



LODI CITY COUNCIL

Hutchins Street Square
125 South Hutchins Street, Lodi

AGENDA – SPECIAL MEETING

Date: June 17, 2015

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

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 Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, and Lodi Professional Firefighters 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

- B-1 Presentation Regarding the 2015 Youth Energy Summit (CM)
- B-2 2015 National Dump the Pump Day Proclamation (PW)
- B-3 Parks Make Life Better Month Proclamation (PRCS)

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

C-1 Receive Register of Claims in the Amount of \$6,610,677.57 (FIN)

C-2 Approve Minutes (CLK)

- a) May 26, 2015 (Special Meeting)
- b) June 2, 2015 (Shirtsleeve Session)
- c) June 3, 2015 (Regular Meeting)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for School Street Treewell LED Light Retrofit Project – Lodi Avenue to Locust Street (PW)

C-4 Accept Donations for Memorial Bench and Plaques at Various City Parks (PRCS)

Res. C-5 Adopt Resolution Awarding Contract for 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to New Image Landscape Company, of Fremont (\$185,276) and Authorizing Public Works Director to Execute Extensions (PW)

Res. C-6 Adopt Resolution Awarding Contract for 2015/16 Transit Station Landscape Maintenance to Marina Landscape, Inc., of Livermore (\$15,520) and Authorizing Public Works Director to Execute Extensions (PW)

- C-7 Accept Improvements Under Contract for City Hall Boiler Replacement Project (PW)
- C-8 Accept Improvements Under Contract for Downtown Concrete Cleaning (PW)
- Res. C-9 Adopt Resolution Authorizing City Manager to Execute a Two-Year Customer Support Agreement with L & H Airco, of Roseville, for Maintenance of Climate Control Energy Management Systems at City Facilities and Authorizing Public Works Director to Execute a One-Year Extension (\$42,765) (PW)
- Res. C-10 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PRCS)
- Res. C-11 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Telstar Instruments, of Sacramento, for SCADA Instrumentation, Maintenance, and Integration Services (\$80,000) and Authorizing Public Works Director to Execute Extensions (PW)
- Res. C-12 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Jorgensen Company, of Modesto, for Citywide Fire Extinguisher Maintenance and Authorizing Public Works Director to Execute a One-Year Extension (\$25,000) (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Munoz Roofing, Inc., of Acampo, for Citywide Roofing Repairs and Authorizing Public Works Director to Execute a One-Year Extension (\$40,000) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for City Facilities Heating, Ventilation, and Air Conditioning Maintenance Services and Authorizing Public Works Director to Execute a One-Year Extension (\$150,000) (PW)
- Res. C-15 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with A & A Electric, of Acampo, for City Facilities Electrical Repairs and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000) (PW)
- Res. C-16 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Service 1st Overhead Door, of Acampo, for City Facilities Roll-Up Door and Gate Repairs and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000) (PW)
- Res. C-17 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with ABC Plumbing, Heating, and Air Conditioning, of Lodi, for City Facilities Plumbing Repair Services and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000) (PW)
- Res. C-18 Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for On Call Environmental Services and Appropriating Funds (\$15,000) (PW)
- Res. C-19 Adopt Resolution Authorizing City Manager to Amend Professional Services Agreement with Adecco Staffing Services, of Stockton, to Add Laboratory Technician (\$17,000) (PW)
- Res. C-20 Adopt Resolution Authorizing City Manager to File Claim for 2014/15 Transportation Development Act Funds in the Amount of \$2,906,110 from Local Transportation Fund and \$268,778 from State Transit Assistance Fund (PW)
- Res. C-21 Adopt Resolution of Consideration to Reduce Special Taxes and Annual Index for Community Facilities District No. 2007-1 and Setting Public Hearing for August 5, 2015 (CM)
- Res. C-22 Adopt Resolution Authorizing City Manager to Apply for Lodi's Share of the 2015 Edward Byrne Memorial Justice Assistance Grant (\$19,784) (PD)
- Res. C-23 Adopt Resolution Authorizing City Manager to Apply for the Department of Justice Technology Innovation for Public Safety Fiscal Year 2015 Competitive Grant (PD)

- Res. C-24 Adopt Resolution Authorizing City Manager to Execute Grant Award from the Department of Alcoholic Beverage Control and Appropriating Funds (\$38,336) (PD)
- Res. C-25 Adopt Resolution Approving Parks, Recreation, and Cultural Services Fees (PRCS)
- C-26 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)
- Res. C-27 Adopt Resolution Amending Traffic Resolution No. 97-148 by Establishing Surface Transportation Assistance Act Truck Route on Harney Lane from Stockton Street to Cherokee Lane (PW)
- Res. C-28 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments,
Res. Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect
Res. Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16; and Set Public Hearing for July 15, 2015 (PW)
- Res. C-29 Adopt Resolution Declaring Intention to Annex Territory to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax Therein and Setting Public Hearing for August 5, 2015 (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

- G-1 Continue Public Hearing to July 15, 2015, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

H. Communications – None

I. Regular Calendar

- Res. I-1 Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 and Approving the Fiscal Year 2015/16 Appropriation Spending Limit (CM)
- Res. I-2 Adopt Resolution Approving Memorandum of Understanding Between the City of Lodi and the Lodi Police Mid-Management Organization for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds (\$58,018) (CM)
- Res. I-3 Adopt Resolutions Approving Memorandums of Understanding Between the City of Lodi and
Res. AFSCME (General Services and Maintenance & Operators Units) for the Period
Res. January 1, 2015 through December 31, 2017; Extending Certain Provisions to Confidential General Services Employees; and Appropriating Funds (\$59,209) (CM)
- Ord. I-4 Introduce an Ordinance Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by
(Introduce) Repealing and Re-Enacting Section 13.20.315(C), "Schedule EDR – Economic Development Rate" to Re-Enact the Utility Rate Discount from September 1, 2015 to June 30, 2018 (CM)

J. Ordinances – None

K. Adjournment

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

Jennifer M. Ferraiolo
City Clerk

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

AGENDA TITLE: Presentation Regarding the 2015 Youth Energy Summit
MEETING DATE: June 17, 2015
PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Presentation regarding the 2015 Youth Energy Summit.

BACKGROUND INFORMATION: Lodi Electric, in partnership with Roseville Electric, Sacramento Municipal Utility District and Turlock Irrigation District, proudly sponsored the seventh annual Youth Energy Summit (YES). The YES is an event primarily for area high school juniors and seniors and is focused on California's energy future. The theme of this year's event, "Powering Our Plate: Agriculture, Food and Energy Sustainability," introduced high school students to green energy, technology and sustainability concepts. Student teams from Lodi and Tokay High Schools attended the two-day interactive training event held in January at the Roseville Electric Utility Exploration Center. Participating schools also included Ceres, El Camino, George Washington Carver, Grant Union, Laguna Creek, Mira Loma, San Juan, and West Campus High Schools.

Students then returned to their respective communities with the assignment to develop a project that fulfills a need in the community relative to green energy, energy conservation, or sustainability. On May 1, 2015, a total of seven teams returned to present their projects to a panel of judges and compete for college scholarships, ranging from \$500 to \$1,100 per team member.

The four-student team from Tokay High School competed with their "Solar Powered E-Ponics" project. The project included an automated, self-monitoring hydroponics system which grows plants in nutrient-rich water without soil. The judges selected Tokay's project for first place, with each of the students receiving a \$1,100 college scholarship. The students and their mentor are being recognized this evening for their accomplishment.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Adam Brucker
Business Development Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Proclamation Proclaiming June 18, 2015, as “2015 National Dump the Pump Day” in Lodi

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming June 18, 2015, as “2015 National Dump the Pump Day” in Lodi.

BACKGROUND INFORMATION: The tenth annual National Dump the Pump Day is a day encouraging people to ride public transportation to save money, protect the environment, reduce our dependence on foreign oil, and improve the quality of life for all Americans. This is the sixth year City of Lodi Transit Division has participated in the Dump the Pump Day campaign. On Thursday, June 18, 2015, the City of Lodi Transit Division is offering free rides on the fixed routes, and the City’s transit operations contractor, MV Transportation, Inc., will be donating raffle prizes (transit passes).

The National Dump the Pump Day campaign provided the following statistics:

- People who ride public transportation can save, on average, more than \$10,000 per year, based on today’s gas prices, the cost of owning a car and the average unreserved parking rate.
- U.S. public transportation use reduces the country’s carbon footprint by 37 million metric tons – the equivalent of 4.9 million households using electricity in a year.
- U.S. public transportation use saves 4.2 billion gallons of gasoline per year – the equivalent of 900,000 cars filling up every day.
- Public transportation provides personal mobility and freedom for people from every walk of life.

A representative from the City of Lodi Transit Division and MV Transportation, Inc. will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Julia Tyack, Transportation Planner

FWS/JT/jr

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Parks Make Life Better Month Proclamation

MEETING DATE: June 17, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Mayor Johnson present proclamation proclaiming the month of July 2015 as "Parks Make Life Better Month" in the City of Lodi.

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

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

Lodi residents, including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and programs. Thousands of residents participate in youth sports and other activities, and Lodi Lake Park has more than 200,000 visitors a year.

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

With July being celebrated across the nation as Parks and Recreation Month, the Council is asked to proclaim July 2015 as Parks Make Life Better® Month in the City of Lodi

FISCAL IMPACT: None.

Jeff Hood
Parks, Recreation and Cultural Services Director

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through May 28, 2015 in the total amount of \$6,610,677.57

MEETING DATE: June 17, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,610,677.57.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,610,677.57 through 05/28/15. Also attached is Payroll in the amount of \$5,057,488.29.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

5/15/2015 through 5/28/2015

Fund	Amount
010 - Cash Equity Fund	4,258.02
100 - General Fund	1,202,997.30
120 - Library Fund	7,344.59
140 - Expendable Trust	101,129.33
200 - Parks Rec & Cultural Services	41,778.53
214 - LPD-OTS Grants	11,744.00
301 - Gas Tax-2105 2106 2107	21,489.46
302 - Gas Tax -2103	930.70
303 - Measure K Funds	28,617.25
431 - Capital Outlay/General Fund	458,853.49
432 - Parks & Rec Capital	7,797.00
437 - IMF Parks & Rec Facilities	4,975.00
500 - Electric Utility Fund	3,237,877.58
501 - Utility Outlay Reserve Fund	8,332.63
504 - Public Benefits Fund	38,392.00
506 - Solar Surcharge Fund	95,267.76
530 - Waste Water Utility Fund	41,576.91
531 - Waste Wtr Util-Capital Outlay	6,909.24
560 - Water Utility Fund	362,337.02
561 - Water Utility-Capital Outlay	231,819.21
590 - Central Plume	24,385.26
593 - Northern Plume	147,527.75
600 - Dial-a-Ride/Transportation	168,526.04
601 - Transit Capital	214,378.90
650 - Internal Service/Equip Maint	25,139.09
655 - Employee Benefits	103,426.98
660 - General Liabilities	1,675.10
665 - Worker's Comp Insurance	9,979.75
801 - L&L Dist Z1-Almond Estates	1,211.68
Total	6,610,677.57

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 5/10/2015

Fund	Description	Amount
100	General Fund	1,392,279.08
120	Library Fund	52,460.14
200	Parks Rec & Cultural Services	261,918.92
214	LPD-OTS Grants	5,571.42
270	Comm Dev Special Rev Fund	58,402.08
301	Gas Tax-2105 2106 2107	59,555.84
500	Electric Utility Fund	329,075.80
530	Waste Water Utility Fund	224,278.28
560	Water Utility Fund	42,272.50
600	Dial-a-Ride/Transportation	16,209.84
650	Internal Service/Equip Maint	29,785.30
655	Employee Benefits	5,911.78
Report Total		2,477,720.98

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 5/24/2015

Fund	Description	Amount
100	General Fund	1,433,851.14
120	Library Fund	52,140.78
200	Parks Rec & Cultural Services	260,439.34
214	LPD-OTS Grants	4,743.78
270	Comm Dev Special Rev Fund	49,394.42
301	Gas Tax-2105 2106 2107	51,487.16
500	Electric Utility Fund	332,566.28
530	Waste Water Utility Fund	223,362.90
560	Water Utility Fund	38,582.14
600	Dial-a-Ride/Transportation	16,209.86
650	Internal Service/Equip Maint	30,025.32
Report Total		2,492,803.12

063012

Company -
BU -

City of Lodi
Payroll Register
Retires

Page - 20
Date - 4/16/15
Period - 05/31/15

*Retires
check date
4/24/15*

Payroll ID- 015

Type	Earnings	Hours	Current Amount	YTD Amount	Type	Deduction	Current Amount	YTD Amount
Total Report								
4152	SLC Chiro		3.67-	14.68-	**	Gross Wages	86,964.19	348,579.50
4155	SLB Vision		477.03	1,758.45				
4156	SLB Dental		1,982.21	7,640.12				
4158	SLB Chiro		10.52	40.81				
4160	SLC Reimb.		86,967.86	348,594.18				
8500	SLB Bank Bal			60,801.89				
	** Totals **		86,964.19			Total Ded''s		
		Taxbl:						
	Total Employees	100	Tot Ck Cntrl #'s	100		* Net Pay *	86,964.19	
			Tot Computer Cks	18				
			Tot Auto Deposits	79				



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) May 26, 2015 (Special Meeting)
b) June 2, 2015 (Shirtsleeve Session)
c) June 3, 2015 (Regular Meeting)

MEETING DATE: June 17, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) May 26, 2015 (Special Meeting)
b) June 2, 2015 (Shirtsleeve Session)
c) June 3, 2015 (Regular Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MAY 26, 2015**

A. Call to Order / Roll Call

The Special Goal Setting meeting of the City Council of May 26, 2015, held at Hutchins Street Square, 125 South Hutchins Street, Lodi, was called to order by Mayor Johnson at 6:07 p.m.

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

Absent: Council Member Mounce

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Topics(s)

B-1 City Council Goal Setting (CM)

City Manager Schwabauer explained that the purpose of the meeting is to follow-up from the first goal setting session, at which Council, staff, and the public provided input on Citywide priorities, and give Council an opportunity to rank the priorities based on the outcome of the first session. From that meeting, the priorities were arranged into eight categories: economic development, downtown, homeless, public safety, gangs, fiscal sustainability, asset preservation, and "other." Mr. Schwabauer cautioned that the upcoming fiscal year budget is near completion and that any projects or priorities that Council directs this evening would likely come back as a mid-year budget adjustment. He stated that \$775,000 in one-time funding, as a result of the end of the "triple flip," is the available resource for funding priorities.

Mayor Johnson expressed disappointment in the lack of public turnout at both goal setting sessions and suggested a third session to discuss a narrowed-down list and, hopefully, encourage greater public input. Mayor Pro Tempore Chandler and Council Member Nakanishi believed a subsequent session was unnecessary.

In response to Council Member Nakanishi, Mr. Schwabauer explained that a Number 1 was the highest rank in the previous exercise. In further response, Mr. Schwabauer reiterated that none of the items on the list are included in the budget; projects would need to be addressed during mid-year budget adjustment; and the purpose of this meeting is to rank the priorities and not to determine funding, process, and timeline for each priority.

Council reviewed each of the categories.

Economic Development & Downtown

Mayor Pro Tempore Chandler stated there was overlap in the goals as many were similar, and Council Member Kuehne suggested consolidating some of the listed items.

Mayor Johnson explained his goal regarding an economic development incentive program, stating the City should be ready to assist new businesses relocating or expanding in Lodi by offering rebates on electricity, water, and wastewater or reducing permit fees. He would like a plan in place as a starting point for staff to assist businesses as soon as an inquiry is received.

Council Member Kuehne suggested the homelessness issue be removed as a category because significant effort is being made by the Homeless Solutions Committee to develop a strategy to address the homeless. At this point, there is no action necessary on the City's part, and if a solution is discovered, he hoped it would not cost the City much, other than a potential property to address the serious lack of housing. Council Member Nakanishi concurred with the

suggestion.

Mayor Johnson agreed, stating that an economic development business attraction plan would include a dollar figure on what it would take to annex and make industrial land "shovel ready" so there is full awareness of costs and steps needed to make land available; whereas, placing a dollar figure on the homeless situation is difficult because the cost and timeline are unknown factors.

Mr. Schwabauer suggested creating a separate category for "opportunity cost items," to include homelessness and other priorities that are important and need staff attention but lack specific dollars and timelines.

Mayor Pro Tempore Chandler expressed support for the suggestion, agreeing that the homeless situation is a high priority, but it lacks a precise strategy. He further suggested that several of the items listed under economic development were similar and should be consolidated and/or eliminated.

Mr. Schwabauer suggested that the priority relating to Lodi's fiber optic system be placed in the "opportunity cost items" category and that staff continue working toward that endeavor.

Mayor Johnson agreed with removing the priority relating to the Vision 2020 goals and suggested combining the four goals relating to jobs, business attraction, economic incentives, and infrastructure into one common priority.

In response to Mayor Johnson, Mr. Schwabauer stated that staff understands that Council is looking for projects that make it possible for businesses to locate in Lodi without the need to annex land, prepare environmental documentation, work with various agencies, and build electrical infrastructure.

In response to Council Member Nakanishi, Mr. Schwabauer confirmed that Lodi's infrastructure is largely in decent shape, but some effort is necessary on electrical infrastructure, which is currently starting to be addressed. In terms of water, wastewater, and streets, Lodi's ratings are extremely high in comparison to a majority of the country, especially with streets, and he stated that all of the outdated water and wastewater lines will be replaced within the next couple of years. Infrastructure on the water delivery and wastewater collection level are ready to serve new business; however, electric utility infrastructure, particularly with substations and lines, is inadequate for growth on the east side of Lodi. In addition, an environmental impact report (EIR) is not in place to allow annexation of land in that area. Mr. Schwabauer provided examples of the Reynolds Ranch project, stating it cost \$750,000 to implement a full EIR, and the attempted Delta College satellite campus, which was estimated at \$7 million for water, wastewater, and electric utility infrastructure, in addition to environmental and attorney fees. He added that smaller-scale annexations may be easier to manage and less expensive because they would likely not require a full EIR.

Council Member Kuehne stated that economic development should also include streamlining the process for business owners locating in town to include concessions on electric utility and researching existing buildings that are underutilized and getting them compliant with Americans with Disabilities Act (ADA) regulations or demolished in some cases. Mr. Schwabauer concurred that there are a number of underutilized buildings and an incentive program would make it economically feasible for a business to utilize it. Council Member Kuehne stated that staff in Community Development should have a list readily available of vacant properties, along with the size and requirements necessary to make the building user-ready and related incentives to make the endeavor worthwhile to the incoming business. He further stated that a potential business owner should be able to accomplish much of its efforts at one counter, rather than having to move from one department to another.

In response to Mayor Johnson, Council Member Kuehne stated that his suggestion is different than business incentives and attractions involving annexation of land, EIRs, and infrastructure. Mayor Johnson suggested encapsulating that into the downtown category.

Council Member Kuehne stated that both goals are important and should be made the top two priorities: incentive program for businesses coming into town for commercial, industrial, and retail; and annexation of small acreage to be "shovel ready." Mr. Schwabauer stated that staff will encapsulate economic development for "shovel ready" projects as one category and economic incentive programs for underutilized properties as another category.

In response to Mayor Johnson, Mr. Schwabauer stated that the downtown property based improvement district can be added to the "opportunity cost items" category.

Council Member Kuehne stated he would like to pursue the issue of WiFi in the downtown area, as well as music during special events and weekends. Further, Council Member Kuehne suggested using Transient Occupancy Tax (TOT) revenue to beautify the underpass at Harney Lane and fund a portion of the wayfinding signage program as this would be an investment in tourism by making the entries into the community more attractive.

In response to Mayor Pro Tempore Chandler, Mr. Schwabauer stated that Caltrans would need to cede its obligation to maintain the freeway rights-of-way and he believed Caltrans would agree under the condition and by agreement that it be in perpetuity and that the City indemnify and hold Caltrans harmless. He stated that Lodi's TOT is 6 percent, which is lower than most of the surrounding communities, and Visit Lodi! charges an additional 3 percent. Mr. Schwabauer stated that Lodi placed an initiative on the ballot in early 2000 to adjust the TOT, but it failed because voters did not understand who would pay the tax and how the money would be used. He believed a better effort could have been made to educate voters on the measure.

Mayor Johnson suggested another attempt to place the matter on a future ballot, along with an education piece, to which Mr. Schwabauer replied that staff could accomplish that with a relatively limited expenditure of staff time and resources. He further stated that he would be willing to speak on the matter at service clubs and further educate the public; however, the City is strictly prohibited from using City resources to promote a measure and encourage people how to vote. The City can, however, use resources to educate the public with fliers and informational pieces on what the measure means, how much money could be raised, and how the money would be spent. In addition, Council Members and staff can individually educate and promote the measure on their own time, and an agency such as Visit Lodi! could use resources to promote the measure.

In response to Council Member Kuehne, Mr. Schwabauer stated that staff is already in progress with the downtown property based improvement district effort; Council has dedicated resources to the downtown, including lighting and sidewalk cleaning and repairs; he and the Mayor have attended meetings with downtown business owners to promote this proposal; and Business Development Manager Adam Brucker will begin setting up meetings and preparing a layout of the program. The previous partnership with the downtown was a promotions-based program, but based on meetings with the owners, they would prefer a maintenance-based program, and staff will develop a list of maintenance needs in the downtown area. He suggested the item be placed under the "opportunity cost items" category and stated he hopes to introduce a program and list of projects to Council by the end of the year.

Public Safety & Gangs

Mayor Johnson suggested that public safety and gangs be in the same category.

Council Member Nakanishi stated that, for the average citizen, public safety is a higher priority than economic development and the downtown. People want safe streets, fire and police protection, and gang prevention. In response to Council Member Nakanishi, Mr. Schwabauer stated that succession planning for the Fire Department includes encouraging staff to attend command college, management training, and classes and programs that would make them more eligible for promotion when opportunities arise. Council Member Nakanishi stated that the browned-out Engine No. 1 should be fully and permanently restored and expressed support for funding the Gang Reduction, Intervention, and Prevention (GRIP) program. Mr. Schwabauer stated that the fire engine was funded in the budget at \$275,000 and next year Council can

evaluate the success of the allocation and whether it was enough to keep the engine in full operation. Further, Mr. Schwabauer stated that, through the negotiation process, effort is being made to keep valuable employees in both Police and Fire so they are not perpetually understaffed.

Council Member Kuehne stated he would like to see the GRIP program funded as a regular budget item so that each year it is not a scramble to fund the program. Mr. Schwabauer stated that the officer element of the program is being funded going forward.

In response to Mayor Pro Tempore Chandler, Captain Tod Patterson stated that the Police Department's budget calls for 71 officers; however, with retirements occurring over the next few weeks and officers on injury leave, the number of available officers is 64. He added that a recent recruitment will add two new officers in early June. Captain Patterson stated the Department is using saved overtime money to initiate a downtown walking beat on Tuesdays and Thursdays and designating a downtown bike officer to the weekly Farmers' Market and on Saturdays. In addition, while School Resource Officers are on break from school for the summer, their time will be allocated to certain divisions, patrol, or as bike officers.

In response to Council Member Kuehne, Captain Patterson stated that, with regard to recruitment, there are currently six applicants in background check, but that is a lengthy process. He hopes to be at 71 officers by July 1. In further response, Captain Patterson stated that the Department is authorized for 71 officers; 25 years ago, the Department was authorized for 85 officers; and any increase over 71 would be a benefit to the Department.

Mr. Schwabauer pointed out that the difficulty for the Police Department is that it rarely remains fully staffed for a long period of time due to retirements and injuries. Staff is looking into methods or programs to address impending retirements in order to be overstaffed for a short period of time, allowing the Department to continue downtown patrol or special projects. He stated it can be risky to allow a department to become overstaffed; however, it would be for a short, limited time and the costs are not significant. Mr. Schwabauer explained that a potential program would encourage those nearing retirement to notify the Department early, require the officer to sign a binding notice of retirement, and hire an officer to work for a certain time period before the retiree leaves employment with the City.

In response to Mayor Johnson, Mr. Schwabauer agreed there is a risk with new hires because not every officer passes probation, but the benefit is that the speed of the recruitment process will be increased while the Department is at full, or close to full, staff before the retiree leaves.

Council Member Kuehne suggested that the sight of a parked Police car and presence of officers in an area would make an impact in discouraging crime.

In response to Mayor Johnson, Fire Chief Larry Rooney stated the Fire Department is similarly experiencing staffing difficulties. There are three openings with five to six applicants currently in background check who will begin the Fire academy through the City of Stockton in July. He stated that the majority of the Department is individuals new to their positions: command staff is 95 percent new and line personnel is 60 percent new, which is the driver behind succession planning. The Department had a high percentage of retirements and transfers to other agencies over the last few years alone, and Chief Rooney would like to see a Department where people remain and grow along with the Department by progressing through the ranks.

In response to Mayor Johnson, Neighborhood Services Manager Joseph Wood stated that the Youth Outreach Workers work with at-risk kids on campus during school sessions and over the summer break they continue to maintain contact and assist them with training, jobs, and activities that will keep them occupied and away from destructive elements.

Mayor Johnson suggested the Fire Department needs some attention to develop programs or schedules to allow new staff to develop and grow. Mr. Schwabauer pointed out that, despite having a high number of individuals serving in new capacities, they are all extremely experienced, intelligent, and energetic. Mayor Johnson agreed, stating he was primarily concerned with those

entering the department at the base level.

With regard to public safety, Mr. Schwabauer suggested grouping the category to include public safety, GRIP funding, and staffing as a priority. Council Member Nakanishi requested there be an emphasis on gangs and gang suppression.

Fiscal Sustainability

In response to Mayor Johnson, Deputy City Manager Jordan Ayers explained that asset management was initially suggested by the Fire Department to implement a true equipment replacement program that would incorporate, not solely vehicles and equipment, but also tools they use on a daily basis, such as turn-out gear, and that both scheduling and funding be a part of the program.

Council Member Kuehne stated that staff generally has an idea how long turn-out gear will last, based on how many washes reduce the fire retardant capability of the gear as well as damage during course of work, and that replacement should be incorporated into the budget. Mr. Ayers explained that historically the gear is replaced when necessary; however, funds are not typically set aside and allocated for future replacements.

Mr. Schwabauer stated the concept of allocating funds and developing a replacement schedule applies across the board for all City assets, including buildings.

Council Member Nakanishi suggested creating an ordinance that would require this concept so that the funding is secure and cannot be taken for other purposes. Mr. Schwabauer explained that the Council cannot tie the hands of future Councils, adding that a policy can be implemented, but it would be difficult to ensure a future Council would continue to abide by it. City Attorney Magdich stated that Council could implement a plan similar to the current reserve policy and create a new reserve for asset management, but she pointed out that, despite it being more formalized, it would still be subject to Council discretion.

In response to Mayor Johnson, Mr. Ayers stated that the entire section on fiscal sustainability relates to policies on how the City operates on a fiscal standpoint including management, replacement, and funding of all City assets, as well as a strategic plan relating to information technology. Mr. Schwabauer suggested the information technology strategic plan be listed under "opportunity cost items" and that staff will develop a program for Council consideration.

Council Member Kuehne expressed support for the suggestion, stating that such a policy is a sound business model that would enable the City to allocate money to replace its assets on a regular schedule.

In response to Mayor Pro Tempore Chandler, Mr. Ayers stated that currently California Public Employees Retirement System (Cal-PERS) prepares an actuarial study each year to notify cities what the minimum payment will be. The City opts to make the minimum payment; although, Cal-PERS allows an option for cities to pay more toward the unfunded liability, which is risky. Mr. Schwabauer used the City of Stockton as an example of one who used bonds to pay a higher amount toward the liability and, after the significant loss at the Cal-PERS level, it now owes a substantial amount.

In response to Mayor Johnson, Mr. Schwabauer stated that staff believes the Digital Infrastructure and Video Competition Act of 2006 funding may cover the replacement of the City's e-Records system in the next budget year, adding that it falls under the category of access to records relating to Council meetings and broadcasts.

In response to Mayor Johnson, Mr. Schwabauer stated that projects, including the Hutchins Street Square Roof, erosion at Lodi Lake, and the Fire Station kitchen remodel, would be included under the fiscal sustainability and asset management category.

In response to Council Member Kuehne, Mr. Schwabauer stated that on-going eastside issues include sidewalk gap closures and the alley program. He stated that Council Member Mounce

would like to see a housing rehabilitation program implemented on the east side, much like a business incentive program, in which those who improve their home would receive a rebate or incentive and have certain fees waived. In further response, Mr. Schwabauer stated that staff could put together a plan for Council consideration in a relatively short timeframe. He stated further research would be necessary to ascertain if an incentive program is possible to encourage less out-of-town home ownership and more homeowner occupied housing, adding that he and Council Member Mounce will be meeting with a local real estate representative to discuss potential programs.

In response to Council Member Kuehne, Mr. Wood stated that the mission behind Habitat for Humanity is to acquire and rehabilitate a home with the purpose of placing a homeowner into the residence. Housing rehabilitation has been identified in the City's five-year plan for Community Development Block Grant (CDBG) funding and over the next three years, \$150,000 will be applied toward code enforcement to assist property owners with minor code and life safety issues.

In response to Mayor Johnson, Public Works Director Wally Sandelin stated that the City has an eight-year alley rehabilitation program to replace water lines, but it is currently on hold so as not to conflict with the water meter program. Once the meter program is complete, there will be a significant investment in the area, as the east side is a priority and has funding allocated.

Mr. Schwabauer summarized the priorities and categories: 1) economic development for "shovel ready" land; 2) economic development and incentive program to focus on underutilized projects; 3) public safety, GRIP, training, and increase in staffing; 4) fiscal sustainability, asset preservation, Cal-PERS and Other Post Employment Benefits; and 5) east side rehabilitation, incentive programs, and infrastructure. Those without a category include: 1) homelessness; 2) downtown public WiFi and music; and 3) beautification of highway overpasses.

Council Member Kuehne suggested adding a tourism category, and Mr. Schwabauer agreed, stating those that do not fit in that category will be placed in the "opportunity cost items" category.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:43 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JUNE 2, 2015**

The June 2, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was cancelled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JUNE 3, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of June 3, 2015, was called to order by Mayor Johnson at 6:04 p.m.

Present: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Absent: Mayor Pro Tempore Chandler

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

C-2 Announcement of Closed Session

a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Fire Mid-Managers, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, and Lodi Professional Firefighters; Conference with Adele Post, Human Resources Manager, and Stephen Schwabauer, City Manager (Labor Negotiators), Regarding Unrepresented Executive Management; and Conference with Mayor Bob Johnson and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Council Appointees Pursuant to Government Code §54957.6 (CM)

b) Actual Litigation: Government Code Section 54956.9; One Application; William Alexander v. City of Lodi; WCAB Case No. ADJ939178 - 01/27/14 (CA)

C-3 Adjourn to Closed Session

At 6:04 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:38 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Item C-2(a) was discussion only with no reportable action. Ms. Magdich pointed out that labor negotiations were handled by Human Resources Manager Adele Post.

Item C-2(b) was discussion and direction given with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of June 3, 2015, was called to order by Mayor Johnson at 7:00 p.m.

Present: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Absent: Mayor Pro Tempore Chandler

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Ferraiolo

B. Presentations - None

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

Council Member Mounce made a motion, second by Council Member Nakanishi, 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 Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

C-1 Receive Register of Claims in the Amount of \$2,841,066.09 (FIN)

Claims were approved in the amount of \$2,841,066.09.

C-2 Approve Minutes (CLK)

The minutes of May 12, 2015 (Shirtsleeve Session), May 19, 2015 (Shirtsleeve Session), May 19, 2015 (Special Meeting), May 20, 2015 (Regular Meeting), May 21, 2015 (Special Meeting), May 26, 2015 (Shirtsleeve Session), and May 26, 2015 (Special Meeting) were approved as written.

C-3 Adopt Resolution Awarding Contract for 2015 Pavement Surface Treatment Project to VSS International, Inc., of West Sacramento (\$932,000) (PW)

In response to Council Member Nakanishi, Public Works Director Wally Sandelin explained that the asphalt pavement seal, which has been the practice for the last six to seven years, is a robust pavement treatment that involves hot asphalt and rock chips with a cape seal over the top for a smooth surface, similar to the treatment along Ham Lane. In further response, Mr. Sandelin stated that the pavement management program is based on field surveys, and staff repaves streets in areas where the water meter phases have been complete for two years in order to smooth the street surface from the trench patches that were done as part of the project.

Adopted Resolution No. 2015-62 awarding the contract for the 2015 Pavement Surface Treatment Project to VSS International, Inc., of West Sacramento, in the amount of \$932,000.

C-4 Adopt Resolution Awarding Contract for 2015-2017 Sidewalk and Miscellaneous Concrete Repair Program to Popuch Concrete Contracting, Inc., of Lodi (\$179,900) and Authorizing Public Works Director to Execute up to Two One-Year Extensions (PW)

Adopted Resolution No. 2015-63 awarding the contract for the 2015-2017 Sidewalk and Miscellaneous Concrete Repair Program to Popuch Concrete Contracting, Inc., of Lodi, in the amount of \$179,900, and authorizing the Public Works Director to execute up to two one-year extensions.

C-5 Adopt Resolution Awarding Contract for 2015/16 Asphalt Materials to George Reed, Inc., of Modesto (\$167,400) and Authorizing Public Works Director to Execute up to Two One-Year Extensions (PW)

Adopted Resolution No. 2015-64 awarding the contract for the 2015/16 Asphalt Materials to George Reed, Inc., of Modesto, in the amount of \$167,400, and authorizing the Public Works Director to execute up to two one-year extensions.

C-6 Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2015/16 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$54,523), Transit Facility Cleaning (\$45,384), and Hutchins Street Square Landscape Maintenance (\$18,805) (PW)

Adopted Resolution No. 2015-65 authorizing the City Manager to execute the contracts for Fiscal Year 2015/16 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning, in the amount of \$54,523; Transit Facility cleaning, in the amount of \$45,384; and Hutchins Street Square landscape maintenance, in the amount of \$18,805.

C-7 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Carollo Engineers, Inc., of Sacramento, to Perform an Ultra Violet Feasibility Assessment for the White Slough Water Pollution Control Facility (\$63,329) (PW)

In response to Council Member Kuehne, Public Works Director Wally Sandelin explained that the Council action from May 6, 2015, regarding the ultra violet (UV) system at the White Slough Water Pollution Control Facility related to the purchase of replacement bulbs, ballasts and parts needed for inventory. The item on this agenda is a study of the UV system, which is approaching its ten-year lifespan, to determine if it is working efficiently with bulb replacements or if an improved system would be more feasible.

Adopted Resolution No. 2015-66 authorizing the City Manager to execute the Professional Services Agreement with Carollo Engineers, Inc., of Sacramento, to perform an Ultra Violet feasibility assessment for the White Slough Water Pollution Control Facility, in the amount of \$63,329.

C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Maintenance Connection, Inc., of Davis, for Asset Management Software (\$60,384) (PW)

Adopted Resolution No. 2015-67 authorizing the City Manager to execute the Professional Services Agreement with Maintenance Connection, Inc., of Davis, for asset management software, in the amount of \$60,384.

C-9 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for the Harney Lane Grade Separation Project and Appropriating Funds (\$45,000) (PW)

Adopted Resolution No. 2015-68 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for the Harney Lane Grade Separation Project and appropriating funds in the amount of \$45,000.

C-10 Adopt Resolution Approving Final Map at 2600 Westgate Drive, Authorizing City Manager to Execute Public Improvement Agreement and Associated Agreements, and Amending Traffic Resolution No. 97-148 (PW)

In response to Council Member Kuehne, Public Works Director Wally Sandelin confirmed that the Final Map is consistent with the adopted Bicycle Master Plan, which can be found in the General Plan document. He further pointed out that this is in relation to the Wal-Mart project.

Adopted Resolution No. 2015-69 approving the Final Map at 2600 Westgate Drive, authorizing the City Manager to execute the Public Improvement Agreement and associated agreements, and amending Traffic Resolution No. 97-148.

C-11 Authorize City Manager to Enter into a Memorandum of Understanding with Lodi Memorial Hospital Association, Inc., Enabling Federally-Funded Low-Income Prescription Discounts (CM)

Authorized the City Manager to enter into a Memorandum of Understanding with Lodi Memorial Hospital Association, Inc., enabling Federally-funded low-income prescription discounts.

C-12 Adopt Resolution Authorizing City Manager to Execute Agreement with Lodi Unified School District for School Resource Officers (\$301,410) (PD)

Adopted Resolution No. 2015-70 authorizing the City Manager to execute the agreement with Lodi Unified School District for School Resource Officers, in the amount of \$301,410.

C-13 Receive Report on Drought Emergency and Governor's Executive Order (PW)

This item was removed from the Consent Calendar by staff for presentation purposes and discussed at the end of the agenda.

C-14 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Received an update on the emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

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.

None.

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

Council Member Nakanishi reported that, in addition to serving on the Eastern San Joaquin Groundwater Basin Authority, he sits on the Delta Protection Commission, which was formed under the Delta Protection Act of 1992 to adopt long-term planned resource management for the Delta and its environment. He attended the Commission meeting last week in Courtland, at which a presentation was given on efforts related to the drought.

Council Member Mounce stated that the Council meeting will be adjourned in memory of Seldon Brusa, who passed away on May 28. She shared that Mr. Brusa, who was a long-time member of the Lodi-Tokay Rotary Club, truly believed and lived by the "Rotary Four-Way Test," which asks these four questions: is it the truth, is it fair to all concerned, does it build goodwill and better friendships, and will it be beneficial to all concerned. She stated it was an honor to know him and that Mr. Brusa will be missed.

Mayor Johnson agreed with the comments made by Council Member Mounce regarding Mr. Brusa, stating he was a charter member of the Lodi-Tokay Rotary Club; a gentleman; a classy individual; an honest, straight forward businessman; and community contributor.

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

City Manager Schwabauer stated that the Lodi Police Department has seen a significant increase in calls responding to individuals with violent mental health needs and aggressive histories. He reported that a recent call involved the arrest of an entire family for 12 different criminal violations, including assault, robbery, and controlled substances. He commended and thanked the Lodi Police Department for rising to this increasingly challenging trend.

G. Public Hearings - None

H. Communications

H-1 Appointments to Lodi Improvement Committee (CLK)

Council Member Mounce expressed appreciation to Mayor Johnson for answering the call for more diversity by appointing women to boards and commissions. She further encouraged citizens to apply for City commissions because it is a worthy and rewarding experience.

Council Member Kuehne made a motion, second by Council Member Nakanishi, to make the following appointments:

Lodi Improvement Committee

Fran Forkas, term to expire March 1, 2018

Curt Juran, term to expire March 1, 2018

Maria Rosado, term to expire March 1, 2018

Rehana Zaman, term to expire March 1, 2017

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

I. Regular Calendar

I-1 Report on the City of Lodi Junior Giants Program and Adopt Resolution Establishing an Account for Donations Received from the Omega Nu Sorority (\$600), from Andrew Rigopolous (\$500), and from the World Series Trophy Tour Event (\$866) (CD)

Joseph Wood, Neighborhood Services Manager, provided a presentation on the City of Lodi Junior Giants Program, stating it is the flagship program for the San Francisco Giants Community Fund, which is a free, non-competitive baseball league for boys and girls ages 5 to 18. The program was first implemented in 1994 to provide at-risk youth an alternative to gangs and crime. The program serves over 22,000 youth in California, Oregon, and Nevada with over 90 leagues; it touches on the four bases of character development; and promotes health and nutrition. For Lodi, the key element of the program is the message of violence prevention and anti-bullying. Lodi's program initially started in 1999 through the Police Department and was subsequently brought back last year as an off-shoot of the Gang Reduction, Intervention, and Prevention program. Mr. Wood recognized Vice Commissioners Michael Reese and Russ Lake for their assistance in making this program a success. The Lodi Junior Giants started with 166 youth and 10 teams, and this year's registration has already reached 388 players and 28 teams. Reports and data show that the program has had a positive impact on youth and that parents are satisfied with the league in all category options. In addition, Lodi was given the opportunity to display the San Francisco Giants World Series trophy, which raised \$866 in donations toward the program. A majority of the program costs were covered by the San Francisco Giants Community Fund, including \$12,000 to \$15,000 worth of equipment, with Lodi covering minimal fees for rental of playing fields when City facilities were unavailable. Staff recommended the creation of an account to accept donations that would help offset any program costs. In addition to the funds raised during the trophy display, Omega Nu donated \$600 and Andrew Rigopolous donated \$500 toward the program. Mr. Wood reported that many community-based organizations have contributed to the program by donating bottled water, ice, and food.

Andrew Rigopolous presented Mr. Wood a check in the amount of \$500 toward the program, stating he is involved with an organization on autism because of his son and that those involved in the program made accommodations to include those with special needs. He stated there are already three to four autistic children registered for the next season and he has accepted the challenge to coach the team.

In response to Council Member Kuehne, Mr. Wood stated that the ambassador with the San Francisco Giants Community Fund conducted interviews with youth participants and parents and gathered the data and surveys on the program.

In response to Mayor Johnson, Mr. Wood stated that the program did not impact the joint use agreement with the Lodi Unified School District (LUSD) on use of facilities. Mayor Johnson stated the school district should have a vested interest in the success of this program because it keeps youth out of gangs and perhaps it should participate by allowing practice at some of its fields.

Council Member Mounce requested that the subject be placed on the agenda for the next Joint City of Lodi and LUSD 2x2 Committee meeting, to which City Manager Schwabauer stated the next season is fairly well scheduled, but he would be glad to have that discussion with the school district.

Council Member Mounce made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-71 establishing an account for donations received from the Omega Nu Sorority, in the amount of \$600; Andrew Rigopolous, in the amount of \$500; and the World Series Trophy Tour Event, in the amount of \$866.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

I-2 Adopt Resolution Approving a Side-Letter Agreement with the Lodi Fire Mid-Management Unit Amending Compensation for 2015 through 2017 and Appropriating Funds (\$6,502) (CM)

Human Resources Manager Adele Post provided a report on the side-letter agreement with the Lodi Fire Mid-Management Unit, stating the group received a 1.5 percent cost of living adjustment (COLA) in December 2014 as the first unit to reach agreement. Since then, staff has negotiated with other units and recommends that Fire Mid-Management be extended the same COLAs as the other agreements, which is a 3 percent COLA in year one retroactive to January 5, 2 percent in year two, and 2 percent in year three, for a total cost of \$39,771.

Council Member Mounce made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-72 approving a side-letter agreement with the Lodi Fire Mid-Management Unit amending compensation for 2015 through 2017 and appropriating funds in the amount of \$6,502.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

I-3 Adopt Resolution Approving Revisions to Contracts for Lodi Executive Management Employees (Excluding Council Appointees) for 2015 through 2017 and Appropriating Funds (\$13,364) (HR)

Human Resources Manager Adele Post provided a report on the revisions to contracts for Lodi Executive Management employees, explaining that this group received a 1.5 percent cost of living adjustment (COLA) in December 2014. Staff recommends the group be granted the same increases as other negotiated units of a 3 percent COLA in year one retroactive to January 5, 2 percent in year two, and 2 percent in year three; the ability to cash out the full 80 hours of Administrative Leave similar to the other mid-managers; and a new provision that would allow Executive Managers to receive a special assignment incentive of up to 10 percent with the City Manager's approval for special assignments.

Council Member Mounce made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-73 approving revisions to contracts for Lodi Executive Management Employees (excluding Council Appointees) for 2015 through 2017 and appropriating funds in the amount of \$13,364.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

I-4 Adopt Resolution Approving Revisions to Contracts for City of Lodi Council Appointees for 2015 through 2017 and Appropriating Funds (\$6,317) (HR)

City Manager Schwabauer and City Attorney Magdich excused themselves from the meeting and left the dais, while City Clerk Ferraiolo remained to record the meeting discussion, motion, and vote.

Human Resources Manager Adele Post provided a report regarding revisions to contracts for City Council Appointees, stating this group received a 1.5 percent cost of living adjustment (COLA) in 2014 and that staff recommends extending the same COLAs that were negotiated with other bargaining groups of 3 percent retroactive to January 5, 2 percent in year two, and 2 percent in year three; and the ability to cash out the full 80 hours of Administrative Leave.

Mayor Johnson explained that the positions of City Manager, City Attorney, and City Clerk are the only employees hired by the City Council and that the Appointees vacated the Chambers as they believed it was inappropriate to be present during discussion of their salary increases. Mayor Johnson stated the proposed COLAs were in line with those of other employee groups.

Council Member Nakanishi assured the public that Council and staff spent a significant amount of time discussing employee issues through the bargaining process and during closed sessions.

Council Member Mounce expressed appreciation that Council Appointees were receiving the COLA, along with other employee groups, as they were first to agree to concessions and salary reductions in 2008. She added that she did not view this as a COLA, but rather an effort in making employees whole again from what was taken away during the concession phase.

Council Member Mounce made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-74 approving revisions to contracts for City of Lodi Council Appointees for 2015 through 2017 and appropriating funds in the amount of \$6,317.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

Mr. Schwabauer and Ms. Magdich returned to their seats at the dais.

J. Ordinances

J-1 Ordinance No. 1905 Entitled, "An Ordinance Amending Lodi Municipal Code Title 13 - Public Services - by Repealing and Re-Enacting Section 13.14, 'Storm Water Management and Discharge Control Code,' in its Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Johnson, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1905 Entitled, "An Ordinance Amending Lodi Municipal Code Title 13 - Public Services - by Repealing

and Re-Enacting Section 13.14, 'Storm Water Management and Discharge Control Code,' in its Entirety."

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Kuehne, Council Member Mounce, Council Member Nakanishi, and Mayor Johnson

Noes: None

Absent: Mayor Pro Tempore Chandler

C-13 Receive Report on Drought Emergency and Governor's Executive Order (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the drought emergency and the Governor's Executive Order. Specific topics of discussion included reservoir conditions, conservation legislation, Water Resources Control Board regulations, Lodi historical usage and data, conservation program, Lodi Stage Three, Lodi Stage Four, planned actions, and optional actions.

In response to Council Member Mounce, Mr. Sandelin stated that Lodi has only one street median with turf, which is relatively small, and staff can either plant trees in lieu of the lawn, which are allowed to be watered, or look at drought-tolerant landscaping, which is the more likely option.

In response to Mayor Johnson, Mr. Sandelin confirmed that the maximum increase in water rates is capped at 3 percent, but actual increases were less, even as low as zero percent at times.

Council Member Nakanishi stated the public perception is that it will cost less if users conserve more; however, less water use may mean increased rates to make up for lost revenue. Council Member Nakanishi questioned how long the City could survive on reduced water revenues, to which Mr. Sandelin stated that the water fund could potentially absorb the impact of the 36 percent reduction in use by pushing out capital projects for a short-period of time, which he estimated at five years.

In response to Council Member Mounce, Mr. Sandelin stated projects such as the water meter program and well maintenance would be deferred to make up for lost water revenues.

In response to Council Member Kuehne, Mr. Sandelin stated he is preparing an informational piece that includes the phone number, e-mail address, and emergency phone number for the public to call with water questions, concerns, and reporting of violations.

Council Member Mounce stated she previously requested that the new watering rules be included in the utility bill mailing, both in English and in Spanish, so residents are aware of the requirements and can avoid fines. Mr. Sandelin stated the next utility bill mailer is full and the flier will likely be included in the subsequent month's mailing. He added that the emphasis for Water Conservation Officers is education, and City Manager Schwabauer explained that the first three contacts with violators is a warning instead of a citation. Council Member Mounce believed that education via the utility bill mailer is less costly and intrusive than a Water Conservation Officer arriving at one's residence.

In response to Council Member Nakanishi, Mr. Sandelin stated that the majority of calls to the Conservation Program were complaints about high water bills, requests for complimentary water audits, and reporting of watering violations.

In response to Council Member Mounce, Mr. Sandelin confirmed that Lodi is not yet at Stage 4, but he wanted to make Council and the public aware of the types of requirements that would go into affect at that stage of emergency. In further response, Mr. Sandelin stated Lodi does have commercial car wash establishments that use recycled water, but none use reclaimed water at this time.

In response to Council Member Nakanishi, Mr. Sandelin stated that, as Public Works Director, he can declare a Stage 3 emergency; however, he would not advance to Stage 4 without Council concurrence.

Council Member Mounce expressed concern regarding the proposed planned action to offer new water conservation rebates, referencing the Blue Sheet letter from a citizen regarding drought-tolerant landscaping, and stated that she was uncertain about using tax payer money to give to other tax payers to encourage them to be responsible during the drought, especially if rates are raised. Mr. Sandelin stated staff could hold off on the rebates until further discussion.

In response to Council Member Mounce, Mr. Schwabauer stated the grass at DeBenedetti Park was planted prior to the drought; the Parks Division waters different sections of the lawn every day, but not the entire park on a daily basis; and the park has valves and controllers that manage each portion of the park. Council Member Mounce reported that she received complaints that water pools at the bottom of the field when it is watered, which leaves the sides of the park dry while the bottom is saturated. Mr. Sandelin stated that staff completed water meter installations at all City facilities, including parks and landscape medians, and Parks, Recreation, and Cultural Services Director Jeff Hood has assessed water usage at all parks to determine which areas can brown and which areas to keep lush, such as practice fields for safety reasons. Along with the metered data, Mr. Hood can change cycle times and frequency to scale back irrigation based on usage data. In further response to Council Member Mounce, Mr. Sandelin stated that staff would approach the school district next to discuss water conservation at its fields.

Council Member Kuehne stated he lives by DeBenedetti Park and has not witnessed standing water due to the sprinklers. With regard to rebates, Council Member Kuehne agreed that he was uncertain as to whether the City should pay individuals via rebates to be responsible during the drought.

Mayor Johnson expressed uncertainty on the rebate issue, but stressed the matter should not be ignored as the drought is a major issue for this and other communities and it is reasonable that the public will demand rebates, similar to other communities who are also experiencing diminished water sales, to address the ongoing drought.

Mr. Schwabauer pointed out that Lodi has an obligation to cut water use; otherwise, rate payers will feel the sting in penalties and fines assessed by the State regardless of the transfer of money from one rate payer to another as a result of rebate programs. He stated there may be other program options, but the City must find a solution that will work to reduce water use.

Council Member Mounce believed the first step is an education campaign to encourage citizens to conserve and stated she was not opposed to the rebate programs, but she would like to see what other communities that provide their own water service are doing in that regard.

Council Member Nakanishi expressed opposition to adding more Water Conservation Officers, stating he hopes the drought will be over by next year.

Mayor Johnson suggested that, instead of adding more Water Conservation Officers, staff consider asking the Lodi Police Partners to serve in a reporting mode to notify Public Works of violators and areas of concern. Mr. Sandelin stated he would discuss the idea with the Police Chief.

Kathy Polenske questioned if the 36 percent reduction was an overall average for the year or by each month, to which Mr. Sandelin responded it is for each month as compared to the correlating month in 2013.

Mayor Johnson requested that Council be provided with regular, ongoing reports on where Lodi stands and its progress, to which Mr. Sandelin replied in the affirmative.

Mr. Schwabauer commented in response to negative press regarding City water usage, stating that Lodi has invested \$50 million in water sustainability by recycling 100 percent of its

wastewater for eight months out of the year, \$40 million in constructing the Surface Water Treatment Plant, and \$2.5 million in buying water to recharge the groundwater supply, which few communities are doing. Lodi has developed water supply obligations with its recycled water, including the Lodi Energy Center in which the State has a partnership. Mr. Schwabauer reminded the public that not all water is wasted; some is productive and needs to continue for certain operations to function.

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:34 p.m., in memory of Seldon Brusa, who passed away on May 28.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for School Street Treewell LED Light Retrofit Project – Lodi Avenue to Locust Street

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for School Street Treewell LED Light Retrofit Project – Lodi Avenue to Locust Street.

BACKGROUND INFORMATION: At the April 15, 2015 meeting, City Council authorized the purchase of 139 LED up-lights for School Street. This project is for the installation of the 139 LED lights, relocation of 36 treewell electrical outlets and associated work.

Public Works staff has completed plans and specifications for the School Street Treewell LED Light Retrofit Project – Lodi Avenue to Locust Street Project. A drawing of the project area is attached for reference as Exhibit A.

The planned bid opening date is August 27, 2015. The project estimate is \$115,000.

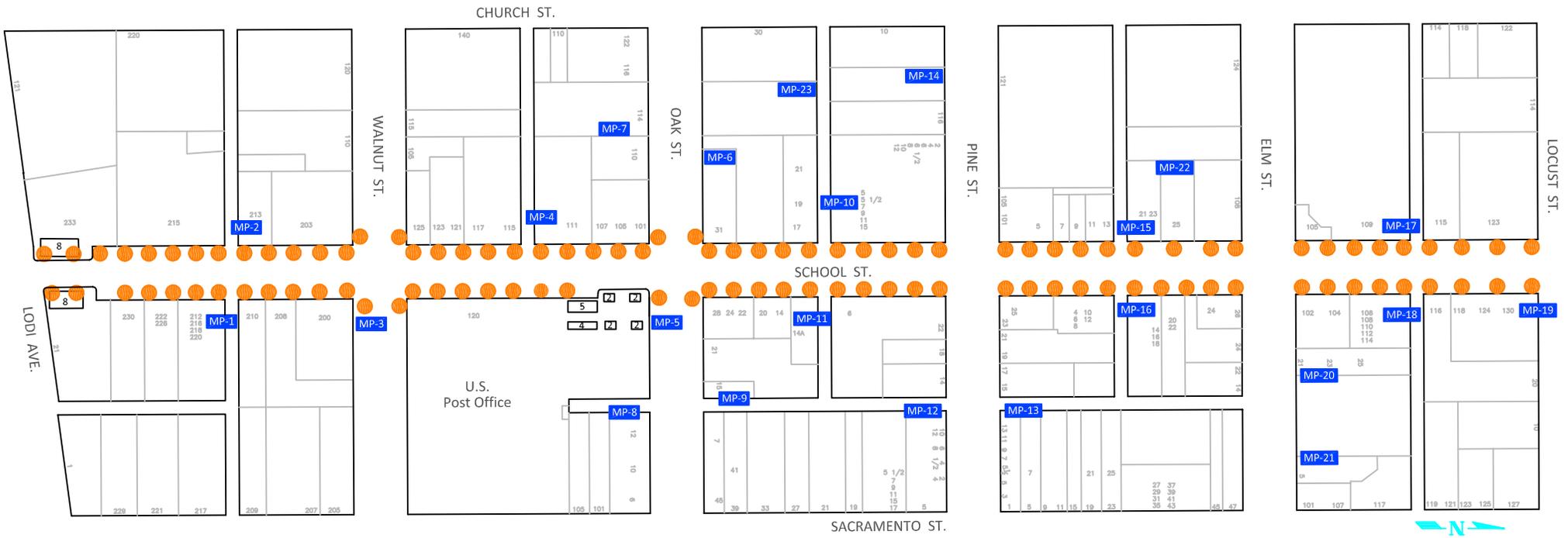
FISCAL IMPACT: Once completed, the project will have reduced energy costs due to the use of LED lighting.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GRW/kjc
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager



SCALE 1" = 100'

LEGEND

-  UPLIGHT 9100
-  METER PEDESTAL
-  # OF UPLIGHTS THIS LOCATION

NOTES:

1. DRAWING MUST BE PRINTED IN COLOR ONLY.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Accept Donations for Memorial Bench and Plaques at Various City Parks

MEETING DATE: June 17, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Accept donations for memorial bench and plaques at various City parks.

BACKGROUND INFORMATION: On April 21, 2015 and May 4, 2015, staff received requests for memorial plaque projects from Mr. John Chitwood and Mr. Chris Schroeder. Mr. Chitwood has offered to recondition two existing wooden benches located near the playground at Salas Park. Mr. Chitwood has also requested a plaque as part of the final product that would be placed on the existing concrete near the upgraded benches. Mr. Schroeder was recently allowed to plant a memorial tree at the Lodi Lake Park Rotary Area. He is now requesting a memorial plaque be placed at the base of his recently planted tree.

At the June 2, 2015, Parks and Recreation Commission meeting, the Commission voted to accept these donations and recommended that City Council support these projects.

FISCAL IMPACT: Both requesters have agreed to provide all necessary funding.

FUNDING AVAILABLE: N/A

Jeff Hood
Parks, Recreation and Cultural Services Director

Prepared by Steve Dutra, Park Superintendent

JMR\SD:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to New Image Landscape Company, of Fremont (\$185,276), and Authorizing Public Works Director to Execute Extensions

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to New Image Landscape Company, of Fremont, in the amount of \$185,276, and authorizing Public Works Director to execute extensions.

BACKGROUND INFORMATION: This project provides continued maintenance of landscaped areas in the public right-of-way, City buildings, City parking lots, White Slough Water Pollution Control Facility, Water Treatment Facility and Assessment District zones. There are approximately 256 sites totaling 55 acres in area. The contract allows for separate accounting of the different areas in order to accurately track and allocate costs related to the assessment district zones.

The specifications for this project were approved May 6, 2015. The City received the following three bids on May 27, 2015.

Bidder	Location	Proposals
Engineer's Estimate		\$188,018
New Image Landscape Company	Fremont	\$185,276
* Dominguez Landscape	Sacramento	\$191,491
* Marina Landscape Maintenance	Livermore	\$200,301

Note
* Corrected Amount

The contract contains an option to extend if mutually agreeable to the City and contractor. Staff recommends authorizing the Public Works Director to execute up to two one-year extensions to the contract when it is in the best interest of the City to do so.

FISCAL IMPACT: This contract results in a net decrease of approximately \$4,540 from the previous contract (due to the removal of the transit station). The City's portion is decreasing by approximately \$32,462 and the Assessment District portion increasing by \$25,180 compared to the previous contract.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Awarding Contract for 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to New Image Landscape Company, of Fremont (\$185,276), and Authorizing Public Works Director to Execute Extensions
June 17, 2015
Page 2

FUNDING AVAILABLE: Funding for this project comes from a combination of the 2015/16 Operating Budgets (Public Safety, Facilities, Streets, Electric Utility, Water, Wastewater, and Library) and the Assessment Districts as follows:

Public Safety - Fire Administration	10040001.72499
General Government - PW Facility Services	10050001.72499
Streets - PW Tree Maintenance	30156004.72499
Electric Utility - Substation Maintenance	50064200.72499
Wastewater - Plant Maintenance	53053003.72499
Wastewater - Sanitation System Maintenance	53053004.72499
Water - Production	53052003.72499
Library - Library Administration	12090000.72499
Assessment Districts (AD)	80198200.72499

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Engineer
FWS/SN/jr
cc: Utilities Superintendent
Associate Civil Engineer Nathan

**2015-2016 LANDSCAPE MAINTENANCE
OF MISCELLANEOUS AREAS AND
LODI CONSOLIDATED LANDSCAPE
ASSESSMENT DISTRICT 2003-1**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and NEW IMAGE LANDSCAPE CO., herein referred to as the "Contractor."

WITNESSETH:

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

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

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

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

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

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

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

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

Perform the work necessary to maintain approximately 256 landscaped areas throughout the City of Lodi. The areas are separated into five (5) Groups (A through E) that consist of City Facilities and the Consolidated Landscape Maintenance Assessment District zones. The areas total approximately 1.9 million square feet., all as shown on the specifications for the project.

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

CONTRACT ITEMS

Item	Description	Est. Qty	Unit	Total Monthly Maintenance Price	Annual Contract Price (Monthly Price x 12)
1	Group A Landscape Maintenance	489,562	SF	\$ 5,919.00/Month	\$ 71,028.00
2	Group B Landscape Maintenance	995,687	SF	\$ 4,966.00/Month	\$ 59,592.00
3	Group C Landscape Maintenance	124,784	SF	\$ 401.00 / Month	\$ 4,812.00
4	Group D Weed Control and Debris Cleanup (Sidewalks)	131,210	SF	\$ 427.00 / Month	\$ 5,124.00
5	Group E, Zone 1 Landscape Maintenance	21,060	SF	\$ 196.00 / Month	\$ 2,352.00
6	Group E, Zone 2 Landscape Maintenance	16,200	SF	\$ 90.00 / Month	\$ 1,080.00
7	Group E, Zone 5 Landscape Maintenance	33,503	SF	\$ 832.00 / Month	\$ 9,984.00
8	Group E, Zone 6a Landscape Maintenance	51,101	SF	\$ 1,505.00/Month	\$ 18,060.00
9	Group E, Zone 8 Landscape Maintenance	5,796	SF	\$ 126.00 / Month	\$ 1,512.00
10	Group E, Zone 11 Landscape Maintenance	1,890	SF	\$ 85.00 / Month	\$ 1,020.00
11	Group E, Zone 13 Landscape Maintenance	10,800	SF	\$ 145.00 / Month	\$ 1,740.00

Item	Description	Est. Qty	Unit	Total Monthly Maintenance Price	Annual Contract Price (Monthly Price x 12)
12	Group E, Zone 14 Landscape Maintenance	3,380	SF	\$ 85.00 / Month	\$ 1,020.00
13	Group E, Zone 15 Landscape Maintenance	10,800	SF	\$ 40.00 / Month	\$ 480.00
14	Group E, Zone 16 Landscape Maintenance	6,000	SF	\$ 80.00 / Month	\$ 960.00
15	Group E, Zone 6b Weed Control and Debris Cleanup (Private Driveways)	28,800	SF	\$ 126.00 / Month	\$ 1,512.00
16	Planting Allowance (only with City authorization)	1	LS	N/A	\$ 5,000.00

TOTAL \$185,276.00

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

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

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

ARTICLE VIII - The length of the contract will be twelve (12) months, starting July 1, 2015 and ending June 30, 2016. The contract may be extended if agreed upon by the Contractor and the City.

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

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

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE 2015/16 LANDSCAPE MAINTENANCE OF MISCELLANEOUS AREAS AND LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1

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 May 27, 2015, at 11:00 a.m., for the Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16 described in the specifications therefore approved by the City Council on May 6, 2015; and

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

Bidder	Bid
New Image Landscape Company	\$ 185,276.00
Dominguez Landscape Services	\$ 191,490.68*
Marina	\$ 200,300.84*
* Corrected Amount	

WHEREAS, staff recommends awarding the bid for the 2015/16 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16 to the low bidder, New Image Landscape Company, of Fremont; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2015/16 Landscape Maintenance of Miscellaneous Areas and the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16 to the low bidder, New Image Landscape Company, of Fremont, California, in an amount not to exceed \$185,276; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for 2015/16 Transit Station Landscape Maintenance to Marina Landscape Inc., of Livermore (\$15,520), and Authorizing Public Works Director to Execute Extensions

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for 2015/16 Transit Station Landscape Maintenance to Marina Landscape Inc., of Livermore, in the amount of \$15,520, and authorizing Public Works Director to execute extensions.

BACKGROUND INFORMATION: The project provides maintenance to approximately 15,500 square feet of landscaped area at the Lodi Transit Station and Parking Structure. The planters at the Arch between the Lodi Transit Station and the Parking Structure are also included in this contract.

The specifications for this project were approved May 6, 2015. The City received the following three bids on May 28, 2015.

Bidder	Location	Proposals
Engineer's Estimate		\$16,000
Marina Landscape Inc.	Livermore	\$15,520
Dominguez Landscape	Sacramento	\$23,167
New Image Landscape Company	Fremont	\$29,080

The contract contains an option to extend if mutually agreeable to the City and contractor. Staff recommends authorizing the Public Works Director to execute up to two one-year extensions to the contract when it is in the best interest of the City to do so.

FISCAL IMPACT: This annual contract increases the frequency level for maintenance at the site and pays the contractor the federal prevailing wage rates. This level of service and wage rate increased the cost by \$7,818 compared to the previous contract.

FUNDING AVAILABLE: Funding for this project comes from the 2015/16 Transit Operating Budgets (60054105).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Engineer
FWS/SN/jr
cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI, CALIFORNIA

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

WITNESSETH:

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

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

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

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

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

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

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare,

pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

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

Perform the work necessary to maintain approximately 15,500 square feet of landscaped area at the Lodi Transit Station and Parking Structure., all as shown on the specifications for the project.

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

CONTRACT ITEMS

Item	Description	Unit	Total Monthly Maintenance Price	Annual Contract Price (Monthly Price x 12)
1	Transit Station and Parking Structure Landscape Maintenance	LS	\$ 1,210.00/Month	\$ 14,520.00
2	Planting Allowance (only with City authorization)	LS	N/A	\$ 1,000.00

TOTAL \$15,520.00

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

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

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

ARTICLE VIII - The length of the contract will be twelve (12) months, starting July 1, 2015 and ending June 30, 2016. The contract may be extended if agreed upon by the Contractor and the City.

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

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (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.

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

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney



5A-1. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5A-2. Access to Records

The following access to records requirements apply to this Contract:

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, U. S. Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to all third party contract records as required by 49 U.S.C. § 5325(g). Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- f. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.36(i)(11).
- g. FTA does not require the inclusion of these requirements in subcontracts.

5A-3. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (21) dated October 1, 2014), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

5A-4. No Government Obligation to Third Parties

CITY OF LODI and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CITY OF LODI, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

5A-5. Program Fraud and False or Fraudulent Statements or Related Acts.

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

5A-6. Termination

A. Termination for Convenience (General Provision)

The CITY OF LODI may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITY OF LODI to be paid the Contractor. If the Contractor has any property in its possession belonging to the CITY OF LODI, the Contractor will account for the same, and dispose of it in the manner the CITY OF LODI directs.

B. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CITY OF LODI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY OF LODI that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CITY OF LODI, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision)

The CITY OF LODI in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from CITY OF LODI setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach

In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CITY OF LODI shall not limit CITY OF LODI's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

E. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CITY OF LODI may terminate this contract for default. The CITY OF LODI shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the CITY OF LODI may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing

the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CITY OF LODI, acts of another Contractor in the performance of a contract with the CITY OF LODI, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the CITY OF LODI in writing of the causes of delay. If in the judgment of the CITY OF LODI, the delay is excusable, the time for completing the work shall be extended. The judgment of the CITY OF LODI shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CITY OF LODI.

- F. Termination for Convenience or Default (Architect and Engineering) The CITY OF LODI may terminate this contract in whole or in part, for the CITY OF LODI's convenience or because of the failure of the Contractor to fulfill the contract obligations. The CITY OF LODI shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall
1. immediately discontinue all services affected (unless the notice directs otherwise), and
 2. deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the CITY OF LODI, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the CITY OF LODI may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the CITY OF LODI.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CITY OF LODI.

- G. Termination for Convenience of Default (Cost-Type Contracts) The CITY OF LODI may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the CITY OF LODI or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CITY OF LODI, or property supplied to the Contractor by the CITY OF LODI. If the termination is for default, the CITY OF LODI may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its

termination claim to the CITY OF LODI and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the CITY OF LODI, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the CITY OF LODI determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the CITY OF LODI, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

5A-7. Government-wide Debarment and Suspension (Nonprocurement)

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

5A-8. Not Used.

5A-9. Civil Rights

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5A-28. Disadvantaged Business Enterprise (DBE)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs*. For Federal Fiscal Year 2014/15 through 2016/17, the overall DBE goal for City of Lodi FTA assisted contracts is 2.75%. However, there is not a contract goal for this project.

Contract Assurance

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CITY OF LODI deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

5A-29. Prompt Payment

Prompt Progress Payment to Subcontractors

Attention is directed to the provisions in Federal Regulations (49 CFR 26.29) concerning payment to subcontractors. The contractor shall make prompt and regular incremental acceptances of portions, as determined by the CITY OF LODI, of the contract work and shall pay retainage to the prime contractor based on these acceptances.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the CITY OF LODI. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Lodi. This clause applies to both DBE and non-DBE subcontracts.

Prompt Payment of Withheld Funds to Subcontractors

The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the CITY OF LODI. Federal

Regulation (49 CFR 26.29) requires that any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF LODI. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement

Violation of the City of Lodi's prompt payment and retainage provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5A-30. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY OF LODI request, which would cause CITY OF LODI to be in violation of the FTA terms and conditions.

5A-31. Not Used.

5A-32. Not Used.

CITY OF LODI FINAL EXPENDITURE REPORT



CONTRACT TITLE/NO.				FEDERAL AID PROJECT NUMBER		TOTAL CONTRACT AWARD AMOUNT				DATE OF AWARD		
PRIME CONTRACTOR/CONSULTANT NAME AND ADDRESS				TOTAL EXPENDITURES AT END OF CONTRACT				DATE OF CONTRACT COMPLETION				
PROJECT MANAGER NAME				PROJECT MANAGER SIGNATURE					DATE			
CONTACT PERSON NAME RE: FINAL EXP. REPORT				CONTACT PHONE NUMBER				CONTACT EMAIL				
Important: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work.												
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Disadvantaged Business Enterprise Participation		Small Business Enterprise Participation		Date of Work Completed	Date of Final Payment	Total Amount Paid	% of Total Expenditures
					Certified DBE (Y/N)	DBE Certification Number	Certified SBE (Y/N)	SBE Certification Number				
A. PRIME Contractor												
B. Subcontractor/Supplier												
TOTAL												
Comments/Notes: (Explain cost overruns or discrepancies; DBE firm substitutions, etc.)												
<small>* NAICS Code: North American Industry Classification System Code. Codes can be found at http://www.census.gov/eos/www/naics Type of DBE: (1) Black American (2) Latino/Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Subcontinent (6) Women (7) Other (designated by the Small Business Administration) 1. DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at http://dot.ca.gov/hq/bep/ucp.htm for a list of participating agencies. 2. Important: Attach the proof of certification for each DBE or SBE firm used toward meeting the DBE or SBE goal if different from "Bidders/Proposers Information Request Form." 3. This information will be compared for consistency with the "Bidders/Proposers Information Request Form." 4. Use additional sheets as necessary. </small>												

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY
COUNCIL AWARDING THE CONTRACT
FOR THE 2015/16 TRANSIT STATION
LANDSCAPE MAINTENANCE PROJECT

=====

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 May 28, 2015, at 11:00 a.m., for the 2015/16 Transit Station Landscape Maintenance project, described in the specifications therefore approved by the City Council on May 6, 2015; and

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

Bidder	Bid
Marina Landscape, Inc.	\$ 15,520
Dominguez Landscape	\$ 23,167
New Image Landscape Company	\$ 29,080

WHEREAS, staff recommends awarding the bid for the 2015/16 Transit Station Landscape Maintenance project to the low bidder, Marina Landscape, Inc., of Livermore; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2015/16 Transit Station Landscape Maintenance project to the low bidder, Marina Landscape, Inc., of Livermore, California, in the amount of \$15,520; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for City Hall Boiler Replacement Project

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for City Hall Boiler Replacement Project.

BACKGROUND INFORMATION: The project was awarded to Wagner Mechanical, Inc., of Linden, in the amount of \$49,373.00. The contract was awarded on December 14, 2014 and has been completed in substantial conformance with the specifications approved by City Council.

The project included removing and disposing of the existing boiler, installing a new, more energy efficient natural gas fueled boiler in the same location, and performing some minor modifications to the boiler exhaust system.

The contract completion and actual completion date were both April 10, 2015. The final contract amount was \$54,132.66. The difference between the final amount and the original was due to the additional asbestos flooring removal, staff training on the new boiler, and the replacement of the gas regulator, isolation valve and the backflow prevention device.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: Replacing the boiler reduces heating costs and minimizes ongoing maintenance.

FUNDING AVAILABLE: This project was funded through Facility Operations Maintenance.

F. Wally Sandelin
Public Works Director

Prepared by: Sean Nathan, Associate Civil Engineer
FWS/SN/eb
cc: City Engineer/Deputy Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Downtown Concrete Cleaning

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Downtown Concrete Cleaning.

BACKGROUND INFORMATION: The project was awarded to City Wide Property Services, of Elk Grove, in the amount of \$15,750. The contract was executed on April 16, 2015. The contract has been completed in substantial conformance with the specifications approved by City Council.

The project removed debris and pressure-washed the yellow concrete bands along School Street, between Lodi Avenue and Locust Street. The work included wash water containment and disposal, and spot-cleaning of the brick pavers.

The contract completion and actual completion date were both May 6, 2015. The final contract price was \$15,750.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: This project has a minimal long-term fiscal impact.

FUNDING AVAILABLE: This project was funded through General Fund Capital.

F. Wally Sandelin
Public Works Director

Prepared by: Sean Nathan, Associate Civil Engineer
FWS/SN/jr
cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Customer Support Agreement with L & H Airco, of Roseville, for Maintenance of Climate Control Energy Management Systems at City Facilities and Authorizing Public Works Director to Execute a One-Year Extension (\$42,765)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Customer Support Agreement with L & H Airco, of Roseville, for maintenance of climate control energy management systems at City facilities and authorizing Public Works Director to execute a one-year extension (\$42,765).

BACKGROUND INFORMATION: On May 4, 2011, City Council adopted a resolution authorizing the purchase and installation of an Alerton Energy Management System (EMS) from sole supplier L & H Airco, of Roseville.

An EMS allows for the City's complex climate control systems to be remotely monitored and electronically controlled maximizing operational efficiency. Since 2011, the City has entered into a Customer Service Agreement (CSA) with L & H Airco for maintenance of these systems located at Police, City Hall, Carnegie Forum, Finance, Fire Station No. 4, Multi Modal Station and the Library.

Staff recommends Council adopt a resolution authorizing the City Manager to execute a CSA with L & H Airco for maintenance of climate control EMS for City facility HVAC systems in an amount not to exceed \$28,510 over two years with an option authorizing the Public Works Director to extend for one additional year for \$14,255.

FISCAL IMPACT: Executing a CSA with L & H Airco for all City facilities equipped with Alerton EMS will provide better management and maintenance of the City facilities HVAC systems.

FUNDING AVAILABLE: Funding for this activity is budgeted in Facilities Operating account (10051000): \$42,765

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

EMS Support Agreement



L&H AIRCO
SACRAMENTO - FRESNO - SAN DIEGO

By and Between:

L&H Airco
2530 Warren Drive
Rocklin, CA 95677

Customer: City of Lodi

For Locations:

*Lodi Police Facility,
Lodi Civic Center, (City Hall, Carnegie Forum, Finance Dept.)
Lodi Fire Station #4
Lodi Multi Modal Station
Lodi City Library*

Term:

Date: 6/1/2015 to 5/31/2017

Tier 2 Contract

Prepared By:

Kevin Bender

Customer Service Representative

Date: 5/19/2015
Ph#: (916) 677-1000
Fax: (916) 677-1111
Cell: (916) 997-0042

L&H Airco Customer Support Agreement Worksheet

Following is a list of the Support Services we will perform to maximize the value of your investment in your Building Control System. Immediately following the list of Support Services, is a detailed description of each service. EMS support services provided by L&H Airco are backed by Factory certified training and each technician that supports your facility is a qualified product representative.

GENERAL SERVICES- TIER 1 (Included in All Support Agreements)

- ❖ **Administrative Services:**
 - *Dedicated Account Team*
 - ✓ *Account Manager*
 - ✓ *Service Technicians*
 - *Documentation of all work performed*
 - *Quality Assurance Program*
 - *Discounted parts & labor rates*
 - ❖ **Technical Support:**
 - *Remote troubleshooting and diagnostics (during normal working hours)*
 - *Parts support*
 - ❖ **Site Monitoring:**
 - *Routine troubleshooting and diagnostics*
 - *Automatic response by technical support personnel*
 - ❖ **Emergency Response Services (Standard or Premium)**
 - *On-Line response (Network Connect or via Telephone)*
 - *On-Site response*
 - *After-hours response*
-

QUARTERLY SERVER & GLOBAL SERVICES- TIER 2

- ❖ **Building Control System Performance Checks:**
 - *Database protection (Back-ups)*
 - *Performance analysis (PC check-ups)*
 - *Data communication optimization*
 - ❖ **Building Control System Technology Updates:**
 - *Software updates**
-

QUARTERLY EQUIPMENT SERVICES- TIER 3

- ❖ **Central Equipment Performance Testing:**
 - *Air Handlers*
 - *Chilled Water system*
 - *Hot Water system*
-

ADD-ON SERVICES

- ❖ **Tenant Override Logging:**
 - *Maintain and provide billing reports for after-hours tenant activity*
- ❖ **Customer Training:**
 - *On-site informal Operator training/software consultation*
 - *L&H Airco Training Center formal classroom training*
- ❖ **Alarm Monitoring:**
 - *Initial alarm set-up*
 - *Pager or Email alarming*
 - *Automatic response by technical support personnel*
 - *Troubleshooting and diagnostics*
 - *Monthly review of system reports*
- ❖ **Air Quality Testing:**
 - *Using state-of-the-art testing devices*
 - *Record ___# of spaces per quarter*
 - *Report of findings*
- ❖ **Flex hours:**
 - *Provide ___ hours of prepaid service*

L&H Airco Customer Support Agreement Details

General Services Included In all Support Agreements:

Administrative services:

A dedicated Account Manager will be responsible for your total service satisfaction. They will provide the designated services, monitor equipment performance and track equipment service history. They will perform the Quality Assurance audit; consulting with you to ensure we are meeting your objectives. A Service Team dedicated to maintaining your system. Our Service Team knows EMS; all of our service technicians are factory trained. They are specialists in maintaining and troubleshooting EMS equipment. All work will be documented on Work Reports. These reports will detail the service performed, materials used and hours spent working with you and your system. A System & Service Log will be provided, use the log for documentation of concerns, system problems and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log and be completed by the technician updating it. Price Advantage & Discounted Labor; as a Support Agreement customer you will receive a discount off the normal labor and equipment prices. Our standard truck charge is also waived. **Please note that manufacturer equipment prices are subject to change.*

Technical Support:

We will provide troubleshooting and diagnostic support over the phone or via email. The tech-support assistance is available to you at no additional cost during normal working hours. This includes the cost of most service that can be provided by remote access for the location specified. Services such as: time synchronization, scheduling set-up techniques, trend log set-up techniques and usage, basic troubleshooting, questions/answers about system performance etc. You simply need to supply/maintain an analog phone line or network connection to enable our local office to remotely log-on to your EMS system. We will log-on to your system for addressing an owner or owner representatives' request or inquiry, we will try to fix the problem or at a minimum narrow the problem down to a specific item or group of items. The technician will contact you or your representative when the review is complete.

Site Monitoring:

L&H Airco will provide your facility with monthly* monitoring. Our staff will dial up the site on a monthly basis to ensure that the system is functioning properly. A technical support representative will provide a report to the customer of any problems that were found. We will check your site for items such as alarms, non-functioning controls, abnormal readings, or rooms that are not at designated temperatures. If we have noticed any problems we will call and advise you on a course of action. In many cases we can help solve the issue before it generates occupant complaints. If an issue is found we will try to "Band-Aid" the system until repairs can be made. **Monthly monitoring is the minimum frequency, please discuss with your Account Manager if you need daily or weekly services.*

On-line Emergency Response Services:

Emergencies can and usually do happen when you least expect it and many times on the weekends or after 4:30 PM. It is very important to L&H Airco to provide support in all emergency situations for all of our customers. We have available a 24/7 emergency phone line. You can utilize this service in an after-hours emergency situation by calling **916-677-1010** and following the prompts for emergency service. We will try to fix the problem or at a minimum narrow the problem down to a specific item or group of items. The technician will contact you or your representative when the review is complete. Emergencies will be determined by your staff and L&H Airco.

❖ **Standard On-line Response Time (Included with all Customer Support Agreements)**

We will respond within two (2) business hours; M-F; 7:30 AM to 4:30 PM, excluding holidays.

OR

❖ **Premium On-line Response Time**

We will respond within two (2) hours; 24 hours/day, 7 days/week, including holidays.

On-site Emergency Response Services:

If during our On-line Emergency response we are unable to resolve the situation we will dispatch a Service Technician to your facility. Non-emergency calls, as determined by your staff and L&H Airco will be incorporated into the next scheduled service call.

❖ **Standard On-site Response Time (Included with all Customer Support Agreements)**

We will be on site within one (1) business day; M-F; 7:30 AM to 4:30 PM; excluding holidays.

OR

❖ **Premium Emergency On-site Response Time**

We will be on site within four (4) hours*, 24 hours/day, 7 days/week, including holidays

**After the completion of the telephone and dial-up response.*

**Emergency Response Services listed above guarantee L&H Airco's response time only. The cost of on-line and/or on-site emergency service is not included in the scope of this contract and will be billed at the applicable time & material rates.*

Quarterly Server & Global Services:

Building Control System Database Protection:

EMS workstation database and graphics backups safeguard your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, flood, physical damage etc.). We will back-up your HVAC Control System database, software and graphics a minimum of four (4) times per year and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite or online to reload the databases and system files from our stored backup copy and to ensure proper operation and performance. **Repair cost and hourly cost to reload the databases and system file will be billed at the applicable T&M rates.*

Building Control System Analysis:

Your DDC control system is a very dynamic and interactive system. As such its operations, graphics and programming intentionally and unintentionally change over time. With Control System Analysis we will analyze the current status of your system's operations, graphics, & programming and compare them to the prior status report. We will then meet with you to discuss the changes and the effects of those changes on the operation of your building control system.

DDC Data Communication Performance Analysis:

To have confidence that all HVAC equipment in your facility is working seamlessly and quickly you must know that the DDC data communication network is fully operational and its performance is optimal. We will analyze the physical condition of your DDC data network and the performance of the data communications. We will then meet with you to discuss the network condition/performance and make recommendations for improvement.

Technology Updates:

EMS manufacturers periodically release software updates for your controls system which provide added interface features, increase communications speed and increase performance to name a few. L&H Airco will provide these updates as they become available, always keeping your system software state-of-the-art. **This service includes updates to the Control System software only. No Key, hardware, operating system or other 3rd-party software updates or upgrades are included with this service.*

Quarterly Equipment Services:

Central Equipment Functional Performance Testing:

Air Handler Functional Performance Testing- Using our software tools (receiver controller for IBEX, PID for BacTalk) we will analyze the performance of your HVAC air handling systems. This service is delivered two (2) times per year, Spring & Fall. During the spring service we will focus on the operation of the air handler cooling system control loops: outside air dampers, mixed air dampers, chilled water valve actuators, temperature sensors. During the fall service will focus on the operation of the air handler heating system control loops: outside air dampers, mixed air dampers, heating valve actuators, temperature sensors, water coil freeze-protection sensors and temperature alarms. **Chiller/Chilled Water System Functional Performance Testing-** Reliable and Optimized performance of your chiller plant is critical to the operations of your facility. As part of this performance service one (1) time per year we will run an operational controls sequence to test the full range of the chiller and chilled water distribution system. We will analyze the chilled water supply temperatures at low and full-load conditions; verify temperature set point reset operations, chiller alarm interface to the DDC system, and the lead/lag operations of the chilled water system. **Boiler/Hot Water System Functional Performance Testing-** Reliable and Optimized performance of your heating plant is also critical to the operations of your facility. As part of this performance service one (1) time per year we will run an operational controls sequence to test the full range of the boiler and hot water distribution system. We will analyze the hot water supply temperatures at low and full-fire conditions; verify temperature set point reset operations, boiler alarm interface to the DDC system, and the lead/lag operations of the hot water system.

Other Services:

24HR Alarm Monitoring:

We maintain dedicated alarm receiving pagers and E-mail PC's to be on call and waiting for your alarms 24 hours a day, every day. We will most likely know about your alarms before you do. When you sign up we will come to your site and setup your system to dial out the alarms that you want us to know about and respond to. Our personnel will work directly with you to determine your exact needs. After receiving an alarm, we will dialup your system and troubleshoot the problem. When we have determined the cause of the problem, we will call and advise you of the action to be taken. In many instances we can either solve the problem entirely or "Band-Aid" the system until a site visit can be made. You will receive a written monthly report of your system which will detail alarms, logs and critical points as well as unusual activity or problems found.

Tenant Override Logging:

Most systems provide a tenant override logging feature integrated into the software allowing the owner to view tenant override hours. This feature is a very useful tool for monthly tenant billing. Your L&H Airco Service representative will provide you with building override documentation each month for use in the billing of building tenants for HVAC usage after normal working hours. One of the largest benefits tenant billing provides, aside from extra income to you, is that it keeps L&H Airco in touch with your building, allowing us to make changes to tenant information as changes occur. This helps maintain system accuracy as tenants change, rather than once a problem occurs and no one remembers the descriptions of that area. Year round system accuracy for tenant billing is very important to insure you receive proper payment for any after hours HVAC usage and to maintain your tenant's confidence in the fact that the monthly billing they receive is valid and true. L&H Airco will do this by maintaining all tenant billing logs and data displays to list all current occupants. Monitor and record total override hours for each tenant. Provide via facsimile or E-mail detailed printouts of total override hours for each tenant, each month.

Flex- Hours Support Services:

Flex-hours support, as you need it, whether it is online support from our office, or for an on-site visit from a service technician. Prepaying for these hours allows you to budget for emergency calls or special projects, and spread the payments on your terms. We will provide an agreed upon number hours of Flex-Hours support per year.

Air Quality Monitoring:

We now offer a scheduled program to monitor and evaluate key environmental parameters, including mold, within your building. We utilize an advanced state-of-the-art building performance evaluation system to bring you a cost effective method of understanding and documenting the dynamics of your building's environment. Our program is designed to maintain the highest quality indoor environment by regularly monitoring designated locations throughout your building. It is important to properly respond to indoor environmental issues. Before planning the necessary fixes to the problem, the problem must first be documented and analyzed. The final reports are designed to be comprehensive, easy to understand, and most importantly meaningful to those responsible for building operations. The Building Performance report summarizes all the data collected and graphs all measured parameters and provides specific recommendations based on that data. Our technical staff will work with you using these reports to optimize the performance of your building. As part of your team, you can be confident we will work with you to maintain your building's indoor environment to a high standard.

Customer Training:

L&H Airco Certified Classroom Training:

We provide classroom-format, training courses. The training courses are conducted at the L&H Airco Training Facility in Roseville. You can select from any of the training courses listed in the local training directory. Classes provided by our full-time training staff are tailored to your needs and your specific EMS system, but are classified in 3 standard categories:

Basic Operator Training

Advanced Operator Training

Programmer Training

Factory Classroom Training:

These training classes are conducted at the Alerton Corporate training facility in Redmond, Washington. You can select from any of the training classes listed in the local training directory or on the Alerton Website.

On-Site Training/Operator Coaching:

Through our individual On-Site Training/Operator Coaching, we will introduce, review and reinforce skills, leading to greater utilization of HVAC Control System applications implemented in your facility. We will provide an agreed upon number of hours per year of coaching for your facility staff, Monday through Friday 7:30 AM to 4:30 PM. Our systems experts assist your operators in identifying, verifying and resolving problems found in executing tasks. During the training/coaching sessions we can address; logbook issues, assist your operators in becoming more self sufficient, and tailor HVAC Control System applications to the needs of your facility and to your operators' specific job responsibilities.

Labor Rates

	Standard Time & Material Rate (M-F 730 AM to 430 PM) excl. Holidays	Preferred Time & Material Rate (M-F 730 AM to 430 PM) excl. Holidays	Standard Overtime Rate (M-F 5 PM to 8 AM Sat, Sun & Holidays)	Preferred Overtime Rate (M-F 5 PM to 8 AM Sat, Sun & Holidays)
Tech Support	\$ 110.00	\$ 80.00	\$ 145.00	\$ 115.00
Service Tech	\$ 110.00	\$ 80.00	\$ 145.00	\$ 115.00
Truck Charge	\$ 45.00	\$ 0.00	\$ 45.00	\$ 0.00

Goals Summary

Your Operations Staff is responsible for critical equipment that is sensitive to temperature and other environmental influences. Your staff is experienced in all areas of HVAC and temperature controls and may not require a high level of support from vendors, but uses support plans to augment their current knowledge and protect their equipment investment over the long term.

The goals with this proposal:

1. Provide the Technical knowledge you need to maintain your building
2. Develop a regular maintenance relationship with you to promote automated operation of controls and maximum facility uptime

Contained in this proposal:

1. A wide range of L&H Airco Custom Service Plan Features (based on customer request and input).
2. Tentative Schedule of Services.
3. Support Plan Pricing Summary and terms and conditions.
4. 60% off list price for Alerton BACtalk parts

Support Plan Summary and Pricing

Included Custom Service Plan Features in this agreement as detailed in the previous section:

Included in all agreements:

- _____ General Services
- _____ Technical Support

Dial- up Services:

- _____ Monthly Site Monitoring
- _____ 24hr Alarm Monitoring
- _____ Tenant Override Logging

Other:

- _____ Standard Emergency Response
- _____ Premium Emergency Response

Quarterly On-Site Services:

- _____ EMS Technology Updates
- _____ System Performance
- _____ Central Equipment Performance Test
- _____ Air Quality Testing
- _____ Flex Hrs Support (anytime) ____ hrs

Training:

- _____ L&H Classroom Training ____ people
- _____ Alerton Factory Training ____ people
- _____ On-Site Operator Training ____ hrs

By and Between: L&H Airco
2530 Warren Drive,
Rocklin, CA 95677

Customer (known as): City of Lodi

Term: 6/1/2015 thru 5/31/2017

Pricing for these features is based on a 1-year program, billed annually at the beginning of the contract year. Cancellation conditions are detailed in the "Terms and Conditions" section.

For these services, *Customer* agrees to pay L&H AIRCO the sum of \$14,255.00 for the year of 2015 through 2017, payable in advance or upon presentation of a quarterly invoice of \$3,563.75

L&H Airco believes that this proposal includes the best interests of the City of Lodi's Buildings and is based on your input. Please feel free to contact me if you have any changes. If accepted, sign and date below and return to L&H Airco with purchase order information. The other copy is for your records.

Presented by: Kevin Bender

Accepted by: _____

Title Customer Service Rep

Title _____

Date 5/19/2016

Date _____

Approved as to form

City Attorney



L&H Airco

TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of Sacramento Cooling Systems (referred to herein as "L&H Airco") Customer Support Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "CSA Agreement".

Article 1: General

1.1 a) The CSA Agreement, when accepted in writing by the Customer and approved by an authorized representative of L&H Airco shall constitute the entire, complete and exclusive agreement between the parties relating to a technical support program ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the CSA Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the CSA Agreement. The CSA Agreement and any rights or obligations thereunder may not be assigned by either party without the advance written consent of the other.

(b) The terms and conditions of this CSA Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of L&H Airco. L&H Airco's performance under this CSA Agreement is expressly conditioned on Customer's assenting to all of the terms of this CSA Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to L&H Airco by Customer relating to this subject matter.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.3 Either party may terminate or amend this CSA Agreement by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew.

1.4 This CSA Agreement shall be governed by and enforced in accordance with the laws of the State of California.

1.5 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide L&H Airco with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and L&H Airco will, in its discretion, act accordingly.

1.6 L&H Airco will be permitted to control and/or operate all Equipment necessary to perform the Services.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this CSA Agreement or the first scheduled inspection, L&H Airco will have inspected all the Equipment.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. L&H Airco will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of L&H Airco.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this CSA Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this CSA Agreement; (b) Services performed other than during L&H Airco's normal working hours; and (c) Service performed on equipment not covered by this CSA Agreement.

3.2 Invoices are due upon receipt or otherwise as may be set forth therein. If any payment is not received when due, L&H Airco may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

Article 4: Allocation of Risk

4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by L&H Airco or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this CSA Agreement is warranted for 90 days after the work is performed.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than L&H Airco or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per L&H Airco's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by L&H Airco or not bearing L&H Airco's nameplate.

4.3 L&H Airco will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from L&H Airco's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. L&H Airco's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than L&H Airco.

Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify L&H Airco of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

5.3 Customer will provide L&H Airco with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

Article 6: Limitations of Maintenance or Service Obligations

6.1 L&H Airco will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. L&H Airco assumes no responsibility for any service performed on any Equipment other than by L&H Airco or its agents.

6.2 L&H Airco shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 L&H Airco is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 L&H Airco shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches required from pipes and duct work including any venting or draining systems.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR CUSTOMER SUPPORT AGREEMENT FOR MAINTENANCE OF CLIMATE CONTROL ENERGY MANAGEMENT SYSTEM AT CITY FACILITIES, AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, on May 4, 2011, the City Council adopted Resolution No. 2011-67, authorizing the purchase and installation of an Alerton Energy Management System (EMS) from sole supplier L & H Airco, of Roseville; and

WHEREAS, an EMS allows for the City's complex climate control systems to be remotely monitored and electronically controlled maximizing operational efficiency; and

WHEREAS, the City has entered into a Customer Service Agreement (CSA) with L & H Airco for maintenance of these systems located at the Police Department, City Hall, Carnegie Forum, Finance Department, Fire Station No. 4, Multi-Modal Station and Library; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a CSA with L & H Airco for maintenance of climate control EMS for City facility HVAC systems, in an amount not to exceed \$28,510 for a two-year period; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the CSA if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Customer Support Agreement with L & H Airco, of Roseville, California, in an amount not to exceed \$28,510; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute a one-year extension to the Agreement if in the best interest of the City to do so, and on the same terms and conditions set forth in the Agreement.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000)

MEETING DATE: June 17, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various festival ground facilities for amount not to exceed \$21,000.

BACKGROUND INFORMATION: The Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs. The proposed agreement includes use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field. Management of the Lodi Grape Festival has also been quick to accommodate the City's needs when other space and/or facilities are required.

The term of the agreement is one year, commencing on July 1, 2015 and ending June 30, 2016. The terms and conditions are consistent with those of the previous agreement. The annual lease payment is \$21,000.

Staff recommends approving the use agreement, which provides facilities for youth and adult basketball, soccer, and other miscellaneous programming. There are no suitable alternative sites. The City Attorney has approved the agreement as to form.

FISCAL IMPACT: \$21,000 from the Recreation Fund, the majority of which is generated from user fees.

FUNDING AVAILABLE: Account #20073001.72321 – 2015/16 Recreation Administration

Jordan Ayers, Deputy City Manager/Internal Services Director

Jeff Hood
Parks, Recreation and Cultural Services Director

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

**INTERIM USE RENTAL AGREEMENT
LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC. FACILITIES**

THIS AGREEMENT made this 27th of April, 2015, at Lodi, County of San Joaquin, State of California, by and between the **LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSN., INC.**, a non-profit corporation, hereinafter called the Festival, and **CITY OF LODI, PARKS & RECREATION DEPARTMENT** hereinafter called the Renter.

WITNESSETH:

1. Permission is hereby granted to the Renter to use the following described property of the Festival for a period beginning **JULY 1, 2015** and ending **JUNE 30, 2016** upon the conditions, agreements and terms hereinafter set out in this agreement in attached Exhibit A.
2. The description of the premises of the Festival, located in Lodi, County of San Joaquin, State of California, permitted to be used is described as: **CABERNET HALL, THE EAST FIELD AND THE GRAPE PAVILION.**
3. Renter hereby agrees to pay the Festival for use of said premises: **\$21,000 (TWENTY ONE THOUSAND DOLLARS)** for rental of facilities as outlined in the attached Exhibit A.
4. Amount due is payable as follows: **\$21,000 (TWENTY ONE THOUSAND DOLLARS)**, return of signed contract and certificate of insurance due no later than June 30, 2015.

SEE EXHIBIT "A" ATTACHED, THE CONTENTS OF WHICH ARE MADE PART OF THIS AGREEMENT BY REFERENCE AS THOUGH FULLY INCORPORATED HEREIN.

5. Said premises shall be used for the **PARKS & RECREATION PROGRAMS** and for no other purpose without the written consent of the Festival first had and obtained. Renter agrees to comply with all ordinances, statues, rules and regulations applicable to the conduct or operation of the activities of Renter herein permitted to be conducted. Renter shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Renter. Renter shall not permit a breach of the peace or any unlawful act or omission by any person.
6. Renter agrees to maintain the premises herein permitted to be used and other portions of the premises of the Festival to which it, its employees, agents, licensees or ay member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Renter only excepted, and Renter agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, act of God, or casualties beyond the control of the Renter excepted. The Festival shall have the privilege of inspecting the premises at any or all times.
7. Renter shall provide Festival with an original certificate of liability insurance with original signature, naming the **STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW ASSN., INC., THEIR AGENTS, DIRECTORS, OFFICERS, SERVANTS AND EMPLOYEES** as additional insured insofar as the operations under this agreement are concerned. The amounts of public liability coverage shall not be less than \$1,000,000 / \$1,000,000 and the amount of property damage coverage shall not be less than \$1,000,000, neither coverage to involve a deductible feature. Said certificates shall contain a statement by the insurance company that it will not cancel said policy without giving 30 days prior written notice to the Festival.
8. Renter does further expressly agree to indemnify, defend, and save the Festival, its agents, employees or licensees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this agreement or the occupation of the premises herein permitted to be used or the premises of the Festival to which the Renter, its agents, employees or licensees may have access by reason of this agreement.

Initials: Mo
Festival

Initials: JH
Hood

Initials: _____
Schwabauer

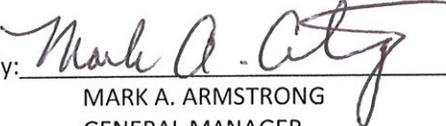
Initials: _____
Magdich JF

Initials: _____
Ferraiolo

9. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to the Renter be granted in turn to any person without the written consent of the Festival first had and obtained.
10. The Festival may terminate this agreement and be relieved of any further performance if Renter fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy. Notwithstanding anything, herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto. Any fees paid in addition to the non-refundable deposit will not be refunded if event is terminated by either party 30 days or less prior to the event.
11. The parties hereto agree that the Renter in the performance of this agreement shall be an independent contractor and shall not be an employee of the Festival.
12. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
13. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
14. All safety orders of the Division of Industry Safety, Department of Industrial Relations, must be strictly observed.
15. NOTICE, Pursuant to Section 107.6 California Rev. & Tax Code. Renter recognizes and understands that this tenancy may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
16. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "EXHIBIT A." Such attached sheets when properly signed by both parties become a party of this agreement and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed in duplicate by and on behalf of the parties hereto, the day and year first written above.

LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC.
P.O. BOX 848 ~ 413 E. LOCKEFORD ST.
LODI, CA 95241
(209) 369-2771

By: 
MARK A. ARMSTRONG
GENERAL MANAGER

CITY OF LODI, a municipal corporation
125 N. STOCKTON ST.
LODI, CA 95240
(209) 333-6800

By: 
JEFF HOOD
DIRECTOR, PARKS & RECREATION

By: _____
STEVE SCHWABAUER
CITY MANAGER

APPROVE AS TO FORM:

By: _____
JANICE MAGDICH
CITY ATTORNEY


By: _____
JENNIFER FERRAILOLO
CITY CLERK

EXHIBIT A

RENTER AGREES THAT:

1. Festival does hereby lease to Renter, Cabernet Hall, the Grape Pavilion and the East Field for programs sponsored by and conducted under the supervision of the City of Lodi Parks & Recreation Department on the Lodi Grape Festival grounds, situated in the City of Lodi, County of San Joaquin, and State of California. Festival grants Renter the non-exclusive right to utilize necessary parking lot space and access routes to the buildings which are necessary to conduct its recreation program.
2. Renter's use is limited to the following:

GRAPE PAVILION

Grape Pavilion shall be reserved for Renter's use approximately October 1, 2015 through March 15, 2016 unless other dates are established by mutual written agreement prior to October 1, 2015. Renter may request additional Saturday dates from March 15, 2015 through July 13, 2015, subject to availability. The hours of use for Renter are:

Monday through Friday 5 p.m. to 11 p.m.
 Saturday 7 a.m. to 1 a.m. (Sunday)
 Sunday 7 a.m. to 11 p.m.

(Renter shall use the weekend schedule on legal holidays falling on weekdays.)

Festival reserves the right to rent Pavilion for basketball practice Monday through Friday until 5 p.m. and Renter shall be pre-empted from the building on the following dates: Wednesday, December 9, 2015 through Sunday, December 13, 2015 and Friday, January 29, 2016 through Sunday, January 31, 2016. In the event Festival schedules use of the Pavilion to another user, that user or the Festival will immediately thereafter provide custodial care and/or maintenance of the Pavilion in order to return it to Renter in satisfactory condition for Renter's continued use.

CABERNET HALL

Cabernet Hall shall be reserved for Renter's use from October 1, 2015 through August 15, 2016 on Monday through Thursday from 4:30 p.m. to 11 p.m. Use of Cabernet Hall is reserved by the Festival on Fridays, Saturdays and Sundays.

EAST FIELD

The East Field shall be reserved for Renter's use from October 15, 2015 through April 15, 2016 on Monday through Thursday from 4 p.m. to 11 p.m. Festival reserves the right to pre-empt Renter when other events conflict. Renter will provide no less than one (1) portable restroom for its own use and will provide daily pickup of trash in the East Field during the lease period. In exchange for use of East Field, Renter will mow field lawn every third week during winter months (October 15 through April 15) and every week during the summer months (April 16 through October 14). On Thursdays, renter agrees to practice soccer in the North area of the East Field if set up or tear down is taking place for the weekly Grape Festival Flea Market.

3. Renter shall provide sufficient personnel to monitor crowd control, including policing of parking lot areas and grounds adjacent to the facilities being used to insure no disturbance of other Renters on the Festival grounds. Festival shall have the right to pre-empt usage of any facility when other renters will be in the immediate vicinity of the buildings. Festival will notify Renter in advance of these pre-empted dates.
4. Renter shall be diligent in turning out lights, turning off heaters and/or coolers and locking building doors and outside gates daily and nightly after each use. If this provision is not observed Festival shall bill renter for use of utilities beyond scheduled hours of use. Each staff member requesting keys shall check them out individually from Festival office. Renter shall be billed \$50 (fifty dollars) for each key not returned to Festival at end of each lease year.

Initials:
Festival

Initials:
Hood

Initials:
Schwabauer

Initials:
Magdich
JF

Initials:
Ferraiolo

5. Renter agrees to provide adequate qualified supervision at all times when using any of Festival's facilities. Renter agrees to clean up all areas used, outside and inside, including parking areas, on a daily basis, and all areas of the buildings and grounds are to be kept free of papers, cups, cans, bottles and other debris deposited as a result of Renter's activities. Renter agrees to repair or replace, at its own expense, any and all damage to Festival buildings, facilities, equipment and/or grounds caused by Renters activities.

6. It is expressly agreed and understood that this lease is for use by the Renter for its recreational programs and NO SUBLETTING or assignment of this lease is permitted unless otherwise approved by mutual written agreement. Any programs or activities other than the basketball program shall first be approved by Festival. Renter shall have concession rights for its events only and may operate a concession during all applicable events under this lease specifically granted to Renter. Concession shall comply with all health, fire and safety regulations, including no propane or gas cooking inside the buildings.

7. Renter does hereby agree to indemnify, defend and save Festival free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time the Renter is using the buildings, facilities and/or grounds which arise from the acts or omissions of Renter, except for claims for loss, damage, injury or liability to persons or property which arise from the acts or omissions of the Festival. For such claims, the Festival does hereby agree to indemnify, defend and save Renter free and harmless. Renter agrees at all times during the continuance of the lease to maintain adequate public liability and property damage insurance covering its use, occupancy and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the Lodi Grape Festival and National Wine Show Assn., Inc., the County of San Joaquin, the State of California, and their agents, directors, officers, servants and employees are named as additional insured and that such liability policy or policies are primary insurance as to any similar insurance carried by Festival. Renter shall furnish Festival with satisfactory proof of insurance coverage required by Festival, and there shall be a specific contractual liability assumed by Renter pursuant to this lease. Any policy of insurance required of Renter under this lease shall also contain an endorsement providing that at least thirty (30) days of notice must be given in writing to Festival of any pending change in the limits of liability or of any cancellation or modification of the policy or policies. In the event that the Renter is self-insured, Renter shall provide a certificate of self-insurance in a form satisfactory to Festival.

LODI GRAPE FESTIVAL & NATIONAL WINE SHOW ASSN., INC.
P.O. BOX 848 ~ 413 E. LOCKEFORD ST.
LODI, CA 95241
(209) 369-2771

By: Mark A. Armstrong
MARK A. ARMSTRONG
GENERAL MANAGER

CITY OF LODI, a municipal corporation
125 N. STOCKTON ST.
LODI, CA 95240
(209) 333-6800

By: Jeff Hood
JEFF HOOD
DIRECTOR, PARKS & RECREATION

By: _____
STEVE SCHWABAUER
CITY MANAGER

APPROVE AS TO FORM:

By: _____
JANICE MAGDICH
CITY ATTORNEY
JF

By: _____
JENNIFER FERRAILOLO
CITY CLERK

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE 2015/16 MASTER LEASE AGREEMENT WITH THE
LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW
ASSOCIATION FOR USE OF VARIOUS FESTIVAL GROUND
FACILITIES AND FURTHER AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT

=====

WHEREAS, the Parks and Recreation Department has leased facilities from the Lodi Grape Festival and National Wine Show Association for more than 40 years for various indoor and outdoor programs; and

WHEREAS, this agreement allows the City use of the Grape Pavilion, Cabernet Hall, and an outdoor area know as the soccer field; and

WHEREAS, management of the Lodi Grape Festival has also been quick to accommodate our needs when other space and/or facilities are required; and

WHEREAS, the term of this Agreement is for one (1) year, commencing July 1, 2015, and ending June 30, 2016; and

WHEREAS, the annual lease payment is \$21,000; and

WHEREAS, staff therefore recommends that the City Council approve the Master Lease Agreement which provides facilities for youth and adult basketball, soccer, and other miscellaneous programs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association, for use of the Grape Pavilion, Cabernet Hall, and an area known as the soccer field for the period July 1, 2015 to June 30, 2016, at a cost not to exceed \$21,000; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the Master Lease Agreement on behalf of the City of Lodi.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Telstar Instruments, of Sacramento, for SCADA Instrumentation, Maintenance and Integration Services, (\$80,000) and Authorizing Public Works Director to Execute Extensions

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Telstar Instruments, of Sacramento, for SCADA instrumentation, maintenance and integration services in the amount of \$80,000 and authorizing Public Works Director to execute contract extensions.

BACKGROUND INFORMATION: The City of Lodi owns and operates a number of water and wastewater facilities which includes the Surface Water Treatment Facility (SWTF), the White Slough Water Pollution Control Facility (WSWPCF), 28 groundwater wells, 13 storm water lift stations and, nine sewer lift stations. All the facilities listed above utilize a computer-monitored alarm, response, control and data acquisition system commonly referred to as a Supervisory Control and Data Acquisition (SCADA) system. The central SCADA system for the water system, storm and sewer lift stations is located at the SWTF. WSWPCF operates independently on its own SCADA system. In addition to the current facilities monitored by SCADA, the Public Works Department has several current and future projects that will require SCADA integration, such as the Rose Gate subdivision storm basin.

Telstar was the sub-contractor chosen to integrate SCADA and instrumentation at the SWTF and water system. Staff was extremely pleased with their quality of work and performance. Telstar is a highly qualified SCADA service provider with very experienced staff. Furthermore, staff believes that the knowledge Telstar gained by developing the SCADA system will help lower costs.

The Professional Services Agreement will include the following services: SCADA integration, SCADA and Programmable Logic Controller maintenance, advanced instrumentation maintenance and 24/7 on-call emergency response (if needed).

Staff recommends that the City Manager be authorized to execute the two-year Professional Services Agreement. In addition, staff recommends the Public Works Director be authorized to execute two one-year extensions for an amount not to exceed \$80,000 for the four-year period.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with
Telstar Instruments, of Sacramento, for SCADA Instrumentation, Maintenance and
Integration Services (\$80,000) and Authorizing Public Works Director to Execute Extensions
Page 2
June 17, 2015

FISCAL IMPACT: Funds for the SCADA and instrumentation services were budgeted in
the Water, Wastewater and Storm Water Operations budget.

FUNDING AVAILABLE: Water Plant Operating Fund (56052005)
Wastewater Plant Operating Fund (53053003)
Storm Water Maintenance Fund (53053005)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Andrew Richle, Water Plant Superintendent
FWS/ASR/jr
cc: Lance Roberts, Utility Superintendent
Karen Honer, Wastewater Plant Superintendent

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TELSTAR INSTRUMENTS, 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 SCADA and Instrumentation Maintenance (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 four (4) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.10 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. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:

TELSTAR INSTRUMENTS,
a California Corporation

JANICE D. MAGDICH, City Attorney

By: _____


By: _____
Name: Ben Herston
Title: Branch Manager

Attachments:

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

**Funding Source: 56052005.72450
(Business Unit & Account No.)**

Doc ID:K:\WP\PROJECTS\PSA's\2015\TelstarInstruments

CA:Rev.01.2015



Exhibit A/B

C10 Contractor License #422364

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SALES & SERVICE
SCADA • PLC/HMI • Telemetry • Calibration • Maintenance**

May 22, 2015

City of Lodi
Sent via email: arichle@lodi.gov

Attn: Andrew Richle
Proj: City of Lodi WTP & SCADA
Subj: SCADA and Instrumentation Maintenance
Ref: 27625a

Dear Andrew,

Telstar Instruments is pleased to provide this quotation for SCADA and instrumentation maintenance services for the City of Lodi water and wastewater facilities. Services will be provided on a time and materials basis for an initial two (2) year period FY 15/16, FY 16/17, with an option to extend the maintenance agreement on an annual basis for up to two (2) additional years. The budget for the initial two years of the maintenance agreement is \$40,000 per year. Hourly rates for various categories of technicians, programmers, and engineers are provided herein. Anticipated scope items that will be provided under this SCADA and instrumentation maintenance services agreement follow.

Anticipated Scope of Services

Instrument Maintenance – calibration and troubleshooting for hydraulic and analytical instrumentation at the water and wastewater facilities.

SCADA Maintenance – maintain backup SCADA computers and PLCs; apply Microsoft and Wonderware updates as applicable; evaluate system for deficiencies; address operations identified maintenance items.

On-call Emergency Services – Telstar maintains 24/7 emergency Instrumentation and SCADA support for its customers. Provide as-needed emergency controls system support services for the water and wastewater facilities.

Project Integration – provide SCADA integration services for various new and existing storm water, water, and wastewater facilities, as needed. Incorporate facilities into existing SCADA, communications, and PLC systems.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Time and Material Rates, Normal Working Hours

Instrumentation Technician	\$123.00/hr
California Certified Electrician.....	\$128.00/hr
PLC/SCADA Computer Programmer.....	\$146.00/hr
Senior PLC/SCADA Computer Programmer	\$168.00/hr
Senior Engineer (registered CA Professional Engineer)	\$176.00/hr
Vehicle Usage/Fuel/Test Equipment/Tool charge	\$135.00/day
Materials	cost plus 15%

Time and Material Overtime / Emergency Rates, Outside of Normal Working Hours

Instrumentation Technician	\$164.00/hr
California Certified Electrician.....	\$178.00/hr
PLC/SCADA Computer Programming.....	\$186.00/hr
Senior PLC/SCADA Computer Programmer	\$202.00/hr
Senior Engineer (registered CA Professional Engineer)	\$237.00/hr
Vehicle Usage/Fuel/Test Equipment/Tool charge	\$135.00/day
Materials	cost plus 15%

Notes on Time and Material Rates:

1. Rates are valid through June 30, 2016. Rates will be increased by 3% on an annual basis for inflation / cost of living expenses.
2. Travel is included to 45 miles. Over 45 miles from the Sacramento office is billed at the above rates.
3. Overtime is anything after 8 hours Monday – Friday. Time outside of normal business hours Monday – Friday, and time on Saturday and Sunday is billed at Overtime / Emergency Rates.
4. Service calls and time and materials rates carry a 4-hour minimum per person; time over 4 hours is charged as 8 hours.
5. Telstar provides 24 hour service seven days a week. Our normal response time is within 48 hours. We guarantee a 4 hour response time for emergency calls. Emergency calls carry a 4-hour minimum.

Not To Exceed \$80,000.00

Terms and Conditions: For your convenience, we now accept all major credit cards. We can commence with this at your direction. This quote is valid for thirty days. This quote is based on information provided to Telstar and may or may not be correct or complete. Please review this proposal for compliance with the complete and final specifications and drawings before acceptance. Our terms are due and payable 30 days from date of invoice. Payments must be made on a minimum of a monthly basis. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. Rates quoted herein will automatically be increased for overhead, and cost of living at a minimum of every year, or at contract renewal, whichever is less. Attorney's fees, court costs and costs of collection will be paid to prevailing party. Permits and bonding are excluded unless otherwise noted herein. Our standard insurance applies unless otherwise, agreed to in writing by Telstar. We accept no responsibility for consequential damages and our standard warranty applies. Telstar does not warranty OEM equipment; the standard manufacturer's warranty applies. Any labor performed by Telstar due to equipment



warranty claims, is due and payable as an extra and/or additional charge to the quote noted herein. Please reference the above stated quote number in all correspondence and purchase orders. Unless otherwise noted, this quote is based on standard straight time hours and does not include any prevailing wage rates unless agreed in writing by Telstar. Vehicle expense will be in addition to the price quote, unless specifically included within the body of this quote. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls and time and materials rates carry a 4-hour minimum per person, any time over 4 hours is charged as 8 hours. Cancellation charges apply including engineering, labor, materials, quote and estimating time, markup, % of profit, return goods fees, etc. at the time of written cancellation notice to Telstar.

We can proceed with this at your notice and look forward to working on this project. If you have any questions please do not hesitate to contact me at 916-646-1999.

Sincerely,

A handwritten signature in black ink that reads "Ben Herston". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Digitally signed by Ben Herston
DN: cn=Ben Herston, o=Telstar Instruments,
ou, email=bherston@telstarinc.com, c=US
Date: 2015.05.22 14:03:09 -07'00'

Ben Herston
Sacramento Branch Manager



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

- (c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH TELSTAR INSTRUMENTS, OF
SACRAMENTO, FOR PUBLIC WORKS SCADA
INSTRUMENTATION, MAINTENANCE AND INTEGRATION
SERVICES; AND FURTHER AUTHORIZING THE PUBLIC WORKS
DIRECTOR TO EXECUTE TWO ONE-YEAR EXTENSIONS

=====

WHEREAS, the City of Lodi owns and operates a number of water and wastewater facilities which include the Surface Water Treatment Facility (STWF), the White Slough Water Pollution Control Facility (WSWPCF), 28 groundwater wells, 13 storm water lift stations, and nine sewer lift stations; and

WHEREAS, all of the facilities utilize a computer-monitored alarm, response, control and data acquisition system commonly referred to as a Supervisory Control and Data Acquisition (SCADA) system; and

WHEREAS, Telstar performed the integration work for the Surface Water Treatment Facility and water system, and staff was extremely pleased with their quality of work and performance; and

WHEREAS, Telstar is a highly-qualified SCADA service provider and will provide SCADA instrumentation, maintenance, and integration services as needed; and

WHEREAS, the Public Works Department has several current and future projects that will require SCADA integration; and

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.075-(8), Professional/Technical Service Contracts are exempt from advertising and bidding requirements; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year Professional Services Agreement with Telstar Instruments for SCADA integration, SCADA and Programmable Logic Controller maintenance, advanced instrumentation maintenance and 24/7 on-call emergency services (if needed); and

WHEREAS, staff further recommends authorizing the Public Works Director to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Telstar Instruments, of Sacramento, California, for Public Works SCADA instrumentation, maintenance and integration services for a two-year period; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Public Works Director to execute up to two (2) one-year extensions to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract; and

BE IT FURTHER RESOLVED that the cost shall not exceed the amount of \$80,000 for the four-year period.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Jorgensen Company, of Modesto, for Citywide Fire Extinguisher Maintenance and Authorizing Public Works Director to Execute a One-year Extension (\$25,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Professional Services Agreement with Jorgensen Company, of Modesto, for citywide fire extinguisher maintenance and authorizing Public Works Director to execute a one-year extension, in the amount of \$25,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from four local fire extinguisher maintenance service companies for citywide on-call fire extinguisher maintenance services for City facilities and vehicles.

The City has approximately 320 fire extinguishers in City facilities and vehicles with different inspection requirements and intervals as required by State law.

Staff received written quotes from three local fire extinguisher maintenance service companies with Jorgensen Company, of Modesto, being the lowest quote. Quotes are based on unit cost for each service provided and for parts. Companies were asked to provide the unit costs based on City provided estimated quantities and service intervals. Actual quantities and service intervals may vary. The awarded contract amount is based on prior year's expenses. Quotes received are shown below:

	<u>Total</u>
• Jorgensen Co.	\$3,650.00
• Butch Young Fire Equipment, Inc.	\$4,494.75
• Firecode Safety Equipment	\$5,825.50
• A Better Fire & Safety Equipment – No Response	

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Jorgensen Company, of Modesto, for citywide fire extinguisher maintenance services for an amount not to exceed \$25,000. The term of this agreement shall be for two years with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Costs will be distributed between the operating accounts dependent upon the location of the fire extinguisher.

FUNDING AVAILABLE: Funding for this activity is budgeted in the Facilities and Fleet operating accounts (10051000 & 65055000): \$25,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and JORGENSEN & SONS, INC., A California company doing business as JORGENSEN 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 Annual Fire Extinguisher Service and Repairs (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 July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the term of this Agreement for an additional one (1) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Jorgensen Company
 1536 Princeton Avenue
 Modesto, CA 95350
 Attn: Ray Baca, Manager

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. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:

JORGENSEN & SONS, INC.,
doing business as
JORGENSEN COMPANY

JANICE D. MAGDICH, City Attorney

By: _____


By: _____
Name: RAY BACA
Title: Manager

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

Funding Source: 10051000.72534
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\JorgensenCompany

CA:Rev.01.2015

Public Works Department, Facilities Services Division
 Request for Proposal, Fire Extinguisher Services
 Page 2

Schedule of Costs¹

Service Type ²	Estimated Quantity (Q)	Unit Cost (U)	Cost (Q x U)
Annual Inspections			
• 2.5# ABC	130	\$ 7. ⁰⁰ ea	\$ 910. ⁰⁰
• 5# ABC	145	\$ 7. ⁰⁰ ea	\$ 1,015. ⁰⁰
• 10# ABC	40	\$ 7. ⁰⁰ ea	\$ 280. ⁰⁰
• 20# ABC	5	\$ 7. ⁰⁰ ea	\$ 35. ⁰⁰
5 & 6 Year Service, Hydro-testing			
• 2.5# ABC	60	\$ 10. ⁰⁰	\$ 600. ⁰⁰
• 5# ABC	20	\$ 10. ⁰⁰	\$ 200. ⁰⁰
• 10# ABC	15	\$ 10. ⁰⁰	\$ 150. ⁰⁰
• Water	5	\$ 10. ⁰⁰	\$ 50. ⁰⁰
• Halon	10	\$ 10. ⁰⁰	\$ 100. ⁰⁰
• CO2	6	\$ 10. ⁰⁰	\$ 60. ⁰⁰
Dry chemical (\$/lb.)	60 lbs.	\$ 2. ⁵⁰	\$ 150. ⁰⁰
Valve Stems (\$ ea)	5	\$ 10. ⁰⁰	\$ 50. ⁰⁰
Gauges (\$ ea.)	5	\$ 10. ⁰⁰	\$ 50. ⁰⁰
Service Call (if charged ³)	—	\$ 0	\$ 0
Total Cost			\$ 3,650

Notes:

- Actual quantities may vary.
- Service unit cost to include tags, seals, pull pins, and o-rings, as needed.
- If more than one service call is charged, indicate quantity, unit cost and cost.

Not To Exceed \$25,000.00

OPTION TO RENEW:

Should the City of Lodi choose to exercise a service contract extension, our firm agrees to provide service for one year for a mutually agreed upon price.

Initial: LCB

Please return this form signed and dated if interested by **Monday May 18th**, by 5:00 p.m. (fax or mail) with your firm's quote to perform this work. List any additional exclusions/additions at the bottom of this form.

Firm: Jorgensen Co. Representative (print name): Ray Pace
 Date: 5-11-15 Signature: _____

Additional Exclusions:



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

- (c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR FIRE EXTINGUISHER MAINTENANCE FOR CITY FACILITIES AND VEHICLES, AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, staff requested written quotes from four local fire extinguisher maintenance service companies, and the results are as follows:

Jorgensen Company	\$3,650.00
Butch Young Fire Equipment, Inc.	\$4,494.75
Firecode Safety Equipment	\$5,825.50
A Better Fire & Safety Equipment	No Response

WHEREAS, Jorgensen Company was the lowest quote received; and

WHEREAS, staff recommends awarding the Professional Services Agreement to Jorgensen Company, in an amount not to exceed \$25,000 for the two year period; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for fire extinguisher maintenance for City facilities and vehicles with Jorgensen Company, of Modesto, California, in an amount not to exceed \$25,000 for the two-year period; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Two-Year Professional Services Agreement with Munoz Roofing, Inc., of Acampo, for Citywide Roofing Repairs and Authorizing Public Works Director to Execute a One-year Extension (\$40,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute two-year Professional Services Agreement with Munoz Roofing, Inc., for citywide roofing repairs and authorizing Public Works Director to execute a one-year extension, in the amount of \$40,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from three local roofing companies (Munoz Roofing, Inc., Baker Roofing, Roof Rangers) for citywide on-call roofing repair services on City facilities.

The City maintains numerous buildings with varying roof ages and repair needs. An on-call agreement allows staff to obtain timely repair services as needed.

Staff received written quotes from three local roofing companies with Munoz Roofing, Inc. being the lowest quote. Quotes are based on the lowest hourly rate and percent mark-up on parts and materials.

Staff recommends Council adopt a resolution authorizing the City Manager to execute a two-year Professional Services Agreement with Munoz Roofing, Inc., for citywide on-call roofing repair services on City facilities for an amount not to exceed \$40,000. The term of this agreement shall be for two years with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Costs will be distributed to the division operating account dependent upon the location of the repairs.

FUNDING AVAILABLE: Funding availability for this activity is budgeted in the following operating accounts (10051000, 20071402, 20072202): \$40,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MUNOZ ROOFING, INC., A California Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Citywide Roof Repairs (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 July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 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: John Munoz

To CONTRACTOR: Munoz Roofing, Inc.
 PO Box 691
 Acampo, CA 95220
 Attn: Sal Munoz

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

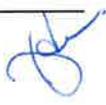
ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

MUNOZ ROOFING, INC., a California Corporation

By: _____


By: _____
Name: SALVADOR G. MUNOZ
Title: President

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

Funding Source: 10051000.72534
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\MunozRoofing

CA:Rev.01.2015



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Facilities Supervisor
Date: 2015
Subject: Requirements to Award Successful

Must abide by the Contractor Registration Law (SB 854) Go to <http://www.dir.ca.gov/Public-Works/Public-Works.html> for more information

Please fill in the blanks and include any additional costs in your quote to "obtain" these 4 items below as they will be required once the Successful Quote is awarded and before any work can begin:

Company Name: Munoz Roofing Inc Date: 4/16/2015
Address: PO Box 691, Acampo CA 95220
Contractor's License No.: 876239
Labor Rate: 75⁰⁰/hr (must be prevailing wages)
Overtime Rate: 115⁰⁰/hr
Parts and materials plus 20% % markup
Truck charge: -0-
Call out minimum: 3 hours (hours)
Other: _____ (be specific)

1. Insurance requirements per the attached exhibit
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

Not To Exceed \$40,000.00

Customer's Signature: John G. Munoz
Title: President

If you have any questions please contact me.

John Munoz
Facilities Supervisor
209.333.6800 ext. 2692
209.333.6710 fax
jmunoz@lodi.gov



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Combined Single Limit
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

- (c) **Completed Operations Endorsement**
 A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.

- (d) **Limits of Coverage**
 The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

Insurance Requirements for Contractor (continued)

- (e) **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.
- (f) **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.
- (g) **Continuity of Coverage**
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, 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.
- (h) **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 and 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.
- (i) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MUNOZ ROOFING, INC., FOR CITYWIDE ROOFING REPAIRS ON CITY FACILITIES AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, the City maintains numerous buildings with repair needs, and an on-call agreement for Citywide roofing repairs for City facilities on an as-needed basis is necessary; and

WHEREAS, in May 2015, staff requested written quotes from three local roofing companies (Munoz Roofing, Inc.; Baker Roofing; Roof Rangers) for Citywide on-call roof repair services on City facilities; and

WHEREAS, quotes are based on the lowest hourly rate and percent mark-up on parts and materials; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year Professional Services Agreement with Munoz Roofing, of Acampo, for Citywide on-call roofing repair and maintenance services on City facilities, in an amount not to exceed \$40,000; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement for Citywide roofing repairs and maintenance services on City facilities with Munoz Roofing, Inc., of Acampo, California, in an amount not to exceed \$40,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for City Facilities Heating, Ventilation and Air Conditioning Maintenance Services and Authorizing Public Works Director to Execute a One-Year Extension (\$150,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for City facilities heating, ventilation and air conditioning maintenance services and authorizing Public Works Director to execute a one-year extension, in the amount of \$150,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from three local heating, ventilation and air conditioning (HVAC) service companies for City facilities HVAC on-call maintenance and repair services.

The City operates 55 HVAC systems on its facilities with a wide range of age and system complexity. Predicting HVAC maintenance and repair needs can be very difficult as some of the systems are aging, and performance is dependent on summer and winter temperatures.

Staff received one written quote from ICR Refrigeration. Quotes are based on the lowest hourly rate and percent mark-up on parts and materials. Quotes received are shown below:

	Per Hour Rate	Overtime Per Hour Rate	Parts & Materials Markup
• ICR Refrigeration, Inc.	\$95	\$142.50	20%
• All Air, Inc. – No Response			
• Lodi Services Heat-Cooling-Solar – No Response			

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with ICR Refrigeration, of Lodi, for City facilities HVAC on-call maintenance and repair services for an amount not to exceed \$150,000. The term of this agreement shall be for two years at \$75,000 per year with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Ongoing City facilities HVAC system maintenance and repairs are necessary to maintain a comfortable working environment in City facilities and to avoid more costly system failures.

FUNDING AVAILABLE: Funding is budgeted in the Facilities Services Operating Account (10051000): \$150,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 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: Charlie Swimley, City Engineer

To CONTRACTOR: ICR Refrigeration, Inc.
 1021 Black Diamond Way
 Lodi, CA 95240
 Attn: Jeffrey Mustin

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

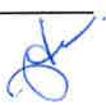
ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

ICR Refrigeration, Inc., a California Corporation

By: _____


By: _____
Name: JEFFREY MUSTIN
Title: President

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

Funding Source: 10051000.72534
(Business Unit & Account No.)

Doc ID:K:WP\PROJECTS\PSA's\2015\ICRRefrigeration

CA:Rev.01.2015

BID FORM



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: May 6, 2015
Subject: Citywide HVAC Maintenance Services on City Facilities

Please fully complete the information below:

Company Name: ICR Refrigeration, Inc. Date: 5-8-15
Address: 1021 Black Diamond Way, Lodi, CA. 95240

Contractor's License No.: 678547

Labor Rate: \$95 per hour Not To Exceed \$150,000.00

Overtime Rate: \$142.50 per hour

Parts and materials plus 20 % markup

Truck charge: None

Call out minimum: 2 hours after 5pm or before 8am (hours)

Other: One time fee for naming the City of Lodi to insurance policies. (\$1,600 fee billed upon contract approval) Covers auto/workers comp/liability insurances

Items required upon award of contract:

- 1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.
5. Registered with the Department of Industrial Relations.

Customer's Signature: [Handwritten Signature]

Title: Owner



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

1. **COMPREHENSIVE GENERAL LIABILITY**
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.
- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

- (c) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR HEATING, VENTILATION AND AIR CONDITIONING MAINTENANCE SERVICES ON CITY FACILITIES AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, in May 2015, staff requested written quotes for City facilities HVAC on-call maintenance and repair services and received the following quotes:

	Per Hour Rate	Overtime Per Hour Rate	Parts & Materials Markup
ICR Refrigeration, Inc.	\$ 95	\$ 142.50	20%
All Air, Inc.	No Response		
Lodi Services Heat-Cooling-Solar	No Response		

WHEREAS, ICR Refrigeration, Inc., was the only quote received; and

WHEREAS, quotes are based on the lowest hourly rate and percent mark-up on parts and materials; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year agreement with ICR Refrigeration, Inc., in an amount not to exceed \$150,000 (\$75,000 per year); and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement for heating, ventilation and air conditioning maintenance services on City facilities with ICR Refrigeration, Inc., of Lodi, California, in an amount not to exceed \$150,000 (\$75,000 per year); and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with A&A Electric, of Acampo, for City Facilities Electrical Repairs and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Professional Services Agreement with A&A Electric, of Acampo, for City facilities electrical repairs and authorizing Public Works Director to execute a one-year extension, in the amount of \$30,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from three local electrical companies for City facilities electrical repair services.

City facilities have varying electrical maintenance and repair needs. An on-call agreement allows staff to obtain timely repair services as needed.

Staff received written quotes from three local electrical companies with A&A Electric being the lowest quote. Quotes are based on the lowest hourly rate and percent mark-up on parts and materials. Quotes received are shown below:

	<u>Per Hour Rate</u>	<u>Overtime Per Hour Rate</u>	<u>Parts & Materials Markup</u>
• A&A Electric	\$70	\$100	20%
• SunRidge Electric	\$110	\$150	15%
• 3D Electric – No Response			

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with A&A Electric, of Acampo, for City facilities on-call electrical repair services for an amount not to exceed \$30,000. The term of this agreement shall be for two years with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Costs will be distributed to the division operating account dependent upon the location of the repairs.

FUNDING AVAILABLE: Funding availability for this activity is budgeted in the following operating accounts (10051000, 20071402, 20072202): \$30,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and AGANS & AGANS, INC., a California Corporation, doing business as A&A ELECTRIC (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 Citywide Electrical Needs (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 July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 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: John Munoz

To CONTRACTOR: Agans & Agans, Inc.
 DBA: A&A Electric
 PO Box 706
 Acampo, CA 95220

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. FERRAIOLA
City Clerk

STEPHEN SCHWABAUER
City Manager

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

AGANS & AGANS, INC., doing business as
A&A ELECTRIC

By: _____


By: _____
Name: PAUL AGANS
Title: President

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

**Funding Source: 10051000.72534
(Business Unit & Account No.)**

Doc ID:K:\WP\PROJECTS\PSA's\2015\A&AElectric

CA:Rev.01.2015



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Facilities Supervisor
Date: 2015
Subject: Requirements to Award Successful

Must abide by the Contractor Registration Law (SB 854) Go to <http://www.dir.ca.gov/Public-Works/Public Works.html> for more information

Please fill in the blanks and include any additional costs in your quote to "obtain" these 4 items below as they will be required **once the Successful Quote is awarded** and before any work can begin:

Company Name: Agans + Agans Lnc. DBA: A + A Electric Date: 4/22/15
Address: P.O. Box 706 / Acampo, Ca. 95220
Contractor's License No.: 988801
Labor Rate: \$ 70.00 hr. (must be prevailing wages)
Overtime Rate: \$ 100. hr.
Parts and materials plus 20 % markup
Truck charge: 0
Call out minimum: 1 hr. (hours)
Other: _____ (be specific)

- 1. Insurance requirements per the attached exhibit
- 2. **Workers' compensation insurance coverage.**
- 3. **City of Lodi business license.**
- 4. **W-9 form per current IRS requirements.**

Not To Exceed \$30,000.00

Customer's Signature: _____

Title: owner / President

If you have any questions please contact me.

John Munoz
Facilities Supervisor
209.333.6800 ext. 2692
209.333.6710 fax
jmunoz@lodi.gov



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

- (c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR ELECTRICAL REPAIR SERVICES AT CITY FACILITIES AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, in May 2015, staff requested written quotes for City facilities electrical repair services and received the following quotes:

	<u>Per Hour Rate</u>	<u>Overtime Per Hour Rate</u>	<u>Parts & Materials Markup</u>
A & A Electric	\$ 70	\$ 100	20%
SunRidge Electric	\$110	\$ 150	15%
3D Electric	No Response		

WHEREAS, A & A Electric was the lowest quote received; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with A & A Electric, in an amount not to exceed \$30,000 for a two-year period; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for electrical repair services at City facilities with A & A Electric, of Acampo, California, in an amount not to exceed \$30,000 for a two-year period; and

BE IT FURTHER RESOLVED, that the Public Works Director is hereby authorized to execute a one-year extension to the contract if in the best interests of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Service 1st Overhead Door, of Acampo, for City Facilities Roll-Up Door and Gate Repairs and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Professional Services Agreement with Service 1st Overhead Door, of Acampo for City facilities roll-up door and gate repairs and authorizing Public Works Director to execute a one-year extension, in the amount of \$30,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from three local door and gate repair companies for City facilities roll-up door and gate repair services.

The City maintains numerous roll-up doors and automatic gates at multiple City facilities with the majority of them located at the Police Building and the Fire Stations. An on-call agreement allows staff to obtain timely, as needed repair services. The agreement will be based on an hourly rate plus parts and an agreed upon markup rate.

Staff received written quotes from three local door and gate repair companies with Service 1st Overhead Door being the lowest quote. Quotes are based on the lowest hourly rate and percent mark-up on parts and materials. Quotes received are shown below:

	Per Hour Rate	Overtime Per Hour Rate	Parts & Materials Markup
• Service 1 st Overhead Door	\$95	\$140	5%
• R & S Erection of Stockton Inc.	\$95	\$140	20%
• Overhead Door of Stockton	\$130	\$168	10%

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Service 1st Overhead Door for Citywide roll-up door and gate repair services at City facilities for an amount not to exceed \$30,000. The term of this agreement shall be for two years with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Ongoing maintenance and repairs may prevent costly door and gate replacements.

FUNDING AVAILABLE: Funding availability for this activity is budgeted in the Facilities operating account (10051000): \$30,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and S R V CONSTRUCTION, INC., a California Corporation, doing business as, SERVICE 1ST OVERHEAD DOOR (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 Citywide Roll-Up Door Repairs (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 July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 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: John Munoz

To CONTRACTOR: Service 1st Overhead Door
 Attn: Adam Vallerga
 2627 E. Forest Lake Road
 Acampo, CA 95220

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.

ATTEST: CITY OF LODI, a municipal corporation

JENNIFER M. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

S R V CONSTRUCTION, INC., dba
SERVICE 1ST OVERHEAD DOOR

By: _____



By: _____

Name: ADAM VALLERGA
Title: President

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

Funding Source: 10051000.72534
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\ServiceFirst

CA:Rev.01.2015



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Facilities Supervisor
Date: 2015
Subject: Requirements to Award Successful

Must abide by the Contractor Registration Law (SB 854) Go to <http://www.dir.ca.gov/Public-Works/Public-Works.html> for more information

Please fill in the blanks and include any additional costs in your quote to "obtain" these 4 items below as they will be required once the Successful Quote is awarded and before any work can begin:

Company Name: SERVILE 1ST OVERHEAD DOOR Date: 04/23/15
Address: 2627 E FOREST LAKE RD. ACAMPO CA, 95220
Contractor's License No.: 379216
Labor Rate: \$95.00 / HR (must be prevailing wages)
Overtime Rate: \$140.00 / HR
Parts and materials plus 5 % markup
Truck charge: NONE
Call out minimum: 1 HOUR (hours)
Other: _____ (be specific)

- 1. Insurance requirements per the attached exhibit
- 2. Workers' compensation insurance coverage.
- 3. City of Lodi business license.
- 4. W-9 form per current IRS requirements.

Not to Exceed \$30,000.00

Customer's Signature: [Signature] ADAM VALERGA
Title: OWNER

If you have any questions please contact me.

John Munoz
Facilities Supervisor
209.333.6800 ext. 2692
209.333.6710 fax
jmunoz@lodi.gov



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

- (c) **Limits of Coverage**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) **Qualified Insurer(s)**
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR ROLL-UP DOOR AND GATE REPAIRS ON CITY FACILITIES AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, in May 2015, staff requested written quotes for City facilities roll-up door and gate repairs and received the following quotes:

	<u>Per Hour Rate</u>	<u>Overtime Per Hour Rate</u>	<u>Parts & Materials Markup</u>
Service 1 st Overhead Door	\$ 95	\$140	5%
R & S Erection of Stockton, Inc.	\$ 95	\$140	20%
Overhead Door of Stockton	\$130	\$168	10%

WHEREAS, Service 1st Overhead Door was the lowest quote received; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a two-year Professional Services Agreement with Service 1st Overhead Door, of Acampo, in an amount not to exceed \$30,000; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a two-year Professional Services Agreement for roll-up door and gate repairs on City facilities with Service 1st Overhead Door, of Acampo, California, in an amount not to exceed \$30,000; and

BE IT FURTHER RESOLVED, that the Public Works Director is hereby authorized to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with ABC Plumbing, Heating and Air Conditioning, of Lodi, for City Facilities Plumbing Repair Services and Authorizing Public Works Director to Execute a One-Year Extension (\$30,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute a two-year Professional Services Agreement with ABC Plumbing, Heating and Air Conditioning, of Lodi, for City facilities plumbing repair services and authorizing Public Works Director to execute a one-year extension, in the amount of \$30,000.

BACKGROUND INFORMATION: In May 2015, staff requested written quotes from three local plumbing service companies for City facilities on-call plumbing repair services.

The City maintains over 400,000 square feet of buildings with varying plumbing repair needs that often are outside the expertise and scope of work performed by the Facilities Division staff. An on-call agreement allows timely response to plumbing repairs as they arise at the various City facilities.

Staff received written quotes from three local plumbing service companies with ABC Plumbing, Heating and Air Conditioning being the lowest quote. Quotes are based on the lowest hourly rate and percent mark-up on parts and materials. Quotes received are shown below:

	<u>Per Hour Rate</u>	<u>Overtime Per Hour Rate</u>	<u>Parts & Materials Markup</u>
• ABC Plumbing, Heating & Air Conditioning	\$93	\$139.50	45%
• Henderson Brothers	\$160	\$199.00	30%
• SJRRSS, Inc., DBA Roto Rooter	\$220	\$280.00	30%

Staff recommends Council adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with ABC Plumbing, Heating and Air Conditioning for City facilities on-call plumbing repair services for an amount not to exceed \$30,000 in two years. The term of this agreement shall be for two years with an option authorizing the Public Works Director to extend for one additional year.

FISCAL IMPACT: Costs will be assigned to the division operating account depending upon the location of the repairs.

FUNDING AVAILABLE: Funding is budgeted in the operating accounts 10051000, 20071402, and 20072202: \$30,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and J W CARROLL ENTERPRICES INC., a California Corporation doing business as, ABC PLUMBING, HEATING & AIR CONDITIONING (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 Citywide Plumbing Repairs (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 July 1, 2015 and terminates upon the completion of the Scope of Services or on June 30, 2017, 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 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: John Munoz

To CONTRACTOR: ABC Plumbing, Heating & Air Conditioning
 PO Box 2398
 Lodi, CA 95241
 Attn: J.W. Carroll

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. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

J W CARROLL ENTERPRISES INC., dba
ABC PLUMBING, HEATING & AIR
CONDITIONING

By: _____


By: _____
Name: J.W. CARROLL
Title: President

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

Funding Source: 10051000.72534
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2015\ABCPlumbing

CA:Rev.01.2015

MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Facilities Supervisor
Date: 2015
Subject: Requirements to Award Successful

Must abide by the Contractor Registration Law (SB 854) Go to <http://www.dlr.ca.gov/Public-Works/Public-Works.html> for more Information

Please fill in the blanks and include any additional costs in your quote to "obtain" these 4 items below as they will be required once the Successful Quote is awarded and before any work can begin:

Company Name: ABC Plumbing, Heating & Air Conditioning Date: 05/06/2015 _____

Address: P.O. Box 2398 Lodi, CA 95241 _____

Contractor's License No.: 742706 _____

Labor Rate: \$93.00 _____ (must be prevailing wages)

Overtime Rate: \$139.50 _____

Parts and materials plus 45 _____ % markup Not To Exceed \$30,000.00

Truck charge: 0 _____

Call out minimum: 1 hour _____ (hours)

Other: Please see our price list _____ (be specific)

1. Insurance requirements per the attached exhibit
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

Customer's Signature: _____

Title: President President

If you have any questions please contact me.

John Munoz
Facilities Supervisor
209.333.6800 ext. 2692
209.333.6710 fax
jmunoz@lodi.gov
JM/pjt



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

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

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

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

Insurance Requirements for Contractor (continued)

(c) **Limits of Coverage**

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(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.

(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.

(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 and 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) **Qualified Insurer(s)**

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT FOR PLUMBING SERVICES AT CITY FACILITIES AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A ONE-YEAR EXTENSION

WHEREAS, in May 2015, staff requested written quotes for City facilities plumbing repair services and received the following quotes:

	<u>Per Hour Rate</u>	<u>Overtime Per Hour Rate</u>	<u>Parts & Materials Markup</u>
ABC Plumbing, Heating & Air Conditioning	\$ 93	\$ 139.50	45%
Henderson Brothers	\$160	\$ 199.00	30%
SJRRSS, Inc., dba Roto Rooter	\$220	\$ 280.00	30%

WHEREAS, ABC Plumbing, Heating and Air Conditioning was the lowest quote received; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with ABC Plumbing, Heating and Air Conditioning, in an amount not to exceed \$30,000 for a two-year period; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for plumbing services at City facilities with ABC Plumbing, Heating and Air Conditioning, of Lodi, California, in an amount not to exceed \$30,000 for a two-year period; and

BE IT FURTHER RESOLVED, that the Public Works Director is hereby authorized to execute a one-year extension to the contract if in the best interest of the City to do so, and on the same terms and conditions set forth in the contract.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services Inc., of Rancho Cordova, for On Call Environmental Services and Appropriating Funds (\$15,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for on-call environmental services and appropriating funds in the amount of \$15,000.

BACKGROUND INFORMATION: On April 17, 2013, City Council approved a Professional Services Agreement (PSA) with Stantec Consulting Services, Inc., (Stantec) to provide groundwater monitoring and reporting services for the Central, Western, and Southern plumes for a two-year term with a two-year extension option. On August 7, 2013, City Council approved Amendment No. 1 to include in the scope of work provisions for well maintenance and repair, replacement of sample bag support harnesses, updating GeoTracker information for older wells being added to the monitoring program, and other miscellaneous services related to the monitoring and reporting program.

On August 20, 2014, City Council approved Amendment No. 2 expanding the scope of work to include well head maintenance and repair for 15 existing Western and Southern plume wells, and the sampling program for the Central Plume System Closure Work Plan.

On April 14, 2015, City Manager approved the final two-year extension to the PSA extending the term to May 25, 2017 under the payment terms previously approved by the City Council.

Amendment No. 3 to the Stantec PSA is provided as Attachment 1. The scope of services extends into the third year of the PSA and includes: responding to Central Valley Regional Water Quality Control Board and San Joaquin County requests, on-call environmental services related to other City cleanup activities, deployment of passive diffusion bags at monitoring wells, and other City-requested out-of-scope services. These services are provided on a time-and-material basis at a total cost not to exceed \$15,000.

Staff recommends approving the amendment presented in Attachment 1.

FISCAL IMPACT: Costs are funded by PCE/TCE Cleanup Funds.

FUNDING AVAILABLE: Requested Appropriation: PCE/TCE Cleanup Funds (185): \$15,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/jr
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 3

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, Amendment No. 1 on August 20, 2013, and Amendment No. 2 on September 3, 2014 as set forth in Exhibits 1, 1A, and 1B respectively (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 3 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3, as Exhibits 1, 1A, 1B and 3, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 3 on _____, 2015.

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

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"

STEPHEN SCHWABAUER
City Manager

Name: Gary Haeck
Title: Managing Senior Geologist

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney





Stantec Consulting Services Inc.
3017 Kilgore Road Suite 100, Rancho Cordova CA 95670-6150

May 27, 2015
File: 185703090

Attention: Mr. F. Wally Sandelin, Director
City of Lodi Public Works Department
221 West Pine Street
Lodi, California 95240

Dear Mr. Sandelin,,

**Reference: Request for Contract Amendment No. 3
On-Call Environmental Services
Central, Western, and Southern Plume
Groundwater Monitoring and Reporting Services Project
Lodi, California.**

At the direction of the City of Lodi (the City), Stantec Consulting Services Inc. (Stantec) submits this request for Contract Amendment Number 3 to the April 30, 2013 Agreement for Consulting Services to fund necessary and related out-of-scope, on-call environmental services for the above-referenced project. Amendment No. 3 provides funding to complete on-call services not included in the scope of work for the Groundwater Monitoring and Reporting Services project (Project).

BACKGROUND

The Project was most recently contracted under the April 30, 2013 *Agreement for Consulting Services* (Contract) for the two-year period from second quarter 2013 through first quarter 2015. The Contract included a provision for an optional two-year extension (second quarter 2015 through first quarter 2017), which the City extended on April 14, 2015. The Contract included a limited scope of work consisting of collecting groundwater samples, depth-to-water measurements, and submission of groundwater reports. Completion of Project work often requires additional services as requested by the City that were not included in the approved budget. Costs for such out-of-scope work is tracked by a separate Project task, Task 5 - Out-of-scope Work, and invoiced under Task 5 within the regular monthly invoices. A generalized description of the scope of services to be completed under Task 5, Out-of-scope Work, is provided below.

SCOPE OF SERVICES

Based on project history, Regional Board requests for additional work, San Joaquin County requests for information, and out-of-scope work previously requested by the City, a variety of out-of-scope work will be required to keep the project on track and compliant with Regional Board requirements.



May 27, 2015

Attention: Mr. F. Wally Sandelin, Director

Page 2 of 3

Reference: Request for Contract Amendment No. 3

Necessary out-of-scope work would include but is not limited to the following.

- Ongoing well maintenance and repairs, as well as well-box replacements as needed on the current Central, Western, and Southern Plumes monitoring well network of 71 monitoring wells.
- Procurement of required permits and coordination with San Joaquin County to complete the above work and coordinate county-required inspections of completed work.
- Ongoing evaluation and replacement of passive diffusion bag (PDB) suspension tethers as needed to insure sample integrity and correct deployment depths.
- Continued coordination with the City's engineering staff in connection with issues associated with the repair of monitoring well casings on nested well NMW-1A,B,C.
- Procurement and deployment of new PDB harnesses needed for Central Plume nested wells NMW-1A,B,C to insure sample integrity, correct deployment depth, and compliance with Regional Board requirements for the sampling program.
- Coordination with City engineering staff and its well installation contractor and surveyor to obtain correctly formatted survey data for well NMW-1A,B,C and upload GeoTracker-compliant survey data to the GeoTracker database system.
- Additional unanticipated out-of-scope work as requested by the City.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing similar out-of-scope work on the Project from 2009 through 2015. Stantec estimates a time and materials budget of \$15,000.00 for the above scope of work during second quarter 2015 through first quarter 2016.

Stantec will perform these services in the most cost efficient manner possible. Additional out-of-scope work may be required and additional out-of-scope services may be requested by the City. As discussed above, Stantec will establish a separate Out-of-scope Work task (Task 5) and track and invoice costs for services outlined above under Task 5 in regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the April 30, 2013 *Agreement for Consulting Services* and the attached rate sheet. Stantec will perform the services on a mutually agreeable schedule as dictated by the evolution of the project and the City's needs.



May 27, 2015

Attention: Mr. F. Wally Sandelin, Director

Page 3 of 3

Reference: Request for Contract Amendment No. 3

Please contact Gary Haeck if you have any questions.

Sincerely,

Stantec Consulting Services, Inc.

Sandra Pimienta, P.G.
Senior Geologist

Gary D. Haeck, Ph.D., P.G.
Managing Senior Geologist
Phone: (916) 384-0768
Fax: (916) 861-0430
Gary.Haeck@stantec.com

Attachments: Task Order Number 7
Rate Schedule

gdh c:\users\gary_haeck\documents\work\lodi m&s ammendment #3 2016-17 scope of services.docx

**RATE SCHEDULE
ENVIRONMENTAL PRACTICE AREA**

STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS
(Page 1 of 3)

Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

LEVEL	HRLY RATE	DESCRIPTION
1 2 3	\$52 \$59 \$65	Generally Not applicable to the Southern California Market <ul style="list-style-type: none"> • May on occasion be appropriate for intern and clerical support.
4 5 6	\$72 \$80 \$87	Clerical, Interns, & Field/Lab Techs <ul style="list-style-type: none"> • Assists Office Administrators, Engineers, Designers, and field staff with clerical and routine entry level tasks.
7 8 9	\$95 \$104 \$113	Junior-level position, Administrative, <ul style="list-style-type: none"> • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Recent graduate from an appropriate post-secondary program or equivalent.
10 11 12	\$122 \$133 \$144	Professional level positions <ul style="list-style-type: none"> • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Provides applied professional knowledge and initiative in planning and coordinating work programs
13 14 15	\$156 \$167 \$177	Highly-specialized technical professional or project supervisor <ul style="list-style-type: none"> • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including work methods, and financial controls associated with projects • Decisions accepted as technically accurate • Reviews and evaluates technical work
16 17	\$196 \$231	Senior level consultant or management function <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects
18 19	\$272 \$357	Senior level management position <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans/approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS
(Page 2 of 3)

Other Direct Disbursements:

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	Actual Cost +10%
Travel/Per Diem	Actual Cost +10%
Per Diem	\$ 150/day
Capital Purchases and Expendable Materials	Actual Cost +10%
Postage and Shipping	Actual Cost +10%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$45/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$15/each
Bailer – Quick E-Bailer System	\$85/day
Bailer – Reusable	\$20/day
Drum – 55 Gallons	\$55/each
Digital Camera	\$25/day
Draeger Sampler (tubes not included)	\$30/day
Field Communication – Two-Way Radio	\$20/day
Field Computer	\$25/day
Field Test Kit – Groundwater	\$55/each
Field Test Kit – Soil	\$55/each
Field Test Kit – SVE	\$55/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$125/day
Field Vehicle – Sampling Truck	\$250/day
Field Vehicle – Truck/Van	\$150/day
Flame Ionization Detector (FID)	\$130/day
Generator	\$60/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$15/pair
Gloves – Colored Nitrile	\$0.25/pair
Gloves – Kevlar Under Glove	\$5.00/pair
H&S – Level B Safety Equipment	\$165/day
H&S – Level C Safety Equipment	\$85/day
H&S – Level D Safety Equipment	\$50/day
H&S – Traffic Control Equipment	\$55/day
Hand Auger	\$30/day
Large Equipment & System – Caterpillar D4 Bulldozer	\$250/day
Large Equipment & Systems – Dual Phase Extraction Treatment (DPET)	\$200/day
Large Equipment & Systems – Soil Vapor Extraction System	\$100/day
Low Flow Purge/Sampling System	\$80/day
Meter – Oil/Water Interface	\$55/day
Meter – Anemometer	\$25/day
Meter – CO	\$65/day
Meter – Data Logger	\$140/day
Meter – Dissolved Oxygen	\$65/day
Meter – DO/ORP/Temp/Conductivity	\$100/day
Meter – Dosimeter	\$45/day
Meter – Ferrous Iron	\$5/day

STANTEC 2013 SCHEDULE OF HOURLY RATES AND DISBURSEMENTS
(Page 3 of 3)

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Flow	\$30/day
Meter – H2S Detector	\$80/day
Meter – LEL/O2	\$80/day
Meter – Magnehelic (Gauge)	\$35/day
Meter – Magnetometer	\$50/day
Meter – Manometer	\$25/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$45/day
Meter – Multimeter	\$110/day
Meter – O2/CO2	\$110/day
Meter – ORP	\$25/day
Meter – Other	quote/day
Meter – Ozone	\$25/day
Meter – pH/Temp/Conductivity	\$25/day
Meter – Turbidity	\$70/day
Meter – Dust Monitor	\$120/day
Meter – Velocity	\$25/day
Meter – Water Level Indicator	\$30/day
Photoionization Detector (PID)	\$110/day
Pressure Washer	\$25/day
Pump – Air Sampling	\$45/day
Pump – Centrifugal	\$50/day
Pump – Groundwater Sampling	\$110/day
Pump – Peristaltic	\$50/day
Pump - Trash	\$35/day
Pump – Well Sampling	\$25/day
Pump – Well Sampling/Purge	\$45/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$10/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$10/each
Survey Equipment – GPS	\$150/day
Survey Equipment – Laser Plane Level & Receiver	\$200/day
Transducer	\$30/each
Tedlar Bag	\$15/each

AGREEMENT FOR CONSULTING SERVICES**ARTICLE 1
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on April 30, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**ARTICLE 2
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents 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 CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

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

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT 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 CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

Section 2.6 Term

This Agreement shall begin on May 26, 2013 and terminate on May 25, 2015. City shall have an option to extend this Agreement for an additional two years on the same terms as set forth herein by giving CONSULTANT written notice 30 days prior to the expiration of the initial term.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

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

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, 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 and such invoices shall be paid within thirty (30) days of receipt by the City.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT 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, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants 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 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents. The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 4.3 No Personal Liability

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

Section 4.4 Responsibility of CITY

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

Section 4.5 Insurance Requirements for CONSULTANT

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

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at

the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

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 court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 F. Wally Sandelin, Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: Stantec Consulting Corporation
 Jim Grasty, Principal
 3017 Kilgore Road, Ste. 100
 Rancho Cordova, CA 95670

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT 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, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT 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 CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

Section 4.13 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 4.14 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.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court-proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

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 Authority

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

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

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

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

CITY OF LODI, a municipal corporation

ATTEST:

By: 
RANDI JOHL
City Clerk

By: 
KONRADT BARTLAM
City Manager

APPROVED AS TO FORM:

By: 
D. STEPHEN SCHWABAUER
City Attorney

STANTEC CONSULTING CORPORATION

By: 
JIM GRASTY
Its: Managing Principal

Dated: 4/30/13

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Fee Proposal
- Exhibit C – Insurance Requirements

SCOPE OF SERVICES

To complete the Scope of Services, Stantec proposes the following tasks:

Task 1: Project Management and Preparation of Health and Safety Plan

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

Task 1 – Project Management and Preparation of Health and Safety Plan

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when requested). Our services also include attending a kickoff meeting and quarterly project meetings. All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will perform necessary coordination 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 sampled by the City's Water Division.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared 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). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and potential subcontractor information. The field staff and any potential contractors will review and sign the HASP before beginning field operations at the site.

Task 2 – Monitoring and Sampling

Monitoring and sampling will be conducted for two years, beginning second quarter 2013 and extending through the first quarter 2015. Monitoring and sampling activities will continue to be conducted at Central Plume wells in accordance with MRP Order No. R5-2008-0813. In addition, existing and proposed monitoring wells associated with the Western and Southern Plumes will also be monitored and sampled in accordance with the MRP and RFP Exhibits A through D. Sampling of the Western and Southern plume monitoring wells is scheduled to begin third quarter 2013. These additional wells are identified in Treadwell and Rollo's (T&R) February 1, 2011 *Groundwater Monitoring Program Plan for the Western and Southern Plume Areas* (RFP Exhibit B) and subsequent T&R documents.



Per MRP Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Per the RFP and Exhibit B of the RFP, depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (73) and recorded on Stantec's *Groundwater Gauging Form* and *Groundwater Sampling Form for Passive Diffusion Bags* (Examples of these forms are included in the sample report included as Appendix B). It is noteworthy that the RFP indicates groundwater samples will be collected quarterly from 74 wells. Per the MRP and RFP Exhibit B, the total number of wells in the program will be 73; well MW-19 (listed in Table 5 of Exhibit B) was already included in the Central Plume program as a gauge only well. Wells to be sampled each quarter (beginning third quarter 2013) include 41 quarterly, 49 semi-annually, and 69 annually in accordance with the schedule presented below.

SAMPLING FREQUENCY ¹			
	Quarterly	Semi-annually ²	Annually ³
Central Plume Wells	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D
Western Plume Wells ⁴	WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D	MW-11	
Southern Plume Wells ⁴	OS-2, SA-09, SA-10, SMW-1A, SMW-1B	SA-03, SA-06, SA-07,	MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08
Total Wells Sampled	41	49	69
<p>1 All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater.</p> <p>2 Wells shall be sampled semi-annually during the first and third quarters.</p> <p>3 Wells shall be sampled annually during the third quarter.</p> <p>4 Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013.</p>			

The table above is modified from the MRP and includes information from the monitoring program outlined in Tables 4 and 5 of RFP Exhibit B to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval to provide adequate time to equilibrate. Typically, the PDBs to be collected in a given quarter will be deployed during the previous quarterly monitoring and sampling event. The PDB deployment depths for Central Plume wells will continue at the same depths as the last four years and the deployment depths for the Western and Southern Plumes will be based on Tables 4 and 5 of RFP Exhibit B. The City currently uses 18-inch length sample bags (variable diameters are available). Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB samplers can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits (minimum ten percent duplicates) is employed to maximize reproducibility of analyte concentrations within the three containers and duplicates. The samples are immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a

Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment.

California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, other relevant information, and if a duplicate was collected from the well are recorded on Stantec's *Groundwater Sampling Form for Passive Diffusion Bags*. Depth-to-groundwater is measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval. For costing purposes, Stantec will assume the same level of effort and accessibility to the Western and Southern Plumes wells as has been required during completion of the Central Plume program. Stantec will also assume that any needed access agreements are in place with the owners of the property where the Western and Southern Plume wells are located. Preliminary review of the SA and OS series well locations appear to indicate they are located on private property.

Task 3 – Analytical Program and Quality Assurance/Quality Control

The analytical program will be completed in accordance with MRP Order No. R5-2008-0813. Samples 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 an 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

Quality assurance and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples retrieved are analyzed as QA/QC duplicate samples and one trip blank per cooler is also analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water within the PDB sampler. 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.

Task 4 – Data Analysis, Reporting, and GeoTracker Submittal

Quarterly data analysis, reporting, and GeoTracker submittal will be performed for two years. Stantec currently maintains the City's EQIS chemical database containing historical analytical data for the Central Plume wells. Stantec requests that the City provide Excel files with the historical analytical and depth to groundwater data for the Western and Southern Plume wells to be added to the sampling program in third quarter 2013. These historical data will be added to the City's chemical database and are critical to proper interpretation of analyte concentration trends. Each quarter, the project's California-certified 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.

Stantec's Information Management Systems Group has prepared a document entitled *Laboratory Standard Operating Procedures*, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random ten percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another ten percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is significantly improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team determines the best applications and tools for the project dataset, which may include ArcGIS, Manifold, Surfer, Enviroinsite, etc., and which may evolve as new applications are developed. Stantec assumes that all well construction details, historical water elevation, flow, and gradient data for the Western and Southern Plume wells will be provided in Excel files for inclusion in the database and generation of the MRP-required tables. If some of these datasets are not currently available electronically, Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal.



Following the generation and QA/QC of the required tables and figures, Stantec³ scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with MRP Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and by the above prescribed submittal dates.

Historical monitoring reports for the Central Plume, submitted prior to second quarter 2009 when Stantec began preparing them, were not in full compliance with MRP requirements. There were several MRP reporting requirements omitted. Most important was Requirement (f), Page 4, which required: "A table showing historical...vertical (if applicable) flow directions and gradients." Chemicals are currently detected in four groundwater zones and vertical gradients control the migration of groundwater contaminants between the different zones. The City has previously installed ten multiple-aquifer well clusters to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and monitoring remedial methods. Stantec monitoring reports are in full compliance with the MRP and now include Table 6, *Recent and Historical Vertical Groundwater Gradient Data* and a discussion of vertical gradients.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements.

In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and EDD's of quarterly analytical data) will be submitted electronically to the State Water Board GeoTracker database system. In 2009, Stantec reviewed and summarized the City's historical Central Plume EDDs on GeoTracker for missing data. Per the City's request, Stantec worked with the previous analytical laboratory to obtain and upload missing EDDs, bringing the Central Plume site into GeoTracker compliance.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements. Stantec will provide an estimated cost to work with the City and T&R to bring these sites into compliance.

The MRP requires summaries of the remedial system performance in the quarterly and annual reports (i.e., MRP Reporting Requirements [i] and [j] and Annual Reporting Requirement [e]). Stantec will continue to work with the City's current remedial consultant that operates the soil vapor extraction (SVE) and groundwater extraction and treatment (GWET) systems to provide the required remedial summary in the quarterly and annual monitoring reports.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal can provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and GIS so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.

**City of Lodi
2013-2015
Monitoring, Sampling, and Reporting Services
Time and Materials
Estimated Budget**

CLASSIFICATION	UNITS	RATE	Quarterly Project Management		2nd Qtr 2013 Monitoring & Sampling & Analytical		2nd Qtr 2013 Data Analysis, Reporting, & Geotracker		Remaining Qtrs Monitoring, Sampling & Analytical		Remaining Qtrs Data Analysis, Reporting, & Geotracker		TOTAL ESTIMATED FEES
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	
STANTEC LABOR													
Senior (Billing Level 14)	Hour	\$167	6	\$1,002	2	\$334	9	\$1,503	3	\$501	12	\$2,004	
Associate (Billing Level 10)	Hour	\$122	0	\$0	0	\$0	2	\$244	0	\$0	3	\$366	
Project (Billing Level 9)	Hour	\$113	0	\$0	0	\$0	21	\$2,373	0	\$0	22	\$2,486	
Staff (Billing Level 7)	Hour	\$95	2	\$190	2	\$190	2	\$190	3	\$285	3	\$285	
Technician III (Billing Level 6)	Hour	\$87	0	\$0	26	\$2,262	0	\$0	38	\$3,306	0	\$0	
Senior Drafter/GIS (Billing Level 8)	Hour	\$104	0	\$0	0	\$0	10	\$1,040	0	\$0	11	\$1,144	
Admin (Billing Level 5)	Hour	\$80	3	\$240	0	\$0	2.5	\$200	0	\$0	3	\$240	
LABOR COSTS (Per Qtr)				\$1,432		\$2,786		\$6,650		\$4,092		\$6,525	
STANTEC EQUIPMENT													
Water Level Meter	Day	\$30	0	\$0	2	\$60	0	\$0	3	\$90	0	\$0	
Field Vehicle	Day	\$125	0	\$0	2	\$250	0	\$0	3	\$375	0	\$0	
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	3	\$165	0	\$0	
EQUIPMENT COSTS (Per Qtr)				\$0		\$420		\$0		\$630		\$0	
REBILLABLES													
Laboratory (8260) 2nd Qtr 13	Each	\$65	0	\$0	33	\$2,145	0	\$0	0	\$0	0	\$0	
Laboratory (8260) Remaining Qtrs	Each	\$65	0	\$0	0	\$0	0	\$0	59	\$3,835	0	\$0	
Shipping/Postage	Each	\$20	1	\$20	0	\$0	0	\$0	0	\$0	0	\$0	
Mileage	Each	\$0.565	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Deionized Water Fill for PDBs	Each	\$4	0	\$0	30	\$120	0	\$0	53	\$212	0	\$0	
Diffusion sampler	Each	\$18	0	\$0	30	\$540	0	\$0	53	\$954	0	\$0	
REBILLABLES (Per Qtr)	Markup	10%		\$22		\$3,086		\$0		\$5,501		\$0	
TOTAL COST PER 1/4				\$1,454		\$6,292		\$5,550		\$10,223		\$6,525	
ESTIMATED FEE FOR YEAR 1				\$5,816		\$6,292		\$6,650	3Qtrs = \$30,669	3Qtrs = \$19,575			\$67,902
ESTIMATED FEE FOR YEAR 2: % Increase = 2.50%				\$5,961		Not Included			4Qtrs = \$57,154	4Qtrs = \$26,763			\$89,868
TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT				\$11,777		\$6,292		\$5,550	\$87,823	\$46,328			\$167,770
ESTIMATED FEE FOR YEAR 3: % Increase = 3.00%				\$6,140		Not Included			\$68,869	\$27,555			\$92,564
ESTIMATED FEE FOR YEAR 4: % Increase = 3.00%				\$6,324		Not Included			\$60,635	\$28,382			\$95,341
TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION				\$12,465		Not Included			\$119,503	\$55,937			\$187,905



EXHIBIT C

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

- | | |
|---|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence

\$1,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL LIABILITY</u>
\$1,000,000 Ea. Occurrence</p> | |

NOTE: 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.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

AMENDMENT NO. 1

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 12 day of August, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 2 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Exhibits 1 and 2, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on 8-12, 2013.

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

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"



 KONRADT BARTLAM
 City Manager



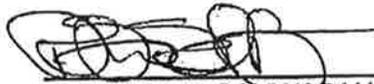
 Name:
 Title: *Managing Senior Geologist*

Attest:



 RANDI JOHL-OLSON, City Clerk

Approved as to Form:



 D. STEPHEN SCHWABAUER
 City Attorney

SCOPE OF SERVICES

Amendment No. 1

Stantec Consulting Corporation

Based on project history, Stantec's experience and current understanding of the additional monitoring wells and their sampling history, a variety of out-of scope work will be required to keep the project on track, GeoTracker compliant, present the analytical data in the best light, and keep the Regional Board satisfied. The additional monitoring wells are existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and the new proposed wells WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D, SMW-1A, and SMW-1B. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs and total depths to confirm construction. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the presence or absence and integrity of PDB suspension harnesses in the existing 15 existing Western and Southern plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project. Where present with adequate integrity, confirmation is required of the correct deployment depths for well construction and consistency with Tables 4 and 5 of Regional Board-approved Western and Southern plume monitoring and sampling program.
4. Procurement and deployment of new PDB harnesses as needed for the 15 existing Western and Southern plume wells after determining the specifications of each.
5. Procurement and deployment of new PDB harnesses for the nine (9) proposed new Western and Southern plume wells.
6. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This requires GeoTracker submittal of Field Point Names for existing and new proposed Western and Southern plume wells prior to uploading new or historical data for these wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDF for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. Depending on timing and accuracy of the original survey as well as the capability and availability of the original surveyor to produce a GeoTracker compliant survey EDF, it may be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDF. Assuming Stantec is provided a provided a

GeoTracker compliant survey EDF of the eastings, northings, and elevations for the nine (9) proposed Western and Southern plume wells these will be uploaded to GeoTracker within the existing proposed budget. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. Providing Stantec these data in electronic data would significantly reduce the cost to upload these data into the project database.

7. Depending on the installation date of the nine (9) new proposed wells, a separate PDB deployment event in advance of the first sampling event for the new and existing Western and Southern plume wells may be required. Installation of the proposed new wells may occur following the regular deployment of PDBs during normal quarterly sampling for retrieval during subsequent quarterly sampling.
8. Additional unanticipated out of scope work as requested by the City.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2013 Central Plume Monitoring/Reporting Services project. Stantec estimates a time and materials budget of \$20,000.00 for this scope of work. Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the recently contracted Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec will establish a separate Out of Scope Work/Well Maintenance Task for these services to track costs associated with the scope of work outlined above and will invoice the City with the regular monthly invoices for this project. The work will be completed in accordance with the terms and conditions of the existing *Professional Services Agreement* approved by the City Council on April 17, 2013. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

AMENDMENT NO. 2

Stantec Consulting Corporation
Professional Services Agreement

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 3rd day of ~~August~~ ^{September}, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on April 30, 2013, and Amendment No. 1 on August 12, 2013, as set forth in Exhibits 1 and 1A, respectively (attached).
2. WHEREAS, CITY requested to amend said Agreement as set forth in Exhibit 3 (attached); and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement and Amendment No. 1 as Exhibits 1, 1A and 3, respectively. All other terms shall be as set forth in the Agreement.

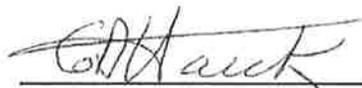
IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 2 on September 3, 2014.

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

STANTEC CONSULTING CORPORATION
Hereinabove called "CONSULTANT"



 STEPHEN SCHWABAUER
 City Manager



 Name: Gary Haeck
 Title: Managing Senior Geologist

Attest:



 JENNIFER M. ROBISON, City Clerk

Approved as to Form:



 JANICE D. MAGDICH
 City Attorney

SCOPE OF SERVICES

Amendment No. 2

Stantec Consulting Services Inc.

Based on the project history and scope of services completed under the August 12, 2013 Amendment No. 1, Stantec's understanding of Western and Southern Plume wells and their sampling history, and the recent Regional Board-requested remedial rebound evaluation sampling, a variety of out-of scope work will be required to keep the project on track, and GeoTracker-compliant. The additional Western and Southern Plume monitoring wells include existing wells MW-11, MW-16, MW-19, OS-1, OS-2, and SA-1 through SA-10 and recently installed nested wells WMW-1A,B,C; WMW-2A,B,C,D; and SMW-1A,B. The rebound sampling will evaluate potential concentration rebound in eight (8) selected Central Plume wells associated with a Board-approved work plan for remedial system shutdown. Preliminary review indicates necessary out-of-scope work would include but is not limited to the following.

1. An evaluation of the 15 existing Western and Southern plume wells for well head maintenance/repairs. Some of these wells were constructed between 1997 through 2003, available data on well installation dates for others is limited. Most of these wells have been sampled sporadically over the years.
2. Complete needed repairs and maintenance as identified in above evaluation.
3. An evaluation of the integrity of PDB suspension harnesses in existing Central Plume wells (separate from above because of potential contamination issues). Several of the PDB harnesses in Central Plume wells were simple twine with marginal integrity that warranted replacement early in the 2009 to 2013 project based on initial input from T&R/WGR. Additional evaluation is now warranted.
4. Procurement and deployment of new PDB harnesses as needed for Central Plume wells determined to warrant replacement to insure sample integrity and correct deployment depths each.
5. Update for compliance with GeoTracker requirements the necessary data for existing and proposed Western and Southern plume wells. This also requires submittal of the eastings, northings, and elevations for the existing 15 existing Western and Southern plume wells. Assuming Stantec is provided a GeoTracker compliant survey EDD for these wells, uploading these data can be performed for a nominal fee. However, the currently available surveyed coordinates for these wells cannot simply be uploaded as is to GeoTracker. It will be necessary to resurvey these well to produce a properly certified and GeoTracker compliant EDD. In addition, uploading all historical analytical groundwater data from existing Western and Southern plume wells would be required to document presumed anaerobic biodegradation of contaminants. The Regional Board may also require historical EDFs to be uploaded to GeoTracker, currently only Excel files of historical data have been provided, not EDFs for uploading to GeoTracker.
6. Additional unanticipated out of scope work as requested by the City.
7. Complete a baseline and three (3) monthly remedial-rebound monitoring and sampling events of Central Plume wells G-04, G-05, G-06, G-08, G-10, G-15A, MW-09, and extraction well EW-6 The sampling will evaluate potential concentration rebound in the Central Plume associated with the Board-approved work plan for remedial system shutdown and evaluation monitoring.

Amendment No. 2
Stantec Consulting Services Inc.

FEE AND SCHEDULE

The scope of services outlined above is based on Stantec's experience completing a similar scope of work on the 2009 to 2014 Monitoring and Reporting Services project and the associated August 12, 2013 Amendment No. 1. Stantec reviewed the costs incurred to date for Out of Scope work completed under Amendment No. 1. It was determined that much of the incurred cost to date were "Additional unanticipated out of scope work" included under Item No. 6 above. Stantec estimates a time and materials budget of \$12,000.00 for the scope of work outlined under Item No. 1 through Item No. 6 above. Based on Stantec's understanding of the Board-requested remedial system shutdown and evaluation monitoring program (Item No. 7), Stantec estimates a time and materials budget of \$7,000.00 for the remedial rebound evaluation monitoring. Stantec is therefore requesting a total estimated Amendment No. 2 budget of \$19,000.00.

Stantec will perform these services in the most cost efficient manner possible. Additional out of scope work may be required and additional out of scope services may be requested by the City. The incurred costs will be influenced by the available data, schedule, and details of services actually performed. The work is associated with the Central, Western, and Southern Plume, Ground Water Monitoring/Reporting Services Project (Stantec Project Number 185702670). Stantec previously established a separate Out of Scope Work/Well Maintenance task (Task 5) and has been tracking and invoicing associated costs under Task 5. Stantec will continue to track and invoice costs for services outlined above (Item No. 1 through Item No. 6) under Task 5 in regular monthly invoices for this project. Stantec will also establish Task 6 (Remedial Rebound Monitoring) for tracking and invoicing the cost of services associated with the remedial rebound evaluation monitoring. All work will be completed in accordance with the terms and conditions of the existing April 30, 2013 *Agreement for Consulting Service*, and the above scope of services. Stantec will perform the services on a mutually agreeable schedule with the City as dictated by the evolution of the project and the City's needs.

1. AA# _____
 2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Rebecca Areida-Yadav	5. DATE: 5/19/2015
4. DEPARTMENT/DIVISION:	Public Works	

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	590		32205	Fund Balance	\$ 5,000.00
	591		32205	Fund Balance	\$ 5,000.00
	594		32205	Fund Balance	\$ 5,000.00
B. USE OF FINANCING	590	59099000	77020	Capital Projects	\$ 5,000.00
	591	59199000	77020	Capital Projects	\$ 5,000.00
	594	59499000	77020	Capital Projects	\$ 5,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Task Order No. 7 with Stantec Consulting Services for on-call environmental services</p>

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: Attach copy of resolution to this form.

Department Head Signature: *Wasey Sanchez*

8. APPROVAL SIGNATURES	
Deputy City Manager/Internal Services Manager	Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., OF RANCHO CORDOVA, FOR GROUNDWATER MONITORING AND MONITORING WELL MAINTENANCE SERVICES, AND FURTHER APPROPRIATING FUNDS

WHEREAS, on April 17, 2013, the City Council approved a Professional Services Agreement with Stantec Consulting Services, Inc., to provide groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes. On August 7, 2013, City Council approved Amendment No. 1, and approved Amendment No. 2 on September 3, 2014, to provide additional maintenance, repair and monitoring services; and

WHEREAS, Stantec has been providing related services to the City for the past five years with excellent results; and

WHEREAS, based on the City's prior experience with the monitoring and reporting program, it is prudent to include in the scope of work well maintenance which includes: responding to Central Valley Regional Water Quality Control Board and San Joaquin County requests; on-call environmental services related to other City cleanup activities; deployment of passive diffusion bags at wells; and other City-requested out-of-scope services; and

WHEREAS, staff recommends approving Amendment No. 3 to the Stantec Professional Services Agreement to provide these services on a time-and-materials basis for an amount not to exceed \$15,000 over the next 24 months or until the funds are spent, whichever occurs first.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, California, for groundwater monitoring and monitoring well maintenance services for the Central, Western and Southern plumes, in an amount not to exceed \$15,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$15,000 be appropriated from PCE/TCE Cleanup Funds.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Amend Professional Services Agreement with Adecco Staffing Services, of Stockton, to Add Laboratory Technician (\$17,000)

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt Resolution Authorizing City Manager to amend Professional Services Agreement with Adecco Staffing Services, of Stockton, to add Laboratory Technician, in the amount of \$17,000.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility needs to hire a temporary laboratory technician from Adecco Staffing Services to replace the City's laboratory technician that is out on disability leave. The temporary laboratory technician will work twenty hours per week for up to 40 weeks. Adecco Staffing Services charges \$22.42 per hour to provide the temporary worker that is paid \$15.00 per hour by Adecco.

FISCAL IMPACT: Costs are offset by the salary savings of the worker on disability leave.

FUNDING AVAILABLE: Wastewater Plant Operating Fund (53053003)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Karen D. Honer, Wastewater Plant Superintendent
FWS/KDH/kjc

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

ADECCO USA, INC.
Temporary Clerical and Information Technical (IT) Support
Professional Services Agreement

THIS CONTRACT AMENDMENT AGREEMENT NO. 1, made and entered into this _____ day of _____, 2015, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and ADECCO USA INC., hereinafter called "Contractor."

1. CONTRACT: Contractor and City, entered into a Professional Services Agreement for Temporary Clerical and Information Technical (IT) Support on July 9, 2013.
2. ADDITIONAL TASKS: Contractor and City now agree for Contractor to provide a Laboratory Technician for the White Slough Water Pollution Control Facility, as set forth in the Proposal, attached hereto as Exhibit A.
2. TERM AND TERMS: All other terms will remain as set forth in the Professional Services Agreement attached as Exhibit 1 and made a part hereof as though fully set forth herein.
3. COMPENSATION: Contractor's compensation for this Contract Amendment No. 1 shall not exceed \$17,000.

IN WITNESS WHEREOF, City and Contractor have executed Contract Amendment Agreement No. 1 on the date and year first above written.

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

ADECCO USA INC.
hereinabove called "Contractor"

STEPHEN SCHWABAUER, City Manager

Name:
Title:

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney



PRICING AGREEMENT

Confidentiality

Personal data submitted by Adecco Medical & Science Staffing, Inc. regarding its associate employees and candidates is highly confidential and for the Client's personnel use only.

Client Name (Report to): City of Lodi

Address: 1331 S Ham Lane

City: Lodi State: CA Zip: 95242

Contractor Name: Michon Bailey - Laboratory Technician

Expected Start Date: 5-4-15

Supervisor: Karen Honer

Assignment Location: White Slough Water Pollution Control Facility

Hourly Billing Rate: 22.25 Overtime Billing Rate: 33.37

Invoice Mailing Address: 1331 S Ham lane
Lodi, CA

City: Lodi State: CA Zip: 95242

Attention To: Karen Honer

Additional Terms and Conditions:

Conversion/Transfer Fee	
1-160 hrs %20	961-1440hrs %12
161-480hrs %17	1441-1921 %7
481-960 hrs %15	1921 or more free release

The undersigned acknowledges receipt and acceptance of Adecco Medical & Science Staffing, Inc.'s Terms and Conditions.

Client Name

Signature of Client's Authorized Representative

Title

Printed Name

Date

TERMS & CONDITIONS

Staffing Services. Adecco Medical & Science Staffing, Inc. ("M&S") will recruit, interview, select and hire assigned employees ("Consultants") who, in M&S's judgment, possess the qualifications you request. M&S will pay Consultants weekly for time worked as submitted on time records verified and approved by your authorized representative. M&S shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings. You acknowledge that M&S is not a health care provider, that it is a licensed staffing agency in the business of providing supplemental staffing to the medical and science industries, and you retain all professional and administrative responsibility for work performed by the Consultants.

Guarantee. If for any reason you are dissatisfied with a Consultant's qualifications and notify M&S within the first 8 hours of the assignment, you will not be charged for the hours worked by the Consultant and M&S will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with a Consultant's qualifications, performance or conduct.

Rates and Charges. M&S's standard pricing provides for emailed invoices, Web Time approval system, full M&S interview and standard M&S assessments for each Consultant at time of first assignment. Non-standard processes will result in an additional 5% added to bill rate. Further screens may be performed at additional cost. Rates reflect a cash/cash equivalent discount of 3%. M&S may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as M&S is legally required to apply to the Consultants' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Consultant. You agree that M&S may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. M&S will invoice you weekly for compensable time worked by Consultants; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date. You shall notify M&S if any positions filled under this Agreement are or become subject to a Wage Determination, federal or state prevailing wage, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act. You acknowledge that Adecco relies solely on your job descriptions in making exempt/non-exempt pay classifications, and you shall ensure that the functions and duties actually performed by Associates are accurately reflected in the job descriptions. You agree not to change the assigned duties without M&S's prior approval. For Consultants who are paid per diem, the Bill Rate shall include the Per Diem payment. Per Diem payments shall not be deemed expenses for the purposes of allowable/pre-approved expenses. M&S uses the IRS-approved federal per diem rate.

Customer Responsibilities. You are responsible for the supervision and safety of Consultants while on your premises including compliance with federal and state laws, including OSHA. You are responsible for the work and work product of the Associates. You agree to bear the risks of Consultants handling cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless M&S from these risks. Consultants are not authorized to bind Client or M&S, to render professional opinions, or to sign their names or M&S's name to financial statements or tax returns. You shall not permit Consultants to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree to provide Consultants with meal and/or rest breaks required by law. Time must be approved no later than 2 pm Tuesday following the Sunday work week end; if not, hours submitted will be deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours.

Hiring of Consultants. You agree to compensate us for "converting" a current or recent Consultant. A conversion occurs when you obtain the services of our Consultant either by 1) directly hiring the Consultant onto your payroll, or 2) by assignment, arrangement or contract from a source other than M&S and 3) the Consultant was on assignment to you by M&S anytime within the preceding 90 days. If you choose to convert a Consultant, the fee structure on the following page applies.

Miscellaneous. Except for rate increases, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO MEDICAL & SCIENCE STAFFING, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco Medical & Science Staffing, Inc.'s aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

Client City of Lodi

Adecco Medical & Science Staffing, Inc.

Name: Stephen Schwabauer, City Manager

Name: Anthony Williams

Signature: _____

Signature: _____

Date: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on July 9, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ADECCO U.S.A. (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 Temporary Clerical and Information Technical (IT) Support (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 July 1, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2015, 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) two (2)-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 six (6) years.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), 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 of the City of Lodi or its officers or agents.

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: Adecco U.S.A.
 1036 W. Robinhood Drive, Ste. 108
 Stockton, CA 95207
 Attn: Jennifer L. Dutro

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 _____ apply to this contract. In the event of a conflict between the terms of this contract 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:



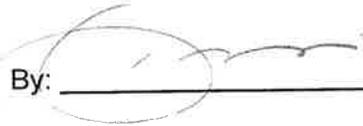
RANDI JOHL
City Clerk



KONRADT BARTLAM, City Manager

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

ADECCO U.S.A.

By: 

By: 
Name: Jennifer D'utro
Title: Area Director

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 180461/170403/100411
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\Adecco2013

CA:rev.01.2012



better work, better life

To: Mr. Konradt Bartlam, City Manager
City of Lodi
1331 S. Ham Lane
Lodi, CA 95242

TERMS & CONDITIONS

Staffing Services. Adecco will recruit, interview, select and hire assigned employees ("Associates") who, in Adecco's judgment, possess the qualifications you request. Adecco will pay Associates weekly for time worked as submitted on time records verified and approved by your authorized representative. Adecco shall report and pay the employer's share of state and federal taxes, workers' compensation, FICA, and unemployment insurance for compensation paid to them and will submit required tax withholdings.

Rates and Charges. Adecco's standard pricing provides for emailed invoices, Web Time approval system, full Adecco interview and standard Adecco assessments for each Associate at time of first assignment. Rates reflect a cash/cash equivalent discount of 3%. Adecco may change rates on 30 days' written notice, including increases due to higher or newly imposed government-mandated costs (such as required wage, payroll tax, insurance premium, assessment, contribution, benefit or fee). Overtime will be billed by applying the same multiple to the straight time bill rate as Adecco is legally required to apply to the Associates' pay rate (usually 1.5). You will be billed for applicable sales, use, excise, value-added, and other like taxes on our Services. A minimum of 4 hours per day will be charged for each Associate. You agree that Adecco may confirm the addition of a new rate or skill classification to this agreement by email, with no further writing necessary. Further charges will apply for non-standard services. Adecco will invoice you weekly for compensable time worked by Associates; payment is due in full upon receipt. We will work with you to resolve any invoice disputes made within 60 days of invoice date.

Customer Responsibilities. You are responsible for the supervision and safety of Associates while on your premises including compliance with federal and state laws, including OSHA. You agree to bear the risks of allowing Associates to handle cash (including electronic transactions), checks, keys, credit cards, merchandise, negotiable instruments, or confidential information or to be permitted to travel or operate motor vehicles or equipment, and you shall defend and hold harmless Adecco from these risks. Associates are not authorized to bind Client or Adecco, to render professional opinions, or to sign their names or Adecco's name to financial statements or tax returns. You agree not to permit Associates to climb or operate 8 feet or more above the ground or manually lift objects greater than 50 lbs. per person. You agree not to change an Associate's assigned duties without Adecco's prior approval. You agree to provide Associates with meal and/or rest breaks required by law. Time must be approved no later than 2pm Tuesday following the Sunday work week end; if not, hours submitted are deemed approved. For hours entered after midnight Sunday, you will receive an email notification for approval to be made within 24 hours. You shall notify Adecco if any positions filled under this Agreement are or become subject to a Wage Determination, federal or state prevailing wage, living wage and/or special fringe benefit requirements, including but not limited to the Service Contract Act. You acknowledge that Adecco relies solely on your job descriptions in making exempt/non-exempt pay classifications, and you shall ensure that the functions and duties actually performed by Associates are accurately reflected in the job descriptions.

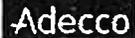
Hiring of Associates. You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when you obtain the services of our Associate either by 1) directly hiring the Associate onto your payroll, or 2) by assignment, arrangement or contract from a source other than Adecco and 3) the Associate was on assignment to you by Adecco anytime within the preceding 90 days. If you choose to convert an Associate, the fee structure on the following page applies.

Miscellaneous. Except as otherwise provided herein, all changes to this Agreement must be in writing and signed by both parties. Each party's liability under this Agreement, if any, is limited to direct damages and to the risks and responsibilities inherent in that party's business or activity. WEB TIME SERVICES ARE PROVIDED "AS IS", AND WITH ALL FAULTS. ADECCO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH WEB TIME, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Client's sole remedy, and Adecco's aggregate liability with respect to WebTime, shall not exceed \$100. Any terms contained in any other document between the parties shall not supersede this agreement unless specifically agreed to in writing by the parties. Either party may terminate the active staffing relationship at any time; after termination, these Terms and Conditions will continue to govern the parties' rights and obligations regarding the services and work performed before the termination.

REQUESTED SKILL CLASSIFICATIONS

Adecco's rates are based on fair and competitive pay rates to attract and retain quality employees and may vary according to client's requirements. These rates are based on Adecco's standard services and reflect a cash/cash equivalent discount of 3%. Adecco reserves the right to increase these rates due to increased or new government-mandated costs (such as a required wage, minimum wage, payroll tax, insurance premium, assessment, contribution, benefit, or fee). Payment terms due upon receipt.

SKILL CLASSIFICATIONS	Bill Rate Range												
Clerical Administrative	\$15.71 - \$19.09												
<p><i>[1] If lifting is required, workers' compensation classification may vary and will impact bill rate.</i></p>													
CONVERSION / TRANSFER FEE													
<p>You agree to compensate us for "converting" a current or recent Associate. A conversion occurs when, by direct hire or by assignment, arrangement, or contract from a source other than Adecco, you obtain the services of a person who, anytime within the preceding 90 days, was on assignment to you from Adecco. The general conversion cost is 30% of the person's annualized pay in his or her new employment. However, if the conversion is by your direct hire of the person, the following discounted cost applies instead:</p>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Total hours (rounded up) billed to you for the converted person's work in the 365 days preceding the conversion</th> <th style="text-align: left;">Cost of conversion: percentages are of the person's annualized pay in his or her new employment</th> </tr> </thead> <tbody> <tr> <td>1 - 160</td> <td>30%</td> </tr> <tr> <td>161 - 480</td> <td>25%</td> </tr> <tr> <td>481 - 960</td> <td>20%</td> </tr> <tr> <td>961 - 1440</td> <td>15%</td> </tr> <tr> <td>1441+</td> <td>\$1,500</td> </tr> </tbody> </table>	Total hours (rounded up) billed to you for the converted person's work in the 365 days preceding the conversion	Cost of conversion: percentages are of the person's annualized pay in his or her new employment	1 - 160	30%	161 - 480	25%	481 - 960	20%	961 - 1440	15%	1441+	\$1,500	
Total hours (rounded up) billed to you for the converted person's work in the 365 days preceding the conversion	Cost of conversion: percentages are of the person's annualized pay in his or her new employment												
1 - 160	30%												
161 - 480	25%												
481 - 960	20%												
961 - 1440	15%												
1441+	\$1,500												
ASSOCIATE GUARANTEE													
<p>If for any reason you are dissatisfied with an Associate's qualifications and notify Adecco within the first 8 hours of the assignment, you will not be charged for the hours worked by the Associate and Adecco will make reasonable efforts to provide a replacement. This guarantee is your sole remedy for dissatisfaction with an Associate's qualifications, performance or conduct.</p>													
BACKGROUND CHECK													
<p>Adecco provides discount pricing for background screenings through Lexis Nexis. Client will pay for the cost of all background checks plus an administrative fee equal to 12.0%. Costs are determined by type of background check required.</p>													
ADDITIONAL TERMS													
<p>All Clerical/Administrative positions: 49.6% mark-up, on top of desired pay rate.</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Step A</td> <td style="text-align: center;">Step B</td> <td style="text-align: center;">Step C</td> <td style="text-align: center;">Step D</td> <td style="text-align: center;">Step E</td> </tr> <tr> <td style="text-align: center;">Pay Rate</td> <td style="text-align: center;">10.50</td> <td style="text-align: center;">11.02</td> <td style="text-align: center;">11.57</td> <td style="text-align: center;">12.15</td> <td style="text-align: center;">12.76</td> </tr> </table> <p>Adecco represents and warrants that it is in compliance Affordable Care Act. Adecco agrees to defend, indemnify and hold the Client harmless against any fines, costs or other losses as a result of Adecco's non-compliance with the Affordable Care Act.</p>			Step A	Step B	Step C	Step D	Step E	Pay Rate	10.50	11.02	11.57	12.15	12.76
	Step A	Step B	Step C	Step D	Step E								
Pay Rate	10.50	11.02	11.57	12.15	12.76								



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PRICING AGREEMENT

City of Lodi

Confidentiality

Personal data submitted by Adecco Engineering & Technical regarding its associate employees and candidates is highly confidential and for the Client's personnel use only.

Client Name (Report to): City of Lodi

Address: 221 W. Pine Street

City: Lodi

State: CA

Zip: 95240

Contractor Name: Thomas Newall

Expected Start Date: July 11,2011

Supervisor: Steve Mann

Assignment Location: 221 W. Pine Street

Hourly Billing Rate: \$23.20

Overtime Billing Rate: \$34.80

Invoice Mailing Address: 221 W. Pine Street

City: Lodi

State: CA

Zip: 95240

Attention To: Jordan Ayers

Additional Terms and Conditions: Adecco represents and warrants that it is in compliance Affordable Care Act. Adecco agrees to defend, indemnify and hold the Client harmless against any fines, cost or other losses as a result of Adecco's non-compliance with the Affordable Care Act.

Conversion/Transfer Fee
1-200 hours=20% of Annual Salary
201-400 hours=15% of Annual Salary
401-600 hours=12% of Annual Salary
601-800 hours=10% of Annual Salary
801-1000 hours=5% of Annual Salary
1001-1200 hours=3% of Annual Salary



EXHIBIT C

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

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$2,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: 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.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) 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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT WITH
ADECCO EMPLOYMENT SERVICES

=====

WHEREAS, on June 19, 2013, the Lodi City Council approved a Professional Services Agreement with Adecco Employment Services for temporary clerical support and Information Systems Desktop Support part-time personnel; and

WHEREAS, White Slough Water Pollution Control Facility needs to hire a temporary laboratory technician, who will work 20 hours per week up to 40 weeks at a cost of \$22.42 per hour; and

WHEREAS, staff recommends executing an amendment to the Professional Services Agreement with Adecco Employment Services for temporary laboratory technician support, in an amount not to exceed \$17,000 for a 40-week period.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an amendment to the Professional Services Agreement with Adecco Employment Services, of Stockton, California, to provide temporary laboratory technician support, in an amount not to exceed \$17,000 for a 40-week period.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to File Claim for 2014/15 Transportation Development Act Funds in the Amount of \$2,906,110 from Local Transportation Fund and \$268,778 from State Transit Assistance Fund

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to file claim for 2014/15 Transportation Development Act (TDA) funds in the amount of \$2,906,110 from Local Transportation Fund (LTF) and \$268,778 from State Transit Assistance (STA) Fund.

BACKGROUND INFORMATION: Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi's transit operations and pedestrian/bicycle costs. These are State transportation funds that are primarily for non-vehicular (transit) transportation but can be used on roads if transit needs are being met. The funding is channeled through the San Joaquin Council of Governments (SJCOG), our regional transportation planning agency. The claim for Fiscal Year 2014/15 is \$2,906,110 from LTF and \$268,778 from STA, as follows:

	LTF	STA	Total
Transit Operations	\$1,447,010		1,447,010
Transit Capital Projects	1,049,406	265,894	1,315,300
Pedestrian/Bicycle Projects	44,111		44,111
Streets/Roads Projects	300,000		300,000
SJCOG Planning and Administration	<u>65,583</u>	<u>2,884</u>	<u>68,467</u>
Total	\$2,906,110	\$268,778	\$3,174,888

As shown above, the LTF and STA funds will be utilized for transit operations, transit capital projects (transit station improvements, bus stop shelter improvements, transit buses, etc.), pedestrian/bicycle projects (sidewalk repairs), streets/roads projects (Turner Road Overlay from Loma Drive to Pleasant Avenue) and SJCOG planning and administration. The LTF funds include reclaimed carryover amounts from FY 13/14 in the amount of \$790,014 for transit operations. The SJCOG board is scheduled to consider approving the TDA claim on June 25, 2015, following City Council's approval. The City Manager may make minor adjustments when filing the final claim, based upon SJCOG review and comments.

The City's transit operations (GrapeLine, Dial-A-Ride, and VineLine) are fully funded with TDA, Federal Transit Administration funds, fare revenues and other competitive funding sources. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian/bicycle-related projects, streets/roads projects and maintenance as much as possible.

FISCAL IMPACT: This action will allow the City to claim and receive TDA funding for FY 2014/15, which will pay for on-going operations and capital needs.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer
FWS/PJF/kjc
cc: Financial Services Manager and SJCOG staff, Lynnetta Castle-Martinez and Ryan Niblock

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE
THE 2014/15 CLAIM FOR TRANSPORTATION
DEVELOPMENT ACT FUNDS ON BEHALF OF
THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's 2014/15 Transportation Development Act claim in the following amounts:

\$2,906,110	Local Transportation Funds
\$ 268,778	State Transit Assistance

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the claim on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to make minor adjustments when filing the final claim, based on San Joaquin County Council of Governments' review and comments.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution of Consideration to Reduce Special Taxes and Annual Index for Community Facilities District No. 2007-1

MEETING DATE: June 17, 2015

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt Resolution of Consideration to reduce special taxes and annual index for Community Facilities District No. 2007-1.

BACKGROUND INFORMATION: Council gave staff direction to negotiate a reduction of the special taxes and annual index rate for Community Facilities District No. 2007-1 at its regular meeting on April 15, 2015. Council further directed staff to negotiate a waiver of the below described vested rights from the benefitted property owners to develop property under the current Impact Fee Program. The action tonight is the first City Council step necessary to accomplish the overall project. The requested action is that the Council adopt a Resolution of Consideration that would allow the Council to take final action reducing the special taxes at a later City Council meeting. Subsequent steps include holding a public hearing, calling a special tax landowner election whereby the landowners will be asked to vote on the reduction and adopting a development agreement waiving the vested rights. Should other parts of the overall program not come together, Council may choose not to proceed at that later meeting.

As discussed on April 15, 2015, the City of Lodi created a Community Facilities District (“CFD”) for service in 2007 as a condition of its most recent annexations of Reynolds Ranch, and the Westside and Southwest Gateway Annexations. CFDs for service are relatively new in municipal finance. However, unlike CFDs for infrastructure, CFDs for service fund things such as landscaping and lighting, police and fire services, parks service and other items traditionally funded by the General Fund. At the time, the special tax was set at \$600 per year for single family homes and \$175 for multi-family units. The special tax is subject to annual indexing of the greater of the Consumer Price Index or 5 percent. The index is applied July 1 of each year. As such, the special tax is currently set at \$804 per year and will be \$844 per year by the time the first house is occupied.

Although total inflation from 2007 to date totals 13 percent (Bureau of Labor Statistics), the minimum inflation factor set by the approved formula has been 40 percent. Although a 5 percent minimum may have been reasonable upon the adoption of the CFD, it is generally understood that the economy did not perform as expected in 2008. It is also worth noting that the portion of homeowner’s property taxes received by the City are approximately \$400 per year, less than half of what these new homes will pay in CFD special taxes alone. It should be noted that Rose Gate homes are expected to be priced around \$400,000 resulting in about \$650 in municipally-directed property taxes. In light of the significant difference between inflation and the minimum escalator, staff believes it is appropriate for the City to consider the developer’s request to reduce the special tax and the index rate.

APPROVED: _____
Stephen Schwabauer, City Manager

Any recognition of the economic disadvantages faced by these projects would be incomplete without addressing the City's current Impact Fee program discounts. As Council is aware, the developers of these projects filed vesting tentative maps that, if extended, could allow many of the currently vested units to develop at \$5,940 per unit instead of the program calculated \$23,195. Van Ruiten Ranch has 200 vested single-family units plus 88 unvested high-density units; Reynolds Ranch has 227 vested single-family units plus 330 unvested high-density units and Rose Gate has 232 vested single-family units.

As Council recalls, the discount program was initiated to spur development for a three-year period. However, the vesting map process could substantially increase that time frame. As such, staff considers it fair to allow units to develop at the discount for limited period to recognize the original intent of the program. Staff negotiated a reduction in CFD special taxes to \$500 per single-family unit and \$145.83 per multi-family unit and an index reduction to 2 percent per year. Such a change would track the property owners' concurrent Proposition 13-based property tax increase and also manage to exchange CFD special taxes for the developers' waiver of any rights to the 60-percent discount for units that do not pull a building permit (and complete construction within six months) within a brief negotiated time frame.

The negotiated agreement for Council approval would give Rose Gate three years and Van Ruiten and Reynolds Ranch four years to pull permits under the discounted rate. Thereafter they would develop at then-current rates. The projects are staggered to reflect their relative term to commencement of construction.

As discussed above, tonight's action asks for the adoption of the Resolution of Consideration. This resolution will initiate the process for the reduction of the above referenced special taxes pursuant to a public hearing scheduled for August 5, 2015 and a landowner election scheduled for the same day. The Development Agreements waiving the discounted impact fees will also come back on August 5. Election timeline waivers are being sought from the affected property owners so as to accelerate the election process.

FISCAL IMPACT: Undetermined at this time.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer, City Manager

RESOLUTION NO. _____

A RESOLUTION OF CONSIDERATION OF THE CITY COUNCIL
OF THE CITY OF LODI ADOPTED ON BEHALF OF THE CITY'S
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC
SERVICES), PROPOSING AN AMENDMENT TO THE SPECIAL
TAX FORMULA, MAKING CERTAIN FINDINGS AND
ESTABLISHING A PUBLIC HEARING

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council (the "Council") of the City of Lodi (the "City"), on February 1, 2007 adopted its Resolution No. 2007-33 (the "Resolution of Intention"): (i) declaring its intention to establish Community Facilities District No. 2007-1 (Public Services) ("CFD 2007-1") pursuant to the Act, (ii) proposing to levy a special tax therein for the purpose of providing for the financing of certain services (the "Services"), (iii) declaring its intention to establish an appropriations limit, and (iv) calling a public hearing on the establishment of CFD 2007-1; and

WHEREAS, pursuant to the Act, the Council on April 4, 2007 following the public hearing on the establishment of CFD 2007-1, approved Resolution No. 2007-59 (the "Resolution of Formation") forming the City of Lodi Community Facilities District No. 2007-1 (Public Services) and calling an election which was held on April 11, 2007 for the approval of the levy of the special tax and the establishment of an appropriations limit (the "Measure"); and

WHEREAS, pursuant to the Act, the Council on July 16, 2014 following the public hearing on the annexation of territory to CFD 2007-1, approved Resolution No. 2014-125 ordering the annexation of territory to CFD 2007-1; and

WHEREAS, it is now proposed that the special taxes currently levied in CFD 2007-1 be revised by reducing the special taxes (the "Revised Special Tax") within an area currently located within CFD 2007-1 referred to herein as Zone 1; and

WHEREAS, Section 53331 of the Act specifically authorizes the Council, as a part of such election call, to alter the special tax formula levied within CFD 2007-1 by adopting a resolution of consideration; and

WHEREAS, the Council now desires to revise the tax formula in the manner described below, to seek voter approval of the proposed Revised Special Tax and the approval of an appropriations limit, as hereinafter set forth.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Lodi, as follows:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Boundary of Zone 1. The boundaries of Zone 1 are within the territory described in the map entitled, "Boundary of City of Lodi, Community Facilities District No. 2007-1 (Public Services) - Zone 1" (the "Zone 1 Map") which is filed in the office of the City Clerk. Zone 1 is located within the territory described in the map entitled "Amended Proposed Boundaries of Community Facilities District No. 2007-1 (Public Services)" recorded in Book 5 of Assessment Maps at page 13 in the office of the County Recorder of San Joaquin County and a map entitled "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services)" recorded in

Book 6 of Assessment Maps at page 54 in the office of the County Recorder of San Joaquin County. The City Clerk is hereby authorized and directed to file the map in her office. The City Clerk is further authorized and directed to record the Zone 1 Map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California as required.

Section 3. Public Convenience and Necessity. The Council hereby determines that the public convenience and necessity require altering the special tax formula to be levied by CFD 2007-1 from that approved in the Resolution of Formation by revising and adding thereto as Amendment 1 in the manner as set forth in the revised tax formula entitled "Rate and Method of Apportionment of Special Tax," as set forth in Exhibit A, attached hereto (the "Revised Special Tax Formula").

Section 4. Purpose of Proposed Change. The purpose of the proposed change is to modify the originally proposed special tax for CFD 2007-1 by reducing the special taxes within an area within CFD 2007-1 to be designated as Zone 1.

Section 5. Description of Public Services. The services (the "Services") proposed to be financed by the Revised Special Tax within Zone 1 includes police protection services, fire protection services, maintenance of certain parkways, and hazardous material remediation services within CFD 2007-1 and are included as authorized services under CFD 2007-1. Services include "incidental expenses," which include costs associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

Section 6. Levy of Special Taxes. Except where funds are otherwise available, a Revised Special Tax sufficient to pay for the Services, secured by recordation of a continuing lien against all non-exempt real property in Zone 1, shall be levied within Zone 1. The Revised Special Tax is set forth as Amendment 1 to the rate, method of apportionment, and manner of collection of the Revised Special Taxes for CFD 2007-1, which is set forth in the Revised Special Tax Formula.

Section 7. Agricultural Land. Pursuant to Government Code section 53325.6 of the Act, the Council hereby finds that land within Zone 1 that is devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products will be benefited by the Services proposed to be provided within Zone 1.

Section 8. Public Hearing. The Council hereby fixes August 5, 2015, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, in the regular meeting place of the Council, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where the Council will hold a public hearing on the Revised Special Tax. At the hearing, the testimony of all interested persons or taxpayers for or against the furnishing of the Services, the levy of the Revised Special Tax will be heard and considered. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities and defects to which objection is made. All written protests shall be filed with the City Clerk before the time fixed for the hearing, and any written protests may be withdrawn, in writing, at any time prior to the conclusion of the hearing.

Section 9. Publication of Notice of Hearing. The City Clerk shall cause to be published a notice of the hearing once in a newspaper of general circulation within the boundaries of CFD 2007-1. Publication shall be completed at least seven (7) days prior to the public hearing.

Section 10. Content of Notice. Notice of the hearing shall be headed "Notice of Public Hearing," and shall contain:

- (a) The text or a summary of this resolution;
- (b) The time and place of the public hearing;
- (c) A statement that at the hearing the testimony of all interested persons or taxpayers for or against the Revised Special Tax proposed to be incurred will be heard;
- (d) A description and summary of the effect of protests made by registered voters or landowners against the Revised Special Tax; and
- (e) A description of the proposed voting procedure.

Section 11. Proposed Voting Procedures. If, at the conclusion of the public hearing, the Board finds there are insufficient number of protests, the Board proposes to order an election by mailed ballot and submit the question of the levy of the Revised Special Tax to the qualified electors. Because fewer than twelve registered voters currently reside within Zone 1, the qualified electors shall be the landowners within Zone 1, and each landowner who is the owner of record at the close of the hearing shall have one vote for each acre or portion of an acre of land that such landowner owns within the proposed Zone 1.

Section 12. Effective Date. This resolution shall take effect immediately upon its passage.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

BOB JOHNSON
Mayor

ATTEST:

JENNIFER M. FERRAILOLO
City Clerk

2015-____

**EXHIBIT A
CITY OF LODI**

COMMUNITY FACILITIES DISTRICT NO. 2007-1

(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Dwelling Unit” means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

“Administrative Expenses” means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

“Administrator” means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor's Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor's Parcel Map” means an official map of the County Assessor designating parcels by Assessor's Parcel number.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD No. 2007-1” or **“CFD”** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

“City” means the City of Lodi.

“City Council” means the City Council of the City of Lodi.

“**County**” means the County of San Joaquin.

“**Fiscal Year**” means the period starting on July 1 and ending on the following June 30.

“**Maximum Special Tax**” means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2007, for construction of Multi-Family Units.

“**Multi-Family Unit**” means an individual residential unit within a structure with three or more residential units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

“**RMA**” means this Rate and Method of Apportionment.

“**Single Family Property**” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2007, for construction of Single Family Units.

“**Single Family Unit**” means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

“**Special Tax**” means any tax levied within the CFD to pay the Special Tax Requirement.

“**Special Tax Requirement**” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

“**Taxable Property**” means both Single Family Property and Multi-Family Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$600 per Single Family Unit and \$175 per Multi Family Unit for Fiscal Year 2007-08. Beginning July 1, 2008 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by the greater of (i) the increase, if any, in the Local Consumer Price Index for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) five percent (5%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

Exhibit A

The following amendment to be applied to Zone 1 only is proposed to the Rate and Method of Apportionment (RMA) of Special Tax currently in effect within Community Facilities District No. 2007-1 (Public Services) City of Lodi, San Joaquin County, California. This amendment replaces the current version of “**Section C. MAXIMUM SPECIAL TAX**” as found in the RMA and defined terms “**Multi -Family Property**” and “**Single Family Property**”. Capitalized terms not defined in the following amendment shall have the meanings ascribed to them in the RMA. All other sections and terms found in the RMA, not otherwise in conflict, are unchanged and remain in full effect.

Amendment # 1

City of Lodi Community Facilities District No. 2007-1 (Public Services) for Zone 1 only

C. **MAXIMUM SPECIAL TAX**

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$500 per Single Family Unit and \$145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

“Multi-Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

“Single Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Apply for Lodi's Share of the 2015 Edward Byrne Memorial Justice Assistance Grant (\$19,784)

MEETING DATE: June 17, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution Authorizing City Manager to Apply for Lodi's Share of the 2015 Edward Byrne Memorial Justice Assistance Grant (\$19,784)

BACKGROUND INFORMATION: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding for states and local governments to support a broad range of activities to prevent and control crime and improve the criminal justice system. JAG funds are allocated based on a community's population and crime statistics, in combination with a minimum allocation to ensure that each state and county receives an appropriate share.

The grant application must meet a June 26, 2015 deadline. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi.

It is proposed that the funding be used to fund a portion of cost for the following equipment:

- Body-worn camera systems \$19,784

FISCAL IMPACT: Acceptance of these grant funds assists the department in meeting its technology and safety equipment needs without using General Fund revenues.

FUNDING AVAILABLE: Appropriations and estimated revenues for this grant funding have been included in the 2015/16 adopted budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Tod Patterson
Interim Chief of Police

TP/pjo

APPROVED: _____
Steve Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPLY
FOR LODI'S SHARE OF THE 2015 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT

=====

WHEREAS, the Lodi Police Department annually receives a portion of the Edward Byrne Memorial Assistance Grant through the Bureau of Justice Assistance for support technology program activities; and

WHEREAS, the 2015 Edward Byrne Memorial Assistance Grant will be in the amount of \$19,784; and

WHEREAS, the Police Department proposes to utilize the grant funds to help fund the purchase of body-worn camera systems; and

WHEREAS, the Lodi Police Department must submit an application for the Edward Byrne Memorial Assistance Grant through the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance by June 26, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the Edward Byrne Memorial Assistance Grant funds in the amount of \$19,784 from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to support technology program activities.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Apply for the Department of Justice Technology Innovation for Public Safety (TIPS) FY 2015 Competitive Grant

MEETING DATE: June 17, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution Authorizing City Manager to Apply for the Department of Justice Technology Innovation for Public Safety (TIPS) FY 2015 Competitive Grant

BACKGROUND INFORMATION: The Department of Justice, Office of Justice Programs, Bureau of Justice Assistance is seeking applications for the 2015 Technology Innovation for Public Safety (TIPS) program.

The grant solicitation funding goals include promoting information sharing and collaboration within and among criminal justice agencies with roles in preventing and investigating crime, developing and enhancing policies and practices that leverage technology to promote public safety and reduce crime, and improving the quantity and quality of evidence-based justice information-sharing programs.

The Lodi Police Department has identified many deficiencies in the current computer-aided dispatch system (CAD), which was implemented in 2009. The department would like to take this opportunity to apply for funding a new CAD system that will meet the needs of the department and enhance the department data-sharing with prosecutors and courts, eliminating duplication of efforts and inefficient business practices. The grant application must meet a July 2, 2015 deadline.

FISCAL IMPACT: Application for these federal grant funds assists the department in meeting its technology needs without using General Fund revenues.

FUNDING AVAILABLE: Appropriations and estimated revenues for this grant funding will be brought forward at grant acceptance.

Jordan Ayers
Deputy City Manager/Internal Services Director

Tod Patterson
Interim Chief of Police

TP/pjo

APPROVED: _____
Steve Schwabauer, City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPLY FOR
THE DEPARTMENT OF JUSTICE TECHNOLOGY
INNOVATION FOR PUBLIC SAFETY (TIPS)
FISCAL YEAR 2015 COMPETITIVE GRANT

WHEREAS, the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance is seeking applications for the 2015 Technology Innovation for Public Safety (TIPS) program; and

WHEREAS, the grant solicitation funding goals promote information sharing and collaboration within and among criminal justice agencies with roles in preventing and investigating crime, developing and enhancing policies and practices that leverage technology to promote public safety and reduce crime, and improving the quantity and quality of evidence-based justice information-sharing programs; and

WHEREAS, the Lodi Police Department has identified many deficiencies in the current CAD system implemented in 2009 and would like to take this opportunity to apply for a new CAD system that will meet the needs of the department and enhance the department data-sharing with prosecutors and courts; and

WHEREAS, the grant application must meet a July 2, 2015 deadline.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to apply for the Department of Justice Technology Innovation for Public Safety (TIPS) Fiscal Year 2015 Competitive Grant.

Dated: June 17, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Grant Award from the Department of Alcoholic Beverage Control (\$38,336)

MEETING DATE: June 17, 2015

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute grant award from the Department of Alcoholic Beverage Control (\$38,336)

BACKGROUND INFORMATION: The Department of Alcoholic Beverage Control Grant Assistance Program solicited applications through a request for proposal in January 2015. The Lodi Police Department requested \$38,336 to conduct ABC enforcements through FY 15/16.

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

The Lodi Police Department applied for and received an award in the amount of \$38,336 to carry-out enforcements throughout the community. The grant process requires the City Council to authorize the acceptance of funds and approve the proposed expenditures for the City of Lodi. The necessary appropriation is attached.

FISCAL IMPACT: Acceptance of this grant funding will assist the department in reduction of underage drinking and illegal sales of alcohol.

FUNDING AVAILABLE: Appropriations and estimated revenues for this grant funding have not been included in the 2015/16 adopted budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Tod Patterson
Interim Chief of Police

TP/pjo

APPROVED: _____
Steve Schwabauer, City Manager

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Police Department 5. DATE: 6/8/15
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	218	21800000	55024	Revenue - Other	\$ 38,336.00
B. USE OF FINANCING	218	21899000	77040	Capitol Projects	\$ 38,336.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

The Department received an award through the Department of Alcoholic Beverage Control to assist in the elimination of illegal sales of alcohol and assist in the reduction of underage drinking.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: 180 Attach copy of resolution to this form.
 Department Head Signature: [Signature]

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
ACCEPT AND EXECUTE THE GRANT AWARD
FROM THE DEPARTMENT OF ALCOHOLIC
BEVERAGE CONTROL

=====

WHEREAS, the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program solicited applications through a request for proposal in January 2015; and

WHEREAS, the Lodi Police Department requested \$38,336 to conduct ABC enforcements through Fiscal Year 2015/16; and

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

WHEREAS, the Lodi Police Department applied for and received an award in the amount of \$38,336 to carry out enforcements throughout the community.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to accept and execute the grant award from the Department of Alcoholic Beverage Control; and

BE IT FURTHER RESOLVED that funds in the amount of \$38,336 be appropriated from Capitol Projects.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Parks, Recreation and Cultural Services Fees
MEETING DATE: June 17, 2015
PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt a resolution approving Parks, Recreation and Cultural Services fees.

BACKGROUND INFORMATION: The City Council is asked to adopt a resolution approving fees as recommended by the Recreation Commission. This resolution addresses fees as part of the park permit system, which was created by the Council’s adoption of the new park ordinances on May 20, as well as facility rental fees that have not increased in five years and are currently priced below market rates.

As PRCS is a special revenue fund that is increasingly dependent upon outside revenue for its long-term financial sustainability, charging market-rate fees in most cases for facility rentals is essential to that success.

The daily vehicle entry fee for Lodi Lake is not changing, nor are the rental rates for the Grape Bowl or fields with maintained ball diamonds. This action does not affect registration fees for City recreation programs and does not apply to youth sports programs affiliated with PRCS.

Adopting the resolution approves the following fees:

- 1) For annual commercial use of parks, which received the unanimous approval of the Recreation Commission on February 3, 2015:

	1-10 participants	11-24 participants	25-50 participants	Deposit	Application fee
Paved areas	\$100	\$150	\$200	\$50	\$25
Turf Tier 1	\$150	\$250	\$500	\$200	\$25
Turf Tier 2	\$150	\$350	\$750	\$250	\$25
Annual commercial photography park permit: \$75					
Park bounce house fee: \$50					

- 2) Hourly rates for athletic field park permits, which received the unanimous approval of the Recreation Commission on February 3, 2015:

APPROVED: _____
Stephen Schwabauer, City Manager

Resident youth teams	\$10
Nonresident youth teams	\$20
Resident adult teams	\$20
Nonresident adult teams	\$25
Deposit	\$100 single use/\$200 multiple uses
Application fee	\$100 for multiple dates

3) For daily rental of the following park facilities, which are underpriced when compared to similar facilities in San Joaquin and Sacramento counties, and received the unanimous approval of the Recreation Commission on June 2, 2015:

Facility	Current resident/ nonresident rates	Proposed resident/ nonresident rates
Kofu Meeting Room	\$70/\$90	\$80/\$110
Legion Meeting Room	\$70/\$90	\$85/\$115
Emerson Picnic Area	\$70/\$90	\$100/\$135
Katzakian Picnic Area	\$50/\$65	\$65/\$90
Lawrence Picnic Area	\$60/\$75	\$60/\$85
Legion Picnic Area	\$70/\$90	\$85/\$115
Peterson Picnic Area	\$50/\$65	\$70/\$95
Salas Park Picnic Area	\$70/\$90	\$100/\$135
Lodi Lake: Kiwanis Picnic Area	\$110/\$160	\$120/\$200
Lodi Lake: Hughes Shelter Picnic	\$85/\$125	\$120/\$200
Lodi Lake: Hughes Whole Area	\$140/\$250	\$160/\$270
Lodi Lake: Parson's Point Shelter	\$85/\$125	\$120/\$200
Lodi Lake: Parson's Whole Area	\$140/\$250	\$160/\$270
Lodi Lake: Rotary Shelter Picnic	\$85/\$125	\$120/\$200
Lodi Lake: Rotary Whole Area	\$140/\$250	\$160/\$270
Lodi Lake: Youth Area Picnic	\$140/\$175	\$185/\$310
Lodi Lake: Youth Area Whole	\$250/\$375	\$300/\$500
Lodi Lake Whole Park rental	\$1,000/\$1,200	\$2,500/\$5,000/\$1,250 nonprofit (at discretion of PRCS Director)

The Lodi Lake facilities are vastly underpriced when taking into account the various park features that make it a prime location for shelter rentals. In comparison, the minimum charge for a rental at Micke Grove Park is \$110 for a site with a 50-person capacity, up to \$450 for its largest facility, the Delta Shelter. The California State Parks system charges \$100 to reserve a single picnic table for a day at beach locations, and the Cosumnes Community Services District in Elk Grove has a variety of fees, including \$300 for a 200-person capacity picnic area, which is approximately the same size at the Lodi Lake Park Youth Area.

At the May 5, 2015, Recreation Commission meeting, Commissioners expressed support for the proposed resident and nonresident rates for park facilities outside Lodi Lake, but they sought a greater premium for nonresidents to rent Lodi Lake facilities. Also, Commissioners expressed surprise that a single renter could close the lake for a small price. Interestingly, the City Council adopted whole-park fees of \$4,000 resident/\$5,000 nonresident in 2004 and staff cannot find any record of how those fees were reduced to as low as \$400. The Commission, however, supports a \$1,250 rate for nonprofits to continue renting the park for fund-raising through fun runs, but has a goal of discouraging whole-park rentals to other users unless it provides a meaningful financial benefit for PRCS.

Staff believes the scenery and recreational opportunities at Lodi Lake Park make it a premier location that is worth the proposed rates.

4) The following revised fees for Hutchins Street Square:

Facility	Current nonprofit/other rate	Proposed nonprofit/other rate
Kirst Hall, full day peak rental	\$1,800/\$3,000	\$2,200/\$3,150

The higher rates for Kirst Hall reflect strong demand for this facility, which is nearly booked for every Saturday for the next year and provides an opportunity for additional income for PRCS. Other changes include adding Sunday to the peak rental days (currently Thursday through Saturday), with Monday through Wednesday the off-peak days; and allowing Gallo Trellis Patio renters to use the former Senior Center space, which will be renamed the Holz Room. Rate details are attached.

FISCAL IMPACT: The new park permit fees (1) are expected to generate net revenue of less than \$5,000, the athletic field fees (2) are expected to generate between \$5,000 and \$10,000 in additional PRCS revenue, as are the higher park facility fees (3). The Hutchins Street Square fees (4) will likely increase revenue by \$10,000 to \$15,000 for total increased revenue of approximately \$30,000.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Director Parks, Recreation and Cultural Services

JH:tl

cc: City Attorney

Attachment

Hutchins Street Square Community & Conference Center Rental Rates

Rental fees do not include charges for additional staff, security guards or insurance. Changes marked in

Facility	Private rental rates					Non-Profit rates				
	Rental Full Day 8am-12am		1/2 day Rental 2pm-12am			Rental Full Day 8am-12am		1/2 day Rental 2pm-12am		
	Mon-Wed	Thurs-Sun	Mon-Wed	Thurs-Sun		Mon-Wed	Thurs-Sun	Mon-Wed	Thurs-Sun	
	-	-	-	-	-	-	-	-	-	
THEATRE	\$900	\$1,500	-	-		\$600	\$800			
KIRST HALL	PROPOSED RATE \$2,200	PROPOSED RATE \$3,150	\$1,200	Th,Fri,Sun \$2,000	Sat --	\$1,200	PROPOSED RATE \$2,200	\$800	\$1,000	Sat ---
	CURRENT RATE \$1,800	CURRENT RATE \$3,000	\$1,200	Th,Fri,Sun \$2,000	Sat ---		CURRENT RATE \$1,800			
CRETE HALL	\$1,025	\$1,425	\$800	\$1,000		\$675	\$775	\$525	\$575	
THOMAS THEATRE	\$425	\$675	\$250	\$375		\$275	\$375	\$175	\$225	
COTTAGE ROOM	\$295	\$445	\$170	\$245		\$195	\$245	\$120	\$145	
PISANO ROOM	\$295	\$445	\$170	\$245		\$195	\$245	\$120	\$145	
COTTAGE~PISANO COMBINED	\$550	\$775	\$312.50	\$425		\$325	\$475	\$200	\$275	
GREEN ROOM	\$20 hour	\$30 hour	-	-		-	-	-		
WISHEK AMPHITHEATRE	\$350	\$600	\$175	\$300		\$200	\$300	\$100	\$150	
ART CLASSROOM	\$10 hour	\$15 hour	-	-		-	-			
ROTUNDA	\$260	\$335	\$147.50	\$185		\$135	\$185	\$85	\$110	
Gallo Trellis Patio (Adds Holz Room) 1/2 day=4 hrs	\$450	\$700	\$275	\$400		\$275	\$400	\$175	\$250	

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
ADOPTING PARKS, RECREATION AND
CULTURAL SERVICES FEES

WHEREAS, the Parks, Recreation and Cultural Services Department regularly examines its facility fees to ensure they reflect a balance of market rates and cost-recovery objectives; and

WHEREAS, the proposed fees, which received unanimous Recreation Commission support, were crafted through a combination of staff recommendations, public comment and Commission debate.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the revised fees for various Parks, Recreation and Cultural Services facilities as shown below:

Annual Commercial Use of Parks:

	1-10 participants	11-24 participants	25-50 participants	Deposit	Application fee
Paved areas	\$100	\$150	\$200	\$50	\$25
Turf Tier 1	\$150	\$250	\$500	\$200	\$25
Turf Tier 2	\$150	\$350	\$750	\$250	\$25
Annual commercial photography park permit: \$75					
Park bounce house fee: \$50					

Hourly Rates for Athletic Field Park Permits:

Resident youth teams	\$10
Nonresident youth teams	\$20
Resident adult teams	\$20
Nonresident adult teams	\$25
Deposit	\$100 single use/\$200 multiple uses
Application fee	\$100 for multiple dates

Daily Rental for Park Facilities:

Facility	Current resident/ nonresident rates	Proposed resident/ nonresident rates
Kofu Meeting Room	\$70/\$90	\$80/\$110
Legion Meeting Room	\$70/\$90	\$85/\$115
Emerson Picnic Area	\$70/\$90	\$100/\$135
Katzakian Picnic Area	\$50/\$65	\$65/\$90
Lawrence Picnic Area	\$60/\$75	\$60/\$85
Legion Picnic Area	\$70/\$90	\$85/\$115
Peterson Picnic Area	\$50/\$65	\$70/\$95
Salas Park Picnic Area	\$70/\$90	\$100/\$135

Lodi Lake: Kiwanis Picnic Area	\$110/\$160	\$120/\$200
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Lodi Lake: Hughes Whole Area	\$140/\$250	\$160/\$270
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Lodi Lake: Rotary Whole Area	\$140/\$250	\$160/\$270
Lodi Lake: Youth Area Picnic	\$140/\$175	\$185/\$310
Lodi Lake: Youth Area Whole	\$250/\$375	\$300/\$500
Lodi Lake Whole Park rental	\$1,000/\$1,200	\$2,500/\$5,000/\$1,250 nonprofit (at discretion of PRCS Director)

Hutchins Street Square:

Facility	Current nonprofit/other rate	Proposed nonprofit/other rate
Kirst Hall, full day peak rental	\$1,800/\$3,000	\$2,200/\$3,150

BE IT FURTHER RESOLVED by the Lodi City Council that the above-referenced fees shall take effect upon adoption of this Resolution.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: June 17, 2015
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

The completed Digester No. 2 became operational on April 6, 2015.

The Contractor has completed the protective coating process on the interior digester walls. Work to install the digester mixing system continues and is expected to be completed by early July 2015.

The new roof for Digester No. 1 has been fabricated, coated and set aside until it is time for installation.

The procurement and construction schedule reflecting project milestones is provided below. The work is progressing on the original schedule, and there is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/jr

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148 by Establishing Surface Transportation Assistance Act Truck Route on Harney Lane from Stockton Street to Cherokee Lane

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution amending Traffic Resolution No. 97-148 by establishing Surface Transportation Assistance Act (STAA) truck route on Harney Lane from Stockton Street to Cherokee Lane.

BACKGROUND INFORMATION: With the planned commercial development at the southeast corner of Harney Lane and Stockton Street, City staff recommends establishing a STAA terminal access route on Harney Lane between Stockton Street and Cherokee Lane, as shown in Exhibit A.

In 2010, the Harney Lane widening project between 500 feet west of Stockton Street and 300 feet east of Cherokee Lane; and the State Route 99/Harney Lane interim interchange improvement project were designed and constructed to accommodate STAA truck turning movements.

Caltrans has reviewed and approved this STAA terminal access route request and will install STAA route signage in their jurisdiction at the Harney Lane and State Route 99 interchange. City will install the required signage within the City's jurisdiction.

City staff recommends amending Traffic Resolution No. 97-148, Section 8, "Weight Limit/Commercial-Vehicle Restriction", Part B, by establishing a STAA route on Harney Lane between Stockton Street and Cherokee Lane.

FISCAL IMPACT: Normal maintenance only.

FUNDING AVAILABLE: Funding for the installation of signs will be from the Street Maintenance Operating account (30156002), at an approximate cost of \$600.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Dorothy Kam, Assistant Engineer
FWS/DK/eb
cc: City Engineer/Deputy Public Works Director
Transportation Manager/Senior Traffic Engineer

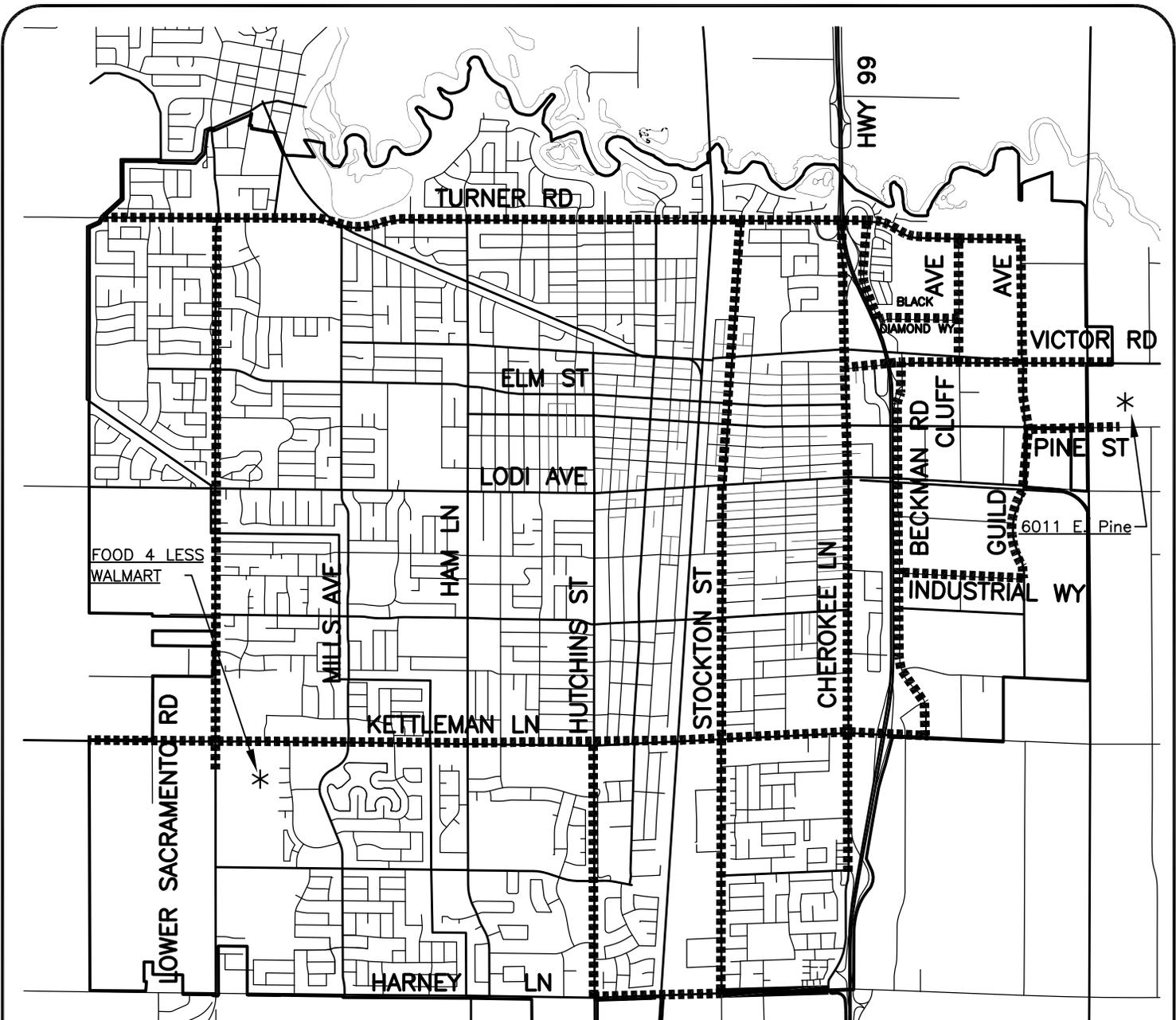
APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

STAA TRUCK ROUTES MODIFICATIONS



LEGEND

- = EXISTING STAA TRUCK ROUTES
- = PROPOSED STAA TRUCK ROUTES

NOTE: Trucks over two axles are prohibited on Turner Road from Lower Sacramento Road (north) to Highway 99 southbound ramps (Except pick-ups and deliveries within city limits)

* — 24/7 TURN AROUND



RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING TRAFFIC RESOLUTION NO. 97-148 BY
ESTABLISHING A SURFACE TRANSPORTATION
ASSISTANCE ACT TRUCK ROUTE ON HARNEY LANE
FROM STOCKTON STREET TO CHEROKEE LANE

=====

WHEREAS, with the planned commercial development at the southeast corner of Harney Lane and Stockton Street, City staff recommends establishing a Surface Transportation Assistance Act (STAA) terminal access route on Harney Lane between Stockton Street and Cherokee Lane, as shown on Exhibit A (attached); and

WHEREAS, in 2010, the Harney Lane widening project between 500 feet west of Stockton Street and 300 feet east of Cherokee Lane; and the State Route 99/Harney Lane interim interchange improvement project were designed and constructed to accommodate STAA truck-turning movements; and

WHEREAS, Caltrans has reviewed and approved this STAA terminal access route request and will install STAA route signage in their jurisdiction at the Harney Lane and State Route 99 interchange.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148, Section 8, "Weight Limit/Commercial-Vehicle Restrictions," Part B, by establishing a STAA terminal access route on Harney Lane between Stockton Street and Cherokee Lane.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

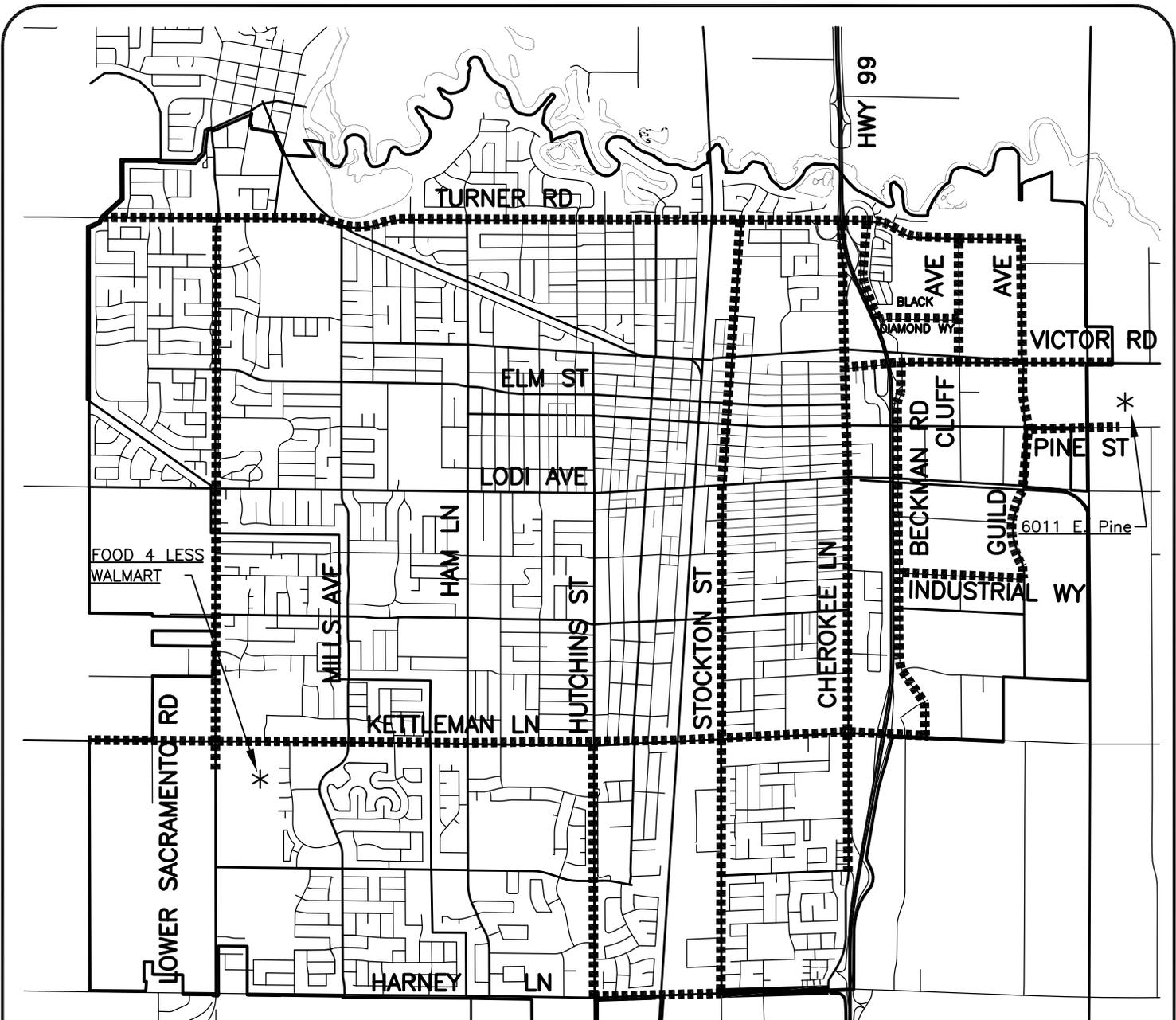
JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI

PUBLIC WORKS DEPARTMENT

STAA TRUCK ROUTES MODIFICATIONS



LEGEND

- = EXISTING STAA TRUCK ROUTES
- = PROPOSED STAA TRUCK ROUTES

NOTE: Trucks over two axles are prohibited on Turner Road from Lower Sacramento Road (north) to Highway 99 southbound ramps (Except pick-ups and deliveries within city limits)

* - 24/7 TURN AROUND





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16; and Set Public Hearing for July 15, 2015

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution initiating proceedings for the levy and collection of assessments, a resolution approving the annual report, and a resolution declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2015/16; and set a public hearing for July 15, 2015.

BACKGROUND INFORMATION: Over the past 12 years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, and 3) street parkway trees. The activities and levy amounts vary by zone, as described in the City of Lodi, Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Report (Report), Fiscal Year 2015/16.

The Report includes diagrams of the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of maintenance, operations and servicing of improvements; and the net levy upon all assessable lots and/or parcels within the District.

The cost of maintenance increased slightly over last year however, utilizing a substantial reserve generated over many years, the individual zone and the total District's assessment for Fiscal Year 2015/16 will remain unchanged from Fiscal Year 2014/15. Staff intends to utilize the reserve to offset annual increases until such time that the reserve is reduced to an appropriate level.

The District's Fiscal Year 2015/16 budget is provided in Attachment A. The Engineers Report is provided in Attachment B.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2015/16, approve the annual report, to declare its intention to levy the assessments and to set a public hearing for July 15, 2015, to receive public comments. After the public hearing, City Council will be asked to confirm the final report and order the levy and collection of the assessments.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Funding for preparation of the annual report is included in the assessments.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer

FWS/CS/SN/kjc

Attachments

cc: Deputy Public Works Director / City Engineer
NBS

ATTACHMENT A
Fiscal Year 2015/16 Budget

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$38,208.00
Contingency	3,820.80
Reserve	0.00
<i>Total Landscape</i>	<i>\$42,028.80</i>
2. Street Parkway Trees	
Maintenance	\$1,266.00
Contingency	126.60
<i>Total Street Parkway Trees</i>	<i>\$1,392.60</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	100.00
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
Total Annual Maintenance:	\$44,521.40
General Benefit Contribution ¹:	(\$841.45)
Total Assessable Maintenance:	\$43,679.95
Incidentals:	
A. Consultant Fees	\$12,488.15
B. City Administrative Fees	2,184.00
C. Publication	1,500.00
D. County Collection Fees	338.39
Total Incidentals:	\$16,510.54
Total Assessable Maintenance & Incidentals:	\$60,190.49
Surplus from Previous Fiscal Year:	(\$26,027.51)
BALANCE TO ASSESSMENT:	\$34,162.98

¹ Information about the General Benefit component can be located in Section 5 of this report.



City of Lodi

Consolidated Landscape Maintenance District No. 2003-1

Fiscal Year 2015/16 Engineer's Report

July 2015

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

**CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1**

**221 W. Pine Street
Lodi, California 95240
Phone - (209) 333-6800
Fax - (209) 333-6710**

CITY COUNCIL

Bob Johnson, Mayor
Mark Chandler, Mayor Pro Tempore
Doug Kuehne, Council Member
Joanne Mounce, Council Member
Alan Nakanishi, Council Member

CITY STAFF

Stephen Schwabauer, City Manager
Jordan Ayers, Deputy City Manager
Jennifer M. Ferraiolo, City Clerk
Janice D Magdich, City Attorney
Wally Sandelin, Public Works Director

NBS

Greg Davidson, Client Services Director
Nick Dayhoff, Consultant

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1. ENGINEER'S LETTER

WHEREAS, on June 17, 2015, the *City Council* (the "Council") of the *City of Lodi* (the "City"), pursuant to the *Landscaping and Lighting Act of 1972* (the "Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* (the "District"), Fiscal Year 2015/16;

WHEREAS, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

NOW THEREFORE, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
Zone 1 - Total Assessment	\$4,075.92
Dwelling Unit Equivalents	74.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 2 - Total Assessment	\$7,325.64
Dwelling Unit Equivalents	133.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 3 - Total Assessment	\$716.04
Dwelling Unit Equivalents	39.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 4 - Total Assessment	\$624.24
Dwelling Unit Equivalents	34.000
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 5 - Total Assessment	\$12,282.84
Dwelling Unit Equivalents	223.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 6 - Total Assessment	\$4,406.40
Dwelling Unit Equivalents	80.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 8 - Total Assessment	\$936.36
Dwelling Unit Equivalents	17.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 9 - Total Assessment	\$201.96
Dwelling Unit Equivalents	11.000
Assessment per Dwelling Unit Equivalent	\$18.36

(Continued on next page)

DESCRIPTION	AMOUNT
Zone 11 - Total Assessment	\$440.64
Dwelling Unit Equivalents	8.000
Assessment per Dwelling Unit Equivalent	\$55.08
Zone 13 - Total Assessment	\$1,709.34
Dwelling Unit Equivalents	93.104
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 14 - Total Assessment	\$624.24
Dwelling Unit Equivalents	17.000
Assessment per Dwelling Unit Equivalent	\$36.72
Zone 15 - Total Assessment	\$665.88
Dwelling Unit Equivalents	36.268
Assessment per Dwelling Unit Equivalent	\$18.36
Zone 16 - Total Assessment	\$153.48
Dwelling Unit Equivalents	8.360
Assessment per Dwelling Unit Equivalent	\$18.36

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

F. Wally Sandelin, P.E., Engineer of Work

Date

Seal

2. OVERVIEW

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2015/16. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

2.1 District Formation and Annexation History

The District is currently comprised of 13 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

ZONES 1 AND 2

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 3 THROUGH 6

In 2004, separate reports were prepared for Zones 3 through 6. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 8, 9, AND 11

A separate report was prepared in 2005 for Zones 8, 9, and 11. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONE 13

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

ZONES 14 THROUGH 16

A separate engineer’s report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City will begin levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

2.2 Effect of Proposition 218

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City's landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the "Assessment Law".

3. PLANS AND SPECIFICATIONS

The facilities operated, serviced and maintained within each Zone are generally described as follows:

ZONE 1 – ALMONDWOOD ESTATES

1. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1,220 linear feet.
2. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
3. Street parkway trees located within the public street within the Zone 1 boundary.

ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3

1. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1,200 linear feet.
2. Street parkway trees located within the public street within the Zone 2 boundary.

ZONE 3 – MILLSBRIDGE II

1. Street parkway trees located within the public street within the Zone 3 boundary.

ZONE 4 – ALMOND NORTH

1. Street parkway trees located within the public street within the Zone 4 boundary.

ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES

Legacy Estates I

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
2. Street parkway trees located within the public street within the Zone 5 boundary.

Legacy Estates II

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
2. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
3. Street parkway trees located within the public street within the Zone 5 boundary.

Kirst Estates

1. Street parkway trees located within the public street within the Zone 5 boundary.

ZONE 6 – THE VILLAS

1. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
2. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
3. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
4. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
5. Street parkway trees located within the public street within the Zone 6 boundary.

ZONE 8 – VINTAGE OAKS

1. A masonry wall and 13.5' wide landscaping strip, including a 4-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
2. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
3. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.

ZONE 9 – INTERLAKE SQUARE

1. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.

ZONE 11 – TATE PROPERTY

1. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
2. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.

ZONE 13 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 14 – LUCA PLACE

1. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
2. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.

ZONE 15 – GUILD AVENUE INDUSTRIAL

1. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
2. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.

ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL

1. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
2. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

4. BENEFITS

The special benefits conferred from the installation and maintenance of the improvements need to be identified. The improvements shown in Section 3 are, hereby, reasonably determined to confer certain special benefits to parcels within each applicable Zone, and such special benefits are described below.

4.1 *Masonry Wall Maintenance*

The overall appeal of an area is enhanced when neighborhood masonry wall improvements are in place and kept in satisfactory condition. Conversely, appeal decreases when such walls are deteriorating, damaged, unsafe or defaced by graffiti.

Improved Aesthetics: Neighborhood masonry walls, when coupled with landscaping improvements, improve the livability, appearance and desirability for properties within each applicable Zone. Such walls also create a sense of community within the applicable Zones. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

4.2 *Landscape Maintenance*

The overall appeal of an area is enhanced when landscaping improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when landscaping is overgrown, unsafe or destroyed by the elements or vandalism.

Improved Aesthetics: Street landscaping improvements improve the livability, commercial activity, appearance and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Victoria Transport Policy Institute (2011), streetscapes have a significant effect on how people view and interact with their community. With streetscapes that are safe and inviting, people are more likely to walk, which can help reduce automobile traffic, improve public health, stimulate local economic activity and attract residents and visitors to the community.

4.3 *Street Parkway Trees Maintenance*

The overall appeal of an area is enhanced when street parkway trees improvements are in place and kept in a healthy and satisfactory condition. Conversely, appeal decreases when street parkway trees are overgrown, unsafe or destroyed by the elements or vandalism.

Improved Aesthetics: Much like street landscaping improvements, maintenance of street parkway trees improves the livability, appearance and desirability for properties within each applicable Zone. Regular maintenance ensures that the improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties adjacent to or in close proximity to the improvements within each applicable Zone. According to the Urban Forestry Network, trees add beauty to their surroundings by adding color to an area, softening harsh lines of buildings, screening unsightly views

and contributing to the character of their environment. Trees have also proven to contribute to a community's economy and way of life. Trees planted along and around buildings provide a distraction for the eye, softening the background. Trees also contribute eye-catching colors to their surroundings, from the different shades of green found in the leaves, the colors found in flowering trees and sometimes even the bark of the tree.

5. QUANTIFICATION OF GENERAL BENEFIT

5.1 Introduction

Pursuant to Article XIID, all parcels that receive a special benefit conferred upon them as a result of the improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the improvements. *Division 12 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972*, permits the establishment of assessment districts by local agencies for the purpose of providing certain public improvements necessary or convenient for providing certain public services.

Section 22573 of the Act requires that assessments must be levied according to benefit received rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

Article XIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit. Furthermore, it's required that the City separate the general benefits from special benefits, because only special benefits may be assessed to property owners.

5.2 Separation of General Benefit

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them, the local agency must next "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 3 of this Report, will only be provided within the boundaries of each Zone. There will be no improvements or maintenance services provided by the District outside of the boundaries of each Zone.

The improvements provide aesthetic benefits to the properties within the various Zones of the District. However, it's recognized that the maintenance of the improvements also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular traffic and pedestrians passing through the various Zones will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify these general benefits.

5.3 Masonry Wall Maintenance

One method for determining the general aesthetic benefit conferred by the maintenance of the various neighborhood masonry walls is to compare the estimated time spent by occupants in vehicles and pedestrians traversing the improvements (general) to the estimated time spent by the population of the various Zones in close proximity to the improvements (special). Estimated time for these purposes will be referred to as “population-hours”, i.e., number of accumulated hours per day attributed to people in and around the area of the improvements. For purposes of this calculation, we will assign 24 hours to the estimated number of persons residing within each Zone.

According to the U.S. Census Bureau (2014), the average household size in the City is 2.82 persons. The following shows the number of residential units, the estimated persons, and the total population-hours of each Zone benefitting from masonry wall maintenance:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,150.56
11	8	23	541.44
TOTAL	535	1,510	36,208.80

1 Number shown is rounded to the nearest whole number.

2 Estimated Number of Persons multiplied by 24 (hours).

We now need to estimate the population-hours generated by occupants in vehicles passing by the masonry wall improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the “general public” benefitting from the improvements and services, and will not be included in the calculation of general benefit. We will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

According to data from the U.S. Department of Transportation (2011), the weighted average number of occupants per vehicle is 1.674. The following table shows the average number of occupants for each mode of vehicular transportation, the percentage of each mode of vehicular transportation, and the overall weighted average occupancy per vehicle:

Mode	Occupants	Percentage of All Vehicles	Weighted Occupancy
Car	1.59	50.6%	0.804
Van	2.35	7.9%	0.187
Sport Utility	1.92	17.9%	0.344
Pickup	1.49	19.9%	0.296
Other Truck	1.12	0.4%	0.004
Motorcycle	1.18	3.3%	0.039
Weighted Average Vehicle Occupancy			1.674

Using the weighted average vehicle occupancy number determined above, we can estimate the number of vehicle occupants passing by the improvements each day. We then multiply the time it takes to traverse the improvements at the given speed limit by the number of estimated vehicle occupants to derive population-hours for vehicular traffic.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ¹	Estimated Vehicle Occupants ²	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							337.97

1 Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.

2 Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various masonry wall improvements who may walk past those improvements on a daily basis.

The Summary of Travel Trends, 2009 National Household Travel Survey (NHTS) prepared by the U.S. Department of Transportation Federal Highway Administration (FHWA, 2011) analyzed the number of person trips by various modes of transportations such as private vehicle, transit, walking or some other means of transportation. According to the Pacific Division data extracted from the 2009 NHTS database, of the annual 181,703 (in millions) total person trips, 21,252 (in millions) or 11.70% of those person trips were made by using walking as their mode of transportation (FHWA, 2011).

In order to determine the estimated total number of persons who are within close proximity to the masonry wall improvements, and would utilize walking as their mode of transportation, we applied the 11.70% of person trips reported from the NHTS Pacific Division study, to the estimated number of persons residing within one-half mile of each Zone boundary.

In order to obtain a better picture of the overall level of general benefit provided by the masonry wall improvements, the pedestrian traffic that utilizes walking as the mode of transportation that may walk by the various improvements, but live outside of the various Zones, must be considered. The 2009 NHTS further details the purposes of the 21,252 (in millions) reported walking trips. Based on the property types within the District, people walking along the improvements would most likely do so for the following reasons: walking to school, day care or religious activity, social or recreational activities, and to shop or run errands.

The following details the number of walking trips, based on the 2009 NHTS study, for each of the activities that are the most likely reasons people outside of each Zone would use the sidewalks along the Zone boundary where the improvements are located:

Trip Purpose	Number of Walking Trips (in millions)
School/Daycare/Religious Activity	872
Shopping/Errands	5,820
Social/Recreational	2,268
Don't know/Other	139
Total	9,099

Of the total number of walking trips reported, 9,099 (in millions), or 42.81%, are for purposes that persons outside of each Zone would utilize the sidewalks along the Zone boundary where the improvements are located. We then need to estimate the accumulated amount of time it would take for these pedestrians to traverse the various improvements walking at a conservative average speed of 2 MPH.

The following table summarizes the calculation of population-hours for pedestrians passing by the masonry wall improvements, based upon the methodology and assumptions above:

Zone	Estimated Residential Units Outside Zone ¹	Estimated Population Outside Zone ²	Estimated Number of Pedestrians ³	Estimated Number of Peds. Passing ⁴	Length of Imp. (mi)	Time Passing Imp. (hr) ⁵	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
TOTAL POPULATION-HOURS (PEDESTRIAN)							145.88

1 Within one-half mile of Zone.

2 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.

3 An estimated 11.70% of population use walking as primary mode of transportation. Number shown is rounded to the nearest whole number.

4 An estimated 42.81% of pedestrians may walk by improvements for purposes described above. Number shown is rounded to the nearest whole number.

5 Estimated using an average walking speed of 2 MPH.

Summing the total special and general population-hours gives us a total of 36,692.65; therefore, the general benefit to vehicle occupants and pedestrians passing by the masonry wall improvements throughout the District is estimated to be 1.32% $[(337.97 + 145.88) / 36,692.65]$.

Masonry Wall General Benefit	1.32%
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5.4 Landscape Maintenance

In order to estimate the general aesthetic benefit conferred by the maintenance of the various landscaping improvements throughout the District, we will use the same methodology used to determine the general benefits conferred by the maintenance of the masonry wall improvements. The landscaping improvements for Zones 1, 2, 5, 6, 8, and 11 are all along the masonry walls within those Zones, so the population-hours data calculated for the masonry wall improvements will be the same for the landscape maintenance. However, there are four additional Zones for which the landscape maintenance must be considered: Zones 13, 14, 15, and 16.

The following shows the number of residential units, the estimated persons, and the total population-hours for each Zone benefitting from the landscape improvements:

Zone	Number of Residential Units	Estimated Number of Persons ¹	Population-Hours (Special) ²
1	74	209	5,008.32
2	133	375	9,001.44
5	223	629	15,092.64
6	80	226	5,414.40
8	17	48	1,151.56
11	8	23	541.44
14	17	48	1,150.56
TOTAL	552	1,558	37,360.36

1 2.82 persons per household. Number shown is rounded to the nearest whole number.

2 Estimated Number of Persons multiplied by 24 (hours)

There are also three non-residential Zones that benefit from the landscaping improvements and need to be considered. Due to the commercial nature of these properties, the calculation of population-hours will differ from that of the residential parcels. For these parcels, we will estimate population-hours factoring how long it takes for each vehicle trip generated by the properties within these Zones to traverse the improvements located within each Zone. The following table shows the calculation of population-hours for the non-residential Zones:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ²	Estimated Vehicle Occupants ³	Population-Hours (Special)
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	1,377	2,306	21.21
16	Kettleman Ln.	35 MPH	0.376	0.0107	559	937	10.05
	L. Sac. Rd.	50 MPH	0.117	0.0023	381	638	1.50
TOTAL POPULATION-HOURS (SPECIAL)							32.76

1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposed of this calculation.

2 Estimated average daily vehicle trips, based upon data compiled in the ITE Trip Generation Manual (7th Edition).

3 1.674 persons per vehicle. Number shown is rounded to the nearest whole number.

From this, we have determined that the total population-hours relating to special benefit are 37,393.12:

Category	Population-Hours (Special)
Residential	37,360.36
Non-Residential	32.72
TOTAL	37,393.08

We now need to estimate the population-hours generated by occupants in vehicles passing by the landscape improvements throughout the District. Any vehicle using the City's streets that lie along the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the improvements and services, and will not be included in the calculation of general benefit. Just like in the previous subsection, we will use several factors for such calculation, including average daily vehicle trips for the streets passing by the improvements of each Zone, the speed limit of those streets, the length of the improvements, and the estimated number of occupants per vehicle.

The following table summarizes the calculation of population-hours for vehicle occupants passing by the landscape improvements, based upon the methodology and assumptions above:

Zone	Street	Speed Limit	Length of Imp. (mi)	Time Passing Imp. (hr)	Average Daily Vehicle Trips ³	Estimated Vehicle Occupants ⁴	Population-Hours (General)
1	Stockton St.	40 MPH	0.231	0.0058	10,052	16,827	97.06
	Almond Dr.	30 MPH	0.065	0.0022	3,170	5,307	11.56
2	Harney Ln.	45 MPH	0.226	0.0050	8,439	14,128	70.87
5	Harney Ln.	45 MPH	0.310	0.0069	5,457	9,136	62.88
	Mills Ave.	30 MPH	0.113	0.0038	2,559	4,284	16.16
6	Harney Ln.	45 MPH	0.081	0.0018	11,115	18,608	33.43
	Cherokee Ln.	45 MPH	0.126	0.0028	3,439	5,757	16.15
8	L. Sac. Rd.	50 MPH	0.047	0.0009	14,575	24,400	22.70
11	Harney Ln.	45 MPH	0.028	0.0006	6,891	11,536	7.16
13 & 15 ¹	Victor Rd.	45 MPH	0.414	0.0092	9,423	15,774	145.06
14 ²	Westgate Dr.	25 MPH	0.157	0.0063	172	289	1.81
16	Kettleman Ln.	35 MPH	0.376	0.0107	28,291	47,361	508.21
	L. Sac. Rd.	50 MPH	0.117	0.0023	19,274	32,266	75.73
TOTAL POPULATION-HOURS (VEHICLE OCCUPANTS)							1,068.78

1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.

2 Average Daily Trips along Westgate Dr. were estimated, using data compiled in the ITE Trip Generation Manual (7th Edition), since data from the City was not available.

3 Data provided by the City; adjusted to remove estimated average daily vehicle trips generated by the parcels within each Zone, based upon data compiled in the ITE Trip Generation Manual (7th Edition), so that they are not included in the general benefit calculation.

4 Number shown is rounded to the nearest whole number.

In addition to vehicular traffic passing by the improvements, we also need to estimate the general benefits conferred to pedestrians that don't reside within the District, but may walk by the improvements. For this purpose, we will consider the estimated population within one-half mile of the various landscape improvements who may walk past those improvements on a daily basis.

Zone	Estimated Residential Units Outside Zone ²	Estimated Population Outside Zone ³	Estimated Number of Pedestrians ⁴	Estimated Number of Peds. Passing ⁵	Length of Imp. (mi)	Time Passing Imp. (hr) ⁶	Population-Hours (General)
1	2,845	8,023	939	402	0.296	0.1480	59.47
2	1,984	5,595	655	280	0.226	0.1130	31.67
5	1,287	3,629	425	182	0.423	0.2115	38.45
6	895	2,524	295	126	0.207	0.1035	13.08
8	539	1,520	178	76	0.047	0.0235	1.79
11	720	2,030	238	102	0.028	0.0140	1.42
13 & 15 ¹	329	928	109	46	0.414	0.2070	9.62
14	207	584	68	29	0.157	0.0785	2.30
16	2,152	6,069	710	304	0.493	0.2465	74.93
TOTAL POPULATION-HOURS (PEDESTRIAN)							232.73

1 The improvements for Zones 13 and 15 are exactly the same, so they were considered one entity for purposes of this calculation.

2 Within one-half mile of Zone.

3 2.82 residents per household, per U.S. Census Bureau data. Number shown is rounded to the nearest whole number.

4 An estimated 11.70% of population use walking as primary mode of transportation, as noted in Section 5.3. Number shown is rounded to the nearest whole number.

5 An estimated 42.81% of pedestrians may walk by improvements for purposes described in Section 5.3. Number shown is rounded to the nearest whole number.

6 Estimated using an average walking speed of 2 MPH.

Summing the special and general population-hours gives us a total of 38,694.59; therefore, the general benefit to vehicle occupants and pedestrians passing by the landscape improvements throughout the District is estimated to be 3.36% $[(1,068.78 + 232.73) / 38,694.59]$.

Landscaping General Benefit	3.36%
------------------------------------	--------------

5.5 Street Parkway Trees Maintenance

All of the street parkway tree improvements within the various Zones are along what are considered local streets, i.e. streets other than major arterial or collector streets within the City. In other words, these streets are intended to serve only the individual residential neighborhoods in which they are located, and not to be pass-through streets. In addition, according to the City's General Plan (2010), local streets accommodate low volumes of local traffic and provide access to individual parcels. Local streets typically have two travel lanes and allow parking on both sides of the street. Through traffic is permitted on local streets, but high speeds are discouraged.

From a visual inspection of the layout of the various Zones, one must conclude that the purpose of the local streets is exclusively intended for the benefit of the parcels on such streets. There is no local street that provides a direct or efficient means of traveling from one place to another such that one could reasonably expect a driver to purposefully choose the District's local streets as the best route for travel unless necessary because the route either began or ended with a parcel in the District. A route beginning or ending with a parcel within the District does not include the "general public" for purposes of determining general benefit.

However, one can imagine a minimal degree of pass-through traffic even on something such as a cul-de-sac. As expressed by the Appellate Court in *Beutz v. County of Riverside* (2010), "... courts of this state have long recognized that virtually all public improvement projects provide general benefits."

Given the location to the schools, parks, and shopping in the City, there are bound to be drivers that make use of the local streets for no other reason but to turn around or go back from where they came, especially if they are dropping their children off at one of the schools. Additionally, given the nature of the street trees, one could imagine a small degree of "residential tourism" wherein drivers are in fact simply "passing through" to enjoy the beautiful views of the homes, the natural surroundings or visiting friends. A conservative estimate of 0.50% for each scenario would result in the general benefit portion of the improved aesthetic benefits resulting from the maintenance of the street parkway trees on local streets to be 1.00% and the special benefit is estimated to be 99.00%.

Street Parkway Trees General Benefit	1.00%
---	--------------

5.6 Collective General Benefit

Since the District is comprised of improved aesthetic benefits resulting from a blend of improvements (masonry walls, landscaping, and street parkway trees), the activity of both pedestrians and vehicles must be addressed in a collective form rather than independently. Therefore, the arithmetic mean of the general benefit percentages has been used to quantify the overall level of general benefit for the District. This general benefit result is provided in the table below:

Masonry Walls General Benefit	1.32%
Landscaping General Benefit	3.36%
Street Parkway Trees General Benefit	1.00%

District General Benefit	1.89%
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The general benefit, which is the percentage of the total annual maintenance costs that must be funded through sources other than assessments, is 1.89%. The special benefit, which is the percentage of the total annual maintenance costs that may be funded by assessments, is 98.11%.

6. ASSESSMENT METHODOLOGY

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec 22574).

The Method of Assessment uses the following components to assign special benefit to each parcel:

- **Benefit Points:** Assignment of points for aesthetic special benefits.
- **Benefit Factor:** Multiplier. This is the number of DUE assigned per parcel.
- **Benefit Units:** Sum of a parcel's benefit points multiplied by the parcel's benefit factor. The total amount is the special benefit units assigned to a parcel.

The total costs of maintenance and operation, less the amount of general benefits identified, will be assessed to the parcels within the District based on the benefit units assigned to each parcel.

6.1 Benefit Points

The following table shows the Aesthetic Benefit Points to be assigned per DUE for each Zone, based upon the benefits conferred by the maintenance of various Landscape, Masonry Wall, and Street Tree improvements within the District (one point for each of the improvement types):

	Landscape Aesthetic Benefit Points		Masonry Wall Aesthetic Benefit Points		Street Parkway Trees Aesthetic Benefit Points		Aesthetic Benefit Points per DUE
Zone 1	1	+	1	+	1	=	3
Zone 2	1	+	1	+	1	=	3
Zone 3	0	+	0	+	1	=	1
Zone 4	0	+	0	+	1	=	1
Zone 5	1	+	1	+	1	=	3
Zone 6	1	+	1	+	1	=	3
Zone 8	1	+	1	+	1	=	3
Zone 9	0	+	0	+	1	=	1
Zone 11	1	+	1	+	1	=	3
Zone 13	1	+	0	+	0	=	1
Zone 14	1	+	0	+	1	=	2
Zone 15	1	+	0	+	0	=	1
Zone 16	1	+	0	+	0	=	1

6.2 Benefit Factor

The basis of determining a parcel's benefit factor is a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of the benefit factor and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit as compared to the single-family residential parcel.

The following table illustrates how DUEs are assigned to various types of property throughout the District:

PROPERTY TYPE	BENEFIT FACTOR
Single Family Residential	1.000 per Property
Multi-Family Residential (Duplex)	2.000 per Property
Multi-Family Residential (3 or more units)	5.000 per Acre
Commercial or Office	
For the First 7.5 Acres	5.000 per Acre
For the Next 7.5 Acres	2.500 per Acre
For All Acreage Over 15.0 Acres	1.250 per Acre
Industrial	4.000 per Acre

6.3 Benefit Units

The following table shows the resulting total Aesthetic Benefit Units within each Zone:

	Aesthetic Benefit Points per DUE		Benefit Factor (DUE)	=	Total Aesthetic Benefit Units
Zone 1	3	x	74.000	=	222.000
Zone 2	3	x	133.000	=	399.000
Zone 3	1	x	39.000	=	39.000
Zone 4	1	x	34.000	=	34.000
Zone 5	3	x	223.000	=	669.000
Zone 6	3	x	80.000	=	240.000
Zone 8	3	x	17.000	=	51.000
Zone 9	1	x	11.000	=	11.000
Zone 11	3	x	8.000	=	24.000
Zone 13	1	x	93.104	=	93.104
Zone 14	2	x	17.000	=	34.000
Zone 15	1	x	36.268	=	36.268
Zone 16	1	x	8.3600	=	8.360
TOTAL DISTRICT-WIDE AESTHETIC BENEFIT UNITS					1,860.732

6.4 Assessment Rate per Benefit Unit

The assessment rate for per Benefit Unit is then calculated as follows:

Total Assessable Annual Costs ¹	/	Total District Wide Aesthetic Benefit Units	=	Assessment Rate per Aesthetic Benefit Unit
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¹ Assessable Annual Costs are maintenance costs minus the amount determined to relate to general benefit that are not assessable.

Since the assessment rate has traditionally been presented as an Assessment Rate per DUE, it is important to convert these Assessment Rates per Benefit Unit into the simpler Assessment Rate per DUE, for comparative purposes. For any parcel within the District, that calculation is as follows:

Assessment Rate per Aesthetic Benefit Unit	x	Benefit Points Assigned to Parcel	=	Assessment Rate per DUE
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Assessment Rates per DUE for each Zone—based on the FY 2015/16 budget for the District—can be found in Section 7 of this report.

6.5 Adjustments to Maximum Assessments

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. At each Zone’s formation, balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually.

2. The new adjusted maximum assessment for the year represents the prior year's maximum assessment adjusted by the greater of:
 - (a) 5%, or
 - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2015/16, the increase in CPI is the percentage difference between the CPI of December 2014 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2015/16 CPI increase is 2.67%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be all urban consumers for the San Francisco-Oakland-San Jose area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

Example	CPI % Increase	5.00% Increase	Max % Increase Without Re-Balloting	Prior Year Max Rate Per DUE	Increase Per DUE	New Max Rate Per DUE
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer's report.

Although the maximum assessment will normally increase each year, the actual assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIID Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established.

7. ESTIMATE OF COSTS

7.1 Budget for Fiscal Year 2015/16

NBS has reviewed the budget and discussed with City staff the improvements and maintenance services provided by the assessment revenue. The costs for Fiscal Year 2015/16 are summarized in the following table:

Description	Amount
Annual Maintenance:	
1. Landscape	
Maintenance	\$38,208.00
Contingency	3,820.80
Reserve	<u>0.00</u>
<i>Total Landscape</i>	<i>\$42,028.80</i>
2. Street Parkway Trees	
Maintenance	\$1,266.00
Contingency	<u>126.60</u>
<i>Total Street Parkway Trees</i>	<i>\$1,392.60</i>
3. Masonry Walls	
Repair/Maintenance/Graffiti Removal	\$1,000.00
Contingency	<u>100.00</u>
<i>Total Masonry Walls</i>	<i>\$1,100.00</i>
Total Annual Maintenance:	\$44,521.40
General Benefit Contribution ¹:	(\$841.45)
Total Assessable Maintenance:	\$43,679.95
Incidentals:	
A. Consultant Fees	\$12,488.15
B. City Administrative Fees	2,184.00
C. Publication	1,500.00
D. County Collection Fees	<u>338.39</u>
Total Incidentals:	\$16,510.54
Total Assessable Maintenance & Incidentals:	\$60,190.49
Surplus from Previous Fiscal Year:	(\$26,027.51)
BALANCE TO ASSESSMENT:	\$34,162.98

¹ Information about the General Benefit component can be located in Section 5 of this report.

7.2 Assessment Rates per DUE

Based upon the FY 2015/16 Budget from the previous subsection, and the Method of Assessment for the District, the following table shows the revised FY 2015/16 Maximum Assessment Rate per DUE for each Zone, the FY 2015/16 Actual Assessment Rate per DUE for each Zone, the number of DUE within each Zone, and the Total Annual Assessment for each Zone:

	FY 2015/16 Maximum Assessment/DUE	FY 2015/16 Actual Assessment Rate/DUE	DUE	Total FY 2015/16 Annual Assessment
Zone 1	\$499.74	\$55.08	74.000	\$4,075.92
Zone 2	361.81	55.08	133.000	7,325.64
Zone 3	380.40	18.36	39.000	716.04
Zone 4	434.02	18.36	34.000	624.24
Zone 5	213.95	55.08	223.000	12,282.84
Zone 6	649.93	55.08	80.000	4,406.40
Zone 8	458.84	55.08	17.000	936.36
Zone 9	120.02	18.36	11.000	201.96
Zone 11	145.24	55.08	8.000	440.64
Zone 13	128.68	18.36	93.104	1,709.39
Zone 14	269.20	36.72	17.000	624.24
Zone 15	128.48	18.36	36.268	665.88
Zone 16	52.37	18.36	8.360	153.49
ROUNDING ADJUSTMENT				(\$0.06)
TOTAL ANNUAL ASSESSMENT				\$34,162.98

8. ASSESSMENT DIAGRAMS

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

When embossed, and printed in purple ink, this is a true copy of records of San Joaquin County.
 OCT 16 2003
 GARY W. FREEMAN Assessor-Recorder-Co. Clerk
 By *Christina Monero* Deputy

SCALE 1" = 100'

ASSESSMENT DIAGRAM, ZONE 1
 ALMONDWOOD ESTATES
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING THE NORTH EAST PORTION OF SECTION 13
 T.3 N., R. 5 E., M. D. B. & M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 26th
 DAY OF August 2003.

Sam J. Blunt
 CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 16th
 DAY OF August 2003.

Christina Monero
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 16th DAY OF October 2003 AT THE HOUR
 OF 10:00 O'CLOCK A.M. IN BOOK 5 PAGE 1 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Monero
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA

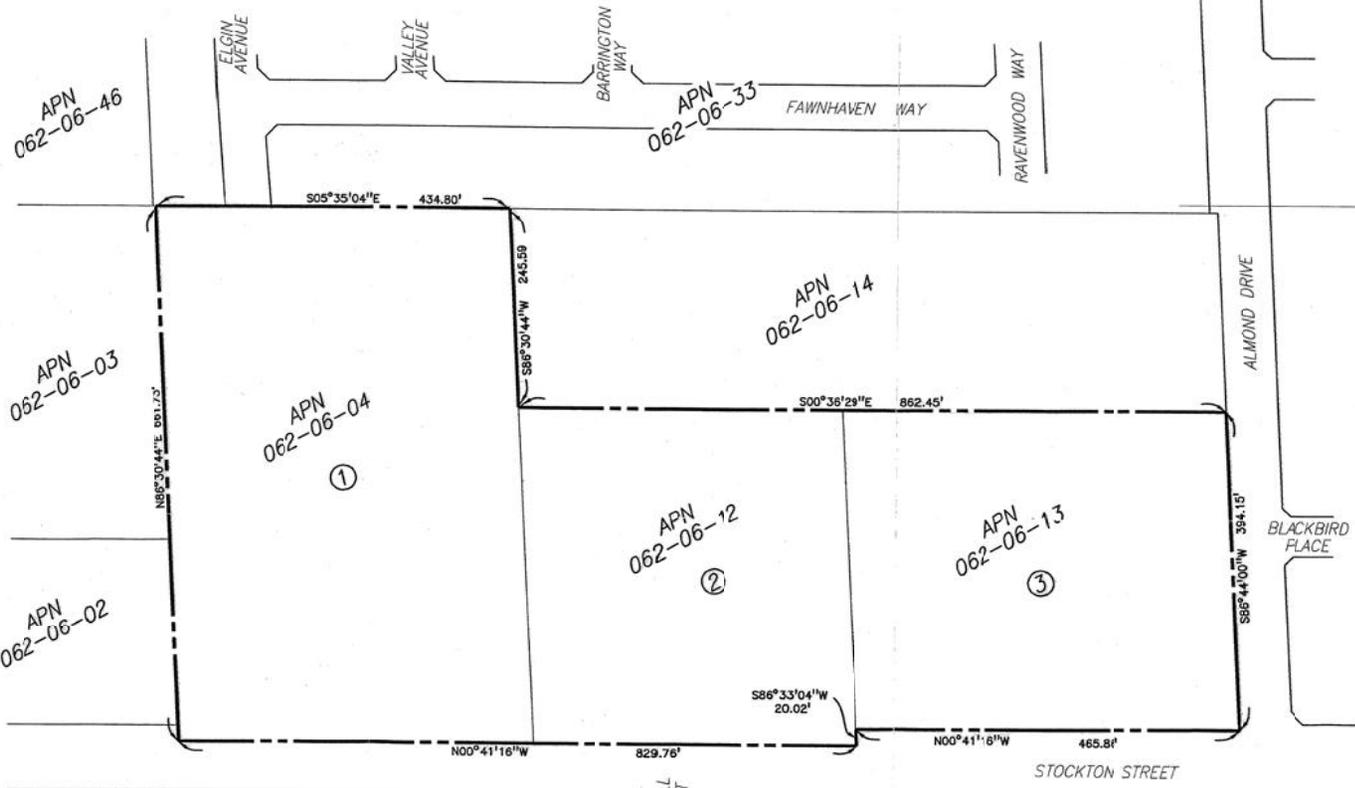
AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 15th DAY OF September 2003. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY OF LODI ON THE 16th DAY OF August 2003.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

Sam J. Blunt
 CITY CLERK OF THE CITY OF LODI



SHEET 1 OF 1

THOMPSON-HYSELL ENGINEERS
 A DIVISION OF THE KEITH COMPANY, INC.
 1018 12TH STREET, SACRAMENTO, CA 95834 (209) 521-8988



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

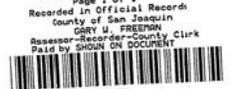
ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	060	4, 12, 13

NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 13.46 ACRES.

DOC # 2003-239328
 10/15/2003 10:28A Fee:7.00
 Page 1 of 1



NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 31.64 ACRES.

LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

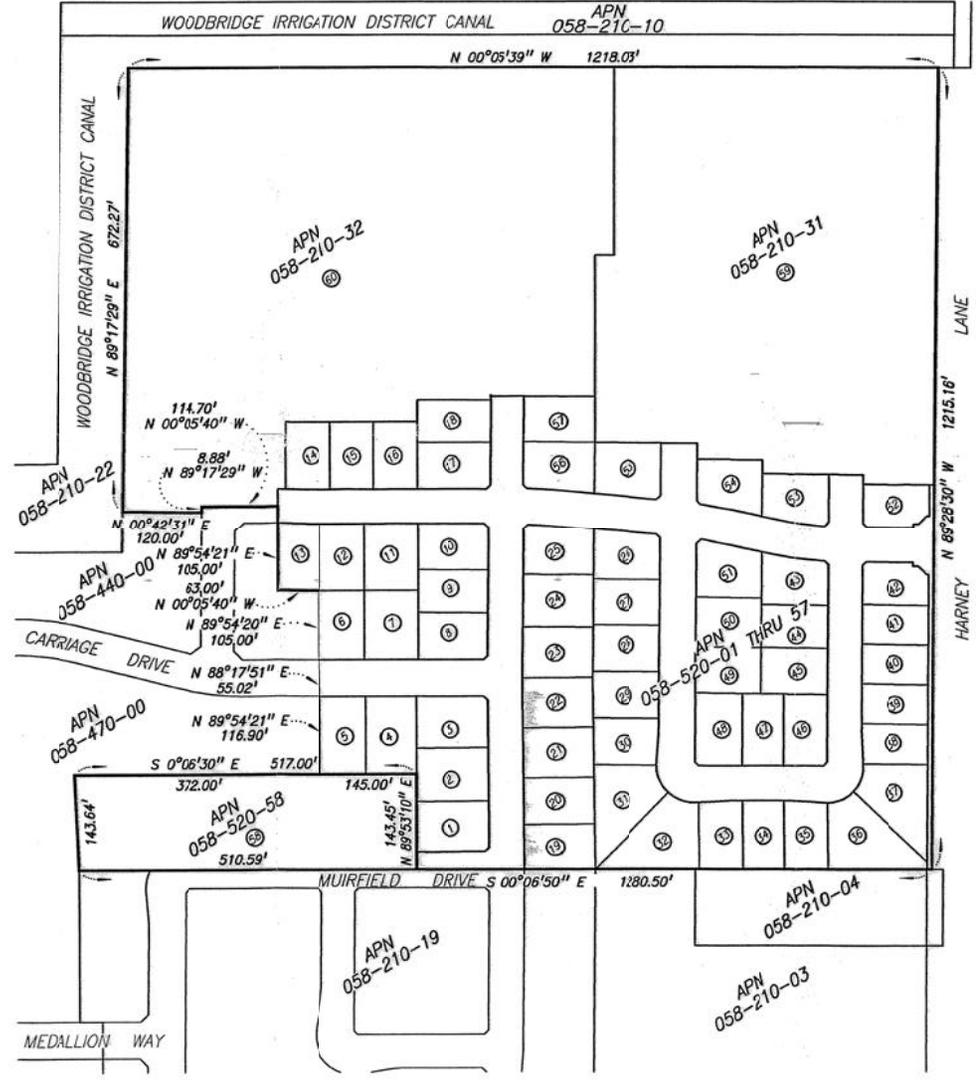
ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
058	210	31, 32
058	520	1-58

When embossed, and printed in purple ink, this is certified to a true copy of records of San Joaquin County.
 GARY W. FREEMAN Assessor-Recorder-County Clerk
 By *Christina Moreno* Deputy
 JAN 22 2004
 N.T.S.

**ASSESSMENT DIAGRAM
 CENTURY MEADOWS ONE, ZONE 2
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st
 DAY OF JANUARY 2004.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 21st
 DAY OF JANUARY 2004.

Richard C. Viter
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

FILED THIS 22 DAY OF JANUARY 2004 AT THE HOUR
 OF 3:00 O'CLOCK P.M. IN BOOK 2 PAGE 12 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA



AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 21 DAY OF JANUARY, 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY ON THE 21 DAY OF JANUARY, 2004.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

DOC # 2004-013613
 01/22/2004 03:28P Fee:7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY W. FREEMAN
 Assessor-Recorder-County Clerk
 Paid by SIGNER ON DOCUMENT

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI



CITY CLERK
CITY OF LODI

When embossed, and printed in purple ink, this is certified to be a true copy of records of San Joaquin County. DEC - 3 2003
GARY W. FREEMAN Assessor-Recorder-Co. Clerk
By *Christina Moreno* Deputy



**PROPOSED AMENDED BOUNDARIES
(CENTURY MEADOWS ONE, ZONE 2 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
NOVEMBER, 2004

DOC # 2003-281218

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Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by STH on document



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 3 DAY OF December 2004.

Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

RECORDED THIS 9 DAY OF December 2004 AT THE HOUR OF 9:47 A.M. IN BOOK 18 PAGE 9 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by *Christina Moreno*
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE 3 DAY OF December, 2004, BY ITS RESOLUTION NO. 2003-227.

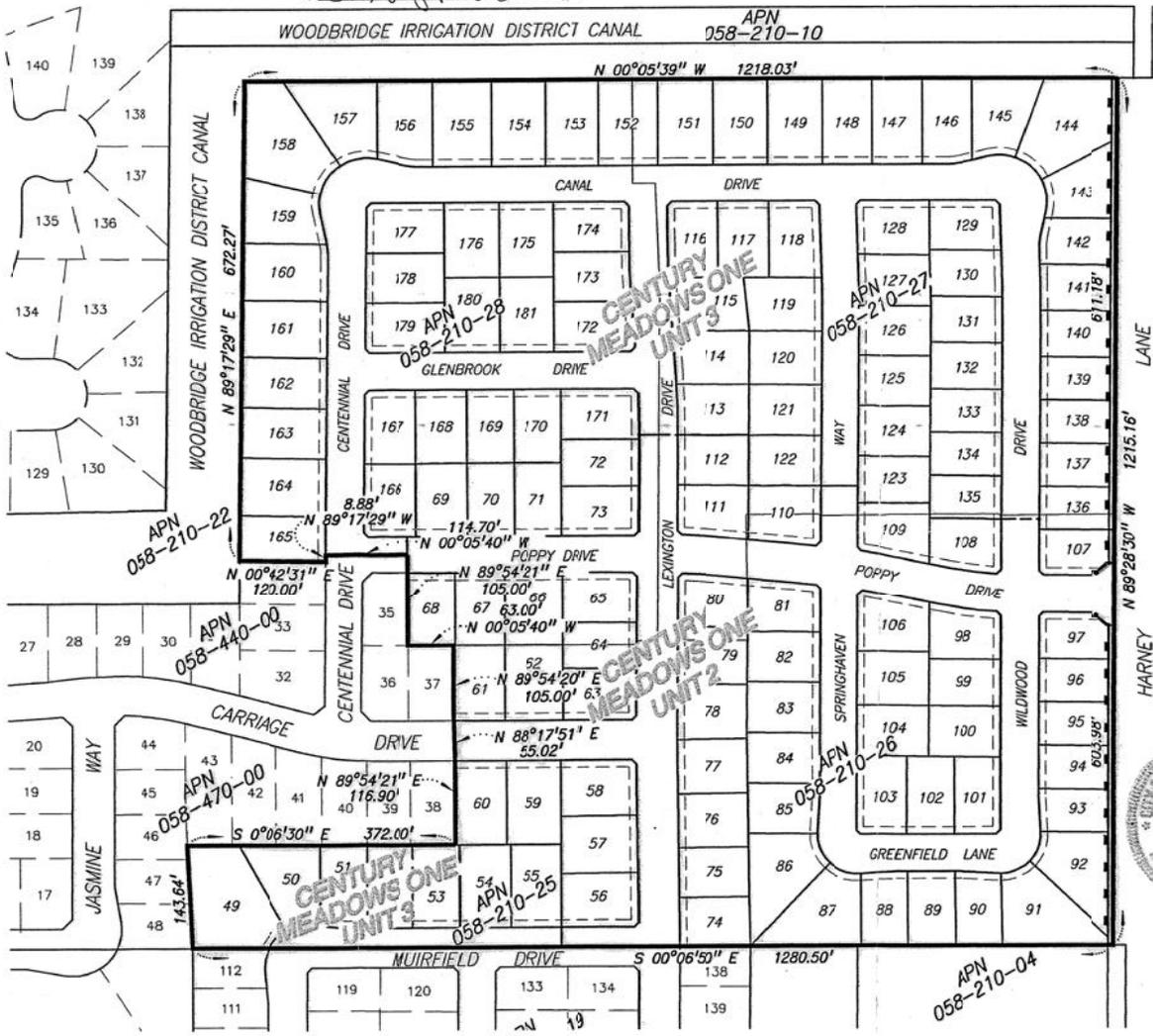
Susan V. Blodgett
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.



LEGEND:

————— OVERALL DISTRICT BOUNDARY LINE



PROPOSED AMENDED BOUNDARIES
(MILLSBRIDGE II, ZONE 3 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 11, T.3N., R.6E., M.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA
MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17th DAY
OF 19 2004.

Susan J. Blalock
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March 2004 AT THE HOUR
OF 2:00 O'CLOCK P.M. IN BOOK PAGE 10 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Moreno
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
DAY OF MARCH 17, 2004, BY ITS RESOLUTION NO. 2004-49

Susan J. Blalock
CITY CLERK OF THE CITY OF LODI

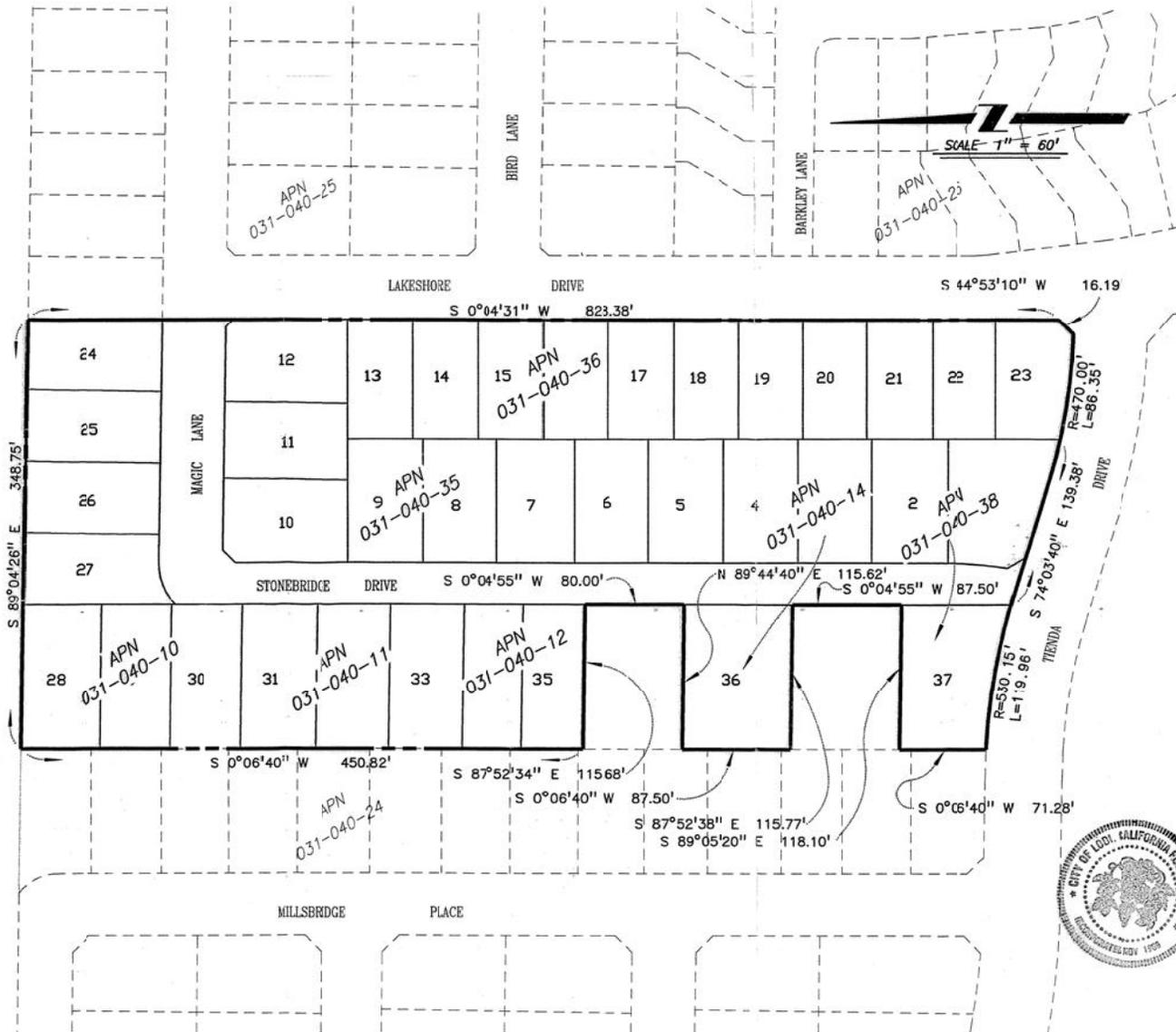
THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
SAN JOAQUIN, STATE OF CALIFORNIA.

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Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Recorder-Recorder-County Clerk
Filed by SHOUN ON DOCUMENT



SHEET 1 OF 1

WOODBRIDGE IRRIGATION DISTRICT CANAL



LEGEND:

OVERALL DISTRICT BOUNDARY LINE

When embossed, and printed in purple ink, this is certified to
be a true copy of records of San Joaquin County.

510

PROPOSED AMENDED BOUNDARIES
 (ALMOND NORTH, ZONE 4 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 14, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS

1016 12th STREET MODESTO, CALIFORNIA
 MARCH, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI, THIS 17TH DAY
 OF MARCH 2004.

Shawn B. Blight
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 19 DAY OF March 2004 AT THE HOUR
 OF 2:20 P.M. W BOOK 5 PAGE 105 OF
 MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christine Moreno
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I, HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF March 17, 2004, BY ITS RESOLUTION NO. 2004-49
Shawn B. Blight
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
 SAN JOAQUIN, STATE OF CALIFORNIA.

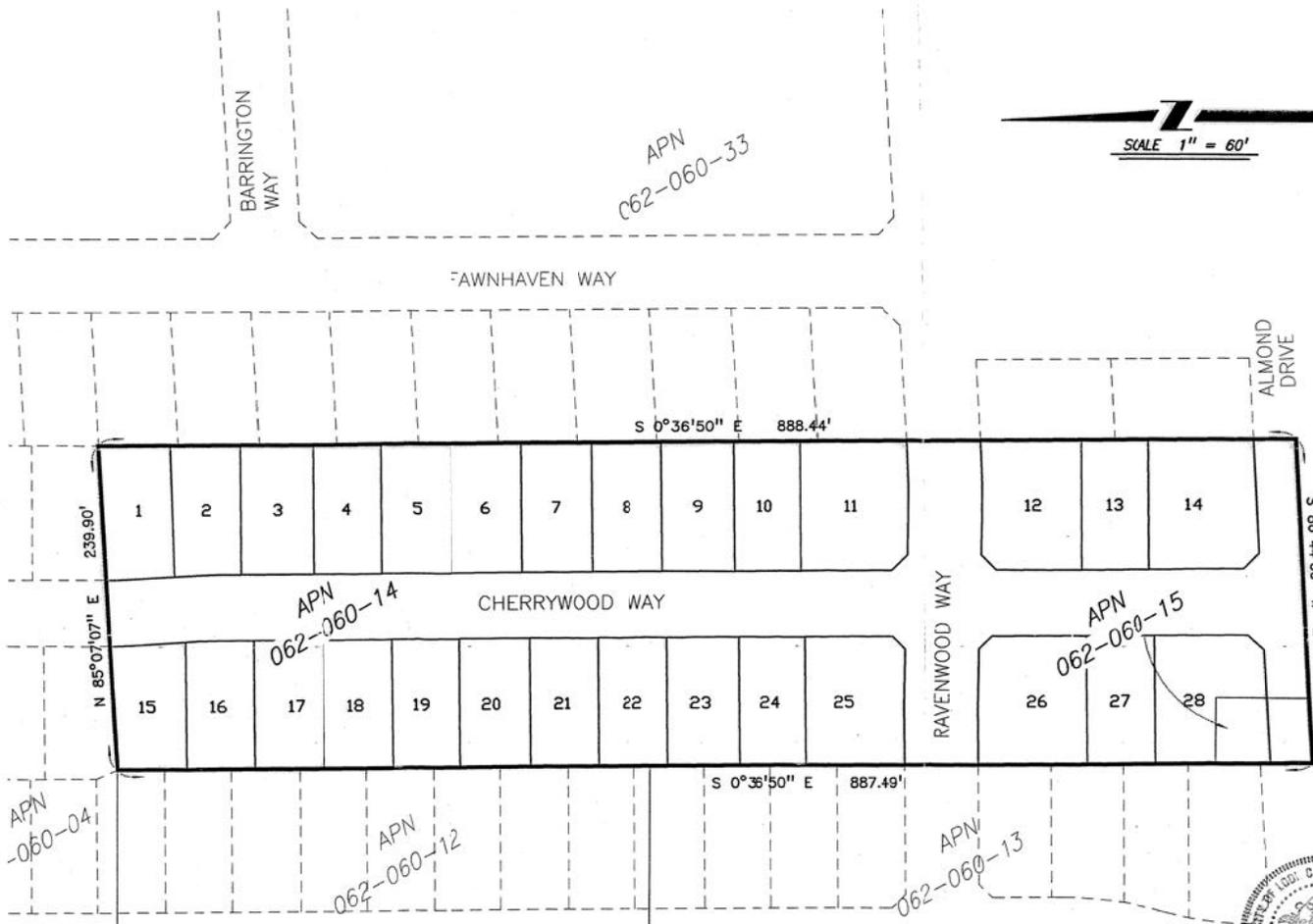
DCC # 2004-256434

03/19/2004 02:28P Fee 7.00
 Page 1 of 1
 Recorded in Official Records
 County of San Joaquin
 GARY W. FREEMAN
 Assessor-Recorder-County Clerk
 Paid by SHOW UP DOCUMENT



LEGEND:

OVERALL DISTRICT BOUNDARY LINE



I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

Gary Freeman

GARY FREEMAN
Assessor-Recorder-Co Clerk
San Joaquin County, CA



SEP - 3 2004

NOT TO SCALE



ASSESSMENT DIAGRAM, ZONE 5
LEGACY ESTATES I & II, AND KIRST ESTATES
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY
STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 15
T.3 N., R. 6 E., M. D. B. & M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 3rd
DAY OF September 2004.

Susan J. Bluchet
CITY CLERK OF THE CITY OF LODI



RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2nd
DAY OF September 2004.

Richard Cray
SUPERINTENDENT OF STREETS
OF THE CITY OF LODI

FILED THIS 3rd DAY OF SEPTEMBER 2004 AT THE HOUR
OF 2:30 O'CLOCK P.M. IN BOOK 5, PAGE 37 OF
MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman
ASSESSOR-RECORDER-COUNTY CLERK
OF SAN JOAQUIN COUNTY, CALIFORNIA
Jeanette Davis

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA ON THE PIECES AND PARCELS
OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
ON THE 1st DAY OF SEPTEMBER 2004. THE ASSESSMENT DIAGRAM AND THE
ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
OF STREETS OF THE CITY ON THE 2nd DAY OF SEPTEMBER 2004.
REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

Susan J. Bluchet
CITY CLERK OF THE CITY OF LODI



SHEET 1 OF 1



DOC # 2004-200733
09/03/2004 02:38P Fee:7.00

Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by INDIVIDUAL ON DOCUMENT



NOTES:

1. ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
2. THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
3. THIS ASSESSMENT DISTRICT CONTAINS 42.10 ACRES.

LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

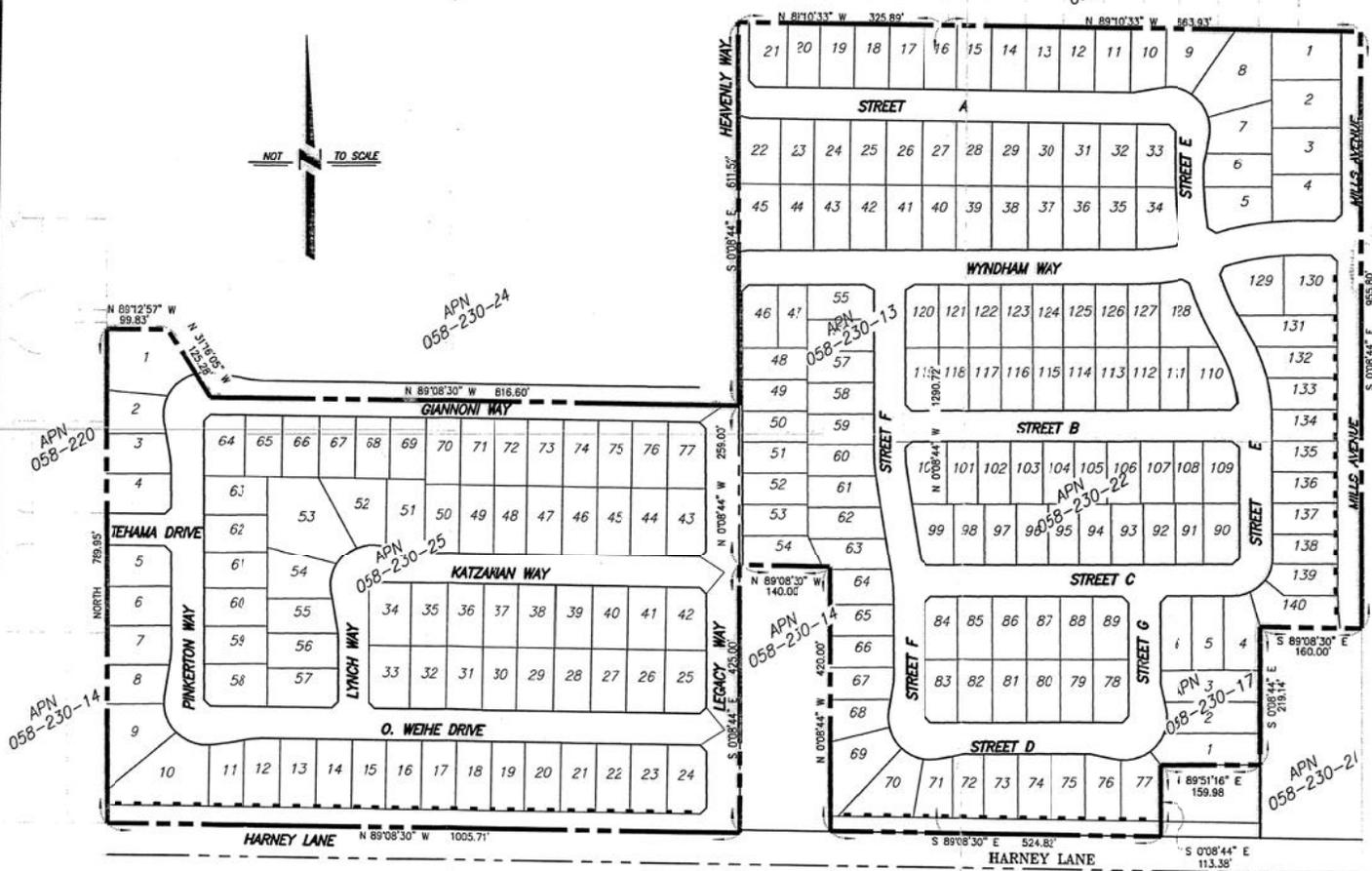
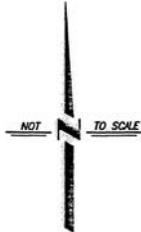
BOOK	PAGE	PARCELS
058	230	13, 17 (PORTION), 22, 25

02/20/2004 09:50:00 AM 10/11/2004 10:50:00 AM 10/11/2004 10:50:00 AM

I hereby certify that this is a true copy of the record consisting of 1 pages if the seal of this office is impressed in purple ink.

Gary W. Freeman
JUL 14 2004

GARY FREEMAN
Assessor-Recorder-Ct Clerk
San Joaquin County, CA



**PROPOSED AMENDED BOUNDARIES
(LEGACY ESTATES I&II AND KIRST ESTATES,
ZONE 5 ANNEXATION)
CITY OF LODI CONSOLIDATED LANDSCAPE
MAINTENANCE ASSESSMENT DISTRICT
NO. 2003-1 CITY OF LODI,
SAN JOAQUIN COUNTY,
STATE OF CALIFORNIA**

BEING A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 15, T.3N., R.6E., N.D.B.&M.,
CITY OF LODI,
SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
1016 12th STREET MODESTO, CALIFORNIA
JUNE, 2004

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 7 DAY OF JULY 2004.

Susan J. Black
CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JUN 2004 AT THE HOUR OF 10:00 A.M. IN BOOK 5 PAGE 216 OF MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STAT. OF CALIFORNIA.

Gary W. Freeman by Christy Moore
COUNTY RECORDER
OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

Susan J. Black
CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PRIOR RECORDED AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

DOC # 2004-155561

07/14/2004 12:01P Fee:7.08
Page 1 of 1
Recorded in Official Records
County of San Joaquin
GARY W. FREEMAN
Assessor-Recorder-Ct Clerk
Paid by INDIVIDUAL OR DOCUMENT



LEGEND:

--- OVERALL DISTRICT BOUNDARY LINE

ASSESSMENT DIAGRAM, ZONE 6
 THE VILLAS
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING THE SOUTHEAST PORTION OF SECTION 13
 T.3 N., R. 6 E., M. D. B. & M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 1st
 DAY OF September 2004.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS 2nd
 DAY OF September 2004.

Richard P. ...
 SUPERINTENDENT OF STREETS
 OF THE CITY OF LODI

I hereby certify that this is a true copy of
 the record consisting of 1 pages if the
 seal of this office is impressed in purple ink.

Gary W. Fregman
 GARY FREGMAN
 Assessor-Recorder-City Clerk
 San Joaquin County, CA



SEP - 3 2004

FILED THIS 3rd DAY OF September 2004 AT THE HOUR
 OF 2:30 CLOCK P.M. IN BOOK 5 PAGE 29 OF
 MAP OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

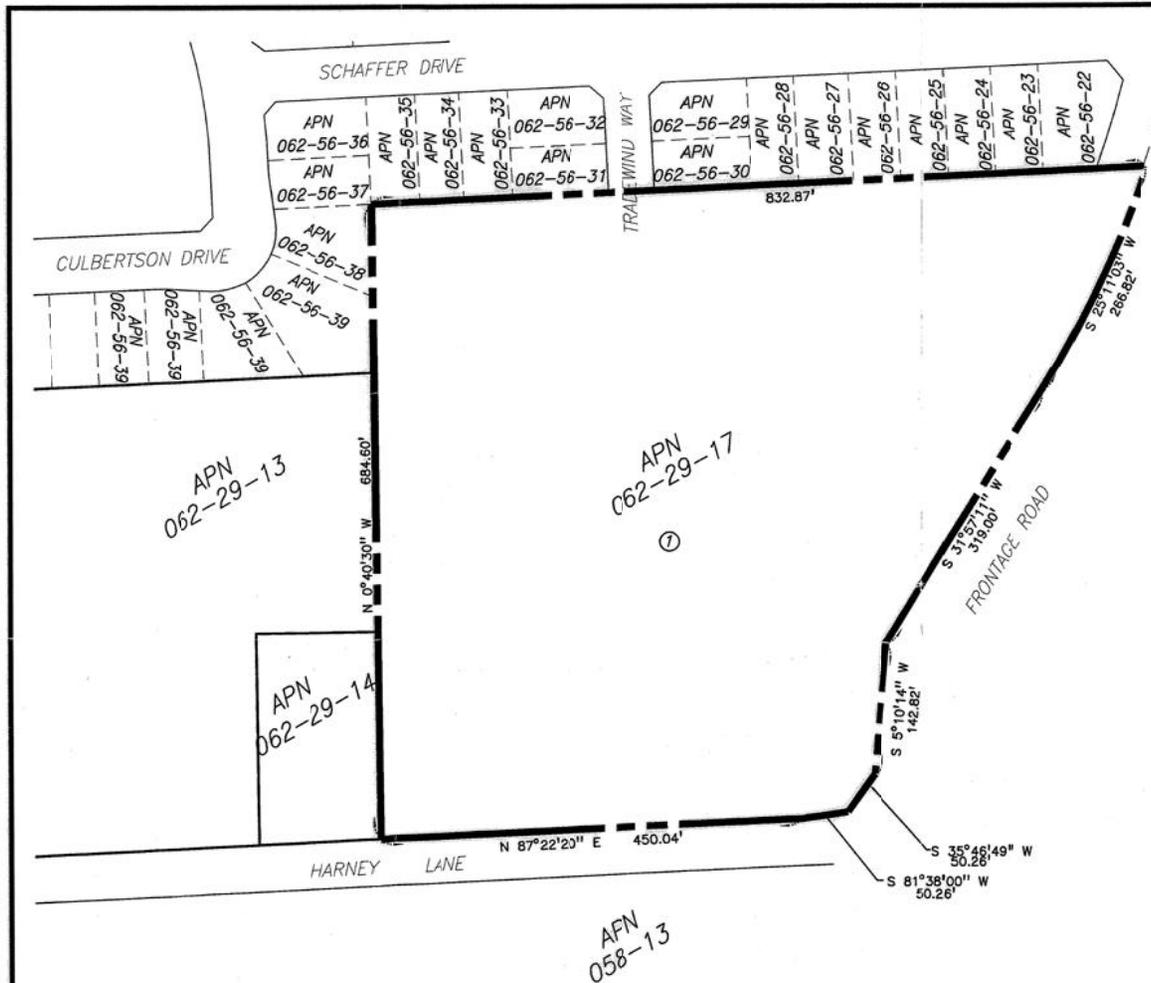
Gary W. Fregman by J. ...
 ASSESSOR-RECORDER-COUNTY CLERK
 OF SAN JOAQUIN COUNTY, CALIFORNIA **JENNIFER DAVIS**

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF LODI,
 COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, ON THE PIECES AND PARCELS
 OF LAND SHOWN ON THE ASSESSMENT DIAGRAM. THE ASSESSMENT WAS LEVIED
 ON THE 1 DAY OF September, 2004. THE ASSESSMENT DIAGRAM AND THE
 ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT
 OF STREETS OF THE CITY ON THE 2nd DAY OF September, 2004.
 REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE
 SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT
 LEVIED AGAINST EACH PARCEL OF LAND SHOWN OF THIS ASSESSMENT DIAGRAM.

Susan J. Blacht
 CITY CLERK OF THE CITY OF LODI

SHEET 1 OF 1

**THOMPSON-HYSELL
 ENGINEERS**
 A DIVISION OF THE BORTH COMPANY, INC.
 1010 12TH STREET, MCKEESVILLE, CA 95354 (209) 521-8989



LEGEND:

- ASSESSMENT DISTRICT BOUNDARY LINE
- ① ASSESSMENT DISTRICT PARCEL NUMBER

ASSESSMENT DIAGRAM INDEX

BOOK	PAGE	PARCELS
062	290	17

- NOTES:**
- ASSESSMENTS APPLY ONLY TO LAND LOCATED WITHIN THE CITY OF LODI AND WITHIN THE DESIGNATED ASSESSOR'S PARCELS.
 - THIS MAP WAS COMPILED FROM THE RECORD INFORMATION AND IS NOT THE RESULT OF A FIELD SURVEY.
 - THIS ASSESSMENT DISTRICT CONTAINS 1029 ACRES.



PROPOSED AMENDED BOUNDARIES
 (THE VILLAS, ZONE 6 ANNEXATION)
 CITY OF LODI CONSOLIDATED LANDSCAPE
 MAINTENANCE ASSESSMENT DISTRICT
 NO. 2003-1 CITY OF LODI,
 SAN JOAQUIN COUNTY
 STATE OF CALIFORNIA

BEING A PORTION OF THE SOUTHEAST
 QUARTER OF SECTION 13, T.3N., R.6E., M.D.B.&M.,
 CITY OF LODI,
 SAN JOAQUIN COUNTY, CALIFORNIA

THOMPSON-HYSELL ENGINEERS
 1016 12th STREET MODESTO, CALIFORNIA
 JUNE, 2004

NOT TO SCALE

PROJECT SUMMARY

THE VILLAS 80 Acre±

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 7 DAY
 OF July 2004.

Sum J. Belt
 CITY CLERK OF THE CITY OF LODI



RECORDED THIS 14 DAY OF JULY 2004 AT THE HOUR
 OF 12:00 O'CLOCK P.M. IN BOOK 8 PAGE 21 OF
 MAP OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF
 THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman
 COUNTY RECORDER
 OF SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
 BOUNDARIES OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE
 ASSESSMENT DISTRICT NO. 2003-1, CITY OF LODI, SAN JOAQUIN
 COUNTY, CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE
 CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE
 DAY OF July 7, 2004, BY ITS RESOLUTION NO. 2004-136

Sum J. Belt
 CITY CLERK OF THE CITY OF LODI

THE AMENDED BOUNDARY MAP AMENDS THE BOUNDARY MAP FOR CITY OF LODI
 CONSOLIDATED LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NO. 2003-1,
 CITY OF LODI, SAN JOAQUIN COUNTY, STATE OF CALIFORNIA PREVIOUSLY RECORDED
 AT BOOK 4 OF MAPS AND ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS
 AT PAGE 105, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF
 SAN JOAQUIN, STATE OF CALIFORNIA.



APN
 058-13

I hereby certify that this is a true copy of
 the record consisting of 1 pages if the
 seal of this office is impressed in purple ink.

Gary W. Freeman
 JUL 14 2004
 GARY FREEMAN
 Assessor-Recorder-Co Clerk
 San Joaquin County CA



DOC # 2004-155562

07/14/2004 12:01P Fee:7.00
 Page 1 of 1
 Recorder in Official Records
 County of San Joaquin
 Gary W. Freeman
 Assessor-Recorder-County Clerk
 Paid by INDIVIDUAL ON DOCUMENT

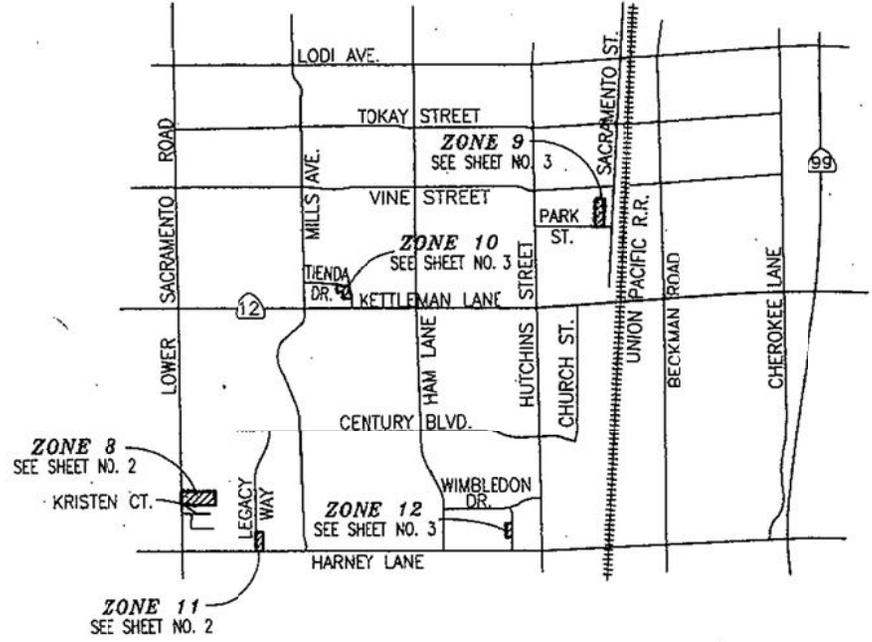


LEGEND:

--- OVERALL DISTRICT BOUNDARY LINE

507

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 15
 DAY OF November, 2005

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA



I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF OCTOBER, 2005, BY ITS RESOLUTION NO. 2005-216

Susan J. Blecht
 CITY CLERK
 CITY OF LODI
 SAN JOAQUIN COUNTY, CALIFORNIA

THIS AMENDED ASSESSMENT DIAGRAM WAS ORIGINALLY RECORDED ON OCTOBER 6th 2005, IN BOOK 5, PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

FILED THIS 29 DAY OF May, 2005 AT THE HOUR OF 10:50 O'CLOCK A.M. IN BOOK 5 AT PAGE 68 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

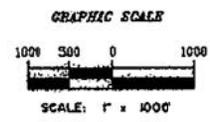
Mona W. Sherman by Patricia Connors
 DEPUTY
 COUNTY RECORDER
 COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

DOC # 2005-297277
 11/29/2005 10:58 AM Fee:NC
 Page 1 of 2
 Recorded in Official Records
 County of San Joaquin
 Cary U. FREDSON
 Recorder-Recorder-County Clerk
 Paid by SJSJM on document

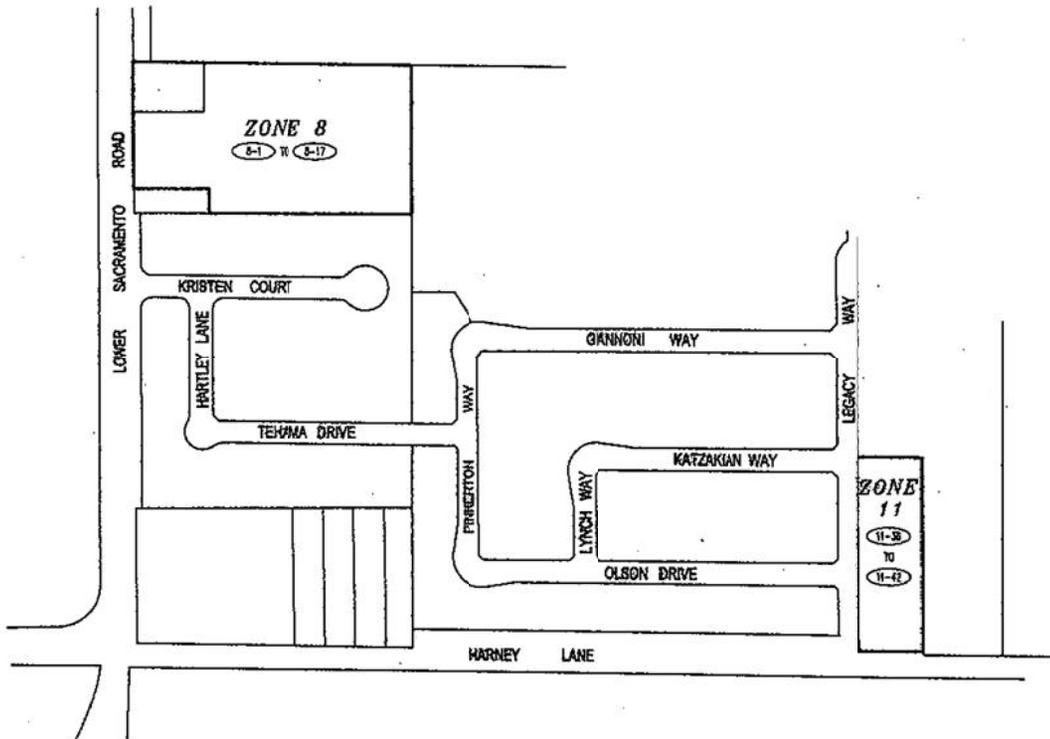


NBS

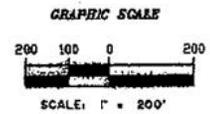
32605 Highway 79 South, Suite 100
 Tereseo, CA 92592
 Local Government Solutions

5-78A

AMENDED ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 8-12
CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID		
Zone	Assessment Number	APN
8	8-1	POR OF 058-230-03
8	8-2	POR OF 058-230-03
8	8-3	POR OF 058-230-03
8	8-4	POR OF 058-230-03
8	8-5	POR OF 058-230-03
8	8-6	POR OF 058-230-03
8	8-7	POR OF 058-230-03
8	8-8	POR OF 058-230-03
8	8-9	POR OF 058-230-03
8	8-10	POR OF 058-230-03
8	8-11	POR OF 058-230-03
8	8-12	POR OF 058-230-03
8	8-13	POR OF 058-230-03
8	8-14	POR OF 058-230-03
8	8-15	POR OF 058-230-03
8	8-16	POR OF 058-230-03
8	8-17	POR OF 058-230-03
11	11-35	POR OF 058-230-14
11	11-37	POR OF 058-230-14
11	11-38	POR OF 058-230-14
11	11-39	POR OF 058-230-14
11	11-40	POR OF 058-230-14
11	11-41	POR OF 058-230-14
11	11-42	POR OF 058-230-14



N | B | S
 32605 Highway 79 South, Suite 100
 Yreka, CA 92592
 Local Government Solutions

- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

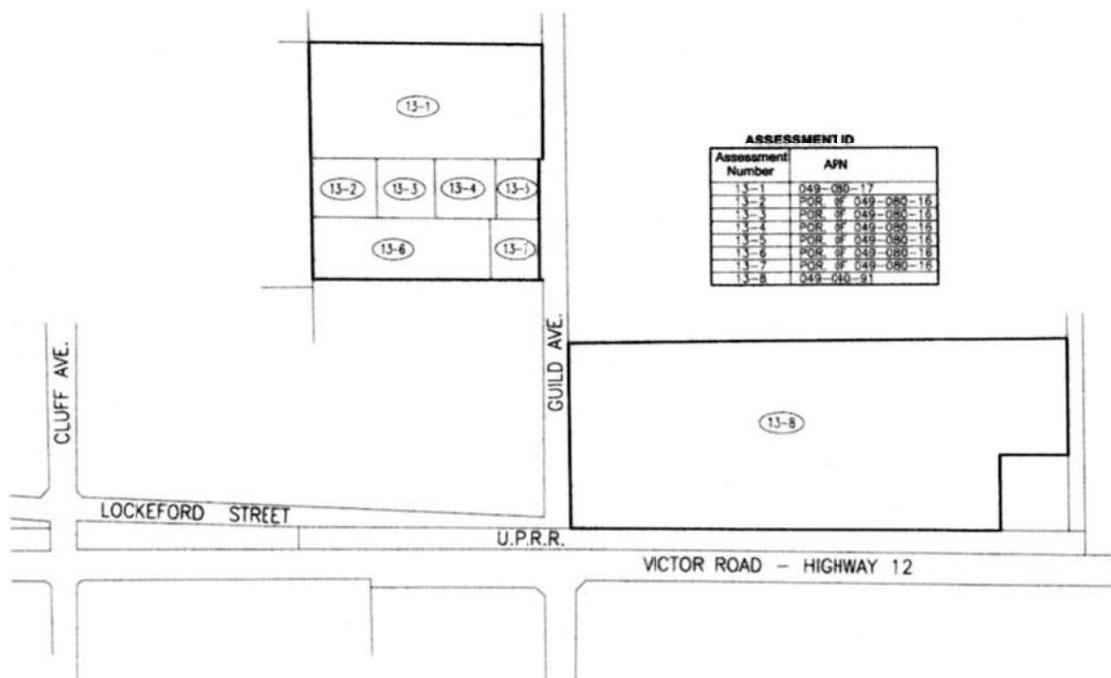
5-78A

5-161

SHEET 1 OF 1

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONE 13 - GUILD AVENUE INDUSTRIAL

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



ASSESSMENT ID	
Assessment Number	APN
13-1	049-080-17
13-2	POR. OF 049-080-18
13-3	POR. OF 049-080-18
13-4	POR. OF 049-080-18
13-5	POR. OF 049-080-18
13-6	POR. OF 049-080-18
13-7	POR. OF 049-080-18
13-8	049-040-81

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21st DAY OF February, 2007

Christina Lopez
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 17th DAY OF April, 2007, BY ITS RESOLUTION NO. 8007-60

Christina Lopez
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

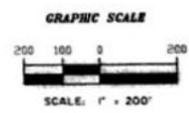
FILED THIS 2 DAY OF MAY, 2007, AT THE HOUR OF 1:41 O'CLOCK P.M. IN BOOK 5 AT PAGE 161 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

Gary W. Freeman by Christina Lopez
DEPUTY
COUNTY RECORDER
COUNTY OF SAN JOAQUIN

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

Doc # 2007-08438
1/2/07 1:41 PM
Page 1 of 1 Fee \$7.00
Gary W. Freeman
San Joaquin County Recorder
Filed By: SHOWN ON DOCUMENT

- LEGEND
- ANNEXATION BOUNDARY
 - PARCEL LINES
 - 13-6 ASSESSMENT NUMBER



NBS

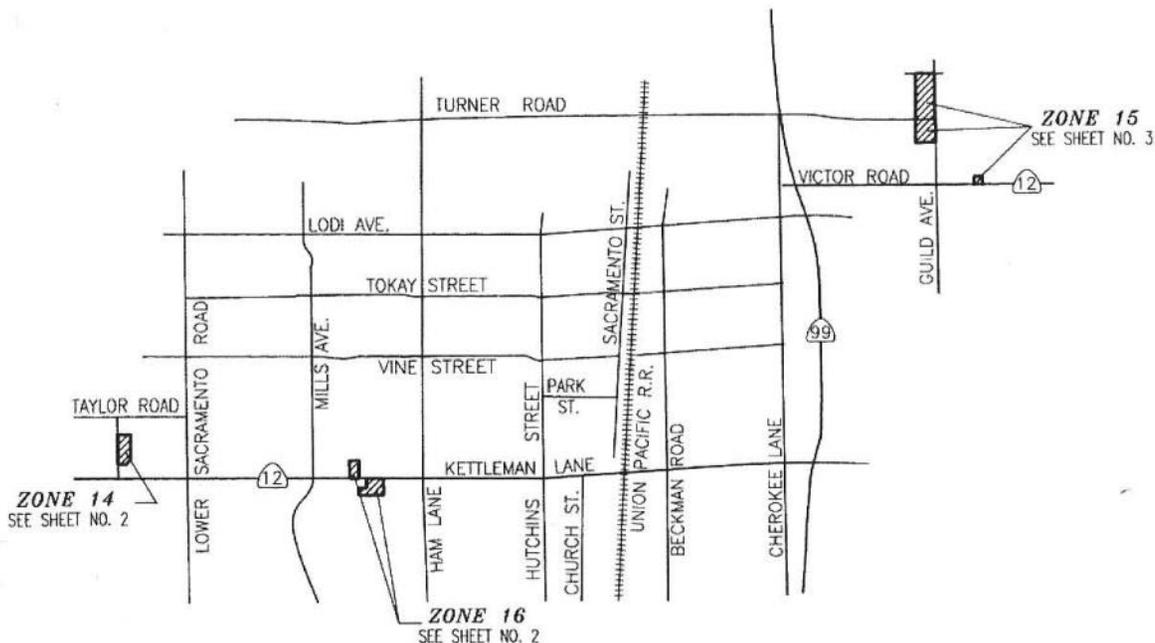
32605 Highway 79 South, Suite 100
Temecula, CA 92592

Local Government Solutions

5-161

ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

CITY OF LODI
SAN JOAQUIN
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LODI THIS 21ST
DAY OF May, 2008.

[Signature]
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN DIAGRAM SHOWING THE PROPOSED ANNEXATION INTO THE CITY OF LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1, CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF HELD ON THE 21ST DAY OF May, 2008, BY ITS RESOLUTION NO. 4008-23.

[Signature]
CITY CLERK
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA

FILED THIS 13th DAY OF JUNE, 2008, AT THE HOUR OF 9:37 O'CLOCK A.M., IN BOOK 5 AT PAGE 105 OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

[Signature]
DEPUTY
COUNTY RECORDER
COUNTY OF SAN JOAQUIN
Jennette A. Davis

NOTE: FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH PARCEL WITHIN THE DISTRICT REFER TO THE COUNTY OF SAN JOAQUIN ASSESSOR'S MAPS.

LEGEND

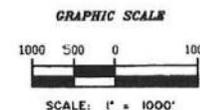
— ANNEXATION BOUNDARY/ BENEFIT ZONE BOUNDARY

NBS

32605 Temecula Parkway, Suite 100
Temecula, CA 92592

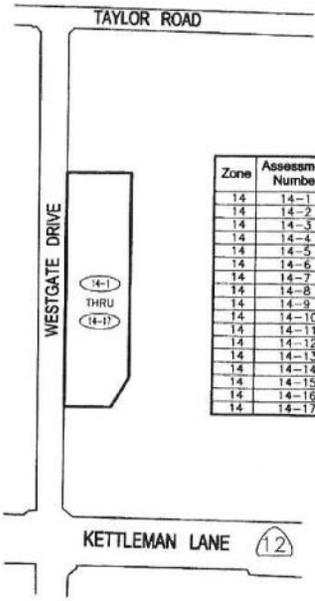
Local Government Solutions

Doc #: 2008-997666
Fri Jun 13 08:37:48 PDT 2008 8:37 AM
Page: 1 of 2 Fee: \$14.00
Gery W. Fremont
San Joaquin County Recorder
Paid By: SHOWN ON DOCUMENT



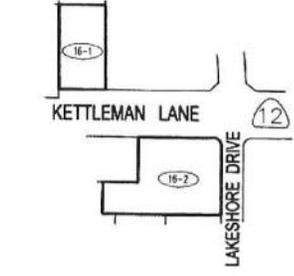
ASSESSMENT DIAGRAM LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1 ZONES 14, 15 & 16

CITY OF LODI
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



Zone	Assessment Number	APN
14	14-1	027-420-09
14	14-2	027-420-09
14	14-3	027-420-09
14	14-4	027-420-09
14	14-5	027-420-09
14	14-6	027-420-09
14	14-7	027-420-09
14	14-8	027-420-09
14	14-9	027-420-09
14	14-10	027-420-09
14	14-11	027-420-09
14	14-12	027-420-09
14	14-13	027-420-09
14	14-14	027-420-09
14	14-15	027-420-09
14	14-16	027-420-09
14	14-17	027-420-09

ZONE 14
LUCA PLACE

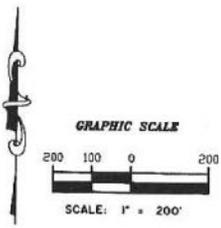


ASSESSMENT ID

Zone	Assessment Number	APN
16	16-1	031-330-10
16	16-2	058-160-85

ZONE 16
WEST KETTLEMAN LANE COMMERCIAL

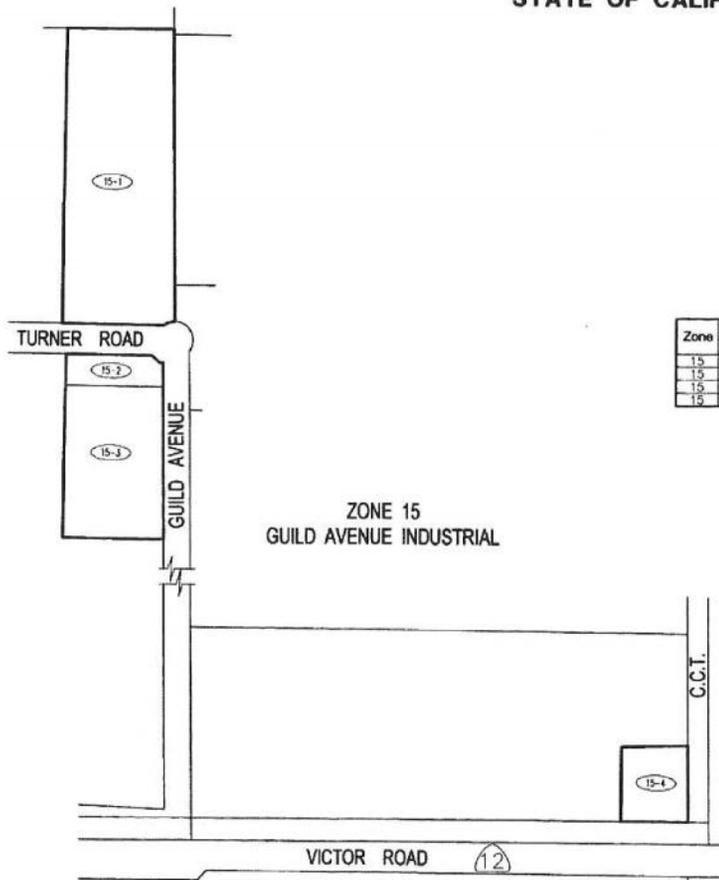
NBS
 32605 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - ASSESSMENT NUMBER

5-193B

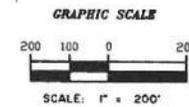
ASSESSMENT DIAGRAM
LODI CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
ZONES 14, 15 & 16
 CITY OF LODI
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA



ASSESSMENT ID

Zone	Assessment Number	APN
15	15-1	049-330-04
15	15-2	049-330-10
15	15-3	049-330-11
15	15-4	049-340-38

ZONE 15
 GUILD AVENUE INDUSTRIAL



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
 - PARCEL LINES
 - (15-1) ASSESSMENT NUMBER

N | B | S

32805 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Local Government Solutions

5-192A

9. FISCAL YEAR 2015/16 ASSESSMENT ROLL

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2015/16

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
1	062-620-25	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-26	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-27	Single Family Residential	0.134	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-28	Single Family Residential	0.135	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-29	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-30	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-31	Single Family Residential	0.192	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-32	Single Family Residential	0.213	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-33	Single Family Residential	0.119	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
1	062-620-34	Single Family Residential	0.135	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-01	Single Family Residential	0.186	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-02	Single Family Residential	0.196	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-03	Single Family Residential	0.188	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-04	Single Family Residential	0.201	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-05	Single Family Residential	0.187	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-06	Single Family Residential	0.168	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-07	Single Family Residential	0.192	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-08	Single Family Residential	0.168	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-09	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-10	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-11	Single Family Residential	0.191	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-12	Single Family Residential	0.162	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-13	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-14	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-15	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-16	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-17	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-18	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-19	Single Family Residential	0.156	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-20	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-21	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-22	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-23	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-24	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-25	Single Family Residential	0.171	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-26	Single Family Residential	0.166	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-27	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-28	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-29	Single Family Residential	0.159	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-30	Single Family Residential	0.155	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-31	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-32	Single Family Residential	0.250	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-33	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-34	Single Family Residential	0.154	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-35	Single Family Residential	0.152	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-36	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-37	Single Family Residential	0.232	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-38	Single Family Residential	0.137	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-39	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-40	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-41	Single Family Residential	0.139	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-42	Single Family Residential	0.144	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-43	Single Family Residential	0.165	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-44	Single Family Residential	0.149	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-45	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-46	Single Family Residential	0.159	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-47	Single Family Residential	0.161	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-48	Single Family Residential	0.174	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-49	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-50	Single Family Residential	0.172	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-51	Single Family Residential	0.182	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-52	Single Family Residential	0.144	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-53	Single Family Residential	0.167	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
2	058-520-54	Single Family Residential	0.173	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08

CITY OF LODI
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT NO. 2003-1
Assessment Roll
Fiscal Year 2015/16

Zone	APN	Property Type	Lot Size	Benefit Points	Benefit Factor (DUE)	Benefit Units	Rate per Benefit Unit	Rate per DUE	Total Assessment	Rounding Adjustment	Applied Assessment
6	062-650-47	Single Family Residential	0.110	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-01	Single Family Residential	0.171	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-02	Single Family Residential	0.187	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-03	Single Family Residential	0.205	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-04	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-05	Single Family Residential	0.212	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-06	Single Family Residential	0.202	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-07	Single Family Residential	0.186	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-08	Single Family Residential	0.211	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-09	Single Family Residential	0.234	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-10	Single Family Residential	0.240	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-11	Single Family Residential	0.241	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-12	Single Family Residential	0.258	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-13	Single Family Residential	0.282	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-14	Single Family Residential	0.193	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-15	Single Family Residential	0.183	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-16	Single Family Residential	0.163	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
8	058-640-17	Single Family Residential	0.164	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
9	045-340-01	Single Family Residential	0.142	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-02	Single Family Residential	0.130	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-03	Single Family Residential	0.129	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-04	Single Family Residential	0.127	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-05	Single Family Residential	0.126	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-06	Single Family Residential	0.125	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-07	Single Family Residential	0.123	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-08	Single Family Residential	0.122	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-09	Single Family Residential	0.120	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-10	Single Family Residential	0.104	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
9	045-340-11	Single Family Residential	0.093	1	1.00	1.000	18.36	18.36	18.36	0.00	18.36
11	058-570-67	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-68	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-69	Multi-Family Residential (Duplex)	0.304	3	2.00	6.000	18.36	55.08	110.16	0.00	110.16
11	058-570-70	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-71	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-72	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
11	058-570-73	Single Family Residential	0.160	3	1.00	3.000	18.36	55.08	55.08	0.00	55.08
13	049-340-12	Industrial	4.690	1	18.76	18.760	18.36	18.36	344.43	(0.01)	344.42
13	049-340-15	Industrial	0.610	1	2.44	2.440	18.36	18.36	44.80	0.00	44.80
13	049-340-16	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-17	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-18	Industrial	0.460	1	1.84	1.840	18.36	18.36	33.78	0.00	33.78
13	049-340-19	Industrial	0.569	1	2.28	2.276	18.36	18.36	41.79	(0.01)	41.78
13	049-340-20	Industrial	1.919	1	7.68	7.676	18.36	18.36	140.93	(0.01)	140.92
13	049-340-36	Industrial	13.890	1	55.56	55.560	18.36	18.36	1,020.08	0.00	1,020.08
14	027-420-09	Single Family Residential	2.180	2	17.00	34.000	18.36	36.72	624.24	0.00	624.24
15	049-330-10	Industrial	0.555	1	2.22	2.220	18.36	18.36	40.76	0.00	40.76
15	049-330-11	Industrial	2.500	1	10.00	10.000	18.36	18.36	183.60	0.00	183.60
15	049-330-23	Industrial	5.180	1	20.72	20.720	18.36	18.36	380.42	0.00	380.42
15	049-340-38	Industrial	0.832	1	3.33	3.328	18.36	18.36	61.10	0.00	61.10
16	031-330-10	Commercial or Office	0.580	1	2.90	2.900	18.36	18.36	53.24	0.00	53.24
16	058-160-86	Commercial or Office	1.092	1	5.46	5.460	18.36	18.36	100.25	(0.01)	100.24
TOTALS:					773.732	1,860.732			\$34,163.04	(\$0.06)	\$34,162.98

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR
FISCAL YEAR 2015/16

=====

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL, AS FOLLOWS:

1. Annual Report: The Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2015 and ending June 30, 2016.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE ANNUAL REPORT FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR
FISCAL YEAR 2015/16

=====

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the Council has, by previously resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL AS FOLLOWS:

Approval of Report: The City Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
DECLARING ITS INTENTION TO LEVY AND
COLLECT ASSESSMENTS FOR THE LODI
CONSOLIDATED LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 FOR
FISCAL YEAR 2015/16

=====

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE LODI CITY COUNCIL AS FOLLOWS:

1. Intention: The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the Improvements for the fiscal year commencing July 1, 2015 and ending June 30, 2016. The Council finds that the public's best interest requires such action.
2. Improvements: The Improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and the zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on Wednesday, July 15, 2015, at 7:00 p.m. or as soon thereafter as is feasible in the Council Chambers located in the Carnegie Forum, 305 W. Pine Street, Lodi, CA, 95240. The Council further

orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.

6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Declaring Intention to Annex Territory to Community Facilities District No. 2007-1 (Public Services) and to Levy a Special Tax Therein and Setting Public Hearing for August 5, 2015

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution declaring intention to annex territory to Community Facilities District No. 2007-1 (Public Services) and to levy a special tax therein and setting a public hearing for August 5, 2015.

BACKGROUND INFORMATION: The resolution, if adopted by the City Council, will begin the process to annex five parcels into the City of Lodi Community Facilities District No. 2007-1 (Public Services) (CFD). The boundary of the annexation is shown in Attachment A and include those certain parcels commonly known as Sunwest Cottages and The Villas at Sunwest. Approved tentative subdivision map conditions require the private landowners to cooperate in the annexation of those parcels into the CFD, the purpose of which is to offset a portion of the costs caused by new development.

The resolution is provided as Attachment B and establishes, among other things, the City's intent to approve Annexation No. 2 to the CFD which includes the levy of a special tax to pay for public services and related costs. The resolution calls a public hearing on August 5, 2015, at which time interested parties may comment upon the annexation to the CFD.

Exhibit A to the Resolution contains the description of the services to be provided as presented below.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Maintenance of parks, parkways, and open space.
- (d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Exhibit B to the resolution is the special tax formula entitled "Amendment to Rate, Method of Apportionment, and Manner of Collection of Special Tax." The special tax provides for an annual tax of \$500 for single-family units (increased 2 percent per year) and \$145 for multi-family units (increased 2 percent per year). Certain properties, such as governmental property and undeveloped property, are not subject to the special tax program. The special taxes may not be prepaid. The special tax shall be levied in perpetuity.

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit C to the resolution is the form of the Notice of Public Hearing that will be published and posted calling for a public hearing to be held by the City Council. Following that public hearing, the City Council will be in a position to approve a separate, future resolution that will form the CFD and will call the election for the CFD.

FISCAL IMPACT: Administration of the CFD shall be paid from the special taxes collected within the CFD. The developer has paid the City for all costs to establish the CFD. The estimated annual revenues at buildout of these projects will amount to approximately \$8,500.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/CES/kjc

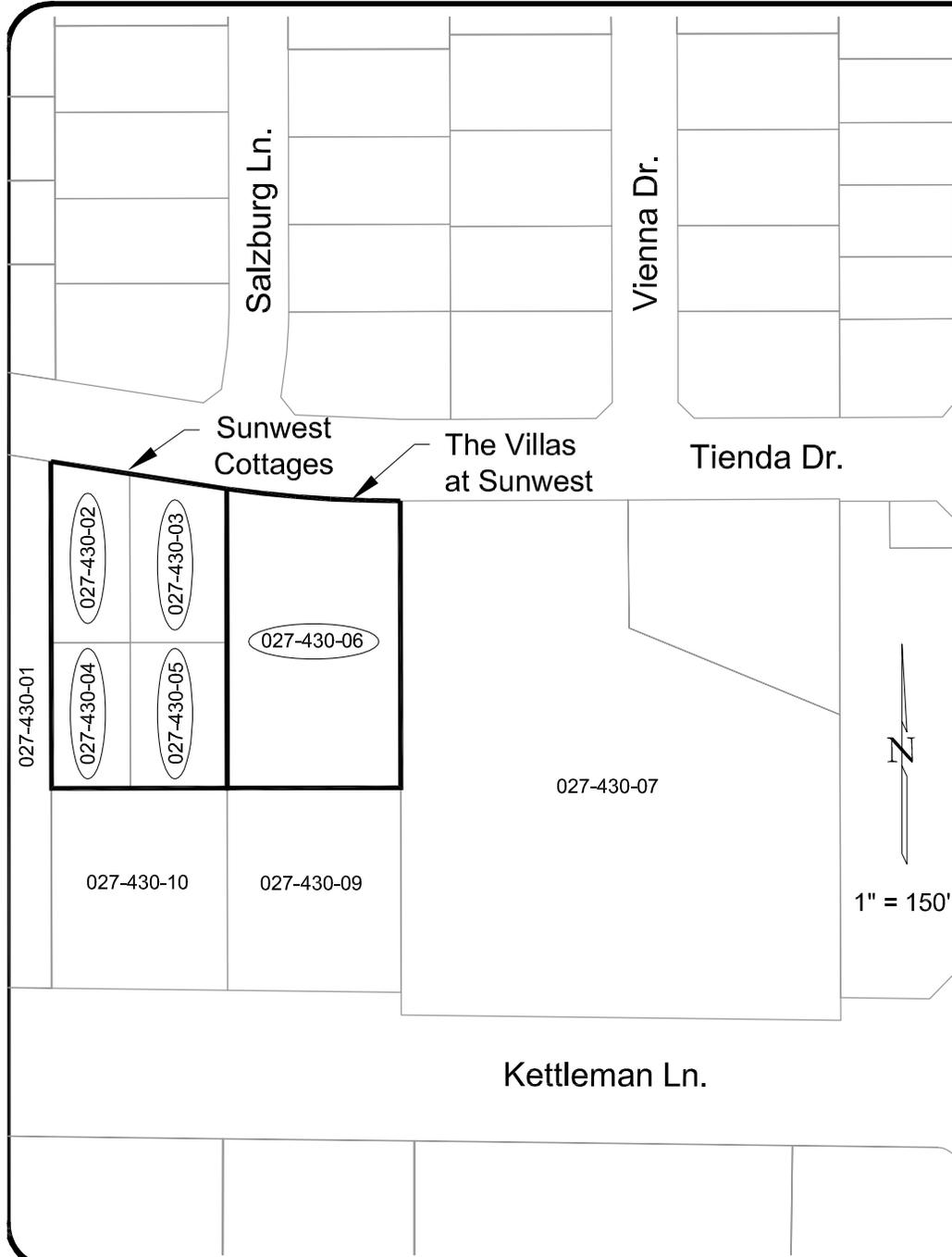
Attachments



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Annexation Map No. 2 **Attachment A** Community Facilities District No. 2007-1 (Public Services) City of Lodi/County of San Joaquin, CA Sunwest Cottages and The Villas at Sunwest

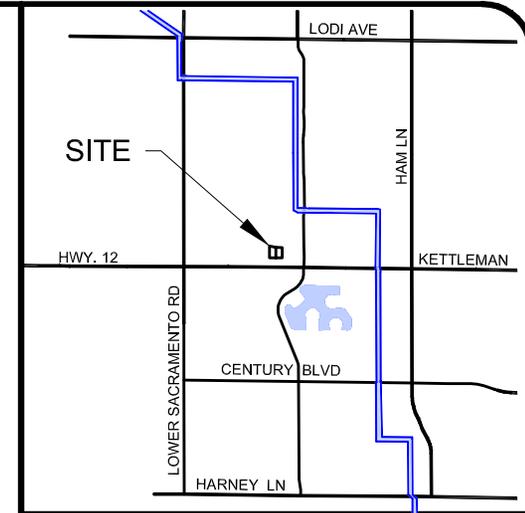


LEGEND



027-430-01

Assessor's Parcel No's
Included in Annexation



VICINITY MAP

FILED IN THE OFFICE OF THE CITY CLERK THIS ____ DAY OF _____, 2015

JENNIFER FERRAILO, CITY CLERK, CITY OF LODI

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2 TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2015, BY IT'S RESOLUTION NO. 2015-_____.

JENNIFER FERRAILO, CITY CLERK, CITY OF LODI

FILED THIS ____ DAY OF _____, 2015, AT THE HOUR OF ____ O'CLOCK ____ IN THE BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

KENNETH W. BLACKMORE, COUNTY RECORDER
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) OF THE CITY OF LODI RECORDED WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE ON APRIL 19, 2007, IN BOOK 5, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 13, AS DOCUMENT NO. 2007-076402.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE SAN JOAQUIN COUNTY ASSESSORS MAPS FOR THE PARCELS LISTED.

THE SAN JOAQUIN COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) AND TO LEVY A SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SERVICES (Annexation No. 2)

=====

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the Lodi City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 adopted Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD"); and

WHEREAS, the City Council called a special election for April 11, 2007, at which time the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD; and

WHEREAS, on May 2, 2007, the City Council adopted Resolution No. 2007-82 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 2 (attached) Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" and also on file in the office of the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described in a map entitled "Amended Map of Community Facilities District No. 2007-1 (Public Services), City of Lodi, County of San Joaquin," recorded on April 19, 2007 in Book 5 of Assessment Maps at Page 13 in the Office of the San Joaquin County Recorder; and the boundaries of the territory included in "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" recorded on October 10, 2014 (Document No. 2014-102203).

Section 3. Specification of the Type of Services Provided. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as that provided in the existing CFD and are more particularly described in Exhibit A attached hereto. The services authorized to be financed by the CFD are in addition to those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 5. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B attached hereto (the "Special Tax Formula"). For purposes of the Special Tax Formula, the territory proposed to be annexed to the CFD will be designated as Annexation No.2.

Section 6. No Alteration of the Special Tax Levied in the Existing Community Facilities District. The City Council does not propose to alter the special tax rate levied within the existing CFD as a result of the proposed annexation.

Section 7. Public Hearing. The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Wednesday, August 5, 2015, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 8. Notice of Hearing. The City Council directs the City Clerk to publish a notice of the hearing, in substantially the form attached hereto as Exhibit C, once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the CFD.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-____

Exhibit A

DESCRIPTION OF SERVICES

The community facilities district is established to finance any one or more of the following types of services within the District:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance of parks, parkways, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

(f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

Exhibit B

CITY OF LODI

COMMUNITY FACILITIES DISTRICT NO. 2007-1

(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Dwelling Unit” means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

“Administrative Expenses” means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

“Administrator” means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor's Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor's Parcel Map” means an official map of the County Assessor designating parcels by Assessor's Parcel number.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD No. 2007-1” or **“CFD”** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

“City” means the City of Lodi.

“**City Council**” means the City Council of the City of Lodi.

“**County**” means the County of San Joaquin.

“**Fiscal Year**” means the period starting on July 1 and ending on the following June 30.

“**Maximum Special Tax**” means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

“**Multi-Family Property**” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

“**Multi-Family Unit**” means an individual residential unit within a structure with three or more residential units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

“**RMA**” means this Rate and Method of Apportionment.

“**Single Family Property**” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

“**Single Family Unit**” means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

“**Special Tax**” means any tax levied within the CFD to pay the Special Tax Requirement.

“**Special Tax Requirement**” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

“**Taxable Property**” means both Single Family Property and Multi-Family Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property

by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$500 per Single Family Unit and \$145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

EXHIBIT C

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lodi on June 17, 2015, adopted its Resolution No. 2015-____, in which it declared its intention to annex territory to existing Community Facilities District No. 2007-1 (Public Services) (the “CFD”), and to levy a special tax to pay for certain public services, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of services to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, Carnegie Forum, 305 W. Pine Street, Lodi, California.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed August 5, 2015, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____

Jennifer M. Ferraiolo, City Clerk, City of Lodi

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES
DISTRICT NO. 2007-1 (PUBLIC SERVICES) AND TO LEVY A
SPECIAL TAX TO PAY FOR CERTAIN PUBLIC SERVICES
(Annexation No. 2)

=====

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the Lodi City Council (the "City Council") of the City of Lodi (the "City"), on April 4, 2007 adopted Resolution No. 2007-59 establishing the City of Lodi Community Facilities District No. 2007-1 (Public Services) (the "CFD"); and

WHEREAS, the City Council called a special election for April 11, 2007, at which time the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD; and

WHEREAS, on May 2, 2007, the City Council adopted Resolution No. 2007-82 determining the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were cast in favor of the proposition presented, and such proposition passed; and

WHEREAS, the City Council has determined, because of the proposed development of certain property within the City, to initiate proceedings for the annexation of such property to the CFD in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

Section 1. Description of Territory to be Annexed. Public convenience and necessity require, and this City Council proposes and intends, that the City annex certain territory to the CFD. The territory to be annexed is described in a map entitled "Annexation Map No. 2 (attached) Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" and also on file in the office of the City Clerk. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Section 3111 of the Streets and Highways Code of the State of California.

Section 2. Description of Territory Included in Existing CFD. The boundaries of the territory currently included in the CFD are described in a map entitled "Amended Map of Community Facilities District No. 2007-1 (Public Services), City of Lodi, County of San Joaquin," recorded on April 19, 2007 in Book 5 of Assessment Maps at Page 13 in the Office of the San Joaquin County Recorder; and the boundaries of the territory included in "Annexation Map No. 1 Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, State of California" recorded on October 10, 2014 (Document No. 2014-102203).

Section 3. Specification of the Type of Services Provided. The type of services to be provided in the territory proposed to be annexed to the CFD is the same as that provided in the existing CFD and are more particularly described in Exhibit A attached hereto. The services authorized to be financed by the CFD are in addition to those currently provided in the territory of the CFD and do not supplant services already available within that territory.

Section 4. Plan for Providing Services. The public services that are financed by taxes collected in the CFD will be provided to residents of the current CFD and residents of the territory proposed to be annexed on the same basis.

Section 5. Specification of Special Taxes to be Levied. Except where funds are otherwise available, a special tax sufficient to pay for all services (including incidental expenses) to be provided in or for the territory to be annexed and secured by a continuing lien against all nonexempt real property in the CFD, will be annually levied within the territory proposed to be annexed to the CFD. The rate, method of apportionment, and manner of collection of such special tax is set forth in Exhibit B attached hereto (the "Special Tax Formula"). For purposes of the Special Tax Formula, the territory proposed to be annexed to the CFD will be designated as Annexation No.2.

Section 6. No Alteration of the Special Tax Levied in the Existing Community Facilities District. The City Council does not propose to alter the special tax rate levied within the existing CFD as a result of the proposed annexation.

Section 7. Public Hearing. The City Council hereby fixes 7:00 p.m., or as soon thereafter as practicable, on Wednesday, August 5, 2015, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place for a public hearing on the annexation of territory to the CFD.

Section 8. Notice of Hearing. The City Council directs the City Clerk to publish a notice of the hearing, in substantially the form attached hereto as Exhibit C, once not later than seven days prior to the date fixed for the hearing, in a newspaper of general circulation published in the area of the CFD.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

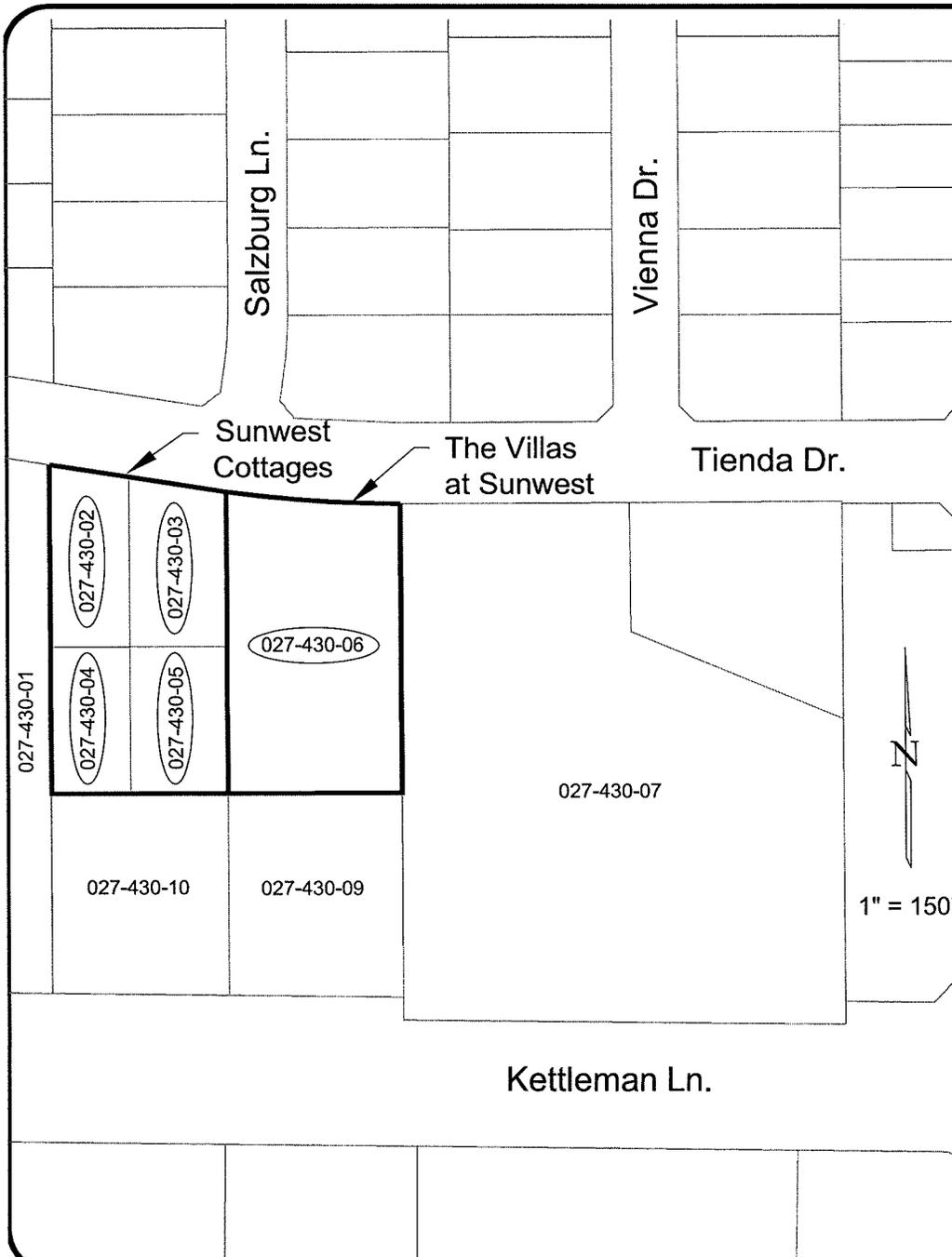
2015-____



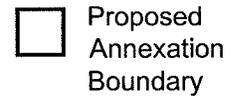
CITY OF LODI

PUBLIC WORKS DEPARTMENT

Annexation Map No. 2 **Attachment A** Community Facilities District No. 2007-1 (Public Services) City of Lodi/County of San Joaquin, CA Sunwest Cottages and The Villas at Sunwest

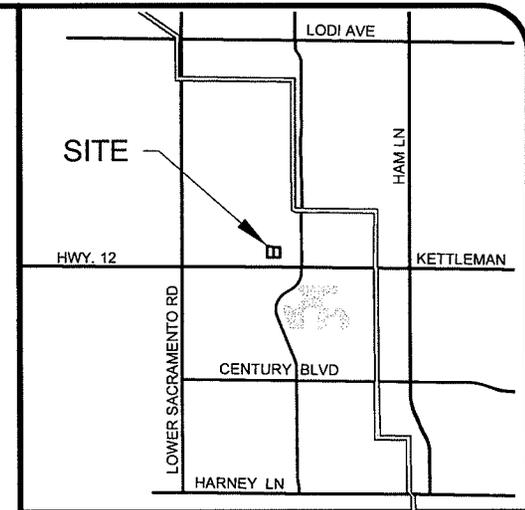


LEGEND



027-430-01

Assessor's Parcel No's
Included in Annexation



VICINITY MAP

FILED IN THE OFFICE OF THE CITY CLERK THIS ____ DAY OF _____, 2015

JENNIFER FERRAILOLO, CITY CLERK, CITY OF LODI

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2 TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), CITY OF LODI, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LODI AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2015, BY IT'S RESOLUTION NO. 2015-_____.

JENNIFER FERRAILOLO, CITY CLERK, CITY OF LODI

FILED THIS ____ DAY OF _____, 2015, AT THE HOUR OF ____ O'CLOCK ____ IN THE BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

KENNETH W. BLACKMORE, COUNTY RECORDER
COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT AMENDED BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) OF THE CITY OF LODI RECORDED WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE ON APRIL 19, 2007, IN BOOK 5, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 13, AS DOCUMENT NO. 2007-076402.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE SAN JOAQUIN COUNTY ASSESSORS MAPS FOR THE PARCELS LISTED.

THE SAN JOAQUIN COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Mills Ave.

1" = 150'

Exhibit A

DESCRIPTION OF SERVICES

The community facilities district is established to finance any one or more of the following types of services within the District:

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance of parks, parkways, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

(f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

Exhibit B

CITY OF LODI

COMMUNITY FACILITIES DISTRICT NO. 2007-1

(PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District (CFD) No. 2007-1 (Public Services) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of CFD No. 2007-1, through the application of the appropriate Special Tax rate, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate RMA is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a second residential unit of limited size (i.e., granny cottage, second unit) that shares a Parcel with a Single Family Unit.

"Administrative Expenses" means any or all of the following: the expenses of the City in carrying out its duties for the CFD, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of its counsel, charges levied by the County, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" means the person(s) or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by the CFD as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD No. 2007-1" or **"CFD"** means the City of Lodi Community Facilities District No. 2007-1 (Public Services).

"City" means the City of Lodi.

“City Council” means the City Council of the City of Lodi.

“County” means the County of San Joaquin.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Maximum Special Tax” means the maximum Special Taxes determined in accordance with Section C below that can be levied on Single Family Property and Multi-Family Property in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

“Multi-Family Unit” means an individual residential unit within a structure with three or more residential units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers. Residential units located above commercial establishments that are available exclusively for rent and cannot be purchased by individual owners shall also be characterized as Multi-Family Units for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment.

“Single Family Property” means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

“Single Family Unit” means an individual single family detached residential unit or an individual residential unit within a half-plex, duplex, triplex, fourplex, townhome, condominium, or other structure with attached residential units that are available for sale to individual buyers, whether or not such a unit is ultimately offered for rent by an individual buyer. For-sale residential units located above commercial establishments shall also be categorized as Single Family Units for purposes of this RMA.

“Special Tax” means any tax levied within the CFD to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the tax will be collected.

“Taxable Property” means both Single Family Property and Multi-Family Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within the CFD. The Administrator shall also determine the number of Single Family and Multi-Family Units built or to be built on each Parcel of Taxable Property

by referencing the building permit, condominium plan, apartment plan, site plan, or other development plan for the property.

In any Fiscal Year, if it is determined that (i) a parcel or subdivision map for a portion of property in the CFD was recorded after January 1 of the preceding Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel or subdivision map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel or subdivision map, and (iii) one or more of the newly-created Parcels meets the definition of Taxable Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel or subdivision map by determining the Special Tax that applies separately to each Parcel of Taxable Property, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the parcel or subdivision map.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be \$500 per Single Family Unit and \$145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied proportionately on each Parcel of Taxable Property in the CFD up to 100% of the Maximum Special Tax determined pursuant to Section C above until the total amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for the CFD shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2007-1 financial obligations, and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on Parcels within the CFD that are not Single Family Property or Multi-Family Property. Furthermore, Accessory Dwelling Units shall not be counted in determining the Special Tax to be levied on the Parcels on which such units are located.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

EXHIBIT C

**NOTICE OF PUBLIC HEARING ON RESOLUTION OF INTENTION TO ANNEX
TERRITORY TO AN EXISTING COMMUNITY FACILITIES DISTRICT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lodi on June 17, 2015, adopted its Resolution No. 2015-____, in which it declared its intention to annex territory to existing Community Facilities District No. 2007-1 (Public Services) (the “CFD”), and to levy a special tax to pay for certain public services, all pursuant to the provisions of the Mello Roos Community Facilities Act of 1982, Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. The resolution describes the territory to be annexed, specifies the type of services to be financed, and describes the rate and method of apportionment of the proposed special tax. No change in the tax levied in the existing CFD is proposed. For further details, the resolution is available at the office of the City Clerk, Carnegie Forum, 305 W. Pine Street, Lodi, California.

NOTICE IS HEREBY FURTHER GIVEN that the City Council has fixed August 5, 2015, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, at the regular meeting place of the City Council, Carnegie Forum, 305 W. Pine Street, Lodi, California, as the time and place when and where the City Council will hold a public hearing to consider the annexation. At the hearing, the testimony of all interested persons for or against the annexation of the territory or the levying of the special taxes will be heard.

DATED: _____

Jennifer M. Ferraiolo, City Clerk, City of Lodi



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Continue Public Hearing to July 15, 2015, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial and Industrial Customers

MEETING DATE: June 17, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Continue public hearing to July 15, 2015, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: The public hearing has been continued to July 15, 2015, due to the change in venue of the City Council meeting.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/RAY/eb
Attachments
cc: Information Systems Manager

APPROVED: _____
Stephen Schwabauer, City Manager



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX
FOR WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND
INDUSTRIAL CUSTOMERS
PUBLISH DATE: SATURDAY, MAY 16, 2015

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: JENNIFER M. FERRAILOLO, CITY CLERK
LNS ACCT. #0510052 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MAY 7, 2015

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK

Pamela M. Farris
PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at dorar@lodinews.com at _____ (time) on _____ (date) _____ pages
Phoned to confirm receipt of all pages at _____ (time) _____ ES _____ PMF (initials)



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: June 17, 2015

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, June 17, 2015**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: May 7, 2015

Approved as to form:


Janice D. Magdich
City Attorney

EXHIBIT A

City of Lodi -- Wastewater Utility

Current and Proposed Wastewater Rates

	Current	July 2015
Residential		
Percent Increase		2.8
Flat Rates (\$/month)		
1 Bedroom	\$ 26.48	\$ 27.22
2 Bedroom	\$ 35.30	\$ 36.29
3 Bedroom	\$ 44.13	\$ 45.36
4 Bedroom	\$ 52.95	\$ 54.43
5 Bedroom	\$ 61.78	\$ 63.51
6 Bedroom	\$ 70.60	\$ 72.58
7 Bedroom	\$ 79.43	\$ 81.65
Mobile Homes		
Any Size	\$ 26.48	\$ 27.22
Usage-Based Rates (1)		
Service Charge (\$/month for 3/4" water meter)	\$ 24.11	\$ 24.78
Usage Charge (\$/CCF) (1)	\$ 2.75	\$ 2.82
Non-Residential (\$/month) (2)		
Moderate Strength (per SSU)	\$ 35.30	\$ 36.29
High Strength		
Flow (per MG, annual basis)	\$ 3,574.60	\$ 3,674.68
BOD (per 1,000 lbs, annual basis)	\$ 589.90	\$ 606.41
SS (per 1,000 lbs, annual basis)	\$ 368.85	\$ 379.17
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 312.34	\$ 321.08
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 663.06	\$ 681.63
Disposal to Storm Drain System (per MG)	\$ 328.09	\$ 337.28

Notes:

- (1) Winter water usage determined as average monthly usage from December through February.
- (2) Flat wastewater rates for schools are to be determined on the basis of 18 students per SSU.



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION SETTING PRE-APPROVED ENGINEERING NEWS RECORD ADJUSTMENT INDEX FOR WASTEWATER RATES FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS

On Thursday, May 7, 2015, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting a resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers (attached and marked as Exhibit A) was posted at the following locations:

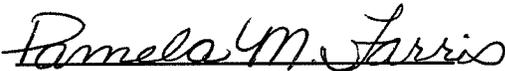
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 7, 2015, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELENA STODDARD
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: June 17, 2015

Time: 7:00 p.m.

EXHIBIT A

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

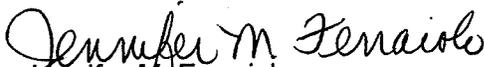
NOTICE IS HEREBY GIVEN that on **Wednesday, June 17, 2015**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: May 7, 2015

Approved as to form:


Janice D. Magdich
City Attorney

EXHIBIT A

City of Lodi -- Wastewater Utility

Current and Proposed Wastewater Rates

	Current	July 2015
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Notes:

- (1) Winter water usage determined as average monthly usage from December through February.
- (2) Flat wastewater rates for schools are to be determined on the basis of 18 students per SSU.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Approving the City of Lodi Financial Plan and Budget for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 and Approving the Fiscal Year 2015/16 Appropriation Spending Limit

MEETING DATE: June 17, 2015

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution approving the City of Lodi Financial Plan and Budget for the Fiscal Year (FY) beginning July 1, 2015 and ending June 30, 2016 and approving the Fiscal Year 2015/16 appropriation spending limit.

BACKGROUND INFORMATION: The City Council will continue to receive the budget presentation and the public is invited to comment on the FY 2015/16 budget. Staff presented information to Council regarding this budget at Shirtsleeve meetings on May 5, 12, and 19, 2015. Staff published a draft budget document on May 15, 2015.

The General Fund Budget for FY 2015/16 reflects a draw on reserves of \$154,280. This draw is part of a planned reduction in reserves related to a partial return of prior employee concessions. Council approved a General Fund Reserve Policy in June 2010 that sets aside 8 percent of General Fund revenues for a Catastrophic Reserve and 8 percent of General Fund revenues for an Economic Reserve. Total General Fund reserves are projected to be \$10.5 million. This level of reserve will fully fund both the Catastrophic Reserve and the Economic Reserve at about \$3.7 million each, fund additional costs associated with labor agreements through December 2017 in the amount of \$1.4 million and leave about \$1.7 million in uncommitted reserves. Of this amount, approximately \$300,000 is designated for capital expenditures under the Digital Infrastructure and Video Competition Act (DIVCA), leaving about \$1.4 million in uncommitted, undesignated reserves.

General Fund revenues are \$46,708,260, an increase of \$3,117,200 over the 2014/15 initially adopted budget. General Fund expenditures are \$46,862,540, an increase of \$3,271,480 over the prior year initial budget. The All-Funds expense/expenditure budget is \$193,893,070, an increase of \$14.3 million, or about 8 percent over the previous year. The increase is related to increased salary and benefit costs, service and supply costs, and capital project costs.

Most bargaining unit agreements expired during FY 2014/15. Successor agreements have been negotiated with a number of the units, but some units do not yet have a negotiated agreement. The budget has been built on the basis of the new labor agreements for those units with settled agreements and on the basis of the expired agreement for those units without successor agreements. Any changes to agreements will generate mid-year adjustments to the budget.

APPROVED: _____
Stephen Schwabauer, City Manager

The budget proposes 391 full time positions; a net increase of eight over the prior year. The changes are shown in the table below:

Classification	Department	Number
Lineworker Apprentice	Electric	2
Electrician	Electric	2
Administrative Clerk	Public Works	1
Laboratory Supervisor	Public Works	1
Lead Electrician	Public Works	1
Street Maintenance Worker I/II	Public Works	1
Service Writer	Public Works	1
Building Inspector I/II	Community Development	1
Assistant Animal Services Officer	Police	1
Parking Enforcement Assistant	Police	(1)
Parks Supervisor	PRCS	(1)
Heavy Equipment Mechanic	Public Works	(1)
Net positions added		8

Total cost of the additional positions is about \$940,000 and is funded by the enterprise funds. The General Fund positions are cost neutral.

Significant capital projects included in the budget are:

- Wastewater System Maintenance/Improvements (\$5.0 million)
 - Influent screening and UV system upgrades, dewatering system upgrades, stormwater system upgrades and pipe realignment
- Street Maintenance (\$2.4 million)
 - Sealing and striping, signal maintenance, sidewalk repairs and pavement maintenance
- Water System Improvements (\$2.1 million)
 - Continuing design and construction of the meter installation program, water well rehabilitation, and PCE/TCE projects
- Electrical System Maintenance (\$3.6 million)
 - Overhead and underground maintenance, streetlight grounding and fusing and transformer replacement
- Boat Launch Upgrades (\$0.7 million)
 - Boat launch facilities at Lodi Lake

A resolution adopting the Financial Plan and Budget is attached. Included in the budget resolution is the adoption of the Appropriation Spending Limit for the 2015/16 fiscal year. This limit represents the maximum spending authority for the City based upon population and inflation changes over the last year. The 2015/16 Appropriation Limit is \$90,095,588, an increase of \$3,617,690 from the prior year. Details of the calculations are attached as Attachment 1 and Exhibits A through G.

FISCAL IMPACT: The 2015/16 budget provides an expenditure plan for all funds. The All-Funds budget is \$193,893,070, an increase of \$14.3 million, or about 8 percent over the previous year initial budget. As noted earlier, this increase is related to cost increases in a number of categories. The General Fund budget reflects a draw on reserves of \$154,280, based upon revenues of \$46,708,260 and expenditures of \$46,862,540.

Jordan Ayers, Deputy City Manager

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING THE CITY
OF LODI FINANCIAL PLAN AND BUDGET FOR THE FISCAL YEAR
BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016, AND
APPROVING THE 2015/16 APPROPRIATIONS SPENDING LIMIT

=====

WHEREAS, the City Manager submitted the 2015/16 Financial Plan and Budget to the City Council on May 15, 2015; and

WHEREAS, the 2015/16 Financial Plan and Budget was prepared in accordance with the City Council's goals, budget assumptions, and policies; and

WHEREAS, the City Council conducted public budget meetings on May 5, May 12, May 19, and June 10, 2015, at the Carnegie Forum; and

WHEREAS, the City Council is required to adopt the Appropriations Spending Limit for 2015/16; and

WHEREAS, the Appropriations Spending Limit and the annual adjustment factors selected to calculate the Limit are part of the Financial Plan and Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi as follows:

1. That the 2015/16 Financial Plan and Budget, as proposed by the City Manager, be approved as follows:

	Budget
General Fund	
Police	\$18,241,970
Fire	\$10,749,150
Public Works	\$2,345,820
City Clerk	\$547,020
City Manager	\$448,100
City Attorney	\$488,650
Internal Services	\$3,606,320
Economic Development	\$507,630
Non-Departmental	\$9,927,880
Total General Fund	\$46,862,540
Other Funds	
Electric Utility	\$78,614,820
Water Utility	\$12,264,400
Wastewater Utility	\$17,518,680
Transit	\$6,026,830
Streets	\$4,733,990
Community Development	\$1,538,410
Parks, Rec & Cultural Services	\$5,822,480
Library	\$1,388,940
Transportation Development Act	\$44,000
Community Dev Block Grant	\$1,008,950
Public Safety Special Revenue	\$314,200
Capital Outlay	\$2,473,270
Equip & Vehicle Replacement	\$1,308,210

Debt Service	\$1,103,950
Benefits	\$8,056,870
Self Insurance	\$2,772,860
Trust and Agency	\$142,500
Fleet Services	\$1,897,170
Total Other Funds	\$147,030,530
Grand Total	\$193,893,070

2. That the funds for the 2015/16 Financial Plan and Budget are appropriated as summarized in the document on file in the City Clerk's Office; and
3. That position additions and deletions be approved as shown in the table below:

Classification	Department	Number
Lineworker Apprentice	Electric	2
Electrician	Electric	2
Administrative Clerk	Public Works	1
Laboratory Supervisor	Public Works	1
Lead Electrician	Public Works	1
Street Maintenance Worker I/II	Public Works	1
Service Writer	Public Works	1
Building Inspector I/II	Community Development	1
Assistant Animal Services Officer	Police	1
Parking Enforcement Assistant	Police	(1)
Parks Supervisor	PRCS	(1)
Heavy Equipment Mechanic	Public Works	(1)
Net positions added		8

4. That the Appropriations Spending Limit be increased by \$3,617,690 from the 2014/15 level of \$86,477,897 to the 2015/16 level of \$90,095,588 in accordance with the calculations on Attachment 1 and Exhibits A through G.

Dated: June 17, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 17, 2015, by the following votes:

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

JENNIFER M. FERRAILOLO
 City Clerk

2015-____

APPROPRIATIONS SPENDING LIMIT

2015-16 APPROPRIATIONS SPENDING LIMIT

				AMOUNT
Last Year's Limit				86,477,897
Adjustment Factors				
1	Population %	1.0382		
2	Inflation %	1.0035		
Total Adjustment %				1.04183
Annual Adjustment				3,617,690
Adjustments				None
Total Adjustments				3,617,690
2015-16 APPROPRIATIONS SPENDING LIMIT				90,095,588

2015-16 APPROPRIATIONS SUBJECT TO LIMITATION

		AMOUNT
PROCEEDS OF TAXES		36,831,981
EXCLUSIONS		-
APPROPRIATIONS SUBJECT TO LIMITATION		36,831,981
CURRENT YEAR LIMIT		90,095,588
OVER(UNDER) LIMIT		(53,263,605)

City of Lodi
 Appropriations Spending Limit
 Fiscal Year 2015-16

		Amount	Source
A.	Last Year's Limit	86,477,897	
B.	Adjustments Factors		
	1 Population %	1.0382	(Exhibit B)
	2 Inflation %	1.0035	(State Finance)
	Total Adjustment %	1.04183	(B1*B2)
C.	Annual Adjustment	3,617,690	(B*A)
D.	Other Adjustments	None	
E.	Total Adjustments	3,617,690	(C+D)
F.	This Year's Limit	90,095,588	(A+E)

City of Lodi
 Appropriations Spending Limit
 Growth Factors/Calculations

EXHIBIT B

GROWTH FACTORS:		%Increase	%Increase
Fiscal Year	Per Capita Income	City Population	County Population
87-88	3.47	5.72	3.33
88-89	4.66	4.96	3.32
89-90	5.19	2.52	2.20
90-91	4.21	2.26	2.23
91-92	4.14	1.19	2.64
92-93	-0.64	0.97	2.41
93-94	2.72	0.73	2.13
94-95	0.71	0.51	1.57
95-96	4.72	1.31	1.59
96-97	4.67	1.68	1.85
97-98	4.67	0.70	1.21
98-99	4.15	1.16	1.47
99-00	4.53	1.94	1.44
00-01	4.91	1.29	1.78
01-02	7.82	1.90	2.71
02-03	-1.27	2.14	3.07
03-04	2.31	1.69	2.86
04-05	3.28	0.75	2.54
05-06	5.26	0.96	2.65
06-07	3.96	0.30	2.00
07-08	4.42	0.90	1.73
08-09	4.29	0.68	1.59
09-10	0.62	0.42	1.07
10-11	-2.54	0.61	0.97
11-12	2.51	0.61	0.97
12-13	3.77	0.77	1.05
13-14	5.12	0.57	0.95
14-15	-0.23	0.66	1.10
15-16	3.82	0.35	1.43

CALCULATIONS:			
Fiscal Year	Calculation		Appropriation Spending Limit
87-88	$1.0347 \times 1.0572 = 1.0939$ $1.0939 \times \$22,654,787$	=	\$24,782,072
88-89	$1.0466 \times 1.0496 = 1.0985$ $1.0985 \times \$24,782,072$	=	\$27,223,106
89-90	$1.0519 \times 1.0252 = 1.0784$ $1.0784 \times \$27,223,106$	=	\$29,357,398
90-91	$1.0421 \times 1.0226 = 1.0657$ $1.0657 \times \$29,357,398$	=	\$31,286,179

91-92	1.0414 x 1.0264 = 1.0689 1.0689 x \$31,286,179	=	\$33,441,797
92-93	.9936 x 1.0241 = 1.0175 1.0175 x 33,441,797	=	\$34,027,028
93-94	1.0272 x 1.0213 = 1.0491 1.0491 x 34,027,028	=	\$35,697,755
94-95	1.0071 x 1.0157 = 1.0229 1.0229 x 35,697,755	=	\$36,515,234
95-96	1.0472 x 1.0131 = 1.0609 1.0609 x 36,515,234	=	\$38,739,012
96-97	1.0467 x 1.0168 = 1.0643 1.0643 x 38,739,012	=	\$41,229,332
97-98	1.0467 x 1.0070 = 1.0540 1.0540 x 41,229,332	=	\$43,456,825
98-99	1.0415 x 1.0116 = 1.0536 1.0536 x 43,456,825	=	\$45,785,303
99-00	1.0453 x 1.0194 = 1.0656 1.0656 x 45,785,303	=	\$48,787,849
00-01	1.0491 x 1.0129 = 1.0626 1.0626 x 48,787,849	=	\$51,843,597
01-02	1.0782 x 1.0190 = 1.0987 1.0986858	=	\$56,959,824
02-03	.9873 x 1.0214 = 1.00843 1.00842822	=	\$57,439,894
03-04	1.0231 x 1.0169 = 1.0404 1.04039039	=	\$59,759,913
04-05	1.0328 x 1.0075 = 1.040546 1.040546	=	\$62,182,939
05-06	1.0526 x 1.0096 = 1.06270496 1.06270496	=	\$66,082,118
06-07	1.0396 x 1.0030 = 1.0427188 1.0427188	=	\$68,905,066
07-08	1.0442 x 1.0090 = 1.0535978 1.0535978	=	\$72,598,226
08-09	1.0429 x 1.0068 = 1.0499917 1.0499917	=	\$76,227,535
09-10	1.0062 x 1.0042 = 1.01042604 1.01042604	=	\$77,022,286
10-11	.9746 x 1.0061 = .98054506 0.98054506	=	\$75,523,822
11-12	1.0251 x 1.0061 = 1.03135311 1.03135311	=	\$77,891,729
12-13	1.0377 x 1.0077 = 1.04569029 1.04569029	=	\$81,450,625
13-14	1.0512 x 1.0057 = 1.05719184 1.05719184	=	\$86,108,936
14-15	0.9977 x 1.0066 = 1.00428482 1.00428482	=	\$86,477,897
15-16	1.0382 x 1.0035 = 1.04183370 1.04183370	=	\$90,095,588

15-16 Appropriations Subject to Limit:

\$36,831,981
\$90,095,588

40.88%

APPROPRIATIONS SUBJECT TO LIMITATION

City of Lodi
Fiscal Year 2015-16

	AMOUNT	SOURCE
A. PROCEEDS OF TAXES	36,831,981	(Exhibit F)
B. EXCLUSIONS	0	(Exhibit D)
C. APPROPRIATIONS SUBJECT TO LIMITATION	36,831,981	(A-B)
D. CURRENT YEAR LIMIT	90,095,588	(Exhibit A)
E. OVER(UNDER) LIMIT	(53,263,605)	(C-D)

$$\frac{36,831,981}{90,095,588} = 40.88\%$$

EXCLUDED APPROPRIATIONS

City of Lodi
 Fiscal Year 2015-16

CATEGORY		Amount
COURT ORDERS		
	Subtotal	None
FEDERAL MANDATES		
	Subtotal	None
QUALIFIED CAPITAL OUTLAYS		
	Subtotal	None
QUALIFIED DEBT SERVICE		
	Subtotal	None
TOTAL EXCLUDABLE		None

(Copy to Exhibit C & G)

City of Lodi
 Schedule to Match User Fees to Costs
 Fiscal Year 2015-16

EXHIBIT E

	User Fee Collections	Cost Associated With User Fees	Amount in Excess of User fees
Public Safety Fees	371,400	28,991,120	0
Parks and Rec/Cultural Fees	1,752,650	4,902,870	0
Community Development Fees	412,800	1,538,410	0
PW Engineering Fees	839,280	1,342,600	0
Library Fees	27,000	1,388,940	0
Total	<u>3,403,130</u>	<u>38,163,940</u>	<u>0</u>

Calculation - Proceeds of Taxes

City of Lodi
Fiscal Year 2015-16

REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	TOTAL
TAXES:			
Property Taxes	9,200,030		9,200,030
Sales & Use Tax	11,774,880	374,980	12,149,860
Business License Tax	1,440,000		1,440,000
Franchise Tax	1,822,800		1,822,800
Transient Occupancy Tax	600,000		600,000
Real Property -Documentary Tax	140,000		140,000
In-Lieu Franchise Tax	7,082,070		7,082,070
FROM STATE			
Motor Vehicle In Lieu	4,746,120		4,746,120
State H-way Maintenance		11,400	11,400
Gas Tax		1,348,930	1,348,930
Cigarette tax			0
Transportation Development Act		3,620,000	3,620,000
TDA -Pedestrian/Bike Path		44,100	44,100
SB 300 Transportation Partnership		0	0
Measure K Funds		890,000	890,000
State Reimbursements-POST		40,000	40,000
Public Library grants		10,000	10,000
PERS Rebate		0	0
SB90 Reimbursements		0	0
Asset Seizure Funds/Auto Theft		0	0
Drug Suppression Grant		301,410	301,410
State special grants		1,236,500	1,236,500
Traffic Congestion Relief		0	0
State STIP reimbursement		0	0
LOCALLY RAISED			
Fines, Forfeitures, Penalties		1,479,900	1,479,900
Licenses and permits		851,000	851,000
Rent of City Property		1,919,210	1,919,210
Development Fees		1,156,300	1,156,300
USER FEES			
(from Exhibit E)	0	3,403,130	3,403,130
OTHER MISCELLANEOUS			
Sale of Property		400,000	400,000
Restitution-Damage to Property		1,000	1,000
Other revenue		953,030	953,030
Interfund Transfers			
		4,000,000	4,000,000
SUB-TOTAL			
(for Exhibit G)	36,805,900	22,040,890	58,846,790
INTEREST EARNINGS			
(from Exhibit G)	26,081	15,619	41,700
TOTAL REVENUE			
(use for Exhibit C)	36,831,981	22,056,509	58,888,490
RESERVE WITHDRAWALS			
(Including appropriated Fund Balance)			0
TOTAL OF THESE FUNDS			
			58,888,490
OTHER FUNDS NOT INCLUDED			
			121,507,130
GRAND TOTAL BUDGET			
			180,395,620

Interest Earnings
Produced by Taxes

City of Lodi
Fiscal Year 2015-16

	AMOUNT	SOURCE
A. NON-INTEREST TAX PROCEEDS	36,805,900	^(Exhibit F)
B. MINUS EXCLUSIONS	0	(Exhibit D)
C. NET INVESTED TAXES	36,805,900	(A-B)
D. TOTAL NON-INTEREST BUDGET	58,846,790	^(Exhibit F)
E. TAX PROCEEDS AS PERCENT OF BUDGET	62.55%	(C/D)
F. INTEREST EARNINGS	41,700	
G. AMOUNT OF INTEREST EARNED FROM TAXES	26,081	(E*F)
H. AMOUNT OF INTEREST EARNED ON NON-TAXES	15,619	(F-G)
I. Take the result of steps #G & H Copy on to Exhibit F		



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds (\$58,018)

MEETING DATE: June 17, 2015

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving the Memorandum of Understanding between the City of Lodi and the Lodi Police Mid-Management Organization for the Period January 1, 2015 through December 31, 2017 and appropriating funds (\$58,018).

BACKGROUND INFORMATION: Representatives from the City and Lodi Police Mid-Management Organization (LPMO) have reached a tentative agreement on a new Memorandum of Understanding (MOU), subject to the approval of Council.

A redline strikeout version of the MOU is attached for Council review and approval. The redline version also reflects language clean-up and edits desired by both the City and LPMO. A summary of the key changes to the MOU are as follows:

- The term of the MOU shall be from January 1, 2015 through December 31, 2017.
- Effective January 5, 2015, and following City Council approval, the City agrees to provide a 3 percent Cost of Living Adjustment (COLA), a 2 percent COLA effective the first full pay period in calendar year 2016, and a 2 percent COLA effective the first full pay period in calendar year 2017.
- Employees are eligible to cash out up to eighty (80) hours of their current Administrative Leave.
- Designate Explosive Ordinance Detail (EOD) and Motors as Special Assignments; employees assigned to these units will receive Special Assignment pay of 4.5 percent.
- Add Motors Uniform Allowance to include an initial one-time payment of \$1,200 for first time assignment and \$800 annual allowance thereafter.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's safety employees agreed to a permanent reduction in total compensation of nine percent. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007 or 2008 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increases are structured in such a fashion that they are sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Funding for the final year of the agreement assumes that revenues and expenditures will match current City projections.

APPROVED: _____
Stephen Schwabauer, City Manager

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

Staff recommends that the Council approve the MOU between the City and LPMO.

FISCAL IMPACT: Total cost of the proposed agreement is \$511,728 of which \$58,018 is applicable to FY 2014/15; \$142,796 is applicable to FY 2015/16; \$197,846 is applicable to FY 2016/17; and \$113,068 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation in the General Fund of \$58,018. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target. Funding for these increased costs will be included in each year's budget.

FUNDING AVAILABLE: Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

Attachment

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

**LODI POLICE MID-MANAGEMENT ORGANIZATION
(LPMO)**

~~JANUARY 1, 2014 – DECEMBER 31, 2014~~
JANUARY 1, 2015 – DECEMBER 31, 2017

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City of Lodi

And

Lodi Police Mid-Management Organization

January 1, ~~2014~~2015 – December 31, ~~2014~~2017

CHAPTER 1 - SALARIES AND OTHER COMPENSATION

ARTICLE I - SALARY AND TERM

- 1.1 The City of Lodi (City) and the Lodi Police Mid-Management Organization (LPMO) mutually agree the Lieutenant position is the benchmark position for all sworn members of this bargaining unit for determining employee's compensation.
- 1.2 Sergeant's salary will be calculated by dividing the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Sergeant.
- 1.3 Captain's salary will be calculated by multiplying the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Captain.
- 1.4 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The ~~City-of-Lodi~~ and LPMO agree that the term is January 1, 20142015 through December 31, 20142017.
- 1.5 The ~~City-of-Lodi~~ and the LPMO agree to commence negotiations no later than (3) months prior to the expiration of the MOU.
- 1.6 Although the City is not required to perform or act on a salary survey during the term of this MOU, in the event a salary survey is performed, the ~~City-of-Lodi~~ and the LPMO agree that the salary survey cities shall be as follows:

*Chico	*Merced	*Tracy
*Clovis	*Modesto	*Turlock
*Davis	*Redding	*Vacaville
*Fairfield	*Roseville	*Visalia
*Manteca	*Stockton	*Woodland

Salary surveys shall include the following areas of compensation:

- Salary
- PERS employee contribution paid by employer
- Health Care Contribution paid by employer
- Education Incentives

- POST Certificate Pay
- Longevity Pay
- Deferred Compensation Contribution

~~1.7 City shall provide a one time, non-PERSable payment of \$2,300 to each member of this bargaining unit who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner along with a regularly scheduled pay check within two pay periods of the approval of this MOU by the City Council. The City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.~~

~~For calendar year 2016, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2016.~~

~~For calendar year 2017, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2017.~~

ARTICLE II - UNIFORM ALLOWANCE

- 2.1 The City agrees to provide a uniform allowance of \$950.00 annually.
- 2.2 The uniform allowance shall be paid bi-weekly in conjunction with regular pay checks.
- 2.3 The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement.
- 2.4 ~~The City agrees to pay a one-time lump sum of \$1,200 to offset the initial uniform and equipment costs required for a Motor Sergeant and to pay an additional \$800 annual uniform allowance for those Sergeants assigned to Motors, paid bi-weekly in the employee's normal payroll check. The one-time lump sum payment of \$1,200 will only be paid if this is a first time assignment as a Motor Officer. In addition to the above uniform allowance, City agrees to make a one time, non-PERSable payment of one percent (1%) of employees' base salary as shown in Schedule A toward the uniform allowance to each member of the bargaining unit who is employed by the City on the date of approval of this MOU by the City Council. Payment will be made in a lump sum manner with a regularly scheduled pay check within two pay periods of approval of this MOU by the City Council. This clause shall sunset on December 31, 2014.~~

ARTICLE III – BI-LINGUAL PAY

- 3.1 Employees designated by the Department Head and approved by the City Manager who have passed a bi-lingual proficiency examination administered by the City shall receive a monthly bi-lingual premium of \$150.00.

ARTICLE IV – COMPENSATORY TIME

- 4.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.
- 4.2 No more than two hundred forty (240) hours of compensatory time may be carried on the books at any time.
- 4.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 4.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 4.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year in April and October.

ARTICLE V – COURT TIME

- 5.1 Employees scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half for actual hours involved in such appearances. In no event shall they be paid for less than four hours.
- 5.2 Court appearances which are within two hours of the beginning of a shift or within one hour of the end of the shift shall be compensated at the time and one-half rate. Such appearances shall be reported as contiguous shift extensions.
- 5.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum four hours shall be paid.
- 5.4 Employees who receive a subpoena to appear in court, shall notify their supervisor of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE VI - LONGEVITY PAY

- 6.1 After completing ten years of service with the Lodi Police Department, employees shall receive an annual longevity pay in the amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Police Department. Employees who have completed twenty years of service with the Lodi Police Department will receive longevity pay in the amount of \$3,000 in November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the longevity pay associated with their years of service with the Lodi Police Department.

The incentive in this Article is limited to employees hired prior to January 1, 2012.

ARTICLE VII – SPECIAL ASSIGNMENT PAY

- 7.1 ~~Sworn~~ Employees assigned to SWAT or Sergeants assigned to the Detective Bureau, ~~Motors, Explosive Ordinance Detail (EOD),~~ or Office of Professional Standards (OPS) shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that ~~special assignments to the Detective Bureau or SWAT~~ are at the sole discretion of the ~~Chief of Police~~ Police Chief. No employee has the right to such assignment. Employees in such positions acknowledge, as does the LPMO, that employees may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment.

ARTICLE VIII – OUT OF CLASS PAY

- 8.1 Employees in this bargaining unit who are designated by the ~~Chief of Police~~ Police Chief to work in a higher level classification shall be paid an additional 5% of the employee's regular salary.

ARTICLE IX - CALL BACK PAY

- 9.1 Officers called to appear for work within two hours of the beginning of a shift, or one hour after the shift, shall receive overtime at the rate of time and one-half. Such appearances shall be reported as contiguous shift extensions. If the appearance begins more than two hours before or more than one hour after the scheduled shift, the employee will be credited a minimum of three hours at the time and one-half rate.

When an officer is ordered back to work on an "as soon as possible" basis and reports within thirty minutes, the officer shall be compensated from the time of the call.

CHAPTER 2 – BENEFITS AND INSURANCES

ARTICLE X – EMPLOYEE ASSISTANCE PROGRAM

- 10.1 Employees, their spouses, and dependent children are entitled to three (3) free visits per year per family member with a licensed clinical social worker through the Employee Assistance Program provided through the City. This may be supplemented by medical insurance after exhaustion of the three (3) free visits.

ARTICLE XI - DEFERRED COMPENSATION

- 11.1 Employees may participate in the City's Deferred Compensation Plan.
- 11.2 The City will match up to maximum of 3.0% of gross base salary.

ARTICLE XII - FLEXIBLE SPENDING ACCOUNT

- 12.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
 - a) Premium Conversion
 - b) Non-reimbursed Health Care
 - c) Dependent Care Reimbursement
- 12.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.
- 12.3 The City intends to propose a cafeteria-based benefit program ~~in 2014 with an effective date of January 1, 2015. This program that~~ would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan. ~~The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.~~

~~The City's proposed cafeteria plan will offer substantially the same or better benefits to those currently received by unit members.~~

ARTICLE XIII - CHIROPRACTIC

- 13.1 Chiropractic services may be received by employees and dependents. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are \$10.00.

ARTICLE XIV - EDUCATION INCENTIVE

- 14.1 Education incentives will be available to eligible employees as follows:
 - Bachelor's Degree: \$200.00 per month
 - Advanced POST: \$250.00 per month OR
 - Supervisory POST: \$350.00 per month OR
 - Management POST: \$450.00 per month

POST incentives will be paid based upon the highest level certificate held.

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ARTICLE XV - OVERTIME

15.1 The following special provisions for the payment of overtime will apply to Police Sergeants and Police Lieutenants. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- ◆ The necessity to cover scheduled shifts;
- ◆ Direct supervision of crews assigned to work during normal days off to accommodate the public;
- ◆ ~~Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service; or~~
- ◆ ~~After-hours supervision of ongoing investigations.~~

15.2 Overtime pay shall not be paid for the following:

- ◆ Staff meetings;
- ◆ Special projects;
- ◆ Conferences and seminars - except as noted below;
- ◆ Appearances before City Council and commissions;
- ◆ Public information presentations; ~~or~~
- ◆ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

15.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

15.4 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.

15.5 Police Lieutenants and Sergeants shall be compensated for overtime hours necessitated by attending State mandated training and for work on special events as designated by the ~~Chief of Police~~ Police Chief or Division Commander.

15.6 The classification of Police Captain is deemed exempt from overtime and is not eligible for overtime pay under this article unless such overtime is required during a declared state of emergency and expenditure is mandated for reimbursement to the City ~~of Lodi~~.

ARTICLE XVI - RETIREMENT

16.1 The City ~~of Lodi~~ provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to ~~De~~ December 22, 2012 and deemed to be “classic” employees by PERS:

- Public Safety/Sworn
- 3% @ 50 plan
 - 1959 Survivors Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Single Highest Year
 - Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation

-
- Miscellaneous Members
- 2% @ 55 plan
 - 1959 Survivors Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest three (3) year average
 - Employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation

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16.2 For Public Safety employees hired after December 22, 2012 and deemed to be “classic” employees by PERS, the following retirement plan will apply:

- Public Safety/Sworn
- 3% @ 55 plan
 - 1959 Survivor Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest Three (3) Year Average
 - Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation

16.3 For employees hired on or after January 1, 2013, ~~The~~ City agrees to provide the following PERS retirement program and to pay the ~~employer’s~~ cost for employees deemed to be “new” employees by PERS under the Public ~~Employee’s~~ Pension Reform Act of 2013 (PEPRA):

- Public Safety/Sworn
- 2.7% @ 57 plan
 - 1959 Survivor Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest Three (3) Year Average
 - Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

-
- Miscellaneous Members
- 2% @ 62 plan

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- 1959 Survivors Benefit – Third Level
- Credit for Unused Sick Leave
- Military Service Credit as Public Service
- Highest three (3) year average
- Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

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ARTICLE XVII - SICK LEAVE CONVERSION

17.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid by the City for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

EXAMPLE:

Lt. John Smith retires with 25 years of service and 1800 hours of unused sick leave:

**Sick Leave Hours - $1800 \times 16\frac{2}{3}\%$ (reduced per MOU) = 299.99
1800 minus 299.99 = 1500.01
1500.01 divided by 8 (coverage factor) = 187.5
187.50 times 87.5% (% of coverage) = 164.1
164.1 times 694.86(current medical premium) = \$114,026.52**

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, subject to the cap shown in Section XIX. Any differences created by an increase in premiums must be paid for by the employee.

EXAMPLE:

Lt. John Smith retires with 25 years of service and 1800 hours of unused sick leave:

**Sick Leave Hours - 1800 divided by 8 (coverage factor) = 225
225 times 87.5 (% of coverage) = 196.88
196.88 divided by 12(yrs) = 16.4 total years of coverage**

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 17.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "Service Credit".
- 17.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the "bank" as calculated in section 17.1.
- 17.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 17.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 17.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 17.1; Option #2.
- 17.7 Only one City ~~of Lodi~~ employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 17.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion options.

ARTICLE XVIII - RESERVED

ARTICLE XIX - MEDICAL INSURANCE

- 19.1 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, ~~Employee OnlySingle~~) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac).

If an employee ~~elects not to be covered by~~ waives medical insurance through the City of ~~Lodi~~, the employee may at their option take the following in cash or deposited into their deferred compensation account ~~an additional:~~

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for Employee Only~~Single~~

~~will be added to either the employee's deferred compensation account or cash.~~ In order to qualify for this provision, proof of group insurance must be provided to the City.

19.2 Effective January 1, 2014, City will pay a maximum of the following for each family category:

- \$1,709.06 per month for Family
- \$1,314.66 per month for Employee + 1
- \$657.33 per month for Employee Only~~Single~~.

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

19.3 LPMO shall allow a maximum of seven (7) City employees to become associate members of LPMO solely to allow access to health plans not otherwise available to non public safety members. Associate memberships shall be allotted on a first-come, first-served basis.

~~19.4~~

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ARTICLE XX - DENTAL INSURANCE

- 20.1 Employees are provided fully paid family dental insurance.
- 20.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXI - VISION INSURANCE

- 21.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

ARTICLE XXII - LIFE INSURANCE

- 22.1 Employees are provided with *term life and accidental death/dismemberment* insurance up to \$25,000. These benefits decrease after age 70 on a sliding scale, depending on age.

22.2 Employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

ARTICLE XXIII - SURVIVORS MEDICAL BENEFITS

23.1 The City shall pay 100% of the premiums for health and dental benefits described in this MOU for the surviving spouse and any minor children of any Public Safety/Sworn member of the LPMO who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:

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(1) the children become age 26, or

(2) the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XXIV - TUITION REIMBURSEMENT

24.1 Tuition reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

CHAPTER 3 - LEAVES

ARTICLE XXV - VACATION LEAVE

25.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period
21st year	6.47 hours per pay period
22nd year	6.78 hours per pay period
23rd year	7.09 hours per pay period
24th year	7.40 hours per pay period
25th year	7.71 hours per pay period

25.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year/above	6.16 hours per pay period

25.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 25.1, or 25.2, depending on their initial employment with the City of Lodi

25.4 Vacation leave shall be used in increments of not less than quarter hours. Employees may accumulate a maximum of twice the employee's annual vacation accrual. If and when the accrual cap is reached, no additional vacation hours will be accumulated until the employee's vacation usage brings the accumulated number of hours under the cap.

ARTICLE XXVI - ADMINISTRATIVE LEAVE

26.1 Employees will be given 80 hours of administrative leave per calendar year, credited in January for purposes of use. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.

26.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

- 26.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with 26.2. Administrative leave used, but not accrued in accordance with 26.2 shall be repaid to City.
- 26.4 Employees are eligible to cash out up to 8040 hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance division.

ARTICLE XXVII - HOLIDAYS

- 27.1 All employees shall receive 135 hours of floating holidays.
- 27.2 All employees assigned to a 40 hour work week shall observe fixed holidays as shown:

New Year’s Day	-	January 1
Martin Luther King Jr. Day	-	3 rd Monday in January
Presidents Day	-	3 rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4 th
Labor Day	-	1 st Monday in September
Thanksgiving Day	-	4 th Thursday in November
Day after Thanksgiving	-	Friday following Thanksgiving Day
Last Half of Christmas Eve Day	-	December 24th
Christmas Day	-	December 25th

- 27.3 Holiday hours shall be taken in increments of not less than quarter hours.
- 27.4 If holiday time is not used by the end of the calendar year, any remaining hours will be cashed out to the employee in the first pay period in January.
- 27.5 If hired or separated mid-year, employee shall be credited or debited with fixed holidays remaining plus floating holidays per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>			<u>Hours added</u>	<u>Hours Subtracted</u>
Jan	Feb	March	40	30
April	May	June	30	20
July	Aug	Sept	20	10
Oct	Nov	Dec	10	0

ARTICLE XXVIII - SICK LEAVE

- 28.1 Sick Leave is earned at the rate of 5.54 hours per pay period with no limit on the amount that can be accrued. Sick leave shall be taken in increments of not less than quarter hours.

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ARTICLE XXIX – FAMILY AND MEDICAL LEAVE

29.1 The City-of Lodi will comply with the requirements of the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), as defined in California Government Code Sections 12945 et seq. and reflected in the City’s Policy and Procedures Manual.

ARTICLE XXX - CATASTROPHIC LEAVE

30.1 Catastrophic leave is available to employees in accordance with the City’s current Catastrophic Leave policy.

ARTICLE XXXI - BEREAVEMENT LEAVE

31.1 Bereavement leave is available to employees in accordance with the City’s current Bereavement Leave policy.

ARTICLE XXXII – LEAVES OF ABSENCE

32.1 Leaves of Absence are available to employees in accordance with the City’s current Leave of Absence policy.

CHAPTER 4 - ORGANIZATION/CITY ISSUES

ARTICLE XXXIII - PROBATION

33.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Employee serves “at will” and rejection during probation cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

ARTICLE XXXIV - PERSONAL LIABILITY

34.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City-of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
 - 1. The act or omissions was not within the scope of their employment; or
 - 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
 - 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
 - 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 - 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
 - 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXXV- GRIEVANCE PROCEDURE

- 35.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
 - A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
 - B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.
- 35.2 Class action Grievances shall be submitted in writing from the LPMO’s President to the City Manager or vice versa.
- 35.3 **STEP ONE**
Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.
- 35.4 **STEP TWO**
If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance by the Association Representative, in writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager’s decision shall be final and binding regarding the City’s Administrative Process.

ARTICLE XXXVI - DISCIPLINARY PROCEDURE

- 36.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.
- 36.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.
- 36.3 Cause: Causes for discipline of any regular employee shall follow the listing of causes noted in the City’s Rules for Personnel Administration, as well as the following causes:
- A. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.
 - B. Unauthorized possession or use of controlled substances or alcohol on City property and/or at the worksite.
- 36.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.
- 36.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head or designee proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:
- 1. The specific type of disciplinary action;
 - 2. The effective date of the action;
 - 3. The specific reason(s) or cause(s) for the actions;
 - 4. Notice that the employee may inspect copies of all materials upon which the action is based, and
 - 5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head or designee and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
7. The specific reason(s) or cause(s) for the actions;

36.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.

1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.

36.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.

36.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers from the office of the California State Mediation and Conciliation Services. Absent mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:

1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.

3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
5. The appeal hearing will be held on the City's premises.
6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. In the event the hearing officer finds that the level of discipline is excessive, he/she may submit an advisory opinion concerning what he/she feels would be the appropriate level of discipline to the City Manager. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.

36.9 Any decision of the City Manager shall be final and binding.

36.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5.

36.11 Notwithstanding anything in this MOU, all discipline under this MOU shall conform to the requirements of the Police Officers Bill of Rights for Public Safety members.

ARTICLE XXXVII –CITY RIGHTS

37.1 It is further understood and agree between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to , the exclusive rights to:

- Determine the methods, means, and personnel by which government operations are conducted
- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations

- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XXXVIII – EMPLOYEE REPRESENTATION

38.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Police Mid-Management Organization (LPMO).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter —during the course of collective bargaining preparatory to signing this agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LPMO agree and understand that if any section of the MOU conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LPMO representatives for the purpose of representing members of the LPMO on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

ARTICLE XXXIX - EMPLOYEE RIGHTS

39.1 The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes

investigations of the complaint, recommending discipline to the office of the Police Chief, and the imposition of discipline.

39.2 The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.), and such is hereby incorporated into this MOU.

39.3 It is understood by both parties that the LPMO, in addition to any other rights herein specified, has the following rights:

1. To represent its members before the City regarding wages, hours, and other terms and conditions or employment
2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
3. With an employee's written consent, an authorized LPMO representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

The City agrees to recognize the LPMO representatives for the purpose of representing employees on all matters relating to the administration