City of Lodi Pay Schedule Dated January 30, 2020

MEETING DATE: February 5, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving City of Lodi pay schedule dated January 30, 2020.

BACKGROUND INFORMATION: Public Employees' Retirement Law (PERL) Government Code sections 20636 and 20636.1 define earnable compensation for State, School, and Public Agency members. Only compensation that meets the provisions and regulations of the PERL will be considered by CalPERS for calculating retirement benefits. Government Code section 20636 and 20636.1 require pay schedules to be publicly available. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one schedule for each member's pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable. If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, the CalPERS Board, in its sole discretion, may determine an amount that will be considered to be payrate. CCR 570.5 outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay

As such, and in accordance with the above regulations, the Human Resources Manager will present, from time to time, an updated pay schedule for City Council adoption.

APPROVED: _____
Stephen Schwabauer, City Manager

Staff recommends Council adopt the resolution approving the attached City of Lodi salary schedule effective January 30, 2020.

FISCAL IMPACT: There is no fiscal impact

FUNDING AVAILABLE: Not applicable

Adele Post, Human Resources Manager

Andrew Keys, Deputy City Manager/Internal Services Director

City of Lodi
Salary Schedule as of January 30, 2020

Job	Description	Monthly Pay Rate				
		Step 0	Step 1	Step 2	Step 3	Step 4
1200	ACCOUNTANT	\$ 5,507.56	\$ 5,782.89	\$ 6,072.08	\$ 6,375.70	\$ 6,694.46
2000	ACCOUNTING CLERK	\$ 3,098.21	\$ 3,253.12	\$ 3,415.77	\$ 3,586.56	\$ 3,765.90
1540	ACCOUNTING MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2700	ADMINISTRATIVE CLERK	\$ 2,805.61	\$ 2,945.90	\$ 3,093.20	\$ 3,247.85	\$ 3,410.24
1900	ADMINISTRATIVE CLERK - CONF	\$ 2,974.88	\$ 3,123.62	\$ 3,279.81	\$ 3,443.80	\$ 3,615.99
1970	ADMINISTRATIVE SECRETAR - CONF	\$ 3,731.95	\$ 3,918.55	\$ 4,114.48	\$ 4,320.20	\$ 4,536.21
2702	ADMINISTRATIVE SECRETARY	\$ 3,731.95	\$ 3,918.55	\$ 4,114.48	\$ 4,320.20	\$ 4,536.21
2021	ANIMAL SERVICES SUPERVISOR	\$ 3,641.01	\$ 3,823.06	\$ 4,014.22	\$ 4,214.92	\$ 4,425.67
2603	AQUATICS COORDINATOR	\$ 3,695.70	\$ 3,880.49	\$ 4,074.52	\$ 4,278.24	\$ 4,492.15
2020	ASSISTANT ANIMAL SERVICES OFFI	\$ 3,166.18	\$ 3,324.48	\$ 3,490.71	\$ 3,665.25	\$ 3,848.51
1500	ASSISTANT CITY CLERK	\$ 4,814.00	\$ 5,054.70	\$ 5,307.43	\$ 5,572.80	\$ 5,851.44
1230	ASSISTANT ENGINEER	\$ 6,551.74	\$ 6,879.33	\$ 7,223.29	\$ 7,584.45	\$ 7,963.67
1235	ASSISTANT PLANNER	\$ 4,950.72	\$ 5,198.26	\$ 5,458.17	\$ 5,731.07	\$ 6,017.62
1240	ASSOCIATE CIVIL ENGINEER	\$ 7,206.90	\$ 7,567.25	\$ 7,945.60	\$ 8,342.89	\$ 8,760.03
1245	ASSOCIATE PLANNER	\$ 5,445.79	\$ 5,718.09	\$ 6,003.99	\$ 6,304.19	\$ 6,619.39
1300	ASST ENGINEER/PLANS EXAMINER	\$ 6,551.74	\$ 6,879.33	\$ 7,223.29	\$ 7,584.45	\$ 7,963.67
1511	BUDGET MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2072	BUILDING INSPECTOR I	\$ 4,309.18	\$ 4,514.04	\$ 4,739.75	\$ 4,976.74	\$ 5,225.57
2073	BUILDING INSPECTOR II	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
1310	BUILDING OFFICIAL	\$ 7,903.80	\$ 8,298.92	\$ 8,713.89	\$ 9,149.53	\$ 9,607.07
4701	BUILDING SERVICES SUPERVISOR	\$ 4,461.55	\$ 4,684.62	\$ 4,918.85	\$ 5,164.80	\$ 5,423.05
1530	BUSINESS DEVELOPMENT MANAGER	\$ 7,742.27	\$ 8,129.39	\$ 8,535.86	\$ 8,962.65	\$ 9,410.78
4150	CHIEF WASTEWATER PLANT OPERATO	\$ 5,529.24	\$ 5,805.70	\$ 6,095.99	\$ 6,400.78	\$ 6,720.83
1002	CITY ATTORNEY	\$ -	\$ -	\$ -	\$ -	\$ 14,805.57
1003	CITY CLERK	\$ -	\$ -	\$ -	\$ -	\$ 9,558.44
1250	CITY ENGINEER/DEP PW DIRECTOR	\$ 10,406.18	\$ 10,926.48	\$ 11,472.78	\$ 12,046.45	\$ 12,641.25
1001	CITY MANAGER	\$ -	\$ -	\$ -	\$ -	\$ 16,466.73
1306	CITY PLANNER	\$ 7,903.80	\$ 8,298.92	\$ 8,713.89	\$ 9,149.53	\$ 9,607.07
2022	CODE ENFORCEMENT OFFICER	\$ 4,503.81	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41
1372	COMMUNITY CENTER MANAGER	\$ 5,621.81	\$ 5,902.90	\$ 6,198.05	\$ 6,507.95	\$ 6,833.34
1170	COMMUNITY DEVELOPMENT DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 12,162.11
6400	COMMUNITY SERVICE OFFICER-P.D.	\$ 4,155.25	\$ 4,363.01	\$ 4,581.17	\$ 4,810.23	\$ 5,050.73
1255	COMPLIANCE ENGINEER	\$ 7,206.90	\$ 7,567.25	\$ 7,945.60	\$ 8,342.89	\$ 8,760.03
1260	CONSTRUCTION PROJECT MANAGER	\$ 6,873.57	\$ 7,217.26	\$ 7,578.12	\$ 7,957.02	\$ 8,354.87
6550	CONSTRUCTION/MAINT. SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 13,029.92
1210	CUSTOMER SERV SUP	\$ 5,118.12	\$ 5,374.03	\$ 5,642.73	\$ 5,924.88	\$ 6,221.11
2011	CUSTOMER SERVICE REP. I	\$ 2,816.57	\$ 2,957.40	\$ 3,105.26	\$ 3,260.52	\$ 3,423.55
2012	CUSTOMER SERVICE REP. II	\$ 3,098.21	\$ 3,253.12	\$ 3,415.77	\$ 3,586.56	\$ 3,765.90
1520	DEPUTY CITY ATTORNEY	\$ 8,415.55	\$ 8,836.32	\$ 9,278.14	\$ 9,742.05	\$ 10,229.15
1920	DEPUTY CITY CLERK	\$ 4,052.32	\$ 4,254.93	\$ 4,467.68	\$ 4,691.07	\$ 4,925.62
1100	DEPUTY CITY MANAGER	\$ -	\$ -	\$ -	\$ -	\$ 14,946.31
1375	DEPUTY DIRECTOR PRCS	\$ 7,803.92	\$ 8,194.12	\$ 8,603.82	\$ 9,034.01	\$ 9,485.71
6120	DEPUTY FIRE CHIEF	\$ 10,458.59	\$ 10,981.51	\$ 11,530.59	\$ 12,107.12	\$ 12,712.48
6430	DISPATCH SUPERVISOR	\$ 6,252.45	\$ 6,565.08	\$ 6,893.33	\$ 7,238.00	\$ 7,599.90
6410	DISPATCHER/JAILER	\$ 4,728.60	\$ 4,965.03	\$ 5,213.29	\$ 5,473.95	\$ 5,747.64
6513	DISTRIBUTION PLANNER	\$ 8,120.36	\$ 8,527.09	\$ 8,953.49	\$ 9,401.88	\$ 9,870.90
6514	DISTRIBUTION PLANNING SUP	\$ 8,934.84	\$ 9,379.67	\$ 9,849.10	\$ 10,342.67	\$ 10,858.27
1265	DPTY PUBLIC WORKS DIRECTOR-WWS	\$ 10,406.18	\$ 10,926.48	\$ 11,472.78	\$ 12,046.45	\$ 12,641.25
6535	ELEC DIST OPERATOR SUPERVISOR	\$ 9,047.91	\$ 9,497.74	\$ 9,976.33	\$ 10,473.52	\$ 10,999.47
1341	ELEC UTILITY BUSINESS ANALYST	\$ 6,609.57	\$ 6,940.07	\$ 7,287.08	\$ 7,651.43	\$ 8,034.00
1330	ELEC UTILITY SUPERINTENDENT	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
6503	ELECTRIC APPARATUS MECHANIC	\$ 7,059.91	\$ 7,413.19	\$ 7,785.74	\$ 8,174.01	\$ 8,584.46
6531	ELECTRIC DISTRIBUTION OPER I	\$ 6,633.34	\$ 6,965.01	\$ 7,313.76	\$ 7,678.45	\$ 8,063.38
6532	ELECTRIC DISTRIBUTION OPER II	\$ -	\$ -	\$ -	\$ 9,521.33	\$ 9,999.49
6505	ELECTRIC FOREMAN/FOREWOMAN	\$ -	\$ -	\$ -	\$ -	\$ 11,845.08
6500	ELECTRIC GROUNDWORKER	\$ 5,582.31	\$ 5,861.31	\$ 6,154.09	\$ 6,462.58	\$ 6,784.83
6501	ELECTRIC LINE APPRENTICE I	\$ 6,351.65	\$ 6,669.22	\$ 7,002.67	\$ 7,352.80	\$ 7,720.42
6502	ELECTRIC LINE APPRENTICE II	\$ 8,492.51	\$ 8,917.13	\$ -	\$ -	\$ -
6504	ELECTRIC LINEMAN/LINEWOMAN	\$ -	\$ -	\$ -	\$ 9,808.80	\$ 10,301.37
6507	ELECTRIC MATERIALS TECHNICIAN	\$ 6,321.10	\$ 6,637.06	\$ 6,969.13	\$ 7,317.51	\$ 7,683.17

City of Lodi
Salary Schedule as of January 30, 2020

6520	ELECTRIC TROUBLESHOOTER	\$ -	\$ -	\$ -	\$ -	\$ 10,542.11
1103	ELECTRIC UTILITY DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 16,017.43
1340	ELECTRIC UTILITY RATE ANALYST	\$ 6,901.73	\$ 7,246.91	\$ 7,609.21	\$ 7,989.63	\$ 8,389.20
6509	ELECTRICAL DRAFTING TECHNICIAN	\$ 5,949.34	\$ 6,247.24	\$ 6,558.65	\$ 6,887.01	\$ 7,231.45
1343	ELECTRICAL ENGINEER	\$ 8,827.31	\$ 9,268.68	\$ 9,732.10	\$ 10,218.71	\$ 10,729.65
6554	ELECTRICAL ENGINEERING TECH	\$ 6,545.11	\$ 6,871.28	\$ 7,215.13	\$ 7,576.68	\$ 7,953.94
6511	ELECTRICAL TECHNICIAN	\$ 9,420.00	\$ 9,890.88	\$ 10,385.31	\$ 10,904.53	\$ 11,450.14
6506	ELECTRICIAN	\$ -	\$ -	\$ -	\$ 8,086.49	\$ 8,492.56
2199	ENGINEERING AIDE	\$ 3,410.30	\$ 3,580.81	\$ 3,759.85	\$ 3,947.85	\$ 4,145.24
2200	ENGINEERING TECHNICIAN I	\$ 4,339.95	\$ 4,556.95	\$ 4,784.79	\$ 5,024.04	\$ 5,275.24
2201	ENGINEERING TECHNICIAN II	\$ 4,773.95	\$ 5,012.64	\$ 5,263.27	\$ 5,526.43	\$ 5,802.75
4160	ENVIRONMENTAL COMPLIANCE INSP.	\$ 4,578.62	\$ 4,807.55	\$ 5,047.93	\$ 5,300.32	\$ 5,565.34
4161	ENVIRONMENTAL COMPLIANCE INSP.	\$ 4,614.94	\$ 4,845.69	\$ 5,087.97	\$ 5,342.37	\$ 5,609.49
4000	EQUIPMENT SERVICE WORKER	\$ 3,354.82	\$ 3,522.56	\$ 3,698.69	\$ 3,883.62	\$ 4,077.81
4001	EQUIPMENT SERVICE WORKER	\$ 3,400.22	\$ 3,570.24	\$ 3,748.75	\$ 3,936.19	\$ 4,133.00
1328	EU RESOURCES ANALYST	\$ 8,688.38	\$ 9,122.80	\$ 9,578.94	\$ 10,057.88	\$ 10,560.78
2605	EVENT COORDINATOR	\$ 4,418.24	\$ 4,639.14	\$ 4,871.10	\$ 5,114.66	\$ 5,370.40
1955	EXECUTIVE ADMINISTRATIVE ASST	\$ 4,692.29	\$ 4,926.90	\$ 5,173.25	\$ 5,431.91	\$ 5,703.51
4055	FACILITIES MAINT WORKER	\$ 3,687.24	\$ 3,871.60	\$ 4,065.18	\$ 4,268.44	\$ 4,481.86
1393	FACILITIES SUPERINTENDENT	\$ 6,560.67	\$ 6,888.70	\$ 7,233.14	\$ 7,594.79	\$ 7,974.53
4050	FACILITIES SUPERVISOR	\$ 4,664.67	\$ 4,897.90	\$ 5,142.79	\$ 5,399.94	\$ 5,669.93
2050	FIELD SERVICES REPRESENTATIVE	\$ 3,830.20	\$ 4,021.71	\$ 4,222.80	\$ 4,433.94	\$ 4,655.64
2051	FIELD SERVICES SUPERVISOR	\$ 4,409.04	\$ 4,629.49	\$ 4,860.96	\$ 5,104.00	\$ 5,359.21
2014	FINANCE TECHNICIAN	\$ 3,748.84	\$ 3,936.28	\$ 4,133.10	\$ 4,339.76	\$ 4,556.74
6100	FIRE BATTALION CHIEF	\$ 8,715.50	\$ 9,151.27	\$ 9,608.83	\$ 10,089.27	\$ 10,593.74
6101	FIRE BATTALION CHIEF - 112 HRS	\$ 8,715.50	\$ 9,151.27	\$ 9,608.83	\$ 10,089.27	\$ 10,593.74
6040	FIRE CAPTAIN	\$ 6,937.95	\$ 7,284.84	\$ 7,649.08	\$ 8,031.52	\$ 8,433.12
6041	FIRE CAPTAIN - 80 HOURS	\$ 6,937.95	\$ 7,284.84	\$ 7,649.08	\$ 8,031.52	\$ 8,433.12
6042	FIRE CAPTAIN - ACTING	\$ 6,735.88	\$ 7,072.67	\$ 7,426.29	\$ 7,797.60	\$ 8,187.49
1102	FIRE CHIEF	\$ -	\$ -	\$ -	\$ -	\$ 14,820.82
6021	FIRE ENGINEER	\$ 5,993.26	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84
6020	FIRE ENGINEER - 80 HOURS	\$ 5,993.26	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84
6001	FIRE FIGHTER I	\$ 4,695.87	\$ -	\$ -	\$ -	\$ -
6000	FIRE FIGHTER I - 112 HOURS	\$ 4,695.87	\$ -	\$ -	\$ -	\$ -
6002	FIRE FIGHTER II	\$ 5,177.17	\$ 5,436.02	\$ 5,707.81	\$ 5,993.21	\$ 6,292.86
6003	FIRE FIGHTER II-80	\$ 5,177.17	\$ 5,436.02	\$ 5,707.81	\$ 5,993.21	\$ 6,292.86
6050	FIRE INSPECTOR	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84	\$ 7,649.09
4040	FLEET SERVICES SUPERVISOR	\$ 5,092.78	\$ 5,347.42	\$ 5,614.80	\$ 5,895.54	\$ 6,190.31
1395	FLEET SUPERINTENDENT	\$ 6,090.97	\$ 6,395.52	\$ 6,715.30	\$ 7,051.06	\$ 7,403.61
4020	HEAVY EQUIPMENT MECHANIC	\$ 4,026.21	\$ 4,227.52	\$ 4,438.89	\$ 4,660.84	\$ 4,893.89
4021	HEAVY EQUIPMENT MECHANIC	\$ 4,207.82	\$ 4,418.22	\$ 4,639.13	\$ 4,871.08	\$ 5,114.64
1550	HUMAN RESOURCES MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
1930	HUMAN RESOURCES TECHNICIAN	\$ 3,958.70	\$ 4,156.63	\$ 4,364.46	\$ 4,582.69	\$ 4,811.82
1225	INFORMATION SYSTEMS MANAGER	\$ 7,776.15	\$ 8,164.96	\$ 8,573.22	\$ 9,001.87	\$ 9,451.97
2400	INFORMATION SYSTEMS SPECIALIST	\$ 4,257.83	\$ 4,470.74	\$ 4,694.56	\$ 4,928.97	\$ 5,175.42
1226	INFORMATION TECHNOLOGY MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2203	JUNIOR ENGINEER	\$ 5,671.44	\$ 5,955.02	\$ 6,252.76	\$ 6,565.40	\$ 6,893.67
2208	JUNIOR PLANNER	\$ 4,285.54	\$ 4,499.81	\$ 4,724.80	\$ 4,961.04	\$ 5,209.10
2071	JUNIOR PLANS EXAMINER/ENGINEER	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
4075	LABORATORY SUPERVISOR	\$ 5,529.24	\$ 5,805.71	\$ 6,095.99	\$ 6,400.79	\$ 6,720.83
4070	LABORATORY TECHNICIAN I	\$ 3,646.96	\$ 3,829.31	\$ 4,020.78	\$ 4,221.82	\$ 4,432.90
4071	LABORATORY TECHNICIAN II	\$ 4,011.34	\$ 4,211.91	\$ 4,422.50	\$ 4,643.63	\$ 4,875.81
6420	LEAD DISPATCHER/JAILER	\$ 5,014.64	\$ 5,265.37	\$ 5,528.64	\$ 5,805.07	\$ 6,095.32
6508	LEAD ELECTRICIAN	\$ -	\$ -	\$ -	\$ -	\$ 9,341.85
4010	LEAD EQUIPMENT MECHANIC	\$ 4,428.83	\$ 4,650.27	\$ 4,882.78	\$ 5,126.92	\$ 5,383.27
4011	LEAD EQUIPMENT MECHANIC	\$ 4,610.44	\$ 4,840.96	\$ 5,083.02	\$ 5,337.17	\$ 5,604.02
1940	LEGAL SECRETARY	\$ 4,468.85	\$ 4,692.29	\$ 4,926.91	\$ 5,173.25	\$ 5,431.91
1350	LIBRARIAN I	\$ 4,714.96	\$ 4,950.71	\$ 5,198.25	\$ 5,458.16	\$ 5,731.07
1351	LIBRARIAN II	\$ 5,186.47	\$ 5,445.79	\$ 5,718.08	\$ 6,003.99	\$ 6,304.18
2500	LIBRARY ASSISTANT	\$ 2,945.91	\$ 3,093.20	\$ 3,247.86	\$ 3,410.25	\$ 3,580.76
1105	LIBRARY DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 10,712.00
1356	LIBRARY SERVICES MANAGER	\$ 6,209.34	\$ 6,519.74	\$ 6,845.78	\$ 7,188.09	\$ 7,547.46

City of Lodi
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2510	LIBRARY TECHNICIAN	\$ 3,726.56	\$ 3,912.88	\$ 4,108.53	\$ 4,313.96	\$ 4,529.65
1355	LITERACY/VOLUNTEER MANAGER	\$ 4,326.92	\$ 4,543.26	\$ 4,770.43	\$ 5,008.95	\$ 5,259.39
4080	MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4081	MAINTENANCE WORKER II	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
1380	MANAGEMENT ANALYST	\$ 5,482.92	\$ 5,757.06	\$ 6,044.85	\$ 6,347.21	\$ 6,664.52
1570	MANAGEMENT ANALYST - CONF	\$ 5,482.92	\$ 5,757.06	\$ 6,044.91	\$ 6,347.16	\$ 6,664.52
6540	METERING TECHNICIAN	\$ -	\$ -	\$ -	\$ -	\$ 9,223.87
1320	MGR. ENGINEERING & OPERATIONS	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
1315	NEIGHBORHOOD SERVICES MANAGER	\$ 7,905.97	\$ 8,301.16	\$ 8,716.28	\$ 9,152.09	\$ 9,609.70
1220	NETWORK ADMINISTRATOR	\$ 7,456.42	\$ 7,829.22	\$ 8,220.73	\$ 8,631.77	\$ 9,063.36
2401	NETWORK TECHNICIAN	\$ 5,106.17	\$ 5,361.48	\$ 5,629.55	\$ 5,911.03	\$ 6,206.59
4710	PARK MAINTENANCE WORKER I	\$ 3,041.43	\$ 3,193.51	\$ 3,353.18	\$ 3,520.84	\$ 3,696.88
4711	PARK MAINTENANCE WORKER II	\$ 3,345.27	\$ 3,512.52	\$ 3,688.15	\$ 3,872.55	\$ 4,066.19
4712	PARK MAINTENANCE WORKER III	\$ 3,679.89	\$ 3,865.89	\$ 4,057.08	\$ 4,259.94	\$ 4,472.93
1360	PARK SUPERINTENDENT	\$ 6,786.02	\$ 7,125.32	\$ 7,481.59	\$ 7,855.67	\$ 8,248.45
4740	PARK SUPERVISOR	\$ 4,664.67	\$ 4,897.90	\$ 5,142.79	\$ 5,399.94	\$ 5,669.93
2027	PARKING ENFORCEMENT ASSISTANT	\$ 3,190.56	\$ 3,350.09	\$ 3,517.60	\$ 3,693.48	\$ 3,878.15
2600	PARKS PROJECT COORDINATOR	\$ 5,251.34	\$ 5,513.91	\$ 5,789.59	\$ 6,079.08	\$ 6,383.03
1104	PARKS,REC & CULTURAL SERV DIR.	\$ -	\$ -	\$ -	\$ -	\$ 11,874.68
4030	PARTS CLERK	\$ 3,195.47	\$ 3,355.25	\$ 3,523.01	\$ 3,699.16	\$ 3,884.12
2016	PAYROLL TECHNICIAN	\$ 3,748.84	\$ 3,936.28	\$ 4,133.10	\$ 4,339.76	\$ 4,556.74
2070	PERMIT TECHNICIAN	\$ 3,544.36	\$ 3,721.62	\$ 3,907.70	\$ 4,103.09	\$ 4,308.24
4130	PLANT & EQUIPMENT MECHANIC	\$ 4,162.30	\$ 4,370.34	\$ 4,588.74	\$ 4,818.10	\$ 5,059.02
4131	PLANT & EQUIPMENT MECHANIC A	\$ 4,519.25	\$ 4,745.21	\$ 4,982.47	\$ 5,231.59	\$ 5,493.17
6300	POLICE CAPTAIN	\$ 11,612.86	\$ 12,193.49	\$ 12,803.17	\$ 13,443.32	\$ 14,115.49
1101	POLICE CHIEF	\$ -	\$ -	\$ -	\$ -	\$ 17,973.73
6220	POLICE CORPORAL	\$ 7,055.12	\$ 7,407.88	\$ 7,778.28	\$ 8,167.19	\$ 8,575.54
6310	POLICE LIEUTENANT	\$ 9,677.39	\$ 10,161.25	\$ 10,669.31	\$ 11,202.78	\$ 11,762.91
6210	POLICE OFFICER	\$ 6,655.77	\$ 6,988.56	\$ 7,337.99	\$ 7,704.90	\$ 8,090.14
6200	POLICE OFFICER TRAINEE	\$ 5,422.31	\$ 5,693.42	\$ 5,978.10	\$ 6,277.00	\$ 6,590.85
2024	POLICE RECORD CLERK I	\$ 2,784.76	\$ 2,923.99	\$ 3,070.20	\$ 3,223.70	\$ 3,384.90
2023	POLICE RECORDS CLERK II	\$ 3,063.25	\$ 3,216.40	\$ 3,377.22	\$ 3,546.09	\$ 3,723.39
2026	POLICE RECORDS CLERK SUPERVISR	\$ 3,522.19	\$ 3,698.31	\$ 3,883.22	\$ 4,077.37	\$ 4,281.25
6320	POLICE SERGEANT	\$ 8,064.49	\$ 8,467.70	\$ 8,891.09	\$ 9,335.64	\$ 9,802.43
2602	PROGRAM COORDINATOR	\$ 3,278.39	\$ 3,442.30	\$ 3,614.41	\$ 3,795.14	\$ 3,984.90
2405	PROGRAMMER/ANALYST	\$ 4,932.56	\$ 5,172.11	\$ 5,430.71	\$ 5,702.25	\$ 5,987.36
6440	PROPERTY & EVIDENCE TECHNICIAN	\$ 4,155.25	\$ 4,363.01	\$ 4,581.17	\$ 4,810.23	\$ 5,050.73
1390	PUBLIC WORK MANAGEMENT ANALYST	\$ 6,305.35	\$ 6,620.62	\$ 6,951.65	\$ 7,299.24	\$ 7,664.20
1106	PUBLIC WORKS DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 14,600.65
2204	PUBLIC WORKS INSPECTOR I	\$ 4,299.10	\$ 4,514.04	\$ 4,739.75	\$ 4,976.74	\$ 5,225.57
2205	PUBLIC WORKS INSPECTOR II	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
1325	RATES AND RESOURCE MANAGER	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
1365	RECREATION MANAGER	\$ 5,110.68	\$ 5,366.25	\$ 5,634.62	\$ 5,916.34	\$ 6,212.13
1370	RECREATION SUPERINTENDENT	\$ 5,621.80	\$ 5,902.90	\$ 6,198.04	\$ 6,507.94	\$ 6,833.34
1206	REVENUE MANAGER	\$ 8,135.92	\$ 8,542.71	\$ 8,969.85	\$ 9,418.34	\$ 9,889.26
1935	RISK MANAGEMENT TECHNICIAN	\$ 3,958.70	\$ 4,156.63	\$ 4,364.46	\$ 4,582.69	\$ 4,811.82
1560	RISK MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
1950	SECRETARY TO THE CITY MANAGER	\$ 4,692.29	\$ 4,926.90	\$ 5,173.25	\$ 5,431.91	\$ 5,703.51
2701	SENIOR ADMINISTRATIVE CLERK	\$ 3,086.18	\$ 3,240.48	\$ 3,402.52	\$ 3,572.64	\$ 3,751.27
1270	SENIOR CIVIL ENGINEER	\$ 8,130.68	\$ 8,537.47	\$ 8,964.26	\$ 9,412.73	\$ 9,882.86
6512	SENIOR ELECTRICAL TECHNICIAN	\$ 10,381.06	\$ 10,900.74	\$ 11,444.72	\$ 12,017.94	\$ 12,618.02
2202	SENIOR ENGINEERING TECHNICIAN	\$ 5,251.34	\$ 5,513.91	\$ 5,789.59	\$ 6,079.08	\$ 6,383.03
4060	SENIOR FACILITIES MAINT WORKER	\$ 4,055.96	\$ 4,258.75	\$ 4,471.69	\$ 4,695.28	\$ 4,930.04
2505	SENIOR LIBRARY ASSISTANT	\$ 3,240.48	\$ 3,402.52	\$ 3,572.64	\$ 3,751.27	\$ 3,938.83
1305	SENIOR PLANNER	\$ 6,632.61	\$ 6,964.27	\$ 7,312.42	\$ 7,678.11	\$ 8,062.00
2025	SENIOR POLICE ADMIN. CLERK	\$ 3,266.87	\$ 3,430.22	\$ 3,601.72	\$ 3,781.80	\$ 3,970.90
1335	SENIOR POWER ENGINEER	\$ 9,710.13	\$ 10,195.64	\$ 10,705.42	\$ 11,240.69	\$ 11,802.73
1215	SENIOR PROGRAMMER/ANALYST	\$ 6,777.49	\$ 7,116.36	\$ 7,472.22	\$ 7,845.93	\$ 8,238.22
4140	SENIOR STOREKEEPER	\$ 3,781.55	\$ 3,970.62	\$ 4,169.16	\$ 4,377.61	\$ 4,596.50
1275	SENIOR TRAFFIC ENGINEER	\$ 8,131.48	\$ 8,538.30	\$ 8,965.13	\$ 9,413.62	\$ 9,883.81
4035	SERVICE WRITER	\$ 3,195.47	\$ 3,355.25	\$ 3,523.01	\$ 3,699.16	\$ 3,884.12
6555	SR ELECTRICAL ENGINEERING TECH	\$ 7,775.37	\$ 8,163.72	\$ 8,571.16	\$ 8,999.84	\$ 9,449.70

City of Lodi
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2017	SR. PAYROLL TECHNICIAN	\$ 4,123.72	\$ 4,329.91	\$ 4,546.41	\$ 4,773.73	\$ 5,012.41
4082	STREET MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4090	STREET MAINTENANCE WORKER I	\$ 3,275.18	\$ 3,438.93	\$ 3,610.89	\$ 3,791.43	\$ 3,981.00
4083	STREET MAINTENANCE WORKER II	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
4092	STREET MAINTENANCE WORKER II	\$ 3,593.78	\$ 3,773.46	\$ 3,962.14	\$ 4,160.24	\$ 4,368.25
4100	STREET MAINTENANCE WORKER III	\$ 3,863.68	\$ 4,056.86	\$ 4,259.70	\$ 4,472.69	\$ 4,696.32
4101	STREET MAINTENANCE WORKER III	\$ 3,981.73	\$ 4,180.81	\$ 4,389.85	\$ 4,609.35	\$ 4,839.81
4110	STREET SUPERVISOR	\$ 4,897.32	\$ 5,142.19	\$ 5,399.30	\$ 5,669.26	\$ 5,952.72
4111	STREET SUPERVISOR	\$ 5,051.69	\$ 5,304.27	\$ 5,569.49	\$ 5,847.97	\$ 6,140.36
6565	SUBSTATION TECHNICIAN	\$ -	\$ -	\$ -	\$ 10,904.53	\$ 11,450.14
6560	SUBSTATION/METERING SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 13,029.92
1205	SUPERVISING ACCOUNTANT	\$ 6,482.61	\$ 6,806.73	\$ 7,147.08	\$ 7,504.43	\$ 7,879.65
1510	SUPERVISING BUDGET ANALYST	\$ 6,748.59	\$ 7,084.06	\$ 7,438.27	\$ 7,810.18	\$ 8,200.69
2013	SUPERVISING CUSTOMER SERV.REP.	\$ 3,675.33	\$ 3,859.10	\$ 4,052.05	\$ 4,254.66	\$ 4,467.39
4120	TRAFFIC/SIGN MAKING WORKER	\$ 3,345.27	\$ 3,512.52	\$ 3,688.15	\$ 3,872.55	\$ 4,066.19
1295	TRANSPORTATION MANAGER	\$ 8,131.48	\$ 8,538.30	\$ 8,965.13	\$ 9,413.62	\$ 9,883.81
6521	TROUBLESHOOTING SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 11,845.08
1267	UTILITIES MANAGER	\$ 9,454.58	\$ 9,927.32	\$ 10,423.69	\$ 10,944.86	\$ 11,492.11
2015	UTILITY BILLING SPECIALIST	\$ 3,408.04	\$ 3,578.44	\$ 3,757.36	\$ 3,945.23	\$ 4,142.49
6530	UTILITY EQUIPMENT SPECIALIST	\$ 6,139.75	\$ 6,447.65	\$ 6,770.86	\$ 7,108.44	\$ 7,464.67
1280	UTILITY SUPERINTENDENT	\$ 8,202.49	\$ 8,612.61	\$ 9,043.23	\$ 9,495.39	\$ 9,970.17
4086	W/WWW MAINTENANCE WORKER 2	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
4085	W/WWW MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4170	WASTEWATER PLANT OPERATOR I	\$ 3,971.93	\$ 4,170.53	\$ 4,379.05	\$ 4,598.00	\$ 4,827.90
4172	WASTEWATER PLANT OPERATOR II	\$ 4,369.24	\$ 4,587.70	\$ 4,817.09	\$ 5,057.94	\$ 5,310.83
4173	WASTEWATER PLANT OPERATOR III	\$ 4,806.17	\$ 5,046.47	\$ 5,298.79	\$ 5,563.74	\$ 5,841.92
1285	WASTEWATER PLANT SUPERINTENDEN	\$ 7,728.83	\$ 8,115.17	\$ 8,520.99	\$ 8,947.05	\$ 9,394.38
4180	WATER / WASTEWATER SUPERVISOR	\$ 5,265.85	\$ 5,529.31	\$ 5,805.54	\$ 6,095.99	\$ 6,400.85
4181	WATER / WASTEWATER SUPERVISOR	\$ 5,703.66	\$ 5,988.84	\$ 6,288.28	\$ 6,602.70	\$ 6,932.83
4200	WATER PLANT OPERATOR II	\$ 4,369.24	\$ 4,587.70	\$ 4,817.09	\$ 5,057.94	\$ 5,310.83
4201	WATER PLANT OPERATOR III	\$ 4,806.17	\$ 5,046.47	\$ 5,298.79	\$ 5,563.74	\$ 5,841.92
1290	WATER PLANT SUPERINTENDENT	\$ 7,728.83	\$ 8,115.17	\$ 8,520.99	\$ 8,947.05	\$ 9,394.38
2206	WATER SERVICES TECHNICIAN I	\$ 5,098.39	\$ 5,353.30	\$ 5,620.97	\$ 5,902.01	\$ 6,197.11
2207	WATER SERVICES TECHNICIAN II	\$ 5,608.21	\$ 5,888.62	\$ 6,183.06	\$ 6,492.21	\$ 6,816.83
4210	WATER/WASTEWATER MAINT WKR I	\$ 3,302.73	\$ 3,467.86	\$ 3,641.26	\$ 3,823.32	\$ 4,014.49
4211	WATER/WASTEWATER MAINT WKR II	\$ 3,664.01	\$ 3,847.21	\$ 4,039.58	\$ 4,241.55	\$ 4,453.63
4212	WATER/WASTEWATER MAINT WKR III	\$ 3,863.68	\$ 4,056.85	\$ 4,259.71	\$ 4,472.69	\$ 4,696.32
4213	WATER/WASTEWATER MAINT WKR III	\$ 4,136.26	\$ 4,343.09	\$ 4,560.24	\$ 4,788.24	\$ 5,027.66
2209	WATERSHED PROGRAM COORDINATOR	\$ 3,278.39	\$ 3,442.30	\$ 3,614.41	\$ 3,795.14	\$ 3,984.90
4220	WELDER - MECHANIC	\$ 4,026.11	\$ 4,227.57	\$ 4,438.97	\$ 4,660.90	\$ 4,893.93
2028	YOUTH OUTREACH WORKER	\$ 3,580.81	\$ 3,796.80	\$ 4,024.15	\$ 4,264.76	\$ 4,564.12

Job	Description	Hourly Pay Rate				
		Step 0	Step 1	Step 2	Step 3	Step 4
7000	PT - ACCOUNTANT	\$ 39.60	\$ -	\$ -	\$ -	\$ -
7045	PT - ADMINISTRATIVE CLERK	\$ 15.25	\$ 16.02	\$ 16.82	\$ 17.66	\$ 18.54
7050	PT - ADMINISTRATIVE CLERK - RE	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.00	\$ 18.90
7040	PT - ADMINISTRATIVE SUPPORT	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
7160	PT - AQUATICS COORDINATOR	\$ 19.51	\$ 20.48	\$ 21.50	\$ 22.58	\$ 23.71
7170	PT - AQUATICS FITNESS INSTRUCT	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7550	PT - ASST. ANIMAL CONTROL OFC.	\$ 16.71	\$ 17.55	\$ 18.42	\$ 19.36	\$ 20.31
7310	PT - BOAT ATTENDANT I	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7180	PT - CASHIER	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7500	PT - CITY COUNCIL	\$ 396.96	\$ -	\$ -	\$ -	\$ -
7510	PT - CITY PLANNING COMMISSIONE	\$ 20.00	\$ -	\$ -	\$ -	\$ -
7620	PT - CODE ENFORCEMENT OFFICER	\$ 21.61	\$ 22.69	\$ 23.82	\$ 25.01	\$ 26.26
7595	PT - COMMUNITY SERVICE OFFICER	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
7640	PT - CONSULTANT	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -
7590	PT - COURT LIAISON OFFICER	\$ 21.06	\$ -	\$ -	\$ -	\$ -
7010	PT - CUSTOMER SERVICE REP	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61
7720	PT - DEPUTY CITY CLK (RET ANN)	\$ 23.38	\$ 24.55	\$ 25.78	\$ 27.06	\$ 28.42
7060	PT - DOCENT COORDINATOR	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15

City of Lodi
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7490	PT - DPTY WATER CONSERVATION O	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
7100	PT - ELECTRIC ESTIMATOR	\$ 62.35	\$ -	\$ -	\$ -	\$ -
7090	PT - ELECTRICAL TECHNICIAN	\$ 57.42	\$ -	\$ -	\$ -	\$ -
7250	PT - EVENT AND FACILITIES ATTE	\$ 14.73	\$ 15.47	\$ 16.24	\$ 17.05	\$ 17.90
7455	PT - FACILITY MAINT WORKER	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63	\$ 25.86
7460	PT - FACILITY SUPERVISOR	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
7115	PT - FIELD SERVICES REPRESENTA	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.11	\$ 25.31
7020	PT - FINANCE TECHNICIAN	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05
7320	PT - GATE ATTENDANT - RECREATI	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7450	PT - HEAVY EQUIPMENT MECHANIC	\$ 21.04	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
7230	PT - HOUSE MANAGER	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
7303	PT - INSTRUCTOR-SWIM	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7070	PT - INTERN	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
7302	PT - KENNEL TECHNICIAN	\$ 14.73	\$ 15.46	\$ 16.24	\$ 17.05	\$ 17.90
7290	PT - LABORER A	\$ 13.00	\$ 13.65	\$ 14.33	\$ -	\$ -
7300	PT - LABORER B	\$ 13.18	\$ 13.83	\$ 14.53	\$ 15.25	\$ 16.02
7710	PT - LEGAL SECRETARY (RET ANN)	\$ 25.78	\$ 27.07	\$ 28.43	\$ 29.85	\$ 31.34
7430	PT - LIBRARIAN II	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.19	\$ 31.68
7420	PT - LIBRARIAN'S ASSOCIATE	\$ 17.04	\$ 17.89	\$ 18.78	\$ 19.73	\$ 20.70
7410	PT - LIBRARY AID	\$ 13.00	\$ 13.43	\$ 14.10	\$ 14.81	\$ 15.55
7445	PT - LIBRARY ASSISTANT	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90
7440	PT - LIBRARY PAGE	\$ 11.00	\$ 11.55	\$ 12.13	\$ 12.73	\$ 13.37
7200	PT - LIFEGUARD	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7220	PT - LYC COORDINATOR	\$ 16.00	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44
7480	PT - MANAGEMENT ANALYST	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.49
7650	PT - MARKETING COORDINATOR	\$ 22.55	\$ 23.74	\$ 24.99	\$ 26.31	\$ 27.69
7110	PT - METER READER	\$ 18.14	\$ 19.32	\$ 20.28	\$ 21.30	\$ 22.36
7330	PT - PARK ATTENDANT	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7585	PT - PARKING ENFORCEMENT ASST	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08	\$ 21.08
7565	PT - PARTNERS PROGR SUPERVISOR	\$ 23.00	\$ 24.15	\$ 25.36	\$ 26.63	\$ 27.96
7600	PT - POL. OFFICER/CRIME ANALYS	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7570	PT - POLICE CHAPLAIN	\$ 20.00	\$ -	\$ -	\$ -	\$ -
7560	PT - POLICE OFFICER	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7561	PT - POLICE OFFICER RETRD ANNU	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7580	PT - POLICE RECORDS CLERK	\$ 14.70	\$ 15.43	\$ 16.21	\$ 17.02	\$ 17.87
7630	PT - PROF. STANDARDS OFFICER	\$ 50.00	\$ 55.00	\$ -	\$ -	\$ -
7260	PT - PROGRAM COORDINATOR	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44	\$ 20.04
7520	PT - PROGRAMMER/ANALYST	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03
7575	PT - PROPERTY & EVIDENCE TECH	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
7080	PT - PW INTERN	\$ -	\$ 13.00	\$ 13.23	\$ 13.90	\$ 14.59
7400	PT - REC.SCOREKEEPER	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7360	PT - RECREATION LEADER	\$ 13.00	\$ 13.65	\$ -	\$ -	\$ -
7370	PT - RECREATION SPECIALIST	\$ 14.65	\$ 15.38	\$ -	\$ -	\$ -
7380	PT - RECREATION SUPERVISOR	\$ 12.91	\$ 14.24	\$ -	\$ -	\$ -
7240	PT - RENTAL CONSULTANT	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16	\$ 18.02
7270	PT - SCENE TECHNICIAN	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00
7030	PT - SENIOR ADMIN CLERK	\$ 16.78	\$ 17.62	\$ 18.50	\$ 19.42	\$ 20.39
7470	PT - SENIOR CIVIL ENGINEER	\$ 37.84	\$ 39.73	\$ 41.72	\$ 43.80	\$ 45.99
7210	PT - SENIOR LIFEGUARD	\$ -	\$ -	\$ 15.32	\$ 16.08	\$ 16.89
7350	PT - SMALL CRAFT OPERATOR	\$ 17.00	\$ -	\$ -	\$ -	\$ -
7391	PT - SPORTS OFFICIAL - ADULT	\$ 25.00	\$ -	\$ -	\$ -	\$ -
7390	PT - SPORTS OFFICIAL - YOUTH	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
7540	PT - SR PROGRAMMER/ANALYST	\$ 32.46	\$ 34.08	\$ 35.79	\$ 37.58	\$ 39.46
7280	PT - STAGE TECHNICIAN	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
7605	PT - SUPPORT SVCS OFFICER	\$ 32.74	\$ -	\$ -	\$ -	\$ -
7530	PT - TECHNOLOGY SUPPRT SPECIAL	\$ 23.04	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00
7130	PT - UTILITY EQUIP. SPECIALIST	\$ 28.06	\$ 29.47	\$ 30.95	\$ 32.49	\$ 34.12
7120	PT - UTILITY SERVICE OPERATOR	\$ 60.89	\$ -	\$ -	\$ -	\$ -
7660	PT - YOUTH OUTREACH WORKER	\$ 18.90	\$ 20.04	\$ 21.24	\$ 22.51	\$ 24.09

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE CITY OF LODI PAY SCHEDULE
EFFECTIVE JANUARY 30, 2020, PURSUANT TO
PUBLIC EMPLOYEES' RETIREMENT LAW,
GOVERNMENT CODE SECTIONS 20636 AND
20636.1 AND CALIFORNIA CODE OF
REGULATIONS SECTION 570.5

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WHEREAS, the City of Lodi contracts with California Public Employees' Retirement System (CalPERS) to provide retirement benefits for its employees who are members; and

WHEREAS, all employers must comply with compensation earnable provisions and corresponding regulations of the Public Employees' Retirement Law (PERL) and California Code of Regulations, Section 570.5; and

WHEREAS, the regulations require employers to review their pay schedules and to verify that all members' pay amounts are accurately reported and approved by the governing body in accordance with requirements of applicable public meeting laws; and

WHEREAS, the Human Resources Manager verifies that the attached pay schedule, dated January 30, 2020, conforms with the requirements under the PERL and the California Code of Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City of Lodi pay schedule effective January 30, 2020, attached hereto and made a part of this Resolution.

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

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____

City of Lodi
Salary Schedule as of January 30, 2020

Job	Description	Monthly Pay Rate				
		Step 0	Step 1	Step 2	Step 3	Step 4
1200	ACCOUNTANT	\$ 5,507.56	\$ 5,782.89	\$ 6,072.08	\$ 6,375.70	\$ 6,694.46
2000	ACCOUNTING CLERK	\$ 3,098.21	\$ 3,253.12	\$ 3,415.77	\$ 3,586.56	\$ 3,765.90
1540	ACCOUNTING MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2700	ADMINISTRATIVE CLERK	\$ 2,805.61	\$ 2,945.90	\$ 3,093.20	\$ 3,247.85	\$ 3,410.24
1900	ADMINISTRATIVE CLERK - CONF	\$ 2,974.88	\$ 3,123.62	\$ 3,279.81	\$ 3,443.80	\$ 3,615.99
1970	ADMINISTRATIVE SECRETAR - CONF	\$ 3,731.95	\$ 3,918.55	\$ 4,114.48	\$ 4,320.20	\$ 4,536.21
2702	ADMINISTRATIVE SECRETARY	\$ 3,731.95	\$ 3,918.55	\$ 4,114.48	\$ 4,320.20	\$ 4,536.21
2021	ANIMAL SERVICES SUPERVISOR	\$ 3,641.01	\$ 3,823.06	\$ 4,014.22	\$ 4,214.92	\$ 4,425.67
2603	AQUATICS COORDINATOR	\$ 3,695.70	\$ 3,880.49	\$ 4,074.52	\$ 4,278.24	\$ 4,492.15
2020	ASSISTANT ANIMAL SERVICES OFFI	\$ 3,166.18	\$ 3,324.48	\$ 3,490.71	\$ 3,665.25	\$ 3,848.51
1500	ASSISTANT CITY CLERK	\$ 4,814.00	\$ 5,054.70	\$ 5,307.43	\$ 5,572.80	\$ 5,851.44
1230	ASSISTANT ENGINEER	\$ 6,551.74	\$ 6,879.33	\$ 7,223.29	\$ 7,584.45	\$ 7,963.67
1235	ASSISTANT PLANNER	\$ 4,950.72	\$ 5,198.26	\$ 5,458.17	\$ 5,731.07	\$ 6,017.62
1240	ASSOCIATE CIVIL ENGINEER	\$ 7,206.90	\$ 7,567.25	\$ 7,945.60	\$ 8,342.89	\$ 8,760.03
1245	ASSOCIATE PLANNER	\$ 5,445.79	\$ 5,718.09	\$ 6,003.99	\$ 6,304.19	\$ 6,619.39
1300	ASST ENGINEER/PLANS EXAMINER	\$ 6,551.74	\$ 6,879.33	\$ 7,223.29	\$ 7,584.45	\$ 7,963.67
1511	BUDGET MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2072	BUILDING INSPECTOR I	\$ 4,309.18	\$ 4,514.04	\$ 4,739.75	\$ 4,976.74	\$ 5,225.57
2073	BUILDING INSPECTOR II	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
1310	BUILDING OFFICIAL	\$ 7,903.80	\$ 8,298.92	\$ 8,713.89	\$ 9,149.53	\$ 9,607.07
4701	BUILDING SERVICES SUPERVISOR	\$ 4,461.55	\$ 4,684.62	\$ 4,918.85	\$ 5,164.80	\$ 5,423.05
1530	BUSINESS DEVELOPMENT MANAGER	\$ 7,742.27	\$ 8,129.39	\$ 8,535.86	\$ 8,962.65	\$ 9,410.78
4150	CHIEF WASTEWATER PLANT OPERATO	\$ 5,529.24	\$ 5,805.70	\$ 6,095.99	\$ 6,400.78	\$ 6,720.83
1002	CITY ATTORNEY	\$ -	\$ -	\$ -	\$ -	\$ 14,805.57
1003	CITY CLERK	\$ -	\$ -	\$ -	\$ -	\$ 9,558.44
1250	CITY ENGINEER/DEP PW DIRECTOR	\$ 10,406.18	\$ 10,926.48	\$ 11,472.78	\$ 12,046.45	\$ 12,641.25
1001	CITY MANAGER	\$ -	\$ -	\$ -	\$ -	\$ 16,466.73
1306	CITY PLANNER	\$ 7,903.80	\$ 8,298.92	\$ 8,713.89	\$ 9,149.53	\$ 9,607.07
2022	CODE ENFORCEMENT OFFICER	\$ 4,503.81	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41
1372	COMMUNITY CENTER MANAGER	\$ 5,621.81	\$ 5,902.90	\$ 6,198.05	\$ 6,507.95	\$ 6,833.34
1170	COMMUNITY DEVELOPMENT DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 12,162.11
6400	COMMUNITY SERVICE OFFICER-P.D.	\$ 4,155.25	\$ 4,363.01	\$ 4,581.17	\$ 4,810.23	\$ 5,050.73
1255	COMPLIANCE ENGINEER	\$ 7,206.90	\$ 7,567.25	\$ 7,945.60	\$ 8,342.89	\$ 8,760.03
1260	CONSTRUCTION PROJECT MANAGER	\$ 6,873.57	\$ 7,217.26	\$ 7,578.12	\$ 7,957.02	\$ 8,354.87
6550	CONSTRUCTION/MAINT. SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 13,029.92
1210	CUSTOMER SERV SUP	\$ 5,118.12	\$ 5,374.03	\$ 5,642.73	\$ 5,924.88	\$ 6,221.11
2011	CUSTOMER SERVICE REP. I	\$ 2,816.57	\$ 2,957.40	\$ 3,105.26	\$ 3,260.52	\$ 3,423.55
2012	CUSTOMER SERVICE REP. II	\$ 3,098.21	\$ 3,253.12	\$ 3,415.77	\$ 3,586.56	\$ 3,765.90
1520	DEPUTY CITY ATTORNEY	\$ 8,415.55	\$ 8,836.32	\$ 9,278.14	\$ 9,742.05	\$ 10,229.15
1920	DEPUTY CITY CLERK	\$ 4,052.32	\$ 4,254.93	\$ 4,467.68	\$ 4,691.07	\$ 4,925.62
1100	DEPUTY CITY MANAGER	\$ -	\$ -	\$ -	\$ -	\$ 14,946.31
1375	DEPUTY DIRECTOR PRCS	\$ 7,803.92	\$ 8,194.12	\$ 8,603.82	\$ 9,034.01	\$ 9,485.71
6120	DEPUTY FIRE CHIEF	\$ 10,458.59	\$ 10,981.51	\$ 11,530.59	\$ 12,107.12	\$ 12,712.48
6430	DISPATCH SUPERVISOR	\$ 6,252.45	\$ 6,565.08	\$ 6,893.33	\$ 7,238.00	\$ 7,599.90
6410	DISPATCHER/JAILER	\$ 4,728.60	\$ 4,965.03	\$ 5,213.29	\$ 5,473.95	\$ 5,747.64
6513	DISTRIBUTION PLANNER	\$ 8,120.36	\$ 8,527.09	\$ 8,953.49	\$ 9,401.88	\$ 9,870.90
6514	DISTRIBUTION PLANNING SUP	\$ 8,934.84	\$ 9,379.67	\$ 9,849.10	\$ 10,342.67	\$ 10,858.27
1265	DPTY PUBLIC WORKS DIRECTOR-WWS	\$ 10,406.18	\$ 10,926.48	\$ 11,472.78	\$ 12,046.45	\$ 12,641.25
6535	ELEC DIST OPERATOR SUPERVISOR	\$ 9,047.91	\$ 9,497.74	\$ 9,976.33	\$ 10,473.52	\$ 10,999.47
1341	ELEC UTILITY BUSINESS ANALYST	\$ 6,609.57	\$ 6,940.07	\$ 7,287.08	\$ 7,651.43	\$ 8,034.00
1330	ELEC UTILITY SUPERINTENDENT	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
6503	ELECTRIC APPARATUS MECHANIC	\$ 7,059.91	\$ 7,413.19	\$ 7,785.74	\$ 8,174.01	\$ 8,584.46
6531	ELECTRIC DISTRIBUTION OPER I	\$ 6,633.34	\$ 6,965.01	\$ 7,313.76	\$ 7,678.45	\$ 8,063.38
6532	ELECTRIC DISTRIBUTION OPER II	\$ -	\$ -	\$ -	\$ 9,521.33	\$ 9,999.49
6505	ELECTRIC FOREMAN/FOREWOMAN	\$ -	\$ -	\$ -	\$ -	\$ 11,845.08
6500	ELECTRIC GROUNDWORKER	\$ 5,582.31	\$ 5,861.31	\$ 6,154.09	\$ 6,462.58	\$ 6,784.83
6501	ELECTRIC LINE APPRENTICE I	\$ 6,351.65	\$ 6,669.22	\$ 7,002.67	\$ 7,352.80	\$ 7,720.42
6502	ELECTRIC LINE APPRENTICE II	\$ 8,492.51	\$ 8,917.13	\$ -	\$ -	\$ -
6504	ELECTRIC LINEMAN/LINEWOMAN	\$ -	\$ -	\$ -	\$ 9,808.80	\$ 10,301.37
6507	ELECTRIC MATERIALS TECHNICIAN	\$ 6,321.10	\$ 6,637.06	\$ 6,969.13	\$ 7,317.51	\$ 7,683.17

City of Lodi
Salary Schedule as of January 30, 2020

6520	ELECTRIC TROUBLESHOOTER	\$ -	\$ -	\$ -	\$ -	\$ 10,542.11
1103	ELECTRIC UTILITY DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 16,017.43
1340	ELECTRIC UTILITY RATE ANALYST	\$ 6,901.73	\$ 7,246.91	\$ 7,609.21	\$ 7,989.63	\$ 8,389.20
6509	ELECTRICAL DRAFTING TECHNICIAN	\$ 5,949.34	\$ 6,247.24	\$ 6,558.65	\$ 6,887.01	\$ 7,231.45
1343	ELECTRICAL ENGINEER	\$ 8,827.31	\$ 9,268.68	\$ 9,732.10	\$ 10,218.71	\$ 10,729.65
6554	ELECTRICAL ENGINEERING TECH	\$ 6,545.11	\$ 6,871.28	\$ 7,215.13	\$ 7,576.68	\$ 7,953.94
6511	ELECTRICAL TECHNICIAN	\$ 9,420.00	\$ 9,890.88	\$ 10,385.31	\$ 10,904.53	\$ 11,450.14
6506	ELECTRICIAN	\$ -	\$ -	\$ -	\$ 8,086.49	\$ 8,492.56
2199	ENGINEERING AIDE	\$ 3,410.30	\$ 3,580.81	\$ 3,759.85	\$ 3,947.85	\$ 4,145.24
2200	ENGINEERING TECHNICIAN I	\$ 4,339.95	\$ 4,556.95	\$ 4,784.79	\$ 5,024.04	\$ 5,275.24
2201	ENGINEERING TECHNICIAN II	\$ 4,773.95	\$ 5,012.64	\$ 5,263.27	\$ 5,526.43	\$ 5,802.75
4160	ENVIRONMENTAL COMPLIANCE INSP.	\$ 4,578.62	\$ 4,807.55	\$ 5,047.93	\$ 5,300.32	\$ 5,565.34
4161	ENVIRONMENTAL COMPLIANCE INSP.	\$ 4,614.94	\$ 4,845.69	\$ 5,087.97	\$ 5,342.37	\$ 5,609.49
4000	EQUIPMENT SERVICE WORKER	\$ 3,354.82	\$ 3,522.56	\$ 3,698.69	\$ 3,883.62	\$ 4,077.81
4001	EQUIPMENT SERVICE WORKER	\$ 3,400.22	\$ 3,570.24	\$ 3,748.75	\$ 3,936.19	\$ 4,133.00
1328	EU RESOURCES ANALYST	\$ 8,688.38	\$ 9,122.80	\$ 9,578.94	\$ 10,057.88	\$ 10,560.78
2605	EVENT COORDINATOR	\$ 4,418.24	\$ 4,639.14	\$ 4,871.10	\$ 5,114.66	\$ 5,370.40
1955	EXECUTIVE ADMINISTRATIVE ASST	\$ 4,692.29	\$ 4,926.90	\$ 5,173.25	\$ 5,431.91	\$ 5,703.51
4055	FACILITIES MAINT WORKER	\$ 3,687.24	\$ 3,871.60	\$ 4,065.18	\$ 4,268.44	\$ 4,481.86
1393	FACILITIES SUPERINTENDENT	\$ 6,560.67	\$ 6,888.70	\$ 7,233.14	\$ 7,594.79	\$ 7,974.53
4050	FACILITIES SUPERVISOR	\$ 4,664.67	\$ 4,897.90	\$ 5,142.79	\$ 5,399.94	\$ 5,669.93
2050	FIELD SERVICES REPRESENTATIVE	\$ 3,830.20	\$ 4,021.71	\$ 4,222.80	\$ 4,433.94	\$ 4,655.64
2051	FIELD SERVICES SUPERVISOR	\$ 4,409.04	\$ 4,629.49	\$ 4,860.96	\$ 5,104.00	\$ 5,359.21
2014	FINANCE TECHNICIAN	\$ 3,748.84	\$ 3,936.28	\$ 4,133.10	\$ 4,339.76	\$ 4,556.74
6100	FIRE BATTALION CHIEF	\$ 8,715.50	\$ 9,151.27	\$ 9,608.83	\$ 10,089.27	\$ 10,593.74
6101	FIRE BATTALION CHIEF - 112 HRS	\$ 8,715.50	\$ 9,151.27	\$ 9,608.83	\$ 10,089.27	\$ 10,593.74
6040	FIRE CAPTAIN	\$ 6,937.95	\$ 7,284.84	\$ 7,649.08	\$ 8,031.52	\$ 8,433.12
6041	FIRE CAPTAIN - 80 HOURS	\$ 6,937.95	\$ 7,284.84	\$ 7,649.08	\$ 8,031.52	\$ 8,433.12
6042	FIRE CAPTAIN - ACTING	\$ 6,735.88	\$ 7,072.67	\$ 7,426.29	\$ 7,797.60	\$ 8,187.49
1102	FIRE CHIEF	\$ -	\$ -	\$ -	\$ -	\$ 14,820.82
6021	FIRE ENGINEER	\$ 5,993.26	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84
6020	FIRE ENGINEER - 80 HOURS	\$ 5,993.26	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84
6001	FIRE FIGHTER I	\$ 4,695.87	\$ -	\$ -	\$ -	\$ -
6000	FIRE FIGHTER I - 112 HOURS	\$ 4,695.87	\$ -	\$ -	\$ -	\$ -
6002	FIRE FIGHTER II	\$ 5,177.17	\$ 5,436.02	\$ 5,707.81	\$ 5,993.21	\$ 6,292.86
6003	FIRE FIGHTER II-80	\$ 5,177.17	\$ 5,436.02	\$ 5,707.81	\$ 5,993.21	\$ 6,292.86
6050	FIRE INSPECTOR	\$ 6,292.92	\$ 6,607.57	\$ 6,937.95	\$ 7,284.84	\$ 7,649.09
4040	FLEET SERVICES SUPERVISOR	\$ 5,092.78	\$ 5,347.42	\$ 5,614.80	\$ 5,895.54	\$ 6,190.31
1395	FLEET SUPERINTENDENT	\$ 6,090.97	\$ 6,395.52	\$ 6,715.30	\$ 7,051.06	\$ 7,403.61
4020	HEAVY EQUIPMENT MECHANIC	\$ 4,026.21	\$ 4,227.52	\$ 4,438.89	\$ 4,660.84	\$ 4,893.89
4021	HEAVY EQUIPMENT MECHANIC	\$ 4,207.82	\$ 4,418.22	\$ 4,639.13	\$ 4,871.08	\$ 5,114.64
1550	HUMAN RESOURCES MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
1930	HUMAN RESOURCES TECHNICIAN	\$ 3,958.70	\$ 4,156.63	\$ 4,364.46	\$ 4,582.69	\$ 4,811.82
1225	INFORMATION SYSTEMS MANAGER	\$ 7,776.15	\$ 8,164.96	\$ 8,573.22	\$ 9,001.87	\$ 9,451.97
2400	INFORMATION SYSTEMS SPECIALIST	\$ 4,257.83	\$ 4,470.74	\$ 4,694.56	\$ 4,928.97	\$ 5,175.42
1226	INFORMATION TECHNOLOGY MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
2203	JUNIOR ENGINEER	\$ 5,671.44	\$ 5,955.02	\$ 6,252.76	\$ 6,565.40	\$ 6,893.67
2208	JUNIOR PLANNER	\$ 4,285.54	\$ 4,499.81	\$ 4,724.80	\$ 4,961.04	\$ 5,209.10
2071	JUNIOR PLANS EXAMINER/ENGINEER	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
4075	LABORATORY SUPERVISOR	\$ 5,529.24	\$ 5,805.71	\$ 6,095.99	\$ 6,400.79	\$ 6,720.83
4070	LABORATORY TECHNICIAN I	\$ 3,646.96	\$ 3,829.31	\$ 4,020.78	\$ 4,221.82	\$ 4,432.90
4071	LABORATORY TECHNICIAN II	\$ 4,011.34	\$ 4,211.91	\$ 4,422.50	\$ 4,643.63	\$ 4,875.81
6420	LEAD DISPATCHER/JAILER	\$ 5,014.64	\$ 5,265.37	\$ 5,528.64	\$ 5,805.07	\$ 6,095.32
6508	LEAD ELECTRICIAN	\$ -	\$ -	\$ -	\$ -	\$ 9,341.85
4010	LEAD EQUIPMENT MECHANIC	\$ 4,428.83	\$ 4,650.27	\$ 4,882.78	\$ 5,126.92	\$ 5,383.27
4011	LEAD EQUIPMENT MECHANIC	\$ 4,610.44	\$ 4,840.96	\$ 5,083.02	\$ 5,337.17	\$ 5,604.02
1940	LEGAL SECRETARY	\$ 4,468.85	\$ 4,692.29	\$ 4,926.91	\$ 5,173.25	\$ 5,431.91
1350	LIBRARIAN I	\$ 4,714.96	\$ 4,950.71	\$ 5,198.25	\$ 5,458.16	\$ 5,731.07
1351	LIBRARIAN II	\$ 5,186.47	\$ 5,445.79	\$ 5,718.08	\$ 6,003.99	\$ 6,304.18
2500	LIBRARY ASSISTANT	\$ 2,945.91	\$ 3,093.20	\$ 3,247.86	\$ 3,410.25	\$ 3,580.76
1105	LIBRARY DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 10,712.00
1356	LIBRARY SERVICES MANAGER	\$ 6,209.34	\$ 6,519.74	\$ 6,845.78	\$ 7,188.09	\$ 7,547.46

City of Lodi
Salary Schedule as of January 30, 2020

2510	LIBRARY TECHNICIAN	\$ 3,726.56	\$ 3,912.88	\$ 4,108.53	\$ 4,313.96	\$ 4,529.65
1355	LITERACY/VOLUNTEER MANAGER	\$ 4,326.92	\$ 4,543.26	\$ 4,770.43	\$ 5,008.95	\$ 5,259.39
4080	MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4081	MAINTENANCE WORKER II	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
1380	MANAGEMENT ANALYST	\$ 5,482.92	\$ 5,757.06	\$ 6,044.85	\$ 6,347.21	\$ 6,664.52
1570	MANAGEMENT ANALYST - CONF	\$ 5,482.92	\$ 5,757.06	\$ 6,044.91	\$ 6,347.16	\$ 6,664.52
6540	METERING TECHNICIAN	\$ -	\$ -	\$ -	\$ -	\$ 9,223.87
1320	MGR. ENGINEERING & OPERATIONS	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
1315	NEIGHBORHOOD SERVICES MANAGER	\$ 7,905.97	\$ 8,301.16	\$ 8,716.28	\$ 9,152.09	\$ 9,609.70
1220	NETWORK ADMINISTRATOR	\$ 7,456.42	\$ 7,829.22	\$ 8,220.73	\$ 8,631.77	\$ 9,063.36
2401	NETWORK TECHNICIAN	\$ 5,106.17	\$ 5,361.48	\$ 5,629.55	\$ 5,911.03	\$ 6,206.59
4710	PARK MAINTENANCE WORKER I	\$ 3,041.43	\$ 3,193.51	\$ 3,353.18	\$ 3,520.84	\$ 3,696.88
4711	PARK MAINTENANCE WORKER II	\$ 3,345.27	\$ 3,512.52	\$ 3,688.15	\$ 3,872.55	\$ 4,066.19
4712	PARK MAINTENANCE WORKER III	\$ 3,679.89	\$ 3,865.89	\$ 4,057.08	\$ 4,259.94	\$ 4,472.93
1360	PARK SUPERINTENDENT	\$ 6,786.02	\$ 7,125.32	\$ 7,481.59	\$ 7,855.67	\$ 8,248.45
4740	PARK SUPERVISOR	\$ 4,664.67	\$ 4,897.90	\$ 5,142.79	\$ 5,399.94	\$ 5,669.93
2027	PARKING ENFORCEMENT ASSISTANT	\$ 3,190.56	\$ 3,350.09	\$ 3,517.60	\$ 3,693.48	\$ 3,878.15
2600	PARKS PROJECT COORDINATOR	\$ 5,251.34	\$ 5,513.91	\$ 5,789.59	\$ 6,079.08	\$ 6,383.03
1104	PARKS,REC & CULTURAL SERV DIR.	\$ -	\$ -	\$ -	\$ -	\$ 11,874.68
4030	PARTS CLERK	\$ 3,195.47	\$ 3,355.25	\$ 3,523.01	\$ 3,699.16	\$ 3,884.12
2016	PAYROLL TECHNICIAN	\$ 3,748.84	\$ 3,936.28	\$ 4,133.10	\$ 4,339.76	\$ 4,556.74
2070	PERMIT TECHNICIAN	\$ 3,544.36	\$ 3,721.62	\$ 3,907.70	\$ 4,103.09	\$ 4,308.24
4130	PLANT & EQUIPMENT MECHANIC	\$ 4,162.30	\$ 4,370.34	\$ 4,588.74	\$ 4,818.10	\$ 5,059.02
4131	PLANT & EQUIPMENT MECHANIC A	\$ 4,519.25	\$ 4,745.21	\$ 4,982.47	\$ 5,231.59	\$ 5,493.17
6300	POLICE CAPTAIN	\$ 11,612.86	\$ 12,193.49	\$ 12,803.17	\$ 13,443.32	\$ 14,115.49
1101	POLICE CHIEF	\$ -	\$ -	\$ -	\$ -	\$ 17,973.73
6220	POLICE CORPORAL	\$ 7,055.12	\$ 7,407.88	\$ 7,778.28	\$ 8,167.19	\$ 8,575.54
6310	POLICE LIEUTENANT	\$ 9,677.39	\$ 10,161.25	\$ 10,669.31	\$ 11,202.78	\$ 11,762.91
6210	POLICE OFFICER	\$ 6,655.77	\$ 6,988.56	\$ 7,337.99	\$ 7,704.90	\$ 8,090.14
6200	POLICE OFFICER TRAINEE	\$ 5,422.31	\$ 5,693.42	\$ 5,978.10	\$ 6,277.00	\$ 6,590.85
2024	POLICE RECORD CLERK I	\$ 2,784.76	\$ 2,923.99	\$ 3,070.20	\$ 3,223.70	\$ 3,384.90
2023	POLICE RECORDS CLERK II	\$ 3,063.25	\$ 3,216.40	\$ 3,377.22	\$ 3,546.09	\$ 3,723.39
2026	POLICE RECORDS CLERK SUPERVISR	\$ 3,522.19	\$ 3,698.31	\$ 3,883.22	\$ 4,077.37	\$ 4,281.25
6320	POLICE SERGEANT	\$ 8,064.49	\$ 8,467.70	\$ 8,891.09	\$ 9,335.64	\$ 9,802.43
2602	PROGRAM COORDINATOR	\$ 3,278.39	\$ 3,442.30	\$ 3,614.41	\$ 3,795.14	\$ 3,984.90
2405	PROGRAMMER/ANALYST	\$ 4,932.56	\$ 5,172.11	\$ 5,430.71	\$ 5,702.25	\$ 5,987.36
6440	PROPERTY & EVIDENCE TECHNICIAN	\$ 4,155.25	\$ 4,363.01	\$ 4,581.17	\$ 4,810.23	\$ 5,050.73
1390	PUBLIC WORK MANAGEMENT ANALYST	\$ 6,305.35	\$ 6,620.62	\$ 6,951.65	\$ 7,299.24	\$ 7,664.20
1106	PUBLIC WORKS DIRECTOR	\$ -	\$ -	\$ -	\$ -	\$ 14,600.65
2204	PUBLIC WORKS INSPECTOR I	\$ 4,299.10	\$ 4,514.04	\$ 4,739.75	\$ 4,976.74	\$ 5,225.57
2205	PUBLIC WORKS INSPECTOR II	\$ 4,729.00	\$ 4,965.45	\$ 5,213.72	\$ 5,474.41	\$ 5,748.13
1325	RATES AND RESOURCE MANAGER	\$ 11,973.67	\$ 12,572.36	\$ 13,200.97	\$ 13,861.02	\$ 14,554.07
1365	RECREATION MANAGER	\$ 5,110.68	\$ 5,366.25	\$ 5,634.62	\$ 5,916.34	\$ 6,212.13
1370	RECREATION SUPERINTENDENT	\$ 5,621.80	\$ 5,902.90	\$ 6,198.04	\$ 6,507.94	\$ 6,833.34
1206	REVENUE MANAGER	\$ 8,135.92	\$ 8,542.71	\$ 8,969.85	\$ 9,418.34	\$ 9,889.26
1935	RISK MANAGEMENT TECHNICIAN	\$ 3,958.70	\$ 4,156.63	\$ 4,364.46	\$ 4,582.69	\$ 4,811.82
1560	RISK MANAGER	\$ 9,441.85	\$ 9,913.94	\$ 10,409.64	\$ 10,930.12	\$ 11,476.63
1950	SECRETARY TO THE CITY MANAGER	\$ 4,692.29	\$ 4,926.90	\$ 5,173.25	\$ 5,431.91	\$ 5,703.51
2701	SENIOR ADMINISTRATIVE CLERK	\$ 3,086.18	\$ 3,240.48	\$ 3,402.52	\$ 3,572.64	\$ 3,751.27
1270	SENIOR CIVIL ENGINEER	\$ 8,130.68	\$ 8,537.47	\$ 8,964.26	\$ 9,412.73	\$ 9,882.86
6512	SENIOR ELECTRICAL TECHNICIAN	\$ 10,381.06	\$ 10,900.74	\$ 11,444.72	\$ 12,017.94	\$ 12,618.02
2202	SENIOR ENGINEERING TECHNICIAN	\$ 5,251.34	\$ 5,513.91	\$ 5,789.59	\$ 6,079.08	\$ 6,383.03
4060	SENIOR FACILITIES MAINT WORKER	\$ 4,055.96	\$ 4,258.75	\$ 4,471.69	\$ 4,695.28	\$ 4,930.04
2505	SENIOR LIBRARY ASSISTANT	\$ 3,240.48	\$ 3,402.52	\$ 3,572.64	\$ 3,751.27	\$ 3,938.83
1305	SENIOR PLANNER	\$ 6,632.61	\$ 6,964.27	\$ 7,312.42	\$ 7,678.11	\$ 8,062.00
2025	SENIOR POLICE ADMIN. CLERK	\$ 3,266.87	\$ 3,430.22	\$ 3,601.72	\$ 3,781.80	\$ 3,970.90
1335	SENIOR POWER ENGINEER	\$ 9,710.13	\$ 10,195.64	\$ 10,705.42	\$ 11,240.69	\$ 11,802.73
1215	SENIOR PROGRAMMER/ANALYST	\$ 6,777.49	\$ 7,116.36	\$ 7,472.22	\$ 7,845.93	\$ 8,238.22
4140	SENIOR STOREKEEPER	\$ 3,781.55	\$ 3,970.62	\$ 4,169.16	\$ 4,377.61	\$ 4,596.50
1275	SENIOR TRAFFIC ENGINEER	\$ 8,131.48	\$ 8,538.30	\$ 8,965.13	\$ 9,413.62	\$ 9,883.81
4035	SERVICE WRITER	\$ 3,195.47	\$ 3,355.25	\$ 3,523.01	\$ 3,699.16	\$ 3,884.12
6555	SR ELECTRICAL ENGINEERING TECH	\$ 7,775.37	\$ 8,163.72	\$ 8,571.16	\$ 8,999.84	\$ 9,449.70

City of Lodi
Salary Schedule as of January 30, 2020

2017	SR. PAYROLL TECHNICIAN	\$ 4,123.72	\$ 4,329.91	\$ 4,546.41	\$ 4,773.73	\$ 5,012.41
4082	STREET MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4090	STREET MAINTENANCE WORKER I	\$ 3,275.18	\$ 3,438.93	\$ 3,610.89	\$ 3,791.43	\$ 3,981.00
4083	STREET MAINTENANCE WORKER II	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
4092	STREET MAINTENANCE WORKER II	\$ 3,593.78	\$ 3,773.46	\$ 3,962.14	\$ 4,160.24	\$ 4,368.25
4100	STREET MAINTENANCE WORKER III	\$ 3,863.68	\$ 4,056.86	\$ 4,259.70	\$ 4,472.69	\$ 4,696.32
4101	STREET MAINTENANCE WORKER III	\$ 3,981.73	\$ 4,180.81	\$ 4,389.85	\$ 4,609.35	\$ 4,839.81
4110	STREET SUPERVISOR	\$ 4,897.32	\$ 5,142.19	\$ 5,399.30	\$ 5,669.26	\$ 5,952.72
4111	STREET SUPERVISOR	\$ 5,051.69	\$ 5,304.27	\$ 5,569.49	\$ 5,847.97	\$ 6,140.36
6565	SUBSTATION TECHNICIAN	\$ -	\$ -	\$ -	\$ 10,904.53	\$ 11,450.14
6560	SUBSTATION/METERING SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 13,029.92
1205	SUPERVISING ACCOUNTANT	\$ 6,482.61	\$ 6,806.73	\$ 7,147.08	\$ 7,504.43	\$ 7,879.65
1510	SUPERVISING BUDGET ANALYST	\$ 6,748.59	\$ 7,084.06	\$ 7,438.27	\$ 7,810.18	\$ 8,200.69
2013	SUPERVISING CUSTOMER SERV.REP.	\$ 3,675.33	\$ 3,859.10	\$ 4,052.05	\$ 4,254.66	\$ 4,467.39
4120	TRAFFIC/SIGN MAKING WORKER	\$ 3,345.27	\$ 3,512.52	\$ 3,688.15	\$ 3,872.55	\$ 4,066.19
1295	TRANSPORTATION MANAGER	\$ 8,131.48	\$ 8,538.30	\$ 8,965.13	\$ 9,413.62	\$ 9,883.81
6521	TROUBLESHOOTING SUPERVISOR	\$ -	\$ -	\$ -	\$ -	\$ 11,845.08
1267	UTILITIES MANAGER	\$ 9,454.58	\$ 9,927.32	\$ 10,423.69	\$ 10,944.86	\$ 11,492.11
2015	UTILITY BILLING SPECIALIST	\$ 3,408.04	\$ 3,578.44	\$ 3,757.36	\$ 3,945.23	\$ 4,142.49
6530	UTILITY EQUIPMENT SPECIALIST	\$ 6,139.75	\$ 6,447.65	\$ 6,770.86	\$ 7,108.44	\$ 7,464.67
1280	UTILITY SUPERINTENDENT	\$ 8,202.49	\$ 8,612.61	\$ 9,043.23	\$ 9,495.39	\$ 9,970.17
4086	W/WWW MAINTENANCE WORKER 2	\$ 3,512.04	\$ 3,687.65	\$ 3,872.04	\$ 4,065.64	\$ 4,268.91
4085	W/WWW MAINTENANCE WORKER I	\$ 3,193.30	\$ 3,353.05	\$ 3,520.64	\$ 3,696.66	\$ 3,881.66
4170	WASTEWATER PLANT OPERATOR I	\$ 3,971.93	\$ 4,170.53	\$ 4,379.05	\$ 4,598.00	\$ 4,827.90
4172	WASTEWATER PLANT OPERATOR II	\$ 4,369.24	\$ 4,587.70	\$ 4,817.09	\$ 5,057.94	\$ 5,310.83
4173	WASTEWATER PLANT OPERATOR III	\$ 4,806.17	\$ 5,046.47	\$ 5,298.79	\$ 5,563.74	\$ 5,841.92
1285	WASTEWATER PLANT SUPERINTENDEN	\$ 7,728.83	\$ 8,115.17	\$ 8,520.99	\$ 8,947.05	\$ 9,394.38
4180	WATER / WASTEWATER SUPERVISOR	\$ 5,265.85	\$ 5,529.31	\$ 5,805.54	\$ 6,095.99	\$ 6,400.85
4181	WATER / WASTEWATER SUPERVISOR	\$ 5,703.66	\$ 5,988.84	\$ 6,288.28	\$ 6,602.70	\$ 6,932.83
4200	WATER PLANT OPERATOR II	\$ 4,369.24	\$ 4,587.70	\$ 4,817.09	\$ 5,057.94	\$ 5,310.83
4201	WATER PLANT OPERATOR III	\$ 4,806.17	\$ 5,046.47	\$ 5,298.79	\$ 5,563.74	\$ 5,841.92
1290	WATER PLANT SUPERINTENDENT	\$ 7,728.83	\$ 8,115.17	\$ 8,520.99	\$ 8,947.05	\$ 9,394.38
2206	WATER SERVICES TECHNICIAN I	\$ 5,098.39	\$ 5,353.30	\$ 5,620.97	\$ 5,902.01	\$ 6,197.11
2207	WATER SERVICES TECHNICIAN II	\$ 5,608.21	\$ 5,888.62	\$ 6,183.06	\$ 6,492.21	\$ 6,816.83
4210	WATER/WASTEWATER MAINT WKR I	\$ 3,302.73	\$ 3,467.86	\$ 3,641.26	\$ 3,823.32	\$ 4,014.49
4211	WATER/WASTEWATER MAINT WKR II	\$ 3,664.01	\$ 3,847.21	\$ 4,039.58	\$ 4,241.55	\$ 4,453.63
4212	WATER/WASTEWATER MAINT WKR III	\$ 3,863.68	\$ 4,056.85	\$ 4,259.71	\$ 4,472.69	\$ 4,696.32
4213	WATER/WASTEWATER MAINT WKR III	\$ 4,136.26	\$ 4,343.09	\$ 4,560.24	\$ 4,788.24	\$ 5,027.66
2209	WATERSHED PROGRAM COORDINATOR	\$ 3,278.39	\$ 3,442.30	\$ 3,614.41	\$ 3,795.14	\$ 3,984.90
4220	WELDER - MECHANIC	\$ 4,026.11	\$ 4,227.57	\$ 4,438.97	\$ 4,660.90	\$ 4,893.93
2028	YOUTH OUTREACH WORKER	\$ 3,580.81	\$ 3,796.80	\$ 4,024.15	\$ 4,264.76	\$ 4,564.12

Job	Description	Hourly Pay Rate				
		Step 0	Step 1	Step 2	Step 3	Step 4
7000	PT - ACCOUNTANT	\$ 39.60	\$ -	\$ -	\$ -	\$ -
7045	PT - ADMINISTRATIVE CLERK	\$ 15.25	\$ 16.02	\$ 16.82	\$ 17.66	\$ 18.54
7050	PT - ADMINISTRATIVE CLERK - RE	\$ 15.55	\$ 16.33	\$ 17.15	\$ 18.00	\$ 18.90
7040	PT - ADMINISTRATIVE SUPPORT	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
7160	PT - AQUATICS COORDINATOR	\$ 19.51	\$ 20.48	\$ 21.50	\$ 22.58	\$ 23.71
7170	PT - AQUATICS FITNESS INSTRUCT	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7550	PT - ASST. ANIMAL CONTROL OFC.	\$ 16.71	\$ 17.55	\$ 18.42	\$ 19.36	\$ 20.31
7310	PT - BOAT ATTENDANT I	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7180	PT - CASHIER	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7500	PT - CITY COUNCIL	\$ 396.96	\$ -	\$ -	\$ -	\$ -
7510	PT - CITY PLANNING COMMISSIONE	\$ 20.00	\$ -	\$ -	\$ -	\$ -
7620	PT - CODE ENFORCEMENT OFFICER	\$ 21.61	\$ 22.69	\$ 23.82	\$ 25.01	\$ 26.26
7595	PT - COMMUNITY SERVICE OFFICER	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
7640	PT - CONSULTANT	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -
7590	PT - COURT LIAISON OFFICER	\$ 21.06	\$ -	\$ -	\$ -	\$ -
7010	PT - CUSTOMER SERVICE REP	\$ 15.31	\$ 16.08	\$ 16.88	\$ 17.73	\$ 18.61
7720	PT - DEPUTY CITY CLK (RET ANN)	\$ 23.38	\$ 24.55	\$ 25.78	\$ 27.06	\$ 28.42
7060	PT - DOCENT COORDINATOR	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15

City of Lodi
Salary Schedule as of January 30, 2020

7490	PT - DPTY WATER CONSERVATION O	\$ 13.10	\$ 13.10	\$ 13.75	\$ 14.44	\$ 15.16
7100	PT - ELECTRIC ESTIMATOR	\$ 62.35	\$ -	\$ -	\$ -	\$ -
7090	PT - ELECTRICAL TECHNICIAN	\$ 57.42	\$ -	\$ -	\$ -	\$ -
7250	PT - EVENT AND FACILITIES ATTE	\$ 14.73	\$ 15.47	\$ 16.24	\$ 17.05	\$ 17.90
7455	PT - FACILITY MAINT WORKER	\$ 21.27	\$ 22.34	\$ 23.45	\$ 24.63	\$ 25.86
7460	PT - FACILITY SUPERVISOR	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
7115	PT - FIELD SERVICES REPRESENTA	\$ 20.82	\$ 21.86	\$ 22.96	\$ 24.11	\$ 25.31
7020	PT - FINANCE TECHNICIAN	\$ 19.79	\$ 20.78	\$ 21.82	\$ 22.91	\$ 24.05
7320	PT - GATE ATTENDANT - RECREATI	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7450	PT - HEAVY EQUIPMENT MECHANIC	\$ 21.04	\$ 22.10	\$ 23.20	\$ 24.36	\$ 25.58
7230	PT - HOUSE MANAGER	\$ 13.34	\$ 14.00	\$ 14.70	\$ 15.44	\$ 16.21
7303	PT - INSTRUCTOR-SWIM	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7070	PT - INTERN	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
7302	PT - KENNEL TECHNICIAN	\$ 14.73	\$ 15.46	\$ 16.24	\$ 17.05	\$ 17.90
7290	PT - LABORER A	\$ 13.00	\$ 13.65	\$ 14.33	\$ -	\$ -
7300	PT - LABORER B	\$ 13.18	\$ 13.83	\$ 14.53	\$ 15.25	\$ 16.02
7710	PT - LEGAL SECRETARY (RET ANN)	\$ 25.78	\$ 27.07	\$ 28.43	\$ 29.85	\$ 31.34
7430	PT - LIBRARIAN II	\$ 26.07	\$ 27.37	\$ 28.74	\$ 30.19	\$ 31.68
7420	PT - LIBRARIAN'S ASSOCIATE	\$ 17.04	\$ 17.89	\$ 18.78	\$ 19.73	\$ 20.70
7410	PT - LIBRARY AID	\$ 13.00	\$ 13.43	\$ 14.10	\$ 14.81	\$ 15.55
7445	PT - LIBRARY ASSISTANT	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90
7440	PT - LIBRARY PAGE	\$ 11.00	\$ 11.55	\$ 12.13	\$ 12.73	\$ 13.37
7200	PT - LIFEGUARD	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7220	PT - LYC COORDINATOR	\$ 16.00	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44
7480	PT - MANAGEMENT ANALYST	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.49
7650	PT - MARKETING COORDINATOR	\$ 22.55	\$ 23.74	\$ 24.99	\$ 26.31	\$ 27.69
7110	PT - METER READER	\$ 18.14	\$ 19.32	\$ 20.28	\$ 21.30	\$ 22.36
7330	PT - PARK ATTENDANT	\$ 13.00	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7585	PT - PARKING ENFORCEMENT ASST	\$ 17.35	\$ 18.21	\$ 19.12	\$ 20.08	\$ 21.08
7565	PT - PARTNERS PROGR SUPERVISOR	\$ 23.00	\$ 24.15	\$ 25.36	\$ 26.63	\$ 27.96
7600	PT - POL. OFFICER/CRIME ANALYS	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7570	PT - POLICE CHAPLAIN	\$ 20.00	\$ -	\$ -	\$ -	\$ -
7560	PT - POLICE OFFICER	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7561	PT - POLICE OFFICER RETRD ANNU	\$ 35.17	\$ -	\$ -	\$ -	\$ -
7580	PT - POLICE RECORDS CLERK	\$ 14.70	\$ 15.43	\$ 16.21	\$ 17.02	\$ 17.87
7630	PT - PROF. STANDARDS OFFICER	\$ 50.00	\$ 55.00	\$ -	\$ -	\$ -
7260	PT - PROGRAM COORDINATOR	\$ 16.79	\$ 17.62	\$ 18.51	\$ 19.44	\$ 20.04
7520	PT - PROGRAMMER/ANALYST	\$ 28.00	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03
7575	PT - PROPERTY & EVIDENCE TECH	\$ 22.83	\$ 23.97	\$ 25.17	\$ 26.43	\$ 27.75
7080	PT - PW INTERN	\$ -	\$ 13.00	\$ 13.23	\$ 13.90	\$ 14.59
7400	PT - REC.SCOREKEEPER	\$ -	\$ 13.00	\$ 13.23	\$ 13.89	\$ 14.59
7360	PT - RECREATION LEADER	\$ 13.00	\$ 13.65	\$ -	\$ -	\$ -
7370	PT - RECREATION SPECIALIST	\$ 14.65	\$ 15.38	\$ -	\$ -	\$ -
7380	PT - RECREATION SUPERVISOR	\$ 12.91	\$ 14.24	\$ -	\$ -	\$ -
7240	PT - RENTAL CONSULTANT	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16	\$ 18.02
7270	PT - SCENE TECHNICIAN	\$ 14.81	\$ 15.55	\$ 16.33	\$ 17.14	\$ 18.00
7030	PT - SENIOR ADMIN CLERK	\$ 16.78	\$ 17.62	\$ 18.50	\$ 19.42	\$ 20.39
7470	PT - SENIOR CIVIL ENGINEER	\$ 37.84	\$ 39.73	\$ 41.72	\$ 43.80	\$ 45.99
7210	PT - SENIOR LIFEGUARD	\$ -	\$ -	\$ 15.32	\$ 16.08	\$ 16.89
7350	PT - SMALL CRAFT OPERATOR	\$ 17.00	\$ -	\$ -	\$ -	\$ -
7391	PT - SPORTS OFFICIAL - ADULT	\$ 25.00	\$ -	\$ -	\$ -	\$ -
7390	PT - SPORTS OFFICIAL - YOUTH	\$ 13.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 25.00
7540	PT - SR PROGRAMMER/ANALYST	\$ 32.46	\$ 34.08	\$ 35.79	\$ 37.58	\$ 39.46
7280	PT - STAGE TECHNICIAN	\$ 21.20	\$ 22.26	\$ 23.37	\$ 24.54	\$ 25.77
7605	PT - SUPPORT SVCS OFFICER	\$ 32.74	\$ -	\$ -	\$ -	\$ -
7530	PT - TECHNOLOGY SUPPRT SPECIAL	\$ 23.04	\$ 24.19	\$ 25.40	\$ 26.67	\$ 28.00
7130	PT - UTILITY EQUIP. SPECIALIST	\$ 28.06	\$ 29.47	\$ 30.95	\$ 32.49	\$ 34.12
7120	PT - UTILITY SERVICE OPERATOR	\$ 60.89	\$ -	\$ -	\$ -	\$ -
7660	PT - YOUTH OUTREACH WORKER	\$ 18.90	\$ 20.04	\$ 21.24	\$ 22.51	\$ 24.09



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2018/19

MEETING DATE: February 5, 2020

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2018/19.

BACKGROUND INFORMATION: The City's Development Impact Mitigation Fee (IMF) program consists of 11 separate fee categories, plus the Art in Public Places set-aside. The categories are Electric, Water, Wastewater, Streets, Regional Transportation, Storm, Police, Fire, Parks and Recreation, General City Facilities, and Neighborhood Parks. The fees can only be used for capital improvements and/or debt service to accommodate new growth. The fees were established in 1991 and updated in 2012.

In accordance with the State's annual reporting requirements, Staff has prepared the following exhibits:

1. A brief description of the fee program; and
2. Schedule of fees; and
3. Beginning and ending balances for the fee program; and
4. Amount of fees collected, interest earned, and transfers/loans; and
5. Disbursement information (including interfund/loans) and percentage of the project funded by fees; and
6. A description of each interfund loan along with the date the loan will be repaid and the rate of interest; and
7. The estimated date when projects will begin if sufficient revenues are available to construct the project; and
8. Findings for each fee program.

Per State law, the annual report must be available for public review at least 15 days prior to City Council action. The annual report has been posted on the City's website and the *Lodi News Sentinel* and the *Stockton Record*, have been notified of the report's availability.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: There is no impact to approving the Fiscal Year 2018/19 report.

FUNDING AVAILABLE: Funding for loan repayments comes through IMF payments by new development.

Andrew Keys
Deputy City Manager

Prepared by Melissa Munoz, Accounting Manager
Attachments

Annual Impact Mitigation Fee Program Report For the City of Lodi For Fiscal Year 2018-19

This report contains information on the City of Lodi's Impact Mitigation Fee Programs (IMFP) for Fiscal Year 2018-19. This information is presented to comply with the annual reporting requirements contained in Government Code section 66000 *et seq.*, also known as AB1600. Please note that this annual report is not a budget document or audited financial statement; rather, it is compiled to meet reporting requirements. It reports revenues and expenditures for Fiscal Year 2018-19, and planned projects. The City has developed a formal Capital Improvement Program (CIP) during the FY 2019-20 budget cycle. The projects listed in this report will be recommended to Council for inclusion in the 2019-2024 CIP. This report summarizes revenue and expenditure activity and fund balance since FY2014-15, and provides a 5-year revenue test using oldest revenues first to fund expenditures as required by AB 1600.

Government Code 66006 requires local agencies to submit annual and five-year reports detailing the status of the IMFP. The annual report must be made available to the public within 180 days after the last day of the fiscal year, and must be presented to the public agency (City Council) at least 15 days after it is made available to the public.

This report summarizes the following information for each of the development fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Amount of fees collected, interest earned, and transfers/loans.
5. Disbursement information (including interfund transfers/loans) and percentage of the project funded by fees.
6. A description of each interfund loan along with the date the loan will be repaid and the rate of interest.
7. The estimated date when projects will begin if sufficient revenues are available to construct the project.
8. Findings for each fee program.

More detailed information on certain elements of the various fees within the IMFP is available through other documents such as the Nexus Study approved by Resolution 2012-142, the IMFP Amendment approved by Resolution 2013-184, Resolution 2016-88 which eliminated previously authorized fee reductions enacted to incentivize development, and

the City's Annual Budget. In the future, the CIP will contain relevant program information as well. The City does not earmark IMFP revenue for any specific project as the fees are collected; rather, the fees are applied toward a series of capital improvement projects authorized within the specific IMFP. No refunds were made during Fiscal Year 2018/19 pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

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Presentation of Information by Fund

This report presents information by Fund starting with a summary overview of FY2018/19 Revenues and Expenses, FY2018/19 Project disbursements, and Projects for FY2019/20. Following this overview is a more detailed 5-year review of revenues and expenses and fund balance to demonstrate both the collection and use of the fees over time.

The report presents the total FY2018/19 and FY2017/18 Project Amounts funded from impact fees and the percent funded from non-fee sources. The revenue table identifies the age of the total revenue available or available fund balance by demonstrating which fiscal year received the revenue. The 5-year Expenditure table presents the use of revenue collected in the year that funded the project. This demonstrates that the oldest revenue is spent before new funds, also known as the First-in, First-out (FIFO) basis.

City Impact Mitigation Fee Schedule

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Residential							
Low Density	\$711	\$753	\$385	\$3,890	\$2,541	\$617	\$80
Medium Density	\$386	\$634	\$324	\$3,276	\$2,140	\$519	\$67
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

Land Use Category	Transportation Fee/1000	Police Fee/1000	Fire Fee/1000	Community Park Fee/1000	Neighborhood Park Fee/1000	General City Facilities Fee/1000	Art In Public Place Fee/1000
Commercial							
Retail	\$1,199	\$330	\$338	\$406	\$266	\$270	\$35
Office/Medical	\$872	\$528	\$540	\$650	\$428	\$433	\$56
Industrial	\$443	\$176	\$180	\$217	N/A	\$144	\$19

Land Use Category	Storm Drain Zone 1 Fee/Unit	Storm Drain Zone 2 Fee/Unit	South WW Trunk Fee/Unit
Residential			
Low Density	\$1,394	\$4,237	\$1,181
Medium Density	\$697	\$2,118	\$994
High Density ¹	\$228	\$627	\$337

Land Use	Storm Drain Fee/Acre	Storm Drain Fee/Acre	South WW Fee/Acre
Commercial			
Retail	\$14,640	\$44,485	\$1,096
Office/Medical	\$14,640	\$44,485	N/A
Industrial	\$15,686	\$47,663	N/A

Land Use Category	Residential		Non-Residential	
	Water Fee	Sewer Fee	Water Fee	Sewer Fee
Meter Size				
5/8"	\$2,079	\$2,831	\$2,079	\$2,831
3/4"	\$3,103	\$4,225	\$3,103	\$4,225
1"	\$5,181	\$7,056	\$5,181	\$7,056
1 1/2"	\$10,332	\$14,070	\$10,332	\$14,070
2"	\$16,537	\$22,521	\$16,537	\$22,521
3"	\$31,026	\$42,253	\$31,026	\$42,253
4"	\$51,721	\$70,435	\$51,721	\$70,435
6"	\$103,411	\$140,828	\$106,411	\$140,828
8"	\$165,464	\$225,333	\$165,464	\$225,333
10"	\$237,880	\$323,951	\$237,880	\$323,951

1. Fees Effective until December 31, 2019. Fees not subject to annual inflationary increases.

Residential Reduced Fees							
Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Fee/Unit	General City Fee/Unit	Art In Public Fee/Unit
Low Density	\$289	\$307	\$157	\$1,584	\$1,016	\$251	\$33
Medium Density	\$157	\$258	\$132	\$1,334	\$856	\$211	\$27
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

Electrical Fees				
Panel Category	Panel Size (amps)	208 Volts	240 Volts	480 Volts
Non-Residential Three Phase	200	\$1,178	\$1,359	\$2,718
	400	\$2,356	\$2,718	\$5,437
	600	\$3,534	\$4,077	\$8,155
	800	\$4,712	\$5,437	\$10,873
	1,000	\$5,890	n/a	\$13,591
	1,200	\$7,068	N/A	\$16,310
	1,600	\$9,423	n/a	\$21,746
	2,000	\$11,779	n/a	\$27,183
	2,500	\$14,724	n/a	\$33,979
	3,000	\$17,669	n/a	\$40,774
Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a
Non-Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a

1. Panel upgrade fees are determined as the difference between the fee for the existing panel and the proposed panel.

1. Fees effective until December 31, 2019. Fees not subject to annual inflationary increases.

Water Fee (Fund 562)

The Water IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a current over build of treatment capacity and a need for new water supply facilities at buildout. The total estimated cost of treatment facilities was included in the Nexus Study and totaled \$71.6 Million in 2012 dollars (including debt service). The total estimated new water supply facilities cost was included in the Nexus Study and totaled \$4 Million in 2012 dollars.

For purposes of the 2012 study, a plan-based fee calculation methodology was used. Each unit was assumed to receive a blended water supply of groundwater and surface water consistent with the system wide ratios of ground water to surface water supplies. For treatment, 18.68% of costs are attributable to new development. For supply, 100% of the costs are attributable to new development. There is no existing deficiency as current treatment and storage needs are met by current facilities.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the Citywide IMF program update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Water Fee is to fund water costs, including construction of a new storage tank, construction of a new well, and a proportionate share of treatment capacity.
2. The reasonable relationship between the Water Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future City water facilities or to fund new development's proportionate share of existing facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing the new water supply facility is not known at this time due to the City' slow rate of growth, but will be necessary to serve cumulative new development. Debt service for the treatment plant is scheduled to continue through June 1, 2040. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 2,139,793
Less loan receivable	<u>(548,679)</u>
Restated beginning balance July 2, 2018	\$ 1,591,114

Fees collected	\$ 528,885
Interest earned/market loss	78,799
Misc. revenue	<u>-</u>
Total	\$ 607,684

	Amount	% Fee
Disbursements	from Fee	Funded in
Impact Fee Program Update	<u>\$ 1,328</u>	FY 19
Total	\$ 1,328	3%

Ending balance June 30, 2019	\$ 2,746,149
Plus loan receivable	<u>548,679</u>
Restated beginning balance June 30, 2019	\$ 3,294,828

Note: Beginning and ending balance reflects loan receivable balance due to the Water IMF Fee from the Fire IMF Fee. As of June 30, 2019, the loan balance was 548,679.

Water
FUND: 562

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 20,299	\$ 332,765	\$ 206,847	\$ 362,481	\$ 528,885
Interest Earned/Mkt Gain/Loss	259	1,749	2,865	396	78,799
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 20,558	\$ 334,514	\$ 209,712	\$ 362,877	\$ 607,684
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	5,387	1,328
Total Expenditures	\$ -	\$ -	\$ -	\$ 5,387	\$ 1,328
Revenue Less Expenditures	\$ 20,558	\$ 334,514	\$ 209,712	\$ 357,490	\$ 606,356
Fund Balance, Beginning of Year	1,217,519	1,238,076	1,572,591	1,782,303	2,139,793
Fund Balance, End of Year	1,238,076	1,572,591	1,782,303	2,139,793	2,746,149
Assigned Fund Balance	-	-	6,715	1,328	-
Available Fund Balance	\$ 1,238,076	\$ 1,572,591	\$ 1,775,588	\$ 2,138,465	\$ 2,746,149

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	3%	\$ 1,328	\$ 38,670
Total	\$ 39,998		\$ 1,328	\$ 38,670

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	17%	\$ 5,387	\$ 26,698
Total	\$ 32,085		\$ 5,387	\$ 26,698

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 20,558	\$ 334,514	\$ 209,712	\$ 362,877	\$ 607,684
Available Revenue Prior Fiscal Year (2-yr Old Funds)	60,408	20,558	334,514	209,712	362,877
Available Revenue Prior Fiscal Year (3-yr Old Funds)	2,856	60,408	20,558	334,514	209,712
Available Revenue Prior Fiscal Year (4-yr Old Funds)	110,866	2,856	60,408	20,558	334,514
Available Revenue Prior Fiscal Year (5-yr Old Funds)	15,545	110,866	2,856	60,408	20,558
Available Revenue Greater than five Prior Fiscal Years	1,027,843	1,043,389	1,147,540	1,150,395	1,210,804
Total Revenue Available	\$ 1,238,076	\$ 1,572,591	\$ 1,775,588	\$ 2,138,465	\$ 2,746,149

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	5,387	1,328
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 5,387	\$ 1,328

2. Wastewater Fee Program (Fund 533)

Wastewater Treatment IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for the South Wastewater Trunk Line to support development in the southern area of the City. New development will be required to fund a proportionate share of existing overbuilt infrastructure and future infrastructure required to serve new development needs (including potential financing costs). Only properties benefiting from the South Wastewater Trunk Line will be required to pay this fee.

For purposes of the study, a plan-based fee calculation methodology was used. There are no existing deficiencies in this fee program. This fee program uses a full buildout projection, rather than the 2035 projection because the facilities will serve the entire buildout population.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There currently are no projects programmed in this fund as all facilities have been constructed.

Required Findings

1. The purpose of the Wastewater Fee is to fund wastewater costs, including a proportionate share of the wastewater treatment plant.
2. The reasonable relationship between the Wastewater Treatment Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 15, 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future City wastewater facilities or to fund new development's proportionate share of existing facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities. Current debt service is scheduled to continue through October 1, 2037.

South Wastewater Trunk Line IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a current over build of wastewater treatment capacity and no need for additional treatment facilities at buildout. Current facilities are built such that 100% of

the facilities needed to serve new development at buildout have already been constructed and financed. Wastewater fee revenue will be used solely to fund debt service on bonds issued to deliver improvements.

For purposes of the study, a plan-based incremental cost fee calculation methodology was used. Debt instruments have been issued at various times for the different phases of wastewater improvements. In all, 45.3% of outstanding debt is attributable to new development and up to 45.3% of outstanding debt costs as of August 2012 can be paid for from the Wastewater Fee. There are no existing deficiencies as 100% of buildout needs are served by current infrastructure.

This zone based IMF program funds new development's fair share of the South Wastewater Trunk Line serving the South Area.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the City wide IMF update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the South Wastewater Trunk Line Fee is to fund costs associated with the South Sewer Trunk Line that is required to serve future development in the South Area.
2. The reasonable relationship between the South Wastewater Trunk Line Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future South Sewer Trunk Line are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2019-20 budget cycle (shown in 2018 dollars).
4. The approximate date for fully funding and constructing the complete South Wastewater Trunk Line is not known at this time due to the City's slow rate of growth, but will be necessary to serve cumulative new development.

Beginning balance July 1, 2018	\$ 920,523
Fees collected	\$ 835,311
Interest earned/market loss	25,145
Misc. revenue	
Total	<u>\$ 860,455</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	\$ 1,809	23%
Debt Service - Future Users	<u>570,600</u>	23%
Total	<u>\$ 572,409</u>	
Ending balance June 30, 2019	\$ 1,208,569	

**Wastewater
FUND: 533**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 76,480	\$ 421,048	\$ 560,702	\$ 585,173	\$ 835,311
Interest Earned/Mkt Gain/Loss	1,583	5,211	5,158	7,836	25,145
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 78,062	\$ 426,259	\$ 565,860	\$ 593,009	\$ 860,455
Expenditures					
Debt Service	\$ 100,000	\$ 200,000	\$ -	\$ 500,000	\$ 570,600
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	7,336	1,809
Total Expenditures	\$ 100,000	\$ 200,000	\$ -	\$ 507,336	\$ 572,409
Revenue Less Expenditures	\$ (21,938)	\$ 226,259	\$ 565,860	\$ 85,673	\$ 288,046
Fund Balance, Beginning of Year	64,668	42,730	268,989	834,849	920,523
Fund Balance, End of Year	42,730	268,989	834,849	920,523	1,208,569
Assigned Fund Balance	-	-	9,145	1,809	-
Available Fund Balance	\$ 42,730	\$ 268,989	\$ 825,704	\$ 918,713	\$ 1,208,569

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	5%	\$ 1,809	\$ 38,189
Debt Service - Future Users	2,748,992	21%	570,600	2,178,392
Total	\$ 2,788,991		\$ 572,409	\$ 2,216,581

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	23%	\$ 7,336	\$ 24,749
Debt Service - Future Users	2,178,392	23%	500,000	1,678,392
Total	\$ 2,178,392		\$ 500,000	\$ 1,678,392

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 78,062	\$ 426,259	\$ 565,860	\$ 593,009	\$ 860,455
Available Revenue Prior Fiscal Year (2-yr Old Funds)	48,893	78,062	426,259	565,860	593,009
Available Revenue Prior Fiscal Year (3-yr Old Funds)	37,473	48,893	78,062	426,259	565,860
Available Revenue Prior Fiscal Year (4-yr Old Funds)	156,539	37,473	48,893	78,062	426,259
Available Revenue Prior Fiscal Year (5-yr Old Funds)	3,035,318	156,539	37,473	48,893	78,062
Available Revenue Greater than five Prior Fiscal Years	(3,313,556)	(478,237)	(330,843)	(793,370)	(1,315,077)
Total Revenue Available	\$ 42,730	\$ 268,989	\$ 825,704	\$ 918,713	\$ 1,208,569

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ 100,000	\$ 200,000	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	438,347	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	68,989	411,377
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	161,032
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 100,000	\$ 200,000	\$ -	\$ 507,336	\$ 572,409

*No debt service in FY16/17 due to debt refunding.

3. Storm Drainage Fee (Funds 535)

The Storm Drainage IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified the need for new Storm Drainage Basin areas to serve the needs of new development. The 2012 Nexus Study determined that in some areas, new development would be responsible for fully constructing and funding its own infrastructure demands. In other areas, a fee is required to facilitate the construction of necessary improvements. Additionally, Zone 2 was established on areas outside the City in anticipation of a potential annexation and development.

For purposes of this study, a plan based fee methodology was used. There are no existing deficiencies in this program. Current development is served by current infrastructure. Future development will either directly construct and finance its own storm drainage facilities, or pay into this fee program, depending on its geography within the City. This zone based IMF program funds new development's fair share of storm drainage facilities necessary to serve each zone's needs.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

The only project programmed in this fund for FY 2019/20 is a portion of the City-wide IMF program update. All facilities in this program have been constructed or will be privately funded.

Required Findings

1. The purpose of the Storm Drainage fee is to fund the storm drainage costs that include a proportionate share of storm drainage basins and pipe costs depending on the geography of each project.
2. The reasonable relationship between the storm drainage fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future storm drainage facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing these facilities is not shown in this report. Future projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 956,510
Fees collected	\$ 272,270
Interest earned/market loss	16,337
Misc. revenue	-
Total	<u>\$ 288,607</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 597</u>	1%
Total	<u>\$ 597</u>	
Ending balance June 30, 2019	\$ 1,244,520	

**Storm Drain
FUND: 535**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 107,514	\$ 45,481	\$ 37,850	\$ 13,335	\$ 272,270
Interest Earned/Mkt Gain/Loss	3,806	7,981	5,484	3,138	16,337
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 111,320	\$ 53,461	\$ 43,333	\$ 16,473	\$ 288,607
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	2,418	597
Total Expenditures	\$ -	\$ -	\$ -	\$ 2,418	\$ 597
Revenue Less Expenditures	\$ 111,320	\$ 53,461	\$ 43,333	\$ 14,055	\$ 288,010
Fund Balance, Beginning of Year	734,340	845,660	899,121	942,455	956,510
Fund Balance, End of Year	845,660	899,121	942,455	956,510	1,244,520
Assigned Fund Balance	-	-	3,015	597	-
Available Fund Balance	\$ 845,660	\$ 899,121	\$ 939,440	\$ 955,913	\$ 1,244,520

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 597	\$ 39,402
Total	\$ 39,998		\$ 597	\$ 39,402
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	8%	\$ 2,418	\$ 29,667
Total	\$ 32,085		\$ 2,418	\$ 29,667

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 111,320	\$ 53,461	\$ 43,333	\$ 16,473	\$ 288,607
Available Revenue Prior Fiscal Year (2-yr Old Funds)	135,497	111,320	53,461	43,333	16,473
Available Revenue Prior Fiscal Year (3-yr Old Funds)	-	135,497	111,320	53,461	43,333
Available Revenue Prior Fiscal Year (4-yr Old Funds)	-	-	135,497	111,320	53,461
Available Revenue Prior Fiscal Year (5-yr Old Funds)	180,163	-	-	135,497	111,320
Available Revenue Greater than five Prior Fiscal Years	418,681	598,844	595,829	595,829	731,325
Total Revenue Available	\$ 845,660	\$ 899,121	\$ 939,440	\$ 955,913	\$ 1,244,520

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	2,418	597
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 2,418	\$ 597

4. Transportation Fee Program (Fund 308)

The Transportation IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified \$33.7 million in combined traffic signal and roadway improvements needed to serve the City. The overwhelming majority (92%) of the Harney Lane improvements were anticipated to be funded by sources outside the IMFP. The large majority (60%) of the Victor Rd. improvements are also anticipated to be funded by sources outside the IMFP. The Harney Lane project was completed in the summer of 2018. The 2012 Nexus Study anticipated \$2,130,000 in 2012 dollars to be spent from the IMFP on the Harney Lane project. The project was completed without using IMFP funds, leaving the balance available for other listed IMFP improvements. Traffic Signals are included in the Transportation IMF based on new developments share of trips through the various intersections. New developments share ranges from 20-100% of each project with new developments share identified in the nexus study.

For purposes of the study, a plan-based fee calculation methodology was used. Trip generation rates and pass-by trip percentages were used to develop DUE factors for each land use type. These DUE factors were then used to allocate costs to each land use type. There is no existing deficiency as current treatment and storage needs are met by current facilities.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include Traffic Signal and Lighting Design, New Signal at Victor/Guild Roads, and a portion of the City-wide IMF update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Transportation fee is to fund traffic costs that include a proportionate share of new traffic signals and road widening projects.
2. The reasonable relationship between the transportation fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete future transportation facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 864,671
Fees collected	\$ 189,815
Interest earned/market loss	16,821
Misc. revenue	-
Total	<u>\$ 206,636</u>

	Amount	% Fee
Disbursements	from Fee	Funded in
		FY 19
Victor/Guild Signal	\$ 8,895	20%
Impact Fee Program Update	<u>304</u>	1%
Total	\$ 9,199	

Ending balance June 30, 2019 \$ 1,062,108

	Amount	% Fee
Planned projects for Fiscal Year 2019/20		Funded in
		FY 20
Project: Signal Victor/Guild Roads	<u>764,000</u>	100%
Total Projects Planned for FY 19/20	\$ 764,000	

Streets

FUND: 308

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 22,124	\$ 361,073	\$ 75,550	\$ 97,819	\$ 189,815
Interest Earned/Mkt Gain/Loss	2,039	7,366	4,696	458	16,821
Misc. Revenue					
Total Revenues	\$ 24,162	\$ 368,439	\$ 80,246	\$ 98,277	\$ 206,636
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	13,706	23,084	9,199
Total Expenditures	\$ -	\$ -	\$ 13,706	\$ 23,084	\$ 9,199
Revenue Less Expenditures	\$ 24,162	\$ 368,439	\$ 66,541	\$ 75,193	\$ 197,437
Fund Balance, Beginning of Year	330,336	354,499	722,938	789,478	864,672
Fund Balance, End of Year	354,499	722,938	789,478	864,672	1,062,109
Assigned Fund Balance	-	-	34,561	17,759	-
Available Fund Balance	\$ 354,499	\$ 722,938	\$ 754,918	\$ 846,912	\$ 1,062,109

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 39,998	1%	\$ 304	\$ 39,694
Victor/Guild Signal	44,589	20%	8,895	35,694
Total	\$ 84,587		\$ 9,199	\$ 75,388

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 32,085	4%	\$ 1,233	\$ 30,852
Victor/Guild Signal	23,329	94%	21,851	1,478
Total	\$ 55,414		\$ 23,084	\$ 32,330

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 24,162	\$ 368,439	\$ 80,246	\$ 98,277	\$ 206,636
Available Revenue Prior Fiscal Year (2-yr Old Funds)	97,266	24,162	368,439	80,246	98,277
Available Revenue Prior Fiscal Year (3-yr Old Funds)	3,794	97,266	24,162	368,439	80,246
Available Revenue Prior Fiscal Year (4-yr Old Funds)	378,551	3,794	97,266	24,162	368,439
Available Revenue Prior Fiscal Year (5-yr Old Funds)	116,059	378,551	3,794	97,266	24,162
Available Revenue Greater than five Prior Fiscal Years	(265,333)	(149,275)	181,010	178,521	284,348
Total Revenue Available	\$ 354,499	\$ 722,938	\$ 754,918	\$ 846,912	\$ 1,062,109

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	13,706	23,084	9,199
Total Annual Expenditures	\$ -	\$ -	\$ 13,706	\$ 23,084	\$ 9,199

6. Police Fee Program (Fund 435)

The Police IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified that the current police station is adequate to serve the City's needs through 2035. New development will drive the need for new police personnel who will occupy space within the existing police station. Therefore it is appropriate for new development to fund its share of the existing police station, including debt service.

For purposes of the study, a plan based fee methodology was used establishing a level of service standard of 1.70 police personnel (this includes both sworn and non-sworn officers) per thousand residents was used. There are no existing deficiencies in this fee program. Based on this methodology, 85% of the cost of the police station is allocated to existing development or development beyond 2035. The remaining 15% is allocated to anticipated development through 2035. A total of \$4.1 Million of debt service cost is eligible for allocation to new development. In addition, \$434,000 in vehicle costs (in 2012 dollars) was allocated to new development. These are the new vehicles required to serve new officers required by new development.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

The only programmed project for FY 2019/20 in this fund is a portion of the City-wide IMF update. New vehicle purchases are planned only as new officers are hired to serve new development.

Required Findings

1. The purpose of the Police Fee is to fund police-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Police Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including debt service. Additionally, fee revenue will fund new development's proportion cost of new vehicle costs to support new officers through 2035.

Beginning balance July 1, 2018	\$ 295,269
Fees collected	\$ 127,880
Interest earned/market loss	5,758
Misc. revenue	-
Total	<u>\$ 133,638</u>

	Amount from Fee	% Fee Funded in FY 18
Disbursements		
Impact Fee Program Update	<u>\$ 323</u>	1%
Total	<u>\$ 323</u>	
Ending balance June 30, 2019	\$ 428,584	

**Police
FUND: 435**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 10,676	\$ 153,873	\$ 21,295	\$ 69,662	\$ 127,880
Interest Earned/Mkt Gain/Loss	330	2,292	1,231	801	5,758
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 11,006	\$ 156,165	\$ 22,526	\$ 70,463	\$ 133,638
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	1,309	323
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,309	\$ 323
Revenue Less Expenditures	\$ 11,006	\$ 156,165	\$ 22,526	\$ 69,154	\$ 133,315
Fund Balance, Beginning of Year	36,418	47,424	203,589	226,115	295,269
Fund Balance, End of Year	47,424	203,589	226,115	295,269	428,584
Assigned Fund Balance	-	-	1,632	323	-
Available Fund Balance	\$ 47,424	\$ 203,589	\$ 224,483	\$ 294,946	\$ 428,584

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 323	\$ 39,676
Total	\$ 39,998		\$ 323	\$ 39,676

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	4%	\$ 1,309	\$ 30,776
Total	\$ 32,085		\$ 1,309	\$ 30,776

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 11,006	\$ 156,165	\$ 22,526	\$ 70,463	\$ 133,638
Available Revenue Prior Fiscal Year (2-yr Old Funds)	34,774	11,006	156,165	22,526	70,463
Available Revenue Prior Fiscal Year (3-yr Old Funds)	1,085	34,774	11,006	156,165	22,526
Available Revenue Prior Fiscal Year (4-yr Old Funds)	103,351	1,085	34,774	11,006	156,165
Available Revenue Prior Fiscal Year (5-yr Old Funds)	20,978	103,351	1,085	34,774	11,006
Available Revenue Greater than five Prior Fiscal Years	(123,772)	(102,793)	(1,074)	(1,621)	32,831
Total Revenue Available	\$ 47,424	\$ 203,589	\$ 224,483	\$ 294,946	\$ 426,952

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	1,309	323
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 1,309	\$ 323

7. Fire Fee Program (Fund 436)

The Fire IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need to expand and relocate Fire Station 2 in order to serve buildout of the City. The study also identified an overbuild of Fire Station 4 carried over. Fire Station 4 was constructed in part from a loan from the Water Fee Program to the Fire Fee Program. As of June 30, 2019, the loan balance was 549,679.

For purposes of the study, a plan based fee methodology was used. There are no existing deficiencies in this fee program. Based on this methodology, 81% of the cost of the expanded fire station is allocated to existing development and 19% is allocated to anticipated development through 2035. A total of \$3.1 Million is eligible for allocation to new development. However, because the anticipated cost of Station 2 expansion was only \$1.6 Million, including financing costs, and the outstanding loan from the Water Fee Program was \$1.2 Million, as of the date the Nexus Study was prepared, only \$2.8 Million was allocated to new development.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

The expansion of Fire Station 2 and the construction of Fire Station 4 (financed with a loan from the Water Fee Program) are attributable to new development and new development will be required to pay for 100% of the costs associated with each.

Projects programmed in this fund for FY 2019/20 include a portion of the city wide IMF update and repayment of the loan to the Water IMF as previously described.

Required Findings

1. The purpose of the Fire Fee is to fund fire-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Fire Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including external and internal loan repayments. Internal loan repayments are scheduled as revenues are received and the current repayment date is unknown.

Beginning balance July 1, 2018	\$ (978,956)
Fees collected	\$ 84,120
Interest earned/market loss	485
Misc. revenue	<u>402,873</u>
Total	\$ 487,477

	Amount	% Fee
	from Fee	Funded in
		FY 18
Disbursements		
Impact Fee Program Update	\$ 165	0%
Loan interest	<u>57,526</u>	
Total	\$ 57,692	
Ending balance June 30, 2019	\$ (549,171)	

Note: Beginning and ending balance is negative due to outstanding loan due to the Water IMF Fee. As of June 30, 2019, the loan balance was 549,679

Fire
FUND: 436

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 8,357	\$ 121,012	\$ 21,714	\$ 42,113	\$ 84,120
Interest Earned/Mkt Gain/Loss	113	954	314	914	485
Misc. Revenue	-	-	-	-	402,873
Total Revenues	\$ 8,471	\$ 121,966	\$ 22,029	\$ 43,027	\$ 487,477
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Loan interest	-	-	-	-	57,526
AB 1600 Disbursements	-	-	-	670	165
Total Expenditures	\$ -	\$ -	\$ -	\$ 670	\$ 57,692
Revenue Less Expenditures	\$ 8,471	\$ 121,966	\$ 22,029	\$ 42,358	\$ 429,786
Fund Balance, Beginning of Year	(1,173,780)	(1,165,309)	(1,043,343)	(1,021,314)	(978,956)
Fund Balance, End of Year	(1,165,309)	(1,043,343)	(1,021,314)	(978,956)	(549,171)
Assigned Fund Balance	-	-	835	165	-
Available Fund Balance	\$ (1,165,309)	\$ (1,043,343)	\$ (1,022,149)	\$ (979,122)	\$ (549,171)

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	0%	\$ 165	\$ 39,833
Loan interest	57,526		-	57,526
Total	\$ 39,998		\$ 165	\$ 39,833

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	2%	\$ 670	\$ 31,415
Total	\$ 32,085		\$ 670	\$ 31,415

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 8,471	\$ 121,966	\$ 22,029	\$ 43,027	\$ 487,477
Available Revenue Prior Fiscal Year (2-yr Old Funds)	34,596	8,471	121,966	22,029	43,027
Available Revenue Prior Fiscal Year (3-yr Old Funds)	631	34,596	8,471	121,966	22,029
Available Revenue Prior Fiscal Year (4-yr Old Funds)	67,380	631	34,596	8,471	121,966
Available Revenue Prior Fiscal Year (5-yr Old Funds)	19,340	67,380	631	34,596	8,471
Available Revenue Greater than five Prior Fiscal Years	(1,295,725)	(1,276,386)	(1,209,841)	(1,210,045)	(1,233,141)
Total Revenue Available	\$ (1,165,309)	\$ (1,043,343)	\$ (1,022,149)	\$ (979,957)	\$ (550,171)

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ 670	\$ 57,692
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 670	\$ 57,692

8. Parks Fee Program (Fund 437)

The Parks IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need to improve three parklands located within the City to serve new development. Additionally, all of the neighborhood parks (totaling 2.5 acres per 1,000 residents) required to serve new development will be privately funded by future development.

For purposes of the study, a level of service standard was used establishing a total of 8.0 acres of combined parkland, open space and special use areas per 1,000 residents. There are no existing deficiencies in this fee program. Three types of parkland exist within the City including neighborhood, community and regional. The IMF only covers new development's share of the community and regional parks, a portion of natural open space and special use areas. Neighborhood parks are planned to be fully privately funded by future development.

Ending balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects funded in Fiscal Year 2019/20 a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents as shown below.

Required Findings

1. The purpose of the Parks Fee is to fund facilities attributable to the impact from new development.
2. The reasonable relationship between the Parks Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2018 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 315,440
Fees collected	\$ 609,228
Interest earned/market loss	11,294
Misc. revenue	-
Total	<u>\$ 620,522</u>

	Amount	% Fee
	from Fee	Funded in
		FY 19
Disbursements		
Impact Fee Program Update	\$ 1,666	4%
Debenedetti Park	<u>54,905</u>	100%
Total	<u>\$ 56,571</u>	
Ending balance June 30, 2019	\$ 879,390	

**Parks & Recreation
FUND: 437**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 28,644	\$ 496,751	\$ 37,470	\$ 300,584	\$ 609,228
Interest Earned/Mkt Gain/Loss	1,686	9,310	3,757	680	11,294
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 30,330	\$ 506,061	\$ 41,227	\$ 301,265	\$ 620,522
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Misc. Adjustments	-	(23,396)	-	-	-
AB 1600 Disbursements	77,039	102,576	238,152	550,463	56,571
Total Expenditures	\$ 77,039	\$ 79,180	\$ 238,152	\$ 550,463	\$ 56,571
Revenue Less Expenditures	\$ (46,709)	\$ 426,881	\$ (196,925)	\$ (249,198)	\$ 563,950
Fund Balance, Beginning of Year	381,392	334,682	761,563	564,638	315,440
Fund Balance, End of Year	334,682	761,563	564,638	315,440	879,390
Assigned Fund Balance	-	-	496,080	166	-
Available Fund Balance	\$ 334,682	\$ 761,563	\$ 68,558	\$ 315,273	\$ 879,390

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 39,998	4%	\$ 1,666	\$ 38,332
DeBenedetti Park	54,905	100%	54,905	-
DeBenedetti Park Trail/Parking Lot	652,709	0%	-	652,709
Total	\$ 747,612		\$ 56,571	\$ 691,041

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 32,085	21%	\$ 6,756	\$ 25,329
DeBenedetti Park Trail/Parking Lot	652,709	83%	543,707	109,002
Total	\$ 684,794		\$ 550,463	\$ 134,331

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 30,330	\$ 506,061	\$ 41,227	\$ 301,265	\$ 620,522
Available Revenue Prior Fiscal Year (2-yr Old Funds)	44,670	30,330	506,061	41,227	301,265
Available Revenue Prior Fiscal Year (3-yr Old Funds)	3,512	44,670	30,330	506,061	41,227
Available Revenue Prior Fiscal Year (4-yr Old Funds)	31,416	3,512	44,670	30,330	506,061
Available Revenue Prior Fiscal Year (5-yr Old Funds)	41,853	31,416	3,512	44,670	30,330
Available Revenue Greater than five Prior Fiscal Years	182,901	145,574	(557,243)	(608,279)	(620,014)
Total Revenue Available	\$ 334,682	\$ 761,563	\$ 68,558	\$ 315,273	\$ 879,390

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ 218,690	\$ 550,463	\$ 56,571
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	19,462	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	(66,394)	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	77,039	145,574	-	-	-
Total Annual Expenditures	\$ 77,039	\$ 79,180	\$ 238,152	\$ 550,463	\$ 56,571

9. Electric Utility Fee Program (Fund 505)

The Electric Utility IMF was first adopted by the City Council in 2007 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for new electric utility facilities to serve additional demand for electricity caused by new development. A Distribution Capacity Plan was used to determine peak load demand and the system is sized to meet peak load needs of the end users (consumers of electricity).

For purposes of the study, a plan based fee methodology was used. There are no existing deficiencies in this fee program. A total of \$7.1 million (in 2012 dollars) is allocated to new development covering a variety of electric utility facilities including distribution reinforcements, feeder additions, an added bank, and overhead and underground line extensions.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include the McLane Feeder, the 1267 Feeder extension and a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Electric Utility Fee is to fund electric utility facilities attributable to the impact of new development.
2. The reasonable relationship between the Electric Utility Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, dated August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 650,910
Fees collected	\$ 244,989
Interest earned/market loss	175
Misc. revenue	-
Total	<u>\$ 245,164</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 354</u>	1%
Total	<u>\$ 354</u>	
Ending balance June 30, 2019	\$ 895,720	

Electric

FUND: 505

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 163,985	\$ 12,205	\$ 83,914	\$ 137,611	\$ 244,989
Interest Earned/Mkt Gain/Loss	-	336	-	-	175
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 163,985	\$ 12,541	\$ 83,914	\$ 137,611	\$ 245,164
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	496,594	354
Total Expenditures	\$ -	\$ -	\$ -	\$ 496,594	\$ 354
Revenue Less Expenditures	\$ 163,985	\$ 12,541	\$ 83,914	\$ (358,983)	\$ 244,810
Fund Balance, Beginning of Year	749,453	913,438	925,979	1,009,893	650,910
Fund Balance, End of Year	913,438	925,979	1,009,893	650,910	895,720
Assigned Fund Balance	-	-	1,787	354	-
Available Fund Balance	\$ 913,438	\$ 925,979	\$ 1,008,106	\$ 650,556	\$ 895,720

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Update	\$ 39,998	1%	\$ 354	\$ 39,644
Total	\$ 39,998		\$ 354	\$ 39,644

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Update	\$ 32,085	4%	\$ 1,433	\$ 30,652
Lead Transfer Project - FY 16 & 17 eligible costs	86,599	100%	86,599	-
Cherokee Express Feeder - FY 17 eligible costs	408,562	100%	408,562	-
Total	\$ 527,246		\$ 496,594	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 163,985	\$ 12,541	\$ 83,914	\$ 137,611	\$ 245,164
Available Revenue Prior Fiscal Year (2-yr Old Funds)	89,641	163,985	12,541	83,914	137,611
Available Revenue Prior Fiscal Year (3-yr Old Funds)	6,226	89,641	163,985	12,541	83,914
Available Revenue Prior Fiscal Year (4-yr Old Funds)	117,773	6,226	89,641	163,985	12,541
Available Revenue Prior Fiscal Year (5-yr Old Funds)	(46,639)	117,773	6,226	89,641	163,985
Available Revenue Greater than five Prior Fiscal Years	582,452	535,813	651,799	162,864	252,505
Total Revenue Available	\$ 913,438	\$ 925,979	\$ 1,008,106	\$ 650,556	\$ 895,720

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	496,594	354
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 496,594	\$ 354

10. General City Facilities Fee Program (Fund 438)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for additional library building space, a remodel of the public safety building, updates to the City's General Plan, and the IMFP, all of which are required to serve new development.

For purposes of the study, a plan based fee methodology was used. New development is responsible for 18.53% of the cost of the General Plan Update and the Public Safety Building Remodel and 100% of the cost for both the expansion of the library and fee program updates.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the General City Facilities Fee is to fund general city facilities costs, including remodeling of the existing public safety building, updating the City's general plan, library expansion, and fee program updates, attributable to the impact of new development.
2. The reasonable relationship between the General City Facilities Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 172,933
Fees collected	\$ 105,583
Interest earned/market loss	3,454
Misc. revenue	-
Total	<u>\$ 109,037</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 265</u>	1%
Total	<u>\$ 265</u>	
Ending balance June 30, 2019	\$ 281,706	

General Facilities

FUND: 438

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 8,807	\$ 127,527	\$ 18,833	\$ 56,967	\$ 105,583
Interest Earned/Mkt Gain/Loss	212	1,339	646	844	3,454
Misc Revenue	-	-	-	-	-
Total Revenues	\$ 9,019	\$ 128,865	\$ 19,478	\$ 57,811	\$ 109,037
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	1,070	265
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,070	\$ 265
Revenue Less Expenditures	\$ 9,019	\$ 128,865	\$ 19,478	\$ 56,740	\$ 108,773
Fund Balance, Beginning of Year	(41,169)	(32,151)	96,715	116,193	172,933
Fund Balance, End of Year	(32,151)	96,715	116,193	172,933	281,706
Assigned Fund Balance	-	-	1,335	265	-
Available Fund Balance	\$ (32,151)	\$ 96,715	\$ 114,858	\$ 172,669	\$ 281,706

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 265	\$ 39,734
Total	\$ 39,998		\$ 265	\$ 39,734

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	32,085	3%	1,070	31,015
Total	\$ 32,085		\$ 1,070	\$ 31,015

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 9,019	\$ 128,865	\$ 19,478	\$ 57,811	\$ 109,037
Available Revenue Prior Fiscal Year (2-yr Old Funds)	29,549	9,019	128,865	19,478	57,811
Available Revenue Prior Fiscal Year (3-yr Old Funds)	895	29,549	9,019	128,865	19,478
Available Revenue Prior Fiscal Year (4-yr Old Funds)	56,891	895	29,549	9,019	128,865
Available Revenue Prior Fiscal Year (5-yr Old Funds)	23,789	56,891	895	29,549	9,019
Available Revenue Greater than five Prior Fiscal Years	(152,293)	(128,503)	(72,948)	(72,053)	(42,504)
Total Revenue Available	\$ (32,151)	\$ 96,715	\$ 114,858	\$ 172,669	\$ 281,706

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	1,070	265
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 1,070	\$ 265

10. Art in Public Places Fee Program (Fund 434)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a service standard of approximately \$28 (in 2012 dollars) per person served in the City for public art. For purposes of the study, a plan based fee methodology was used based on the then existing inventory of art and its estimated value divided by the population served. New development is responsible for 100% of the new art at the \$28 (in 2012 dollars) per person served standard.

Specific art pieces and specific locations for those pieces are not identified in the study, but will be determined as fee revenue becomes available.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include sidewalk chalk drawing, Cherokee Lane at Lodi Avenue Sculpture, Kettleman Lane Sculpture and Utility Box Art.

Required Findings

1. The purpose of the Art in Public Places Fee is to fund public art attributable to the impact of new development.
2. The reasonable relationship between the Art and Public Place Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2018 dollars).
4. The approximate date for funding and constructing some of these facilities is dependent on availability of sufficient fee revenue. Additional projects will be included in annual budgets as revenues become available.

Beginning balance July 1, 2018	\$ 109,854
Fees collected	\$ 16,694
Interest earned/market loss	1,898
Misc. revenue	-
Total	<u>\$ 18,592</u>

	Amount	% Fee
Disbursements	from Fee	Funded in
		FY 19
Impact Fee Program Update	\$ 46	1.0%
Traffic Control Box Art	1,200	31%
Library Art in Public Places	3,250	100%
Administration Costs	<u>5,000</u>	100%
Total	\$ 9,496	

Ending balance June 30, 2019 \$ 118,950

	Amount	% Fee
Planned projects for Fiscal Year 2019/20		Funded in
		FY 20
Project: Miscellaneous Art	<u>44,400</u>	100%
Total Projects Planned for FY 19/20	\$ 44,400	

Arts in Public Places

FUND: 434

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 1,584	\$ 16,844	\$ 3,903	\$ 8,638	\$ 16,694
Interest Earned/Mkt Gain/Loss	650	1,322	831	412	1,898
Misc Revenue	-	-	-	-	-
Total Revenues	\$ 2,234	\$ 18,166	\$ 4,734	\$ 9,051	\$ 18,592
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	46,778	5,000
AB 1600 Disbursements	25,950	5,259	1,341	10,621	4,496
Total Expenditures	\$ 25,950	\$ 5,259	\$ 1,341	\$ 57,399	\$ 9,496
Revenue Less Expenditures	\$ (23,716)	\$ 12,908	\$ 3,393	\$ (48,349)	\$ 9,096
Fund Balance, Beginning of Year	165,918	142,202	154,810	158,203	109,854
Miscellaneous Adjustments	-	(300)	-	-	-
Fund Balance, End of Year	142,202	154,810	158,203	109,854	118,950
Assigned Fund Balance	-	-	175	48	-
Available Fund Balance	\$ 142,202	\$ 154,810	\$ 158,028	\$ 109,806	\$ 118,950

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Impact Fee Program Update	\$ 39,998	0.1%	\$ 46	\$ 39,952
Bicycle Rack Project	4,750	0.0%	-	-
Traffic Control Box Art	3,883	30.9%	1,200	-
Repairs	1,594	0.0%	-	-
Library Art in Public Places	3,250	100.0%	3,250	-
Prior Years Administration Costs	5,000	100.0%	5,000	-
Total	\$ 58,474		\$ 9,496	\$ 39,952

FY 2017-2018 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Impact Fee Program Update	\$ 32,085	0.4%	\$ 127	\$ 31,958
Bicycle Rack Project	6,250	100.0%	6,250	-
Traffic Control Box Art	2,650	100.0%	2,650	-
Repairs	1,594	100.0%	1,594	-
Prior Years Administration Costs	46,778	100.0%	46,778	-
Total	\$ 89,357		\$ 57,399	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 2,234	\$ 18,166	\$ 4,734	\$ 9,051	\$ 18,592
Available Revenue Prior Fiscal Year (2-yr Old Funds)	5,181	2,234	18,166	4,734	9,051
Available Revenue Prior Fiscal Year (3-yr Old Funds)	502	5,181	2,234	18,166	4,734
Available Revenue Prior Fiscal Year (4-yr Old Funds)	16,504	502	5,181	2,234	18,166
Available Revenue Prior Fiscal Year (5-yr Old Funds)	6,307	16,504	502	5,181	2,234
Available Revenue Greater than five Prior Fiscal Years	111,473	112,222	127,210	70,440	66,173
Total Revenue Available	\$ 142,202	\$ 154,810	\$ 158,028	\$ 109,806	\$ 118,950

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	25,950	5,259	1,341	57,399	9,496
Total Annual Expenditures	\$ 25,950	\$ 5,259	\$ 1,341	\$ 57,399	\$ 9,496

**Development Impact Mitigation Fees
July 1, 2017 through June 30, 2018**

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Residential							
Low Density	\$711	\$753	\$385	\$3,890	\$2,541	\$617	\$80
Medium Density	\$386	\$634	\$324	\$3,276	\$2,140	\$519	\$67
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

Jr.

Land Use Category	Transportation Fee/1000	Police Fee/1000	Fire Fee/1000	Community Park Fee/1000	Neighborhood Park Fee/1000	General City Facilities Fee/1000	Art In Public Place Fee/1000
Commercial							
Retail	\$1,199	\$330	\$338	\$406	\$266	\$270	\$35
Office/Medical	\$872	\$528	\$540	\$650	\$428	\$433	\$56
Industrial	\$443	\$176	\$180	\$217	N/A	\$144	\$19

Land Use Category	Storm Drain Zone 1 Fee/Unit	Storm Drain Zone 2 Fee/Unit	South WW Trunk Fee/Unit
Residential			
Low Density	\$1,394	\$4,237	\$1,181
Medium Density	\$697	\$2,118	\$994
High Density ¹	\$228	\$627	\$337

Land Use	Storm Drain Fee/Acre	Storm Drain Fee/Acre	South WW Fee/Acre
Commercial			
Retail	\$14,640	\$44,485	\$1,096
Office/Medical	\$14,640	\$44,485	N/A
Industrial	\$15,686	\$47,663	N/A

Land Use Category	Residential		Non-Residential	
	Water Fee	Sewer Fee	Water Fee	Sewer Fee
Meter Size				
5/8"	\$2,079	\$2,831	\$2,079	\$2,831
3/4"	\$3,103	\$4,225	\$3,103	\$4,225
1"	\$5,181	\$7,056	\$5,181	\$7,056
1 1/2"	\$10,332	\$14,070	\$10,332	\$14,070
2"	\$16,537	\$22,521	\$16,537	\$22,521
3"	\$31,026	\$42,253	\$31,026	\$42,253
4"	\$51,721	\$70,435	\$51,721	\$70,435
6"	\$103,411	\$140,828	\$106,411	\$140,828
8"	\$165,464	\$225,333	\$165,464	\$225,333
10"	\$237,880	\$323,951	\$237,880	\$323,951

Residential Reduced Fees

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Low Density	\$289	\$307	\$157	\$1,584	\$1,016	\$251	\$33
Medium Density	\$157	\$258	\$132	\$1,334	\$856	\$211	\$27
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

**Development Impact Mitigation Fees
July 1, 2017 through June 30, 2018**

Electrical Fees				
Panel Category	Panel Size (amps)	208 Volts	240 Volts	480 Volts
Non-Residential Three Phase	200	\$1,178	\$1,359	\$2,718
	400	\$2,356	\$2,718	\$5,437
	600	\$3,534	\$4,077	\$8,155
	800	\$4,712	\$5,437	\$10,873
	1,000	\$5,890	n/a	\$13,591
	1,200	\$7,068	N/A	\$16,310
	1,600	\$9,423	n/a	\$21,746
	2,000	\$11,779	n/a	\$27,183
	2,500	\$14,724	n/a	\$33,979
	3,000	\$17,669	n/a	\$40,774
Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a
Non-Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a

1. Panel upgrade fees are determined as the difference between the fee for the existing panel and the proposed panel.

11. Regional Transportation Impact Fee Program (Fund 314)

The Regional Transportation Impact Fee (RTIF) is a county-wide, multi jurisdiction capital improvement funding program intended to cover a portion of the costs for new transportation facilities required to serve new development within the County of San Joaquin.

New development throughout the county is subject to the fee. The funding derived from the RTIF program is used in combination with other funding available to complete the needed transportation and transit improvements. More information on the program, including the RTIF Annual Report, including the most recent Nexus report, can be found at www.sjcog.org.

Due to the regional nature of transportation impacts and the regional benefit of transportation improvements, it is likely that many projects utilizing RTIF funds collected by the City of Lodi will actually be located outside the City's boundaries. The relationship between the impacts and benefits of the development and those projects is identified in the Nexus Study.

Required Findings

1. The purpose of the RTIF program is to provide new development's share of funding for regional transportation improvements facilities as required at build-out of the region.
2. The reasonable relationship between the RTIF fee and the purpose for which it is charged is demonstrated in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018.
3. The sources and amounts of funding anticipated necessary to complete RTIF improvements are in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018. The potential sources of funding for existing development's share is gas tax, and other local, state, and federal funding.
4. The approximate date for funding and constructing some new facilities is shown in the SJCOG Regional Congestions Management Program report.

Beginning balance July 1, 2018	\$ 995,241
Fees collected	\$ 618,293
Interest earned/market loss	19,652
Misc. revenue	-
Total	<u>\$ 637,946</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Harney Lane Grade Separation	<u>\$ 6,757</u>	0%
Total	<u>\$ 6,757</u>	

Ending balance June 30, 2019 \$ 1,626,430

**Regional Transportation
FUND: 314**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 90,121	\$ 671,994	\$ 983,822	\$ 585,263	\$ 618,293
Interest Earned/Mkt Gain/Loss	2,397	7,422	4,565	4,002	19,652
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 92,519	\$ 679,417	\$ 988,387	\$ 589,265	\$ 637,946
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	505,815	261,161	449,530	883,247	6,757
Total Expenditures	\$ 505,815	\$ 261,161	\$ 449,530	\$ 883,247	\$ 6,757
Revenue Less Expenditures	\$ (413,296)	\$ 418,256	\$ 538,857	\$ (293,982)	\$ 631,188
Fund Balance, Beginning of Year	745,407	332,111	750,367	1,289,223	995,241
Fund Balance, End of Year	332,111	750,367	1,289,223	995,241	1,626,430
Assigned Fund Balance	-	422,205	298,414	7,154	-
Available Fund Balance	\$ 332,111	\$ 328,161	\$ 990,809	\$ 988,088	\$ 1,626,430

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Harney Lane Grade Separation	\$ 4,969,242	0%	\$ 6,757	\$ 4,962,485
Total	\$ 4,969,242		\$ 6,757	\$ 4,962,485

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Harney Lane Grade Separation	\$ 4,969,242	18%	\$ 883,247	\$ 4,085,995
Total	\$ 4,969,242		\$ 883,247	\$ 4,085,995

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 92,519	\$ 679,417	\$ 988,387	\$ 589,265	\$ 637,946
Available Revenue Prior Fiscal Year (2-yr Old Funds)	37,041	92,519	679,417	988,387	589,265
Available Revenue Prior Fiscal Year (3-yr Old Funds)	411,444	37,041	92,519	679,417	988,387
Available Revenue Prior Fiscal Year (4-yr Old Funds)	149,460	411,444	37,041	92,519	679,417
Available Revenue Prior Fiscal Year (5-yr Old Funds)	217,316	149,460	411,444	37,041	92,519
Available Revenue Greater than five Prior Fiscal Years	(575,669)	(1,041,719)	(1,217,997)	(1,398,540)	(1,361,103)
Total Revenue Available	\$ 332,111	\$ 328,161	\$ 990,809	\$ 988,088	\$ 1,626,430

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ 92,519	\$ 261,161	\$ 382,530	\$ 277,391	\$ (305,118)
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	37,041	-	67,000	605,857	311,875
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	202,551	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 505,815	\$ 261,161	\$ 449,530	\$ 883,247	\$ 6,757

**Regional Transportation Impact Fee
July 1, 2017 through June 30, 2018**

Land Use Type	Current Fee Schedule	Annual Change @ 2.75%	FY 17/18 RTIF Schedule
Residential (Single Family DUE)	\$3,223.01	\$88.63	\$3,311.64
Residential (Multi-Family DUE)	\$1,933.80	\$53.18	\$1,986.98
Retail (Sq. Ft.)	\$1.28	\$0.04	\$1.32
Office (Sq. Ft.)	\$1.62	\$0.04	\$1.66
Commercial/Industrial (Sq. Ft.)	\$0.97	\$0.03	\$1.00
Warehouse (Sq. Ft.)	\$0.41	\$0.01	\$0.42
*Other (per Trip)	\$142.20	\$(40.08)	\$102.12
*Alternative fee calculation method for non-retail, non-residential development projects not otherwise adequately represented in the six land-use categories; typically projects with minimal or no building area that would nonetheless generate impacts to the transportation network. Examples include mining, intermodal and recreational facilities.			

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE IMPACT MITIGATION FEE PROGRAM
ANNUAL REPORT FOR FISCAL YEAR 2018/19

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WHEREAS, in accordance with the State’s annual reporting requirements, certain findings are required to be made regarding unexpended development impact fees in connection with consideration of the annual development impact fee report; and

WHEREAS, the Impact Mitigation Fee Program Annual Report for Fiscal Year 2018/19 identifies impact fee programs for which there are unexpended development impact fees for which findings are required and the required findings are included in the report.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Impact Mitigation Fee (IMF) Program Annual Report for Fiscal Year 2018/19, as shown in Exhibit A and made part of this Resolution.

Dated: February 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 February 5, 2020 by the following votes:

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

PAMELA M. FARRIS
Assistant City Clerk

**Annual Impact Mitigation Fee Program Report
For the City of Lodi
For Fiscal Year 2018-19**

This report contains information on the City of Lodi's Impact Mitigation Fee Programs (IMFP) for Fiscal Year 2018-19. This information is presented to comply with the annual reporting requirements contained in Government Code section 66000 *et seq.*, also known as AB1600. Please note that this annual report is not a budget document or audited financial statement; rather, it is compiled to meet reporting requirements. It reports revenues and expenditures for Fiscal Year 2018-19, and planned projects. The City has developed a formal Capital Improvement Program (CIP) during the FY 2019-20 budget cycle. The projects listed in this report will be recommended to Council for inclusion in the 2019-2024 CIP. This report summarizes revenue and expenditure activity and fund balance since FY2014-15, and provides a 5-year revenue test using oldest revenues first to fund expenditures as required by AB 1600.

Government Code 66006 requires local agencies to submit annual and five-year reports detailing the status of the IMFP. The annual report must be made available to the public within 180 days after the last day of the fiscal year, and must be presented to the public agency (City Council) at least 15 days after it is made available to the public.

This report summarizes the following information for each of the development fee programs:

1. A brief description of the fee program.
2. Schedule of fees.
3. Beginning and ending balances of the fee program.
4. Amount of fees collected, interest earned, and transfers/loans.
5. Disbursement information (including interfund transfers/loans) and percentage of the project funded by fees.
6. A description of each interfund loan along with the date the loan will be repaid and the rate of interest.
7. The estimated date when projects will begin if sufficient revenues are available to construct the project.
8. Findings for each fee program.

More detailed information on certain elements of the various fees within the IMFP is available through other documents such as the Nexus Study approved by Resolution 2012-142, the IMFP Amendment approved by Resolution 2013-184, Resolution 2016-88 which eliminated previously authorized fee reductions enacted to incentivize development, and

the City's Annual Budget. In the future, the CIP will contain relevant program information as well. The City does not earmark IMFP revenue for any specific project as the fees are collected; rather, the fees are applied toward a series of capital improvement projects authorized within the specific IMFP. No refunds were made during Fiscal Year 2018/19 pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

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Presentation of Information by Fund

This report presents information by Fund starting with a summary overview of FY2018/19 Revenues and Expenses, FY2018/19 Project disbursements, and Projects for FY2019/20. Following this overview is a more detailed 5-year review of revenues and expenses and fund balance to demonstrate both the collection and use of the fees over time.

The report presents the total FY2018/19 and FY2017/18 Project Amounts funded from impact fees and the percent funded from non-fee sources. The revenue table identifies the age of the total revenue available or available fund balance by demonstrating which fiscal year received the revenue. The 5-year Expenditure table presents the use of revenue collected in the year that funded the project. This demonstrates that the oldest revenue is spent before new funds, also known as the First-in, First-out (FIFO) basis.

City Impact Mitigation Fee Schedule

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Residential							
Low Density	\$711	\$753	\$385	\$3,890	\$2,541	\$617	\$80
Medium Density	\$386	\$634	\$324	\$3,276	\$2,140	\$519	\$67
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

Land Use Category	Transportation Fee/1000	Police Fee/1000	Fire Fee/1000	Community Park Fee/1000	Neighborhood Park Fee/1000	General City Facilities Fee/1000	Art In Public Place Fee/1000
Commercial							
Retail	\$1,199	\$330	\$338	\$406	\$266	\$270	\$35
Office/Medical	\$872	\$528	\$540	\$650	\$428	\$433	\$56
Industrial	\$443	\$176	\$180	\$217	N/A	\$144	\$19

Land Use Category	Storm Drain Zone 1 Fee/Unit	Storm Drain Zone 2 Fee/Unit	South WW Trunk Fee/Unit
Residential			
Low Density	\$1,394	\$4,237	\$1,181
Medium Density	\$697	\$2,118	\$994
High Density ¹	\$228	\$627	\$337

Land Use	Storm Drain Fee/Acre	Storm Drain Fee/Acre	South WW Fee/Acre
Commercial			
Retail	\$14,640	\$44,485	\$1,096
Office/Medical	\$14,640	\$44,485	N/A
Industrial	\$15,686	\$47,663	N/A

Land Use Category	Residential		Non-Residential	
	Water Fee	Sewer Fee	Water Fee	Sewer Fee
Meter Size				
5/8"	\$2,079	\$2,831	\$2,079	\$2,831
3/4"	\$3,103	\$4,225	\$3,103	\$4,225
1"	\$5,181	\$7,056	\$5,181	\$7,056
1 1/2"	\$10,332	\$14,070	\$10,332	\$14,070
2"	\$16,537	\$22,521	\$16,537	\$22,521
3"	\$31,026	\$42,253	\$31,026	\$42,253
4"	\$51,721	\$70,435	\$51,721	\$70,435
6"	\$103,411	\$140,828	\$106,411	\$140,828
8"	\$165,464	\$225,333	\$165,464	\$225,333
10"	\$237,880	\$323,951	\$237,880	\$323,951

1. Fees Effective until December 31, 2019. Fees not subject to annual inflationary increases.

Residential Reduced Fees							
Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Fee/Unit	General City Fee/Unit	Art In Public Fee/Unit
Low Density	\$289	\$307	\$157	\$1,584	\$1,016	\$251	\$33
Medium Density	\$157	\$258	\$132	\$1,334	\$856	\$211	\$27
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

Electrical Fees				
Panel Category	Panel Size (amps)	208 Volts	240 Volts	480 Volts
Non-Residential Three Phase	200	\$1,178	\$1,359	\$2,718
	400	\$2,356	\$2,718	\$5,437
	600	\$3,534	\$4,077	\$8,155
	800	\$4,712	\$5,437	\$10,873
	1,000	\$5,890	n/a	\$13,591
	1,200	\$7,068	N/A	\$16,310
	1,600	\$9,423	n/a	\$21,746
	2,000	\$11,779	n/a	\$27,183
	2,500	\$14,724	n/a	\$33,979
	3,000	\$17,669	n/a	\$40,774
Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a
Non-Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a

1. Panel upgrade fees are determined as the difference between the fee for the existing panel and the proposed panel.

1. Fees effective until December 31, 2019. Fees not subject to annual inflationary increases.

Water Fee (Fund 562)

The Water IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a current over build of treatment capacity and a need for new water supply facilities at buildout. The total estimated cost of treatment facilities was included in the Nexus Study and totaled \$71.6 Million in 2012 dollars (including debt service). The total estimated new water supply facilities cost was included in the Nexus Study and totaled \$4 Million in 2012 dollars.

For purposes of the 2012 study, a plan-based fee calculation methodology was used. Each unit was assumed to receive a blended water supply of groundwater and surface water consistent with the system wide ratios of ground water to surface water supplies. For treatment, 18.68% of costs are attributable to new development. For supply, 100% of the costs are attributable to new development. There is no existing deficiency as current treatment and storage needs are met by current facilities.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the Citywide IMF program update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Water Fee is to fund water costs, including construction of a new storage tank, construction of a new well, and a proportionate share of treatment capacity.
2. The reasonable relationship between the Water Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future City water facilities or to fund new development's proportionate share of existing facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing the new water supply facility is not known at this time due to the City' slow rate of growth, but will be necessary to serve cumulative new development. Debt service for the treatment plant is scheduled to continue through June 1, 2040. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 2,139,793
Less loan receivable	<u>(548,679)</u>
Restated beginning balance July 2, 2018	\$ 1,591,114

Fees collected	\$ 528,885
Interest earned/market loss	78,799
Misc. revenue	<u>-</u>
Total	\$ 607,684

	Amount	% Fee
Disbursements	from Fee	Funded in
Impact Fee Program Update	<u>\$ 1,328</u>	FY 19
Total	\$ 1,328	3%

Ending balance June 30, 2019	\$ 2,746,149
Plus loan receivable	<u>548,679</u>
Restated beginning balance June 30, 2019	\$ 3,294,828

Note: Beginning and ending balance reflects loan receivable balance due to the Water IMF Fee from the Fire IMF Fee. As of June 30, 2019, the loan balance was 548,679.

Water
FUND: 562

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 20,299	\$ 332,765	\$ 206,847	\$ 362,481	\$ 528,885
Interest Earned/Mkt Gain/Loss	259	1,749	2,865	396	78,799
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 20,558	\$ 334,514	\$ 209,712	\$ 362,877	\$ 607,684
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	5,387	1,328
Total Expenditures	\$ -	\$ -	\$ -	\$ 5,387	\$ 1,328
Revenue Less Expenditures	\$ 20,558	\$ 334,514	\$ 209,712	\$ 357,490	\$ 606,356
Fund Balance, Beginning of Year	1,217,519	1,238,076	1,572,591	1,782,303	2,139,793
Fund Balance, End of Year	1,238,076	1,572,591	1,782,303	2,139,793	2,746,149
Assigned Fund Balance	-	-	6,715	1,328	-
Available Fund Balance	\$ 1,238,076	\$ 1,572,591	\$ 1,775,588	\$ 2,138,465	\$ 2,746,149

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	3%	\$ 1,328	\$ 38,670
Total	\$ 39,998		\$ 1,328	\$ 38,670

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	17%	\$ 5,387	\$ 26,698
Total	\$ 32,085		\$ 5,387	\$ 26,698

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 20,558	\$ 334,514	\$ 209,712	\$ 362,877	\$ 607,684
Available Revenue Prior Fiscal Year (2-yr Old Funds)	60,408	20,558	334,514	209,712	362,877
Available Revenue Prior Fiscal Year (3-yr Old Funds)	2,856	60,408	20,558	334,514	209,712
Available Revenue Prior Fiscal Year (4-yr Old Funds)	110,866	2,856	60,408	20,558	334,514
Available Revenue Prior Fiscal Year (5-yr Old Funds)	15,545	110,866	2,856	60,408	20,558
Available Revenue Greater than five Prior Fiscal Years	1,027,843	1,043,389	1,147,540	1,150,395	1,210,804
Total Revenue Available	\$ 1,238,076	\$ 1,572,591	\$ 1,775,588	\$ 2,138,465	\$ 2,746,149

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	5,387	1,328
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 5,387	\$ 1,328

2. Wastewater Fee Program (Fund 533)

Wastewater Treatment IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for the South Wastewater Trunk Line to support development in the southern area of the City. New development will be required to fund a proportionate share of existing overbuilt infrastructure and future infrastructure required to serve new development needs (including potential financing costs). Only properties benefiting from the South Wastewater Trunk Line will be required to pay this fee.

For purposes of the study, a plan-based fee calculation methodology was used. There are no existing deficiencies in this fee program. This fee program uses a full buildout projection, rather than the 2035 projection because the facilities will serve the entire buildout population.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

There currently are no projects programmed in this fund as all facilities have been constructed.

Required Findings

1. The purpose of the Wastewater Fee is to fund wastewater costs, including a proportionate share of the wastewater treatment plant.
2. The reasonable relationship between the Wastewater Treatment Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 15, 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future City wastewater facilities or to fund new development's proportionate share of existing facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities. Current debt service is scheduled to continue through October 1, 2037.

South Wastewater Trunk Line IMF

The Wastewater Treatment IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a current over build of wastewater treatment capacity and no need for additional treatment facilities at buildout. Current facilities are built such that 100% of

the facilities needed to serve new development at buildout have already been constructed and financed. Wastewater fee revenue will be used solely to fund debt service on bonds issued to deliver improvements.

For purposes of the study, a plan-based incremental cost fee calculation methodology was used. Debt instruments have been issued at various times for the different phases of wastewater improvements. In all, 45.3% of outstanding debt is attributable to new development and up to 45.3% of outstanding debt costs as of August 2012 can be paid for from the Wastewater Fee. There are no existing deficiencies as 100% of buildout needs are served by current infrastructure.

This zone based IMF program funds new development's fair share of the South Wastewater Trunk Line serving the South Area.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the City wide IMF update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the South Wastewater Trunk Line Fee is to fund costs associated with the South Sewer Trunk Line that is required to serve future development in the South Area.
2. The reasonable relationship between the South Wastewater Trunk Line Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future South Sewer Trunk Line are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2019-20 budget cycle (shown in 2018 dollars).
4. The approximate date for fully funding and constructing the complete South Wastewater Trunk Line is not known at this time due to the City's slow rate of growth, but will be necessary to serve cumulative new development.

Beginning balance July 1, 2018	\$ 920,523
Fees collected	\$ 835,311
Interest earned/market loss	25,145
Misc. revenue	
Total	<u>\$ 860,455</u>

	Amount	% Fee
	from Fee	Funded in
		FY 19
Disbursements		
Impact Fee Program Update	\$ 1,809	23%
Debt Service - Future Users	<u>570,600</u>	23%
Total	<u>\$ 572,409</u>	
Ending balance June 30, 2019	\$ 1,208,569	

**Wastewater
FUND: 533**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 76,480	\$ 421,048	\$ 560,702	\$ 585,173	\$ 835,311
Interest Earned/Mkt Gain/Loss	1,583	5,211	5,158	7,836	25,145
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 78,062	\$ 426,259	\$ 565,860	\$ 593,009	\$ 860,455
Expenditures					
Debt Service	\$ 100,000	\$ 200,000	\$ -	\$ 500,000	\$ 570,600
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	7,336	1,809
Total Expenditures	\$ 100,000	\$ 200,000	\$ -	\$ 507,336	\$ 572,409
Revenue Less Expenditures	\$ (21,938)	\$ 226,259	\$ 565,860	\$ 85,673	\$ 288,046
Fund Balance, Beginning of Year	64,668	42,730	268,989	834,849	920,523
Fund Balance, End of Year	42,730	268,989	834,849	920,523	1,208,569
Assigned Fund Balance	-	-	9,145	1,809	-
Available Fund Balance	\$ 42,730	\$ 268,989	\$ 825,704	\$ 918,713	\$ 1,208,569

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	5%	\$ 1,809	\$ 38,189
Debt Service - Future Users	2,748,992	21%	570,600	2,178,392
Total	\$ 2,788,991		\$ 572,409	\$ 2,216,581

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	23%	\$ 7,336	\$ 24,749
Debt Service - Future Users	2,178,392	23%	500,000	1,678,392
Total	\$ 2,178,392		\$ 500,000	\$ 1,678,392

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 78,062	\$ 426,259	\$ 565,860	\$ 593,009	\$ 860,455
Available Revenue Prior Fiscal Year (2-yr Old Funds)	48,893	78,062	426,259	565,860	593,009
Available Revenue Prior Fiscal Year (3-yr Old Funds)	37,473	48,893	78,062	426,259	565,860
Available Revenue Prior Fiscal Year (4-yr Old Funds)	156,539	37,473	48,893	78,062	426,259
Available Revenue Prior Fiscal Year (5-yr Old Funds)	3,035,318	156,539	37,473	48,893	78,062
Available Revenue Greater than five Prior Fiscal Years	(3,313,556)	(478,237)	(330,843)	(793,370)	(1,315,077)
Total Revenue Available	\$ 42,730	\$ 268,989	\$ 825,704	\$ 918,713	\$ 1,208,569

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ 100,000	\$ 200,000	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	438,347	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	68,989	411,377
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	161,032
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 100,000	\$ 200,000	\$ -	\$ 507,336	\$ 572,409

*No debt service in FY16/17 due to debt refunding.

3. Storm Drainage Fee (Funds 535)

The Storm Drainage IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified the need for new Storm Drainage Basin areas to serve the needs of new development. The 2012 Nexus Study determined that in some areas, new development would be responsible for fully constructing and funding its own infrastructure demands. In other areas, a fee is required to facilitate the construction of necessary improvements. Additionally, Zone 2 was established on areas outside the City in anticipation of a potential annexation and development.

For purposes of this study, a plan based fee methodology was used. There are no existing deficiencies in this program. Current development is served by current infrastructure. Future development will either directly construct and finance its own storm drainage facilities, or pay into this fee program, depending on its geography within the City. This zone based IMF program funds new development's fair share of storm drainage facilities necessary to serve each zone's needs.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

The only project programmed in this fund for FY 2019/20 is a portion of the City-wide IMF program update. All facilities in this program have been constructed or will be privately funded.

Required Findings

1. The purpose of the Storm Drainage fee is to fund the storm drainage costs that include a proportionate share of storm drainage basins and pipe costs depending on the geography of each project.
2. The reasonable relationship between the storm drainage fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete the future storm drainage facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing these facilities is not shown in this report. Future projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 956,510
Fees collected	\$ 272,270
Interest earned/market loss	16,337
Misc. revenue	-
Total	<u>\$ 288,607</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 597</u>	1%
Total	\$ 597	
Ending balance June 30, 2019	\$ 1,244,520	

**Storm Drain
FUND: 535**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 107,514	\$ 45,481	\$ 37,850	\$ 13,335	\$ 272,270
Interest Earned/Mkt Gain/Loss	3,806	7,981	5,484	3,138	16,337
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 111,320	\$ 53,461	\$ 43,333	\$ 16,473	\$ 288,607
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	2,418	597
Total Expenditures	\$ -	\$ -	\$ -	\$ 2,418	\$ 597
Revenue Less Expenditures	\$ 111,320	\$ 53,461	\$ 43,333	\$ 14,055	\$ 288,010
Fund Balance, Beginning of Year	734,340	845,660	899,121	942,455	956,510
Fund Balance, End of Year	845,660	899,121	942,455	956,510	1,244,520
Assigned Fund Balance	-	-	3,015	597	-
Available Fund Balance	\$ 845,660	\$ 899,121	\$ 939,440	\$ 955,913	\$ 1,244,520

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 597	\$ 39,402
Total	\$ 39,998		\$ 597	\$ 39,402
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	8%	\$ 2,418	\$ 29,667
Total	\$ 32,085		\$ 2,418	\$ 29,667

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 111,320	\$ 53,461	\$ 43,333	\$ 16,473	\$ 288,607
Available Revenue Prior Fiscal Year (2-yr Old Funds)	135,497	111,320	53,461	43,333	16,473
Available Revenue Prior Fiscal Year (3-yr Old Funds)	-	135,497	111,320	53,461	43,333
Available Revenue Prior Fiscal Year (4-yr Old Funds)	-	-	135,497	111,320	53,461
Available Revenue Prior Fiscal Year (5-yr Old Funds)	180,163	-	-	135,497	111,320
Available Revenue Greater than five Prior Fiscal Years	418,681	598,844	595,829	595,829	731,325
Total Revenue Available	\$ 845,660	\$ 899,121	\$ 939,440	\$ 955,913	\$ 1,244,520

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	2,418	597
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 2,418	\$ 597

4. Transportation Fee Program (Fund 308)

The Transportation IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified \$33.7 million in combined traffic signal and roadway improvements needed to serve the City. The overwhelming majority (92%) of the Harney Lane improvements were anticipated to be funded by sources outside the IMFP. The large majority (60%) of the Victor Rd. improvements are also anticipated to be funded by sources outside the IMFP. The Harney Lane project was completed in the summer of 2018. The 2012 Nexus Study anticipated \$2,130,000 in 2012 dollars to be spent from the IMFP on the Harney Lane project. The project was completed without using IMFP funds, leaving the balance available for other listed IMFP improvements. Traffic Signals are include in the Transportation IMF based on new developments share of trips through the various intersections. New developments share ranges from 20-100% of each project with new developments share identified in the nexus study.

For purposes of the study, a plan-based fee calculation methodology was used. Trip generation rates and pass-by trip percentages were used to develop DUE factors for each land use type. These DUE factors were then used to allocate costs to each land use type. There is no existing deficiency as current treatment and storage needs are met by current facilities.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include Traffic Signal and Lighting Design, New Signal at Victor/Guild Roads, and a portion of the City-wide IMF update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Transportation fee is to fund traffic costs that include a proportionate share of new traffic signals and road widening projects.
2. The reasonable relationship between the transportation fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to complete future transportation facilities are identified in this report and will be recommended for inclusion in the City of Lodi CIP with the FY 2020-21 budget cycle (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 864,671
Fees collected	\$ 189,815
Interest earned/market loss	16,821
Misc. revenue	-
Total	<u>\$ 206,636</u>

	Amount	% Fee
Disbursements	from Fee	Funded in
		FY 19
Victor/Guild Signal	\$ 8,895	20%
Impact Fee Program Update	<u>304</u>	1%
Total	\$ 9,199	

Ending balance June 30, 2019 \$ 1,062,108

	Amount	% Fee
Planned projects for Fiscal Year 2019/20		Funded in
		FY 20
Project: Signal Victor/Guild Roads	<u>764,000</u>	100%
Total Projects Planned for FY 19/20	\$ 764,000	

Streets

FUND: 308

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 22,124	\$ 361,073	\$ 75,550	\$ 97,819	\$ 189,815
Interest Earned/Mkt Gain/Loss	2,039	7,366	4,696	458	16,821
Misc. Revenue					
Total Revenues	\$ 24,162	\$ 368,439	\$ 80,246	\$ 98,277	\$ 206,636
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	13,706	23,084	9,199
Total Expenditures	\$ -	\$ -	\$ 13,706	\$ 23,084	\$ 9,199
Revenue Less Expenditures	\$ 24,162	\$ 368,439	\$ 66,541	\$ 75,193	\$ 197,437
Fund Balance, Beginning of Year	330,336	354,499	722,938	789,478	864,672
Fund Balance, End of Year	354,499	722,938	789,478	864,672	1,062,109
Assigned Fund Balance	-	-	34,561	17,759	-
Available Fund Balance	\$ 354,499	\$ 722,938	\$ 754,918	\$ 846,912	\$ 1,062,109

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 39,998	1%	\$ 304	\$ 39,694
Victor/Guild Signal	44,589	20%	8,895	35,694
Total	\$ 84,587		\$ 9,199	\$ 75,388

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 32,085	4%	\$ 1,233	\$ 30,852
Victor/Guild Signal	23,329	94%	21,851	1,478
Total	\$ 55,414		\$ 23,084	\$ 32,330

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 24,162	\$ 368,439	\$ 80,246	\$ 98,277	\$ 206,636
Available Revenue Prior Fiscal Year (2-yr Old Funds)	97,266	24,162	368,439	80,246	98,277
Available Revenue Prior Fiscal Year (3-yr Old Funds)	3,794	97,266	24,162	368,439	80,246
Available Revenue Prior Fiscal Year (4-yr Old Funds)	378,551	3,794	97,266	24,162	368,439
Available Revenue Prior Fiscal Year (5-yr Old Funds)	116,059	378,551	3,794	97,266	24,162
Available Revenue Greater than five Prior Fiscal Years	(265,333)	(149,275)	181,010	178,521	284,348
Total Revenue Available	\$ 354,499	\$ 722,938	\$ 754,918	\$ 846,912	\$ 1,062,109

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	13,706	23,084	9,199
Total Annual Expenditures	\$ -	\$ -	\$ 13,706	\$ 23,084	\$ 9,199

6. Police Fee Program (Fund 435)

The Police IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified that the current police station is adequate to serve the City's needs through 2035. New development will drive the need for new police personnel who will occupy space within the existing police station. Therefore it is appropriate for new development to fund its share of the existing police station, including debt service.

For purposes of the study, a plan based fee methodology was used establishing a level of service standard of 1.70 police personnel (this includes both sworn and non-sworn officers) per thousand residents was used. There are no existing deficiencies in this fee program. Based on this methodology, 85% of the cost of the police station is allocated to existing development or development beyond 2035. The remaining 15% is allocated to anticipated development through 2035. A total of \$4.1 Million of debt service cost is eligible for allocation to new development. In addition, \$434,000 in vehicle costs (in 2012 dollars) was allocated to new development. These are the new vehicles required to serve new officers required by new development.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

The only programmed project for FY 2019/20 in this fund is a portion of the City-wide IMF update. New vehicle purchases are planned only as new officers are hired to serve new development.

Required Findings

1. The purpose of the Police Fee is to fund police-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Police Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including debt service. Additionally, fee revenue will fund new development's proportion cost of new vehicle costs to support new officers through 2035.

Beginning balance July 1, 2018	\$ 295,269
Fees collected	\$ 127,880
Interest earned/market loss	5,758
Misc. revenue	-
Total	<u>\$ 133,638</u>

	Amount from Fee	% Fee Funded in FY 18
Disbursements		
Impact Fee Program Update	<u>\$ 323</u>	1%
Total	<u>\$ 323</u>	
Ending balance June 30, 2019	\$ 428,584	

Police
FUND: 435

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 10,676	\$ 153,873	\$ 21,295	\$ 69,662	\$ 127,880
Interest Earned/Mkt Gain/Loss	330	2,292	1,231	801	5,758
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 11,006	\$ 156,165	\$ 22,526	\$ 70,463	\$ 133,638
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	1,309	323
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,309	\$ 323
Revenue Less Expenditures	\$ 11,006	\$ 156,165	\$ 22,526	\$ 69,154	\$ 133,315
Fund Balance, Beginning of Year	36,418	47,424	203,589	226,115	295,269
Fund Balance, End of Year	47,424	203,589	226,115	295,269	428,584
Assigned Fund Balance	-	-	1,632	323	-
Available Fund Balance	\$ 47,424	\$ 203,589	\$ 224,483	\$ 294,946	\$ 428,584

Capital Improvement Projects

Project	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 323	\$ 39,676
Total	\$ 39,998		\$ 323	\$ 39,676

Project	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	4%	\$ 1,309	\$ 30,776
Total	\$ 32,085		\$ 1,309	\$ 30,776

Five Year Revenue Test Using First in first Out Method

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 11,006	\$ 156,165	\$ 22,526	\$ 70,463	\$ 133,638
Available Revenue Prior Fiscal Year (2-yr Old Funds)	34,774	11,006	156,165	22,526	70,463
Available Revenue Prior Fiscal Year (3-yr Old Funds)	1,085	34,774	11,006	156,165	22,526
Available Revenue Prior Fiscal Year (4-yr Old Funds)	103,351	1,085	34,774	11,006	156,165
Available Revenue Prior Fiscal Year (5-yr Old Funds)	20,978	103,351	1,085	34,774	11,006
Available Revenue Greater than five Prior Fiscal Years	(123,772)	(102,793)	(1,074)	(1,621)	32,831
Total Revenue Available	\$ 47,424	\$ 203,589	\$ 224,483	\$ 294,946	\$ 426,952

Five Year Expenditure to Revenue Match

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	1,309	323
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 1,309	\$ 323

7. Fire Fee Program (Fund 436)

The Fire IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need to expand and relocate Fire Station 2 in order to serve buildout of the City. The study also identified an overbuild of Fire Station 4 carried over. Fire Station 4 was constructed in part from a loan from the Water Fee Program to the Fire Fee Program. As of June 30, 2019, the loan balance was 549,679.

For purposes of the study, a plan based fee methodology was used. There are no existing deficiencies in this fee program. Based on this methodology, 81% of the cost of the expanded fire station is allocated to existing development and 19% is allocated to anticipated development through 2035. A total of \$3.1 Million is eligible for allocation to new development. However, because the anticipated cost of Station 2 expansion was only \$1.6 Million, including financing costs, and the outstanding loan from the Water Fee Program was \$1.2 Million, as of the date the Nexus Study was prepared, only \$2.8 Million was allocated to new development.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different asset and liability accounts not depicted below, but which still affect ending balance.

The expansion of Fire Station 2 and the construction of Fire Station 4 (financed with a loan from the Water Fee Program) are attributable to new development and new development will be required to pay for 100% of the costs associated with each.

Projects programmed in this fund for FY 2019/20 include a portion of the city wide IMF update and repayment of the loan to the Water IMF as previously described.

Required Findings

1. The purpose of the Fire Fee is to fund fire-related capital costs, including financing costs, attributable to the impact from new development.
2. The reasonable relationship between the Fire Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities or vehicle costs are identified in this report (shown in 2019 dollars).
4. Facilities in this program have already been constructed. Fee revenue pays development's proportionate cost of currently overbuilt facilities, including external and internal loan repayments. Internal loan repayments are scheduled as revenues are received and the current repayment date is unknown.

Beginning balance July 1, 2018	\$ (978,956)
Fees collected	\$ 84,120
Interest earned/market loss	485
Misc. revenue	<u>402,873</u>
Total	\$ 487,477

	Amount	% Fee
	from Fee	Funded in
		FY 18
Disbursements		
Impact Fee Program Update	\$ 165	0%
Loan interest	<u>57,526</u>	
Total	\$ 57,692	
Ending balance June 30, 2019	\$ (549,171)	

Note: Beginning and ending balance is negative due to outstanding loan due to the Water IMF Fee. As of June 30, 2019, the loan balance was 549,679

Fire
FUND: 436

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 8,357	\$ 121,012	\$ 21,714	\$ 42,113	\$ 84,120
Interest Earned/Mkt Gain/Loss	113	954	314	914	485
Misc. Revenue	-	-	-	-	402,873
Total Revenues	\$ 8,471	\$ 121,966	\$ 22,029	\$ 43,027	\$ 487,477
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Loan interest	-	-	-	-	57,526
AB 1600 Disbursements	-	-	-	670	165
Total Expenditures	\$ -	\$ -	\$ -	\$ 670	\$ 57,692
Revenue Less Expenditures	\$ 8,471	\$ 121,966	\$ 22,029	\$ 42,358	\$ 429,786
Fund Balance, Beginning of Year	(1,173,780)	(1,165,309)	(1,043,343)	(1,021,314)	(978,956)
Fund Balance, End of Year	(1,165,309)	(1,043,343)	(1,021,314)	(978,956)	(549,171)
Assigned Fund Balance	-	-	835	165	-
Available Fund Balance	\$ (1,165,309)	\$ (1,043,343)	\$ (1,022,149)	\$ (979,122)	\$ (549,171)

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	0%	\$ 165	\$ 39,833
Loan interest	57,526		-	57,526
Total	\$ 39,998		\$ 165	\$ 39,833

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	2%	\$ 670	\$ 31,415
Total	\$ 32,085		\$ 670	\$ 31,415

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 8,471	\$ 121,966	\$ 22,029	\$ 43,027	\$ 487,477
Available Revenue Prior Fiscal Year (2-yr Old Funds)	34,596	8,471	121,966	22,029	43,027
Available Revenue Prior Fiscal Year (3-yr Old Funds)	631	34,596	8,471	121,966	22,029
Available Revenue Prior Fiscal Year (4-yr Old Funds)	67,380	631	34,596	8,471	121,966
Available Revenue Prior Fiscal Year (5-yr Old Funds)	19,340	67,380	631	34,596	8,471
Available Revenue Greater than five Prior Fiscal Years	(1,295,725)	(1,276,386)	(1,209,841)	(1,210,045)	(1,233,141)
Total Revenue Available	\$ (1,165,309)	\$ (1,043,343)	\$ (1,022,149)	\$ (979,957)	\$ (550,171)

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ 670	\$ 57,692
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 670	\$ 57,692

8. Parks Fee Program (Fund 437)

The Parks IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need to improve three parklands located within the City to serve new development. Additionally, all of the neighborhood parks (totaling 2.5 acres per 1,000 residents) required to serve new development will be privately funded by future development.

For purposes of the study, a level of service standard was used establishing a total of 8.0 acres of combined parkland, open space and special use areas per 1,000 residents. There are no existing deficiencies in this fee program. Three types of parkland exist within the City including neighborhood, community and regional. The IMF only covers new development's share of the community and regional parks, a portion of natural open space and special use areas. Neighborhood parks are planned to be fully privately funded by future development.

Ending balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects funded in Fiscal Year 2019/20 a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents as shown below.

Required Findings

1. The purpose of the Parks Fee is to fund facilities attributable to the impact from new development.
2. The reasonable relationship between the Parks Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2018 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 315,440
Fees collected	\$ 609,228
Interest earned/market loss	11,294
Misc. revenue	-
Total	<u>\$ 620,522</u>

	Amount	% Fee
	from Fee	Funded in
		FY 19
Disbursements		
Impact Fee Program Update	\$ 1,666	4%
Debenedetti Park	<u>54,905</u>	100%
Total	<u>\$ 56,571</u>	
Ending balance June 30, 2019	\$ 879,390	

**Parks & Recreation
FUND: 437**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 28,644	\$ 496,751	\$ 37,470	\$ 300,584	\$ 609,228
Interest Earned/Mkt Gain/Loss	1,686	9,310	3,757	680	11,294
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 30,330	\$ 506,061	\$ 41,227	\$ 301,265	\$ 620,522
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
Misc. Adjustments	-	(23,396)	-	-	-
AB 1600 Disbursements	77,039	102,576	238,152	550,463	56,571
Total Expenditures	\$ 77,039	\$ 79,180	\$ 238,152	\$ 550,463	\$ 56,571
Revenue Less Expenditures	\$ (46,709)	\$ 426,881	\$ (196,925)	\$ (249,198)	\$ 563,950
Fund Balance, Beginning of Year	381,392	334,682	761,563	564,638	315,440
Fund Balance, End of Year	334,682	761,563	564,638	315,440	879,390
Assigned Fund Balance	-	-	496,080	166	-
Available Fund Balance	\$ 334,682	\$ 761,563	\$ 68,558	\$ 315,273	\$ 879,390

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 39,998	4%	\$ 1,666	\$ 38,332
DeBenedetti Park	54,905	100%	54,905	-
DeBenedetti Park Trail/Parking Lot	652,709	0%	-	652,709
Total	\$ 747,612		\$ 56,571	\$ 691,041

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Program Update	\$ 32,085	21%	\$ 6,756	\$ 25,329
DeBenedetti Park Trail/Parking Lot	652,709	83%	543,707	109,002
Total	\$ 684,794		\$ 550,463	\$ 134,331

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 30,330	\$ 506,061	\$ 41,227	\$ 301,265	\$ 620,522
Available Revenue Prior Fiscal Year (2-yr Old Funds)	44,670	30,330	506,061	41,227	301,265
Available Revenue Prior Fiscal Year (3-yr Old Funds)	3,512	44,670	30,330	506,061	41,227
Available Revenue Prior Fiscal Year (4-yr Old Funds)	31,416	3,512	44,670	30,330	506,061
Available Revenue Prior Fiscal Year (5-yr Old Funds)	41,853	31,416	3,512	44,670	30,330
Available Revenue Greater than five Prior Fiscal Years	182,901	145,574	(557,243)	(608,279)	(620,014)
Total Revenue Available	\$ 334,682	\$ 761,563	\$ 68,558	\$ 315,273	\$ 879,390

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ 218,690	\$ 550,463	\$ 56,571
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	19,462	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	(66,394)	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	77,039	145,574	-	-	-
Total Annual Expenditures	\$ 77,039	\$ 79,180	\$ 238,152	\$ 550,463	\$ 56,571

9. Electric Utility Fee Program (Fund 505)

The Electric Utility IMF was first adopted by the City Council in 2007 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for new electric utility facilities to serve additional demand for electricity caused by new development. A Distribution Capacity Plan was used to determine peak load demand and the system is sized to meet peak load needs of the end users (consumers of electricity).

For purposes of the study, a plan based fee methodology was used. There are no existing deficiencies in this fee program. A total of \$7.1 million (in 2012 dollars) is allocated to new development covering a variety of electric utility facilities including distribution reinforcements, feeder additions, an added bank, and overhead and underground line extensions.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include the McLane Feeder, the 1267 Feeder extension and a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the Electric Utility Fee is to fund electric utility facilities attributable to the impact of new development.
2. The reasonable relationship between the Electric Utility Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, dated August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 650,910
Fees collected	\$ 244,989
Interest earned/market loss	175
Misc. revenue	-
Total	<u>\$ 245,164</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 354</u>	1%
Total	<u>\$ 354</u>	
Ending balance June 30, 2019	\$ 895,720	

Electric

FUND: 505

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 163,985	\$ 12,205	\$ 83,914	\$ 137,611	\$ 244,989
Interest Earned/Mkt Gain/Loss	-	336	-	-	175
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 163,985	\$ 12,541	\$ 83,914	\$ 137,611	\$ 245,164
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	496,594	354
Total Expenditures	\$ -	\$ -	\$ -	\$ 496,594	\$ 354
Revenue Less Expenditures	\$ 163,985	\$ 12,541	\$ 83,914	\$ (358,983)	\$ 244,810
Fund Balance, Beginning of Year	749,453	913,438	925,979	1,009,893	650,910
Fund Balance, End of Year	913,438	925,979	1,009,893	650,910	895,720
Assigned Fund Balance	-	-	1,787	354	-
Available Fund Balance	\$ 913,438	\$ 925,979	\$ 1,008,106	\$ 650,556	\$ 895,720

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Update	\$ 39,998	1%	\$ 354	\$ 39,644
Total	\$ 39,998		\$ 354	\$ 39,644

FY 2017-2018 Projects	Project Amount	Percent Funded	Impact Fee	Non-Impact Fee
	Expended	by Impact Fees	Expenditures	Expenditures
Impact Fee Update	\$ 32,085	4%	\$ 1,433	\$ 30,652
Lead Transfer Project - FY 16 & 17 eligible costs	86,599	100%	86,599	-
Cherokee Express Feeder - FY 17 eligible costs	408,562	100%	408,562	-
Total	\$ 527,246		\$ 496,594	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 163,985	\$ 12,541	\$ 83,914	\$ 137,611	\$ 245,164
Available Revenue Prior Fiscal Year (2-yr Old Funds)	89,641	163,985	12,541	83,914	137,611
Available Revenue Prior Fiscal Year (3-yr Old Funds)	6,226	89,641	163,985	12,541	83,914
Available Revenue Prior Fiscal Year (4-yr Old Funds)	117,773	6,226	89,641	163,985	12,541
Available Revenue Prior Fiscal Year (5-yr Old Funds)	(46,639)	117,773	6,226	89,641	163,985
Available Revenue Greater than five Prior Fiscal Years	582,452	535,813	651,799	162,864	252,505
Total Revenue Available	\$ 913,438	\$ 925,979	\$ 1,008,106	\$ 650,556	\$ 895,720

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	496,594	354
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 496,594	\$ 354

10. General City Facilities Fee Program (Fund 438)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a need for additional library building space, a remodel of the public safety building, updates to the City's General Plan, and the IMFP, all of which are required to serve new development.

For purposes of the study, a plan based fee methodology was used. New development is responsible for 18.53% of the cost of the General Plan Update and the Public Safety Building Remodel and 100% of the cost for both the expansion of the library and fee program updates.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include a portion of the Citywide IMF fee update. Future projects will be included in the future year CIP documents.

Required Findings

1. The purpose of the General City Facilities Fee is to fund general city facilities costs, including remodeling of the existing public safety building, updating the City's general plan, library expansion, and fee program updates, attributable to the impact of new development.
2. The reasonable relationship between the General City Facilities Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2019 dollars).
4. The approximate date for funding and constructing some of these facilities is shown in this report. Additional projects will be included in future year CIP documents.

Beginning balance July 1, 2018	\$ 172,933
Fees collected	\$ 105,583
Interest earned/market loss	3,454
Misc. revenue	-
Total	<u>\$ 109,037</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Impact Fee Program Update	<u>\$ 265</u>	1%
Total	<u>\$ 265</u>	
Ending balance June 30, 2019	\$ 281,706	

General Facilities

FUND: 438

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 8,807	\$ 127,527	\$ 18,833	\$ 56,967	\$ 105,583
Interest Earned/Mkt Gain/Loss	212	1,339	646	844	3,454
Misc Revenue	-	-	-	-	-
Total Revenues	\$ 9,019	\$ 128,865	\$ 19,478	\$ 57,811	\$ 109,037
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	-	-	-	1,070	265
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,070	\$ 265
Revenue Less Expenditures	\$ 9,019	\$ 128,865	\$ 19,478	\$ 56,740	\$ 108,773
Fund Balance, Beginning of Year	(41,169)	(32,151)	96,715	116,193	172,933
Fund Balance, End of Year	(32,151)	96,715	116,193	172,933	281,706
Assigned Fund Balance	-	-	1,335	265	-
Available Fund Balance	\$ (32,151)	\$ 96,715	\$ 114,858	\$ 172,669	\$ 281,706

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Impact Fee Program Update	\$ 39,998	1%	\$ 265	\$ 39,734
Total	\$ 39,998		\$ 265	\$ 39,734

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Impact Fee Program Update	\$ 32,085	3%	\$ 1,070	\$ 31,015
Total	\$ 32,085		\$ 1,070	\$ 31,015

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 9,019	\$ 128,865	\$ 19,478	\$ 57,811	\$ 109,037
Available Revenue Prior Fiscal Year (2-yr Old Funds)	29,549	9,019	128,865	19,478	57,811
Available Revenue Prior Fiscal Year (3-yr Old Funds)	895	29,549	9,019	128,865	19,478
Available Revenue Prior Fiscal Year (4-yr Old Funds)	56,891	895	29,549	9,019	128,865
Available Revenue Prior Fiscal Year (5-yr Old Funds)	23,789	56,891	895	29,549	9,019
Available Revenue Greater than five Prior Fiscal Years	(152,293)	(128,503)	(72,948)	(72,053)	(42,504)
Total Revenue Available	\$ (32,151)	\$ 96,715	\$ 114,858	\$ 172,669	\$ 281,706

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	1,070	265
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ -	\$ -	\$ -	\$ 1,070	\$ 265

10. Art in Public Places Fee Program (Fund 434)

The General City Facilities IMF was first adopted by the City Council in 1991 and was updated most recently in August of 2012 when the fee program nexus study was updated by the City's contracted consultants, Harris & Associates and Goodwin Consulting Group.

The 2012 Nexus Study identified a service standard of approximately \$28 (in 2012 dollars) per person served in the City for public art. For purposes of the study, a plan based fee methodology was used based on the then existing inventory of art and its estimated value divided by the population served. New development is responsible for 100% of the new art at the \$28 (in 2012 dollars) per person served standard.

Specific art pieces and specific locations for those pieces are not identified in the study, but will be determined as fee revenue becomes available.

Ending Balance for June 30, 2019 is what is shown as the balance on the City's records, and which may include several different assets and liabilities accounts not depicted below, but which still affect ending balance.

Projects programmed in this fund for Fiscal Year 2019/20 include sidewalk chalk drawing, Cherokee Lane at Lodi Avenue Sculpture, Kettleman Lane Sculpture and Utility Box Art.

Required Findings

1. The purpose of the Art in Public Places Fee is to fund public art attributable to the impact of new development.
2. The reasonable relationship between the Art and Public Place Fee and the purpose for which it is charged is demonstrated in the *City of Lodi Impact Mitigation Fee Program Nexus Study - 2012 Update, August 2012, effective October 14, 2012*.
3. The sources and amounts of funding anticipated to fund new development's proportionate share of existing facilities are identified in this report (shown in 2018 dollars).
4. The approximate date for funding and constructing some of these facilities is dependent on availability of sufficient fee revenue. Additional projects will be included in annual budgets as revenues become available.

Beginning balance July 1, 2018	\$ 109,854
Fees collected	\$ 16,694
Interest earned/market loss	1,898
Misc. revenue	-
Total	<u>\$ 18,592</u>

	Amount	% Fee
Disbursements	from Fee	Funded in
		FY 19
Impact Fee Program Update	\$ 46	1.0%
Traffic Control Box Art	1,200	31%
Library Art in Public Places	3,250	100%
Administration Costs	<u>5,000</u>	100%
Total	<u>\$ 9,496</u>	

Ending balance June 30, 2019 \$ 118,950

	Amount	% Fee
Planned projects for Fiscal Year 2019/20		Funded in
		FY 20
Project: Miscellaneous Art	<u>44,400</u>	100%
Total Projects Planned for FY 19/20	<u>\$ 44,400</u>	

Arts in Public Places

FUND: 434

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 1,584	\$ 16,844	\$ 3,903	\$ 8,638	\$ 16,694
Interest Earned/Mkt Gain/Loss	650	1,322	831	412	1,898
Misc Revenue	-	-	-	-	-
Total Revenues	\$ 2,234	\$ 18,166	\$ 4,734	\$ 9,051	\$ 18,592
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	46,778	5,000
AB 1600 Disbursements	25,950	5,259	1,341	10,621	4,496
Total Expenditures	\$ 25,950	\$ 5,259	\$ 1,341	\$ 57,399	\$ 9,496
Revenue Less Expenditures	\$ (23,716)	\$ 12,908	\$ 3,393	\$ (48,349)	\$ 9,096
Fund Balance, Beginning of Year	165,918	142,202	154,810	158,203	109,854
Miscellaneous Adjustments	-	(300)	-	-	-
Fund Balance, End of Year	142,202	154,810	158,203	109,854	118,950
Assigned Fund Balance	-	-	175	48	-
Available Fund Balance	\$ 142,202	\$ 154,810	\$ 158,028	\$ 109,806	\$ 118,950

Capital Improvement Projects

FY 2018-2019 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Impact Fee Program Update	\$ 39,998	0.1%	\$ 46	\$ 39,952
Bicycle Rack Project	4,750	0.0%	-	-
Traffic Control Box Art	3,883	30.9%	1,200	-
Repairs	1,594	0.0%	-	-
Library Art in Public Places	3,250	100.0%	3,250	-
Prior Years Administration Costs	5,000	100.0%	5,000	-
Total	\$ 58,474		\$ 9,496	\$ 39,952

FY 2017-2018 Projects	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
Impact Fee Program Update	\$ 32,085	0.4%	\$ 127	\$ 31,958
Bicycle Rack Project	6,250	100.0%	\$ 6,250	-
Traffic Control Box Art	2,650	100.0%	\$ 2,650	-
Repairs	1,594	100.0%	\$ 1,594	-
Prior Years Administration Costs	46,778	100.0%	46,778	-
Total	\$ 89,357		\$ 57,399	\$ -

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 2,234	\$ 18,166	\$ 4,734	\$ 9,051	\$ 18,592
Available Revenue Prior Fiscal Year (2-yr Old Funds)	5,181	2,234	18,166	4,734	9,051
Available Revenue Prior Fiscal Year (3-yr Old Funds)	502	5,181	2,234	18,166	4,734
Available Revenue Prior Fiscal Year (4-yr Old Funds)	16,504	502	5,181	2,234	18,166
Available Revenue Prior Fiscal Year (5-yr Old Funds)	6,307	16,504	502	5,181	2,234
Available Revenue Greater than five Prior Fiscal Years	111,473	112,222	127,210	70,440	66,173
Total Revenue Available	\$ 142,202	\$ 154,810	\$ 158,028	\$ 109,806	\$ 118,950

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	25,950	5,259	1,341	57,399	9,496
Total Annual Expenditures	\$ 25,950	\$ 5,259	\$ 1,341	\$ 57,399	\$ 9,496

**Development Impact Mitigation Fees
July 1, 2017 through June 30, 2018**

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Residential							
Low Density	\$711	\$753	\$385	\$3,890	\$2,541	\$617	\$80
Medium Density	\$386	\$634	\$324	\$3,276	\$2,140	\$519	\$67
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

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Land Use Category	Transportation Fee/1000	Police Fee/1000	Fire Fee/1000	Community Park Fee/1000	Neighborhood Park Fee/1000	General City Facilities Fee/1000	Art In Public Place Fee/1000
Commercial							
Retail	\$1,199	\$330	\$338	\$406	\$266	\$270	\$35
Office/Medical	\$872	\$528	\$540	\$650	\$428	\$433	\$56
Industrial	\$443	\$176	\$180	\$217	N/A	\$144	\$19

Land Use Category	Storm Drain Zone 1 Fee/Unit	Storm Drain Zone 2 Fee/Unit	South WW Trunk Fee/Unit
Residential			
Low Density	\$1,394	\$4,237	\$1,181
Medium Density	\$697	\$2,118	\$994
High Density ¹	\$228	\$627	\$337

Land Use	Storm Drain Fee/Acre	Storm Drain Fee/Acre	South WW Fee/Acre
Commercial			
Retail	\$14,640	\$44,485	\$1,096
Office/Medical	\$14,640	\$44,485	N/A
Industrial	\$15,686	\$47,663	N/A

Land Use Category	Residential		Non-Residential	
	Water Fee	Sewer Fee	Water Fee	Sewer Fee
Meter Size				
5/8"	\$2,079	\$2,831	\$2,079	\$2,831
3/4"	\$3,103	\$4,225	\$3,103	\$4,225
1"	\$5,181	\$7,056	\$5,181	\$7,056
1 1/2"	\$10,332	\$14,070	\$10,332	\$14,070
2"	\$16,537	\$22,521	\$16,537	\$22,521
3"	\$31,026	\$42,253	\$31,026	\$42,253
4"	\$51,721	\$70,435	\$51,721	\$70,435
6"	\$103,411	\$140,828	\$106,411	\$140,828
8"	\$165,464	\$225,333	\$165,464	\$225,333
10"	\$237,880	\$323,951	\$237,880	\$323,951

Residential Reduced Fees

Land Use Category	Transportation Fee/Unit	Police Fee/Unit	Fire Fee/Unit	Citywide Park Fee/Unit	Neighborhood Park Fee/Unit	General City Facilities Fee/Unit	Art In Public Place Fee/Unit
Low Density	\$289	\$307	\$157	\$1,584	\$1,016	\$251	\$33
Medium Density	\$157	\$258	\$132	\$1,334	\$856	\$211	\$27
High Density ¹	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23
Infill ¹ (10 lots or less)	\$157	\$215	\$110	\$1,111	\$713	\$176	\$23

**Development Impact Mitigation Fees
July 1, 2017 through June 30, 2018**

Electrical Fees				
Panel Category	Panel Size (amps)	208 Volts	240 Volts	480 Volts
Non-Residential Three Phase	200	\$1,178	\$1,359	\$2,718
	400	\$2,356	\$2,718	\$5,437
	600	\$3,534	\$4,077	\$8,155
	800	\$4,712	\$5,437	\$10,873
	1,000	\$5,890	n/a	\$13,591
	1,200	\$7,068	N/A	\$16,310
	1,600	\$9,423	n/a	\$21,746
	2,000	\$11,779	n/a	\$27,183
	2,500	\$14,724	n/a	\$33,979
	3,000	\$17,669	n/a	\$40,774
Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a
Non-Residential Single Phase	60	N/A	\$248	n/a
	100	N/A	\$413	n/a
	125	N/A	\$516	n/a
	200	N/A	\$826	n/a
	400	N/A	\$1,652	n/a
	600	N/A	\$2,478	n/a

1. Panel upgrade fees are determined as the difference between the fee for the existing panel and the proposed panel.

11. Regional Transportation Impact Fee Program (Fund 314)

The Regional Transportation Impact Fee (RTIF) is a county-wide, multi jurisdiction capital improvement funding program intended to cover a portion of the costs for new transportation facilities required to serve new development within the County of San Joaquin.

New development throughout the county is subject to the fee. The funding derived from the RTIF program is used in combination with other funding available to complete the needed transportation and transit improvements. More information on the program, including the RTIF Annual Report, including the most recent Nexus report, can be found at www.sjcog.org.

Due to the regional nature of transportation impacts and the regional benefit of transportation improvements, it is likely that many projects utilizing RTIF funds collected by the City of Lodi will actually be located outside the City's boundaries. The relationship between the impacts and benefits of the development and those projects is identified in the Nexus Study.

Required Findings

1. The purpose of the RTIF program is to provide new development's share of funding for regional transportation improvements facilities as required at build-out of the region.
2. The reasonable relationship between the RTIF fee and the purpose for which it is charged is demonstrated in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018.
3. The sources and amounts of funding anticipated necessary to complete RTIF improvements are in the San Joaquin Regional Transportation Impact Fee *Nexus Study* dated April 24, 2017, amended June 2018. The potential sources of funding for existing development's share is gas tax, and other local, state, and federal funding.
4. The approximate date for funding and constructing some new facilities is shown in the SJCOG Regional Congestions Management Program report.

Beginning balance July 1, 2018	\$ 995,241
Fees collected	\$ 618,293
Interest earned/market loss	19,652
Misc. revenue	-
Total	<u>\$ 637,946</u>

	Amount from Fee	% Fee Funded in FY 19
Disbursements		
Harney Lane Grade Separation	<u>\$ 6,757</u>	0%
Total	\$ 6,757	

Ending balance June 30, 2019 \$ 1,626,430

**Regional Transportation
FUND: 314**

Statement of Revenues and Expenditures and Changes in Fund Balance for Last Five Fiscal Years

Description	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Revenues					
Fees Collected	\$ 90,121	\$ 671,994	\$ 983,822	\$ 585,263	\$ 618,293
Interest Earned/Mkt Gain/Loss	2,397	7,422	4,565	4,002	19,652
Misc. Revenue	-	-	-	-	-
Total Revenues	\$ 92,519	\$ 679,417	\$ 988,387	\$ 589,265	\$ 637,946
Expenditures					
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fee Administration	-	-	-	-	-
AB 1600 Disbursements	505,815	261,161	449,530	883,247	6,757
Total Expenditures	\$ 505,815	\$ 261,161	\$ 449,530	\$ 883,247	\$ 6,757
Revenue Less Expenditures	\$ (413,296)	\$ 418,256	\$ 538,857	\$ (293,982)	\$ 631,188
Fund Balance, Beginning of Year	745,407	332,111	750,367	1,289,223	995,241
Fund Balance, End of Year	332,111	750,367	1,289,223	995,241	1,626,430
Assigned Fund Balance	-	422,205	298,414	7,154	-
Available Fund Balance	\$ 332,111	\$ 328,161	\$ 990,809	\$ 988,088	\$ 1,626,430

Capital Improvement Projects

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2018-2019 Projects				
Harney Lane Grade Separation	\$ 4,969,242	0%	\$ 6,757	\$ 4,962,485
Total	\$ 4,969,242		\$ 6,757	\$ 4,962,485

	Project Amount Expended	Percent Funded by Impact Fees	Impact Fee Expenditures	Non-Impact Fee Expenditures
FY 2017-2018 Projects				
Harney Lane Grade Separation	\$ 4,969,242	18%	\$ 883,247	\$ 4,085,995
Total	\$ 4,969,242		\$ 883,247	\$ 4,085,995

Five Year Revenue Test Using First in first Out Method

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Available Revenue Current Year	\$ 92,519	\$ 679,417	\$ 988,387	\$ 589,265	\$ 637,946
Available Revenue Prior Fiscal Year (2-yr Old Funds)	37,041	92,519	679,417	988,387	589,265
Available Revenue Prior Fiscal Year (3-yr Old Funds)	411,444	37,041	92,519	679,417	988,387
Available Revenue Prior Fiscal Year (4-yr Old Funds)	149,460	411,444	37,041	92,519	679,417
Available Revenue Prior Fiscal Year (5-yr Old Funds)	217,316	149,460	411,444	37,041	92,519
Available Revenue Greater than five Prior Fiscal Years	(575,669)	(1,041,719)	(1,217,997)	(1,398,540)	(1,361,103)
Total Revenue Available	\$ 332,111	\$ 328,161	\$ 990,809	\$ 988,088	\$ 1,626,430

Five Year Expenditure to Revenue Match

	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Expenses Allocation Current Year	\$ 92,519	\$ 261,161	\$ 382,530	\$ 277,391	\$ (305,118)
Expenses Allocation Prior Fiscal Year (2-yr Old Funds)	37,041	-	67,000	605,857	311,875
Expenses Allocation Prior Fiscal Year (3-yr Old Funds)	202,551	-	-	-	-
Expenses Allocation Prior Fiscal Year (4-yr Old Funds)	-	-	-	-	-
Expenses Allocation Prior Fiscal Year (5-yr Old Funds)	-	-	-	-	-
Expense Allocation Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Annual Expenditures	\$ 505,815	\$ 261,161	\$ 449,530	\$ 883,247	\$ 6,757

**Regional Transportation Impact Fee
July 1, 2017 through June 30, 2018**

Land Use Type	Current Fee Schedule	Annual Change @ 2.75%	FY 17/18 RTIF Schedule
Residential (Single Family DUE)	\$3,223.01	\$88.63	\$3,311.64
Residential (Multi-Family DUE)	\$1,933.80	\$53.18	\$1,986.98
Retail (Sq. Ft.)	\$1.28	\$0.04	\$1.32
Office (Sq. Ft.)	\$1.62	\$0.04	\$1.66
Commercial/Industrial (Sq. Ft.)	\$0.97	\$0.03	\$1.00
Warehouse (Sq. Ft.)	\$0.41	\$0.01	\$0.42
*Other (per Trip)	\$142.20	\$(40.08)	\$102.12
*Alternative fee calculation method for non-retail, non-residential development projects not otherwise adequately represented in the six land-use categories; typically projects with minimal or no building area that would nonetheless generate impacts to the transportation network. Examples include mining, intermodal and recreational facilities.			



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Confirm Annual Appointment of City Council Members on Various Boards, Committees, and Commissions

MEETING DATE: February 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Confirm annual appointment of City Council Members on various boards, committees, and commissions.

BACKGROUND INFORMATION: The attached list sets forth the service of City Council Members on various County and regional boards, committees and commissions. The list is confirmed annually after the reorganization of the City Council for accuracy. The changes this year are summarized below:

- Update to the names in which the **position** was appointed to reflect the Council reorganization and changes in staffing;
- Deletion of second Alternate position (i.e. Engineering & Operations Manager) on the Transmission Agency of Northern California at the request of the Electric Utility Department; and
- Update to Local Agency Formation Commission to reflect Lodi's next term in the rotation.

Staff recommends confirmation of the list as presented.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela Farris
Assistant City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager



CITY COUNCIL SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

CITY OF LODI RISK OVERSIGHT COMMITTEE – Comprised of Council Member serving as NCPA Alternate Board member, City Manager, Deputy City Manager, City Attorney, and Electric Utility Director, no term limit. Meetings every three to six months or as otherwise called. *Contact: Jeff Berkheimer, Electric Utility Director, (209) 333-6762*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	January 6, 2015	Unspecified

Appointments made by the City Council by motion action.

DELTA PROTECTION COMMISSION – Comprised of representatives from member counties and cities within the Delta, two-year term. Meetings every third Thursday or as otherwise called. *Contact: Erik Vink, Executive Director, (916) 376-8942*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi, Delegate	333-6702	February 20, 2019	Unspecified

Appointments made by a City Selection Committee comprised of all seated Mayors in San Joaquin County. Council Member required.

EASTERN SAN JOAQUIN GROUNDWATER JOINT POWERS AUTHORITY – Comprised of 1 representative and 1 alternate from each member municipality/agency, no term limit. Board meetings are TBA and are held at San Joaquin County Agricultural Center, 2101 E. Earhart Avenue, Assembly Rm. #1, Stockton. *Contact: Charlie Swimley, Public Works Director, (209) 333-6706*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi, Delegate	333-6702	April 5, 2017	Unspecified
Charlie Swimley, Alternate Or Designee	333-6706	April 5, 2017	Unspecified

Appointments made by the City Council by motion action.

LEAGUE OF CALIFORNIA CITIES CENTRAL VALLEY DIVISION EXECUTIVE COMMITTEE – Comprised of 1 representative and 1 alternate from each member municipality from which there is no officer; 2 Lodi reps., no term limit. Meetings as called. *Contact: Stephen Qualls, LCC/CVD Public Affairs Regional Manager, 614-0118*

Purpose: Led by the Executive Board, the Committee guides member city activities and efforts to improve fellowship and cooperation among member cities and increase the quality, responsiveness, and vitality of Central Valley local governments.

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
JoAnne Mounce	333-6702	March 1, 2006	Unspecified
Stephen Schwabauer, City Manager	333-6700	March 1, 2006	Unspecified

(Pursuant to City Council Protocol Manual Section 4.2b, the Mayor and Mayor Pro Tempore shall be the voting delegate and alternate for the National League of Cities and League of California Cities annual business meetings, unless a Council Member serves in a League of California Cities capacity, then priority will be given to that individual to serve as voting delegate.)

Appointments made by the City Council by motion action. Council Member to serve as representative, City Manager as Alternate.

LEAGUE OF CALIFORNIA CITIES EXECUTIVE BOARD – Meets quarterly. *Contact: Mimi Sharpe, LCC Executive Assistant, (916) 658-8232*

Purpose: The League board of directors is responsible for the overall supervision, control, and direction of the League. Only city officials from League member cities are eligible for membership on the board of directors..

	<u>Business</u>	<u>Appointed</u>	
JoAnne Mounce, Board Member	333-6702	September 2018	

LOCAL AGENCY FORMATION COMMISSION (LAFCO) – 1 Lodi rep., 4-year term. Meets 2nd Thursday of each month at 9:00 a.m., Board of Supervisors' Chambers, 44 N. San Joaquin Street, 6th Floor, Stockton. *Contact: James Glaser, LAFCO Executive Officer, 468-3198*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Doug Kuehne	333-6702	December 9, 2014	May 2019 2027

Appointments made by a City Selection Committee comprised of all seated Mayors in San Joaquin County. Council Member required.

CITY COUNCIL SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

NORTHEASTERN SAN JOAQUIN COUNTY GROUNDWATER BANKING AUTHORITY – 1 Lodi rep., 4-year term. Board meets 2nd Wednesday of each month, 9:30 a.m. at the San Joaquin County Agricultural Center, 2101 E. Earhart Avenue, Assembly Rm. #1, Stockton. *Contact: Brandon Nakagawa, Water Resources Coordinator, 468-3089*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi, Delegate	333-6702	January 6, 2015	Unspecified
Water Plant Superintendent, Alternate <i>Andrew Richle Travis Kahrs</i>	333-6878	January 6, 2015 <u>May 2019</u>	Unspecified

Coordinating Committee meets 2nd and 4th Wednesdays. Mr. Richle serves as the representative on the committee.

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member not required.

NORTHERN CALIFORNIA POWER AGENCY (NCPA) – 1 Lodi rep., no term limit. Meets 4th Thursday of each month at 9:30 a.m. at various locations. *Contact: Cary Padget, NCPA, (916) 781-4202*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Mark Chandler, Delegate	333-6702	January 6, 2015	Unspecified
Bob Johnson, Alternate	333-6702	January 6, 2015	Unspecified
Electric Utility Director, Alternate <i>VACANT Jeff Berkheimer</i>	333-6762	June 21, 2010	Unspecified
<i>Rates & Resources Manager, Alternate</i> <i>Melissa Price</i>	<u>333-6811</u>	<u>January 8, 2019</u>	<u>Unspecified</u>

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required (Delegate only).

SAN JOAQUIN COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY – 1 Lodi rep., no term limit. Meeting date/time/location varies. *Contact: Carla Raborn, (209) 468-3229*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Alan Nakanishi	333-6702	January 6, 2015	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) – 1 Lodi rep., no term limit. Meets 4th Thursday of each month at 5:00 p.m., 555 East Weber Avenue, Stockton. *Contact: Andrew Chesley, SJCOG, 235-0444*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Doug Kuehne, Delegate	333-6702	January 6, 2015	Unspecified
Alan Nakanishi, Alternate	333-6702	January 5, 2011	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT – WATER ADVISORY COMMISSION – 1 Lodi rep., 4-year term. Meets 3rd Wednesday of each month at 1:00 p.m., Public Health Building Conference Room, 1601 Hazelton, Stockton. *Contact: Lynn Hoffman, Public Works Dept., 468-3531 (mlhoffman@sjgov.org)*

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Public Works Director, Delegate <i>Charlie Swimley</i>	333-6706	January 6, 2015	February 22, 2021
Water Plant Superintendent, Alternate 2021 <i>Andrew Richle Travis Kahrs</i>	333-6878	January 6, 2016 <u>May 2019</u>	February 22,

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member preferred, not required.

SAN JOAQUIN COUNTY SOLID WASTE MANAGEMENT TASK FORCE – 1 Lodi rep., no term limit. Meeting as called, 1810 E. Hazelton, Stockton. Contact: David Gorton, County Public Works, 468-3066

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	January 6, 2015	Unspecified

Membership determined by Board of Supervisors and a majority of cities within the County which contain a majority of the population of the County. Council Member required.

CITY COUNCIL SERVICE ON VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

SAN JOAQUIN JOINT POWERS AUTHORITY – 1 Lodi rep., no term limit. Meets quarterly; location varies. Contact: Stacey Mortensen, Executive Director, (209) 944-6220

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	December 12, 2012	Unspecified

SAN JOAQUIN PARTNERSHIP – 1 Lodi rep., 4-year term. Meets 4th Thursday of each month at 8:00 a.m., 2800 W. March Lane, Suite 470, Stockton. Contact: Chris Bamesberger-Youngsma, 956-3380

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson, Delegate	333-6702	February 16, 2005	Unspecified
JoAnne Mounce, Alternate	333-6702	December 4, 2019	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

SAN JOAQUIN REGIONAL RAIL COMMISSION – 1 Lodi rep., no term limit. Meets 1st Friday of the month at 8:00 a.m., 949 E. Channel Street, Stockton. Contact: Stacey Mortensen, Executive Director, (209) 944-6220

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Bob Johnson	333-6702	December 7, 2012	Unspecified

SAN JOAQUIN VALLEY SPECIAL CITY SELECTION COMMITTEE – 1 Lodi rep., no term limit. Meetings as called. Meetings held at Central Region Office, Governing Board Room, 1990 E. Gettysburg Avenue, Fresno, CA (or via teleconference at one of these locations: Central Region Office in Fresno, Northern Region Office in Modesto, and Southern Region Office in Bakersfield). Contact: Seyed Sadredin, Executive Director, San Joaquin Valley APCD, (559) 230-6036

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Mayor, Delegate Mark Chandler Doug Kuehne	333-6702	February 5, 2020 6, 2019	Unspecified
Mayor Pro Tempore, Alternate Doug Kuehne Alan Nakanishi	333-6702	February 6, 2019 5, 2020	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action. Council Member required.

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA (TANC) – 1 Lodi rep., no term limit. Meets 3rd Wednesday after the 1st Monday of every month, with additional special meetings as called. Meetings held at 10:00 a.m. at 35 Iron Point Circle, Suite 225, Folsom (location of firm which officiates over TANC activities). Contact: ~~Ann Czerwonka~~ ~~Mardelle Moreno~~, Navigant, (916) 631-32694007

	<u>Business</u>	<u>Appointed</u>	<u>Expires</u>
Electric Utility Director, Delegate VACANT Jeff Berkheimer	333-6762	September 2, 2009 August 12, 2019	Unspecified
Rates & Resources Manager, Alternate Melissa Price	333-6762	January 6, 2015	Unspecified
Engineering & Operations Manager, Alternate Jay Marchesseault	333-6762	February 7, 2018	Unspecified

Appointments made by the Mayor with concurrence of the City Council by motion action.

Posted pursuant to Section 54972 of the State of California Government Code. Questions regarding this posting should be directed to the City Clerk's Office at (209) 333-6702.

Dated: ~~February 5, 2020~~ December 4, 2019

Jennifer M. Ferraiolo Pamela M. Farris
Assistant City Clerk

Distribution (20):

B&C File
City Attorney
City Clerk (3)
City Council (5)

Electric Utility Director
Library (per State Statute)
Posting (4)
Public Works Director



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Annual Report Regarding Boards, Committees, and Commissions Relating to Attendance, Training, and Filing Requirements

MEETING DATE: February 5, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive annual report regarding boards, committees, and commissions relating to attendance, training, and filing requirements.

BACKGROUND INFORMATION: This annual report is being provided to City Council for informational purposes only. Attached are the attendance records for the various board, committee, and commission members for the 2019 calendar year as submitted by the relevant liaisons. The report does not include AB 1234 Ethics Training records because the City's next compliance deadline and training will occur in 2020. In addition, in 2019, all board, committee, and commission members submitted their Statements of Economic Interest (Form 700) by the deadline, or shortly thereafter, and there are no outstanding filings.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela Farris
Assistant City Clerk

PF

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi Improvement Committee

Attendance Report – 2019

MEETING DATE	Fran Forkas	Ron Cook	David Diskin	Kathryn Siddle	Sunil Yadav	Rehana Zaman	Doug Bojack
January 2	X	X	X	X		X	X
February 12	X	X	X	X	X	X	X
March 12	X	X	X	X	X	X	
April 9	Cancelled (no meeting)						
MEETING DATE	Fran Forkas	Ron Cook	David Diskin	Kathryn Siddle	VACANT	Rehana Zaman	Doug Bojack
May 14	X		X	X			X
June 11	X	X	X	X		X	X
July 9	X			X		X	X
MEETING DATE	Fran Forkas	VACANT	David Diskin	Kathryn Siddle	Freddy Almazan	Rehana Zaman	Doug Bojack
August 13	X		X	X	X		X
Sept 10	X		X	X	X	X	X
Oct 8	X		X	X			X
Nov 12	X		X	X	X		
Dec 10	*		*	*	*	*	
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019							
11 Total Mtgs.	11	4	10	11	Yadav (2 out of 3) Almazan (4 out of 5)	7	8

*Special meeting: held at 3pm vs the normal 6pm

LODI PUBLIC LIBRARY BOARD OF TRUSTEES

Attendance Report – 2019

MEETING DATE	CAITLIN CASEY	FRANKIE KOOGER	DAVID MAIN	SCOT MARTIN	TERRY COSTA
1/14/19	X	X		X	X
2/11/19	X	X	X	X	X
3/11/19	X	X		X	
4/8/19	X	X	X	X	X
5/13/19	X	X		X	X
6/10/19		X	X		
7/8/19	X	X			
				PAM WILLIAMS	RICK SEIM
8/12/19	X	X	X	X	X
9/9/19	X		X	X	X
10/14/19	X	X	X	X	X
11/11/19	X	X		X	X
12/9/19	X	X	X	X	X
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019					
<u>12</u> Total TMtgs.	11	11	7	5/5	4/5

PARKS & RECREATION COMMISSION

Attendance Report – 2019

MEETING DATE	MEMBER NAME				
January 8	Erickson	Carouba	Mitchell	VanNortwick	Long
February 5	Erickson	Carouba	Mitchell	VanNortwick	
March 5	Erickson	Carouba	Mitchell	VanNortwick	
April 2	Erickson	Carouba	Mitchell	VanNortwick	Long
May 7	Erickson	Carouba	Mitchell	VanNortwick	Long
June 4	Erickson	Carouba	Mitchell		
September 3	Erickson		Mitchell	VanNortwick	
October 1	Erickson	Carouba	Mitchell	VanNortwick	Long
SUMMARY REPORT – TOTAL ATTENDANCE FOR YEAR					
__ Total Mtgs.	8	7	8	7	4

Planning Commission

Attendance Report – 2019

MEETING DATE	Gomes	Hennecke	Kirsten	Hicks	Cummins	Olson	Slater
January 09	X	X	X	X	X	X	X
January 23	Cancelled No Meeting						
February 13	X	X	X	X	X	X	X
February 27	Cancelled No Meeting						
March 13	X	X	X	X	X		X
March 27	Cancelled No Meeting						
April 10	X	X	X	X		X	X
April 24	Cancelled No Meeting						
May 08	X	X	X		X	X	X
May 22	Cancelled No Meeting						
June 12	X	X	X			X	
June 26	Cancelled No Meeting						
July 10	Cancelled No Meeting						
July 24		X	X	X	X	X	
MEETING DATE	Gomes	Craig	Martin	Hicks	Cummins	Olson	Slater
August 14	Cancelled No Meeting						
August 28	X	X	X	X	X	X	X
September 11	X		X	X	X		X
September 25	Cancelled No Meeting						
October 9	Cancelled No Meeting						
October 23	Cancelled No Meeting						
November 13	Cancelled No Meeting						
November 27	Cancelled No Meeting						
December 11 No Quorum		X		X			X
December 16	X	X	X	X			X
December 25	Cancelled No Meeting						
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019							
11 Total Mtgs.	9	Hennecke (7) Craig (3)	Kirsten (7) Martin (3)	9	7	7	9

SENIOR COMMISSION

Attendance Report – 2019

MEETING DATE	TRACY WILLIAMS	TERRI WHITMIRE	PAT HILL	JILL HERNANDEZ	SUSAN CROSBY	JULIE WHITELEY	JOSEPH WOELFEL	ROBERT N. ANDERSON
1/3/19	✓	✓	✓	✓	✓	✓	N/A	N/A
2/7/19		✓	✓	✓	✓	✓	✓	N/A
3/7/19	✓	✓	✓	✓	✓	✓	✓	N/A
4/4/19		✓	✓	✓	✓	✓	✓	N/A
5/2/19	✓	✓	✓	✓	✓	N/A	✓	N/A
6/6/19	✓			✓	✓	N/A	✓	N/A
8/1/19	✓	✓			✓	N/A	✓	✓
9/5/19	✓		✓	✓	✓	N/A	✓	✓
10/3/19		✓	✓	✓	✓	N/A	✓	
11/7/19		✓	✓	✓	✓	N/A		✓
12/5/19	✓	✓		✓		N/A	✓	
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019								
<u>11</u> Total Mtgs.	7	9	8	10	10	4	9	3

Site Plan and Architectural Review Committee (SPARC)

Attendance Report – 2019

MEETING DATE	Della Monica	Stafford	Yocum	Kiser	Slater
January 09	Cancelled No Meeting				
January 23	X		X	X	X
MEETING DATE	Della Monica	Stafford	Yocum	Rosado	Slater
February 13	X		X	X	X
February 27	Cancelled No Meeting				
March 13	Cancelled No Meeting				
March 27	Cancelled No Meeting				
April 10		X	X		X
April 24	X	X	X	X	X
May 08	Cancelled No Meeting				
May 22	Cancelled No Meeting				
June 12	X	X		X	
June 26	Cancelled No Meeting				
July 10	X	X	X		X
July 24	Cancelled No Meeting				
August 14	Cancelled No Meeting				
August 28	Cancelled No Meeting				
September 11	Cancelled No Meeting				
September 25	Cancelled No Meeting				
October 9	Cancelled No Meeting				
October 23	Cancelled No Meeting				
November 13	Cancelled No Meeting				
November 27	Cancelled No Meeting				
December 11	Cancelled No Meeting				
December 11	Cancelled No Meeting				
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019					
6 Total Mtgs.	5	4	5	Kiser (1 of 1) & Rosado (3 of 5)	5

MEETING DATE	BENJAMIN GOBEL	ARRIANA GALVAN	JORDYN HUMMEL	RAYLEEN SALGADO	BRE MEYER	ELIZABETH MAZZEO	JENNIFER PHILLIPS	ANDREW MANIES	JESSICA RAMIREZ
1/28/19	N/A	N/A	N/A	N/A	✓		✓	✓	✓
2/11/19	N/A	N/A	N/A	N/A	✓	✓		✓	✓
3/11/19	N/A	N/A	N/A	N/A	✓	✓		✓	
8/12/19	✓	✓	✓	✓	✓	✓	✓	✓	✓
9/9/19	✓	✓		✓	✓				
10/28/19	✓	✓	✓	✓	✓	✓	✓	✓	
11/11/19	✓	✓	✓	✓	✓		✓	✓	
12/9/19	✓	✓	✓	✓	✓	✓		✓	
SUMMARY REPORT – TOTAL ATTENDANCE FOR 2019									
8 Total Mtgs.	5	5	4	5	8	5	4	7	3



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 4, 2020, to Consider Resolution Adopting Pre-Approved, Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: February 5, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for March 4, 2020, to consider resolution adopting pre-approved, Proposition 218 Consumer Price Index-based annual adjustment to rates for solid waste collection.

BACKGROUND INFORMATION: The franchise agreement with Central Valley Waste Services allows rates for solid waste collection to be adjusted annually, on April 1st.

Section 7c of the franchise agreement allows Central Valley Waste Services the option to either:

- (a) adjust rates equal to 80 percent of the annual change in the Consumer Price Index (CPI) for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, all Items (1982 – 84 = 100), plus an adjustment for extraordinary increases in landfill fees, fuel and energy costs, and changes in law, up to 100 percent of the change in the CPI, or
- (b) 100 percent of the annual change in the CPI, without the other adjustments, but with a certification that costs had increased by more than 100 percent of the change in the CPI.

Central Valley Waste Services is requesting the option to increase rates by 80 percent of the annual change in the CPI (option a) plus an adjustment for increased landfill gate fees at County owned disposal sites. The annual change in the CPI is 3.31 percent. The increase in rates based on 80 percent of the CPI change is 2.649 percent and 0.177 percent for the landfill gate fee increase. The total rate adjustment requested is 2.826 percent.

For most residential customers, the rate increase will be \$0.80 per month. The effective date of the proposed rates is April 1, 2020. The complete schedule of proposed rate changes is shown in Exhibit A.

FISCAL IMPACT: Franchise and billing fees paid to the City will increase by approximately \$40,000 annually.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/RAY/tc
Attachment

cc: Central Valley Waste Services

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021

Services Offered	Current Monthly Rate	New Monthly Rate
1. 35 GALLON REFUSE CART 1X PER WEEK**		
1 Refuse Cart	\$28.34	\$29.14
2 Refuse Carts	\$70.81	\$72.82
3 Refuse Carts	\$113.31	\$116.51
4 Refuse Carts	\$155.84	\$160.25
2. 64 GALLON REFUSE CART 1X PER WEEK**		
1 Refuse Cart	\$42.65	\$43.86
2 Refuse Carts	\$106.52	\$109.53
3 Refuse Carts	\$170.40	\$175.21
3. 96 GALLON WASTE CART 1X PER WEEK**		
1 Refuse Cart	\$92.94	\$95.56
2 Refuse Carts	\$185.90	\$191.15
3 Refuse Carts	\$278.84	\$286.72
4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES		
Monthly rate is reduced one (1) dollar from above base rates	-\$1.00	-\$1.00
5. LOW VOLUME USER 1X PER WEEK****		
One (1) - 20 Gallon Low Volume Refuse Cart	\$19.29	\$19.83
7. ADDITIONAL 64 GALLON RECYCLING CARTS		
Second and Third Recycling Cart	\$0.00	\$0.00
Fourth and Each Additional Cart	\$15.30	\$15.74
8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS		
Second and Third Yard and Garden Cart	\$0.00	\$0.00
Fourth and Each Additional Yard and Garden Cart	\$15.30	\$15.74
9. BACK YARD SERVICE****		
Monthly service charge	\$15.69	\$16.14
Qualified Disabled	\$0.00	\$0.00

Notes:

****Applies to Single Family Dwellings Only



CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021

New Monthly Rates

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$152.33	\$283.37	\$649.30	\$1,171.83	\$1,850.92	\$2,686.57
2	\$242.02	\$441.55	\$922.86	\$1,592.12	\$2,449.27	\$3,494.29
3	\$331.68	\$599.63	\$1,196.37	\$2,012.37	\$3,047.56	\$4,301.97
4	\$421.32	\$757.74	\$1,469.94	\$2,432.64	\$3,645.89	\$5,109.71
5	\$511.04	\$915.87	\$1,743.48	\$2,852.96	\$4,244.27	\$5,917.33
6	\$600.71	\$1,073.99	\$2,017.00	\$3,273.25	\$4,842.53	\$6,725.04
7	\$690.40	\$1,232.16	\$2,290.56	\$3,693.51	\$5,440.85	\$7,532.73
8	\$780.06	\$1,390.21	\$2,564.14	\$4,113.72	\$6,039.18	\$8,340.44
9	\$869.73	\$1,548.41	\$2,837.67	\$4,534.05	\$6,637.54	\$9,148.12
10	\$959.44	\$1,706.52	\$3,111.18	\$4,954.32	\$7,235.83	\$9,955.76

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$221.97	\$418.33	\$865.62	\$1,480.20	\$2,262.10	\$3,211.20
2	\$376.90	\$702.85	\$1,329.79	\$2,157.53	\$3,185.96	\$4,415.19
3	\$531.90	\$987.33	\$1,794.05	\$2,834.89	\$4,109.90	\$5,619.16
4	\$686.89	\$1,271.90	\$2,258.23	\$3,512.21	\$5,033.89	\$6,823.15
5	\$841.88	\$1,556.28	\$2,722.40	\$4,189.55	\$5,957.77	\$8,027.11
6	\$996.89	\$1,840.85	\$3,186.52	\$4,866.92	\$6,881.73	\$9,231.12
7	\$1,151.91	\$2,125.35	\$3,650.80	\$5,544.22	\$7,805.63	\$10,435.03
8	\$1,306.85	\$2,409.87	\$4,114.98	\$6,221.57	\$8,729.57	\$11,639.06
9	\$1,461.88	\$2,694.37	\$4,579.17	\$6,898.89	\$9,652.45	\$12,843.01
10	\$1,616.86	\$2,978.83	\$5,043.36	\$7,576.22	\$10,579.02	\$14,047.01

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$282.55	\$535.38	\$1,039.06	\$1,709.98	\$2,548.24	\$3,553.77
2	\$498.17	\$936.86	\$1,676.64	\$2,617.10	\$3,758.36	\$5,100.34
3	\$713.80	\$1,338.41	\$2,314.25	\$3,524.27	\$4,968.47	\$6,646.87
4	\$929.38	\$1,739.92	\$2,951.85	\$4,431.38	\$6,178.60	\$8,193.44
5	\$1,145.03	\$2,141.46	\$3,589.45	\$5,338.58	\$7,388.77	\$9,740.00
6	\$1,360.67	\$2,542.93	\$4,227.03	\$6,245.69	\$8,598.83	\$11,286.55
7	\$1,576.27	\$2,943.98	\$4,864.62	\$7,152.80	\$9,808.93	\$12,833.13
8	\$1,791.90	\$3,345.96	\$5,502.25	\$8,059.93	\$11,019.10	\$14,379.67
9	\$2,007.52	\$3,747.53	\$6,139.88	\$8,967.08	\$12,229.20	\$15,926.24
10	\$2,223.14	\$4,149.02	\$6,777.45	\$9,874.22	\$13,439.30	\$17,472.74



**CITY OF LODI
CONTAINER RATES**

EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$343.21	\$652.37	\$1,212.48	\$1,939.84	\$2,834.47	\$3,896.37
2	\$619.44	\$1,170.91	\$2,023.46	\$3,076.74	\$4,330.77	\$5,785.55
3	\$895.69	\$1,689.50	\$2,834.50	\$4,213.74	\$5,827.08	\$7,674.66
4	\$1,171.98	\$2,208.06	\$3,645.53	\$5,350.69	\$7,323.46	\$9,563.78
5	\$1,448.20	\$2,726.58	\$4,456.52	\$6,487.61	\$8,819.79	\$11,452.98
6	\$1,724.50	\$3,245.17	\$5,267.59	\$7,624.54	\$10,316.05	\$13,342.12
7	\$2,000.78	\$3,763.74	\$6,078.64	\$8,761.53	\$11,812.35	\$15,231.26
8	\$2,277.07	\$4,282.28	\$6,889.64	\$9,898.44	\$13,308.69	\$17,120.43
9	\$2,553.32	\$4,800.82	\$7,700.65	\$11,035.40	\$14,805.06	\$19,009.57
10	\$2,829.63	\$5,319.40	\$8,511.64	\$12,172.31	\$16,301.35	\$20,898.71

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$403.82	\$769.41	\$1,385.89	\$2,169.59	\$3,120.70	\$4,238.95
2	\$740.74	\$1,404.96	\$2,370.38	\$3,536.43	\$4,903.19	\$6,470.66
3	\$1,077.62	\$2,040.57	\$3,354.80	\$4,903.17	\$6,685.73	\$8,702.47
4	\$1,414.53	\$2,676.16	\$4,339.26	\$6,269.92	\$8,468.22	\$10,934.21
5	\$1,751.50	\$3,311.78	\$5,323.63	\$7,636.69	\$10,250.75	\$13,165.94
6	\$2,088.35	\$3,947.34	\$6,308.15	\$9,003.43	\$12,033.30	\$15,397.67
7	\$2,425.32	\$4,582.91	\$7,292.57	\$10,370.24	\$13,815.81	\$17,629.41
8	\$2,762.20	\$5,218.49	\$8,277.03	\$11,736.96	\$15,598.30	\$19,861.16
9	\$3,099.16	\$5,854.12	\$9,261.45	\$13,103.74	\$17,380.88	\$22,092.92
10	\$3,436.05	\$6,489.72	\$10,245.91	\$14,470.48	\$19,163.36	\$24,324.65

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$464.42	\$886.43	\$1,559.34	\$2,399.44	\$3,406.87	\$4,581.59
2	\$861.97	\$1,639.03	\$2,717.15	\$3,995.99	\$5,475.60	\$7,155.88
3	\$1,259.54	\$2,391.63	\$3,875.03	\$5,592.58	\$7,544.27	\$9,730.21
4	\$1,657.07	\$3,144.22	\$5,032.86	\$7,189.10	\$9,613.02	\$12,304.51
5	\$2,054.62	\$3,896.82	\$6,190.71	\$8,785.67	\$11,681.70	\$14,878.84
6	\$2,452.15	\$4,649.52	\$7,348.59	\$10,382.24	\$13,750.42	\$17,453.15
7	\$2,849.69	\$5,402.09	\$8,506.40	\$11,978.79	\$15,819.16	\$20,027.47
8	\$3,247.19	\$6,154.69	\$9,664.29	\$13,575.35	\$17,887.82	\$22,601.79
9	\$3,644.75	\$6,907.27	\$10,822.19	\$15,171.92	\$19,956.57	\$25,176.14
10	\$4,042.36	\$7,659.89	\$11,980.00	\$16,768.46	\$22,025.25	\$27,750.48



CITY OF LODI
COMMERCIAL COMPACTOR RATES
EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021

Services Offered	Current Monthly Rate	New Monthly Rate
<u>1. 2 CUBIC YARD COMPACTOR</u>		
1X Week	\$332.65	\$342.05
2X Week	\$665.32	\$684.12
3X Week	\$997.95	\$1,026.16
4X Week	\$1,330.63	\$1,368.24
5X Week	\$1,663.28	\$1,710.28
<u>2. 3 CUBIC YARD COMPACTOR</u>		
1X Week	\$411.04	\$422.66
2X Week	\$822.06	\$845.30
3X Week	\$1,233.10	\$1,267.94
4X Week	\$1,644.16	\$1,690.62
5X Week	\$2,055.19	\$2,113.27
<u>3. 4 CUBIC YARD COMPACTOR</u>		
1X Week	\$490.04	\$503.89
2X Week	\$980.09	\$1,007.78
3X Week	\$1,470.14	\$1,511.68
4X Week	\$1,960.19	\$2,015.59
5X Week	\$2,450.23	\$2,519.48



**CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE
EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021**

	Current Rates	New Monthly Rate
PERMANENT HIGH FREQUENCY ROLL-OFF RATES		
1. Drop-off and Pick-up Charge Per Box	\$197.10	\$202.67
2. Tons Disposed/Box X Processing Charge	\$44.38	\$45.64
ONE-TIME TEMPORARY USER ROLL-OFF RATES		
1. Drop/off/Pick-up Charge Per Box	\$250.28	\$257.35
2. Tons Disposed/Box X Processing Charge	\$44.39	\$45.65



CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2021

	<u>Current Rates</u>	<u>New Rates</u>
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$342.14	\$351.81
2. Tons Disposed/Box X Processing Charge	\$44.23	\$45.48

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending the Salary Ranges for the Positions of Electric Distribution Operator I, Electric Distribution Operator II, and Electric Distribution Operator Supervisor Within the Electric Utility Department

MEETING DATE: February 5, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution amending the salary ranges for the positions of Electric Distribution Operator I, Electric Distribution Operator II, and Electric Distribution Operator Supervisor within the Electric Utility Department.

BACKGROUND INFORMATION: The Lodi Electric Utility Department is responsible for providing the citizens of Lodi with quality, reliable electric service. The Engineering and Operations Division, within the Electric Utility Department is comprised of Engineering and Distribution Operations staff.

The Distribution unit is budgeted for one Supervisor and three Electric Distribution Operators. The Distribution Operators are responsible for monitoring, controlling and operating the City's electric distribution system; developing and following switching procedures for emergency service restoration; and taking corrective action in accordance with approved protocols and switching orders. These classifications require a unique skill set and are difficult to fill. With a recent retirement and a resignation within a few months of each other, the Department has two vacant positions within the unit, leaving two staff members to work numerous hours to cover the operational needs. The Department has a critical need to fill the two vacant positions by providing a competitive salary to attract and retain qualified external applicants in addition to development of a plan for internal succession opportunities.

Traditionally, the Electric Distribution positions have been filled with Electric Lineman (succession) who make ideal candidates because they possess extensive knowledge of the electric distribution systems, including industry construction, maintenance practices and procedures and are experienced with system outages and clearance requests.

In 2015, amendments to the Distribution Operator job classifications including a reduction in the salary ranges. Previous to 2015, the Operator II salary was approximately 12.7% above the Electric Lineman salary; after the salary adjustments in 2015, the Operator II salary was approximately 6.5% below the Electric Lineman. With the reduction in salary, an Electric Lineman would experience a reduction in salary if they transferred into the Distribution Operator classification. Internal Lineman are uniquely qualified for the position of Operator given their knowledge of the system, experience working in the field and the trust they have established working side by side with the City's line crews. Since 2016, the department has experienced a difficult time filling vacant positions with qualified candidates. After two recruitments, the Electric Utility was able to hire a candidate in 2018; unfortunately, the employee resigned one year later.

APPROVED: _____
Stephen Schwabauer, City Manager

Staff is requesting the following adjustment to the salary ranges for these specialized and hard to fill positions.

Title	Step 0	Step 1	Step 2	Step 3	Step 4
Electric Distribution Operator I	\$6,633.34 to \$8,474.97	\$6,965.01 to \$8,898.71	\$7,313.76 to \$9,343.65	\$7,678.45 to \$9,810.83	\$8,063.38 to \$10,301.37
Electric Distribution Operator II	Step eliminated	Step eliminated	Step eliminated	\$9,521.33 to \$10,301.37	\$9,999.49 to \$10,816.44
Electric Distribution Operator Supervisor	Step eliminated	Step eliminated	Step eliminated	\$10,473.52 to \$11,331.51	\$10,999.47 to \$11,898.09

Human Resources has conferred with the International Brotherhood of Electrical Workers (IBEW) and they are in agreement with the proposed salary range adjustments.

Staff recommends that the Council approve the adjustments to the salary ranges for the positions of Electric Distribution Operator I, Electric Distribution Operator II, and the Electric Distribution Operator Supervisor.

FISCAL IMPACT: The total long term annual cost of the proposed salary adjustments are estimated to be \$40,000.

FUNDING AVAILABLE: The increases will be absorbed within the Electric Utility Budget.

Adele Post
Human Resources Manager

Andrew Keys
Deputy City Manager/Internal Services Director

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENTS TO THE SALARY
RANGES FOR THE POSITIONS OF
ELECTRIC DISTRIBUTION OPERATOR I, ELECTRIC
DISTRIBUTION OPERATOR II, AND ELECTRIC
DISTRIBUTION OPERATOR SUPERVISOR

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the salary ranges for Electric Distribution Operator I, Electric Distribution Operator II, and Electric Distribution Operator Supervisor as follows:

	<u>Electric Distribution Operator I</u>			
<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$8,474.97	\$8,898.71	\$9,343.65	\$9,810.83	\$10,301.37

<u>Electric Distribution Operator II</u>	
<u>Step 3</u>	<u>Step 4</u>
\$10,301.37	\$10,816.44

<u>Electric Distribution Operator Supervisor</u>	
<u>Step 3</u>	<u>Step 4</u>
\$11,331.51	\$11,898.09

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

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

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending the Salary Ranges for the Positions of Utilities Superintendent, Water Plant Superintendent, and Wastewater Plant Superintendent Within the Public Works Department

MEETING DATE: February 5, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution amending the salary ranges for the positions of Utilities Superintendent, Water Plant Superintendent, and Wastewater Plant Superintendent within the Public Work Department.

BACKGROUND INFORMATION: The Public Works Department is responsible for sewer collections, sewer treatment, storm water, surface water and the maintenance of the City's utilities including the White Slough Water Pollution Control Facility (Wastewater Treatment Plant) and the Surface Water Treatment Plant as well as numerous wells located throughout the City.

City staff are responsible for ensuring the City meets the water quality standards required for the protection of the Citizens and for the protection of the environment. Employees are required to obtain and maintain numerous State mandated certifications in order to fill the various positions within the Water, Wastewater, and Utilities Divisions. The Mid-Management staff who have the overall responsibility for these three Divisions must possess the required certifications as well as the managerial knowledge, skills and abilities in order to manage these divisions.

The City has been recruiting off and on over the last 24 months for a Wastewater Plant Superintendent to replace the previous incumbent who retired in March 2018, and has been unsuccessful in attracting a qualified applicant. Salaries at comparative agencies are more attractive to qualified applicants and an adjustment is necessary in order to attract qualified candidates and to provide salary growth for retention of current staff.

Staff is requesting the following adjustment to the salary ranges for these specialized and hard to fill positions.

- A two-step range adjustment (5% each step) for the Utilities Superintendent, Water Plant Superintendent, and the Wastewater Plant Superintendent positions to address labor market competitiveness and retention.

Human Resources has conferred with the Lodi City Mid-Managers Association (LCMMA) and they are in agreement with the proposed salary range adjustments. The proposed range adjustments will lead to an adjustment in the Utilities Manager salary in the future as direct reports move into the higher steps. There is a mandatory ten percent (10%) salary differential from supervisors to subordinates within the current contract between the City and LCMMA. This item is information only and is not part of this

APPROVED: _____
Stephen Schwabauer, City Manager

approval as it has already been approved by the City Council when they authorized the LCMMA Memorandum of Understanding.

Staff recommends that the Council approve the adjustments to the salary ranges for the Utilities Superintendent, Water Plant Superintendent, and Wastewater Plant Superintendent.

FISCAL IMPACT: The total long term annual cost of the proposed salary adjustments are estimated to be \$36,000.

FUNDING AVAILABLE: The increases will be absorbed within the Public Works budget.

Adele Post
Human Resources Manager

Andrew Keys
Deputy City Manager/Internal Services Director

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENTS TO THE SALARY
RANGES FOR THE POSITIONS OF
UTILITIES SUPERINTENDENT, WATER PLANT
SUPERINTENDENT, AND WASTEWATER PLANT
SUPERINTENDENT

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the salary range adjustments as follows:

- A two-step range adjustment (5% each step) for Utilities Superintendent, Water Plant Superintendent, and Wastewater Plant Superintendent positions to address labor market competitiveness.

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

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

PAMELA M. FARRIS
Assistant City Clerk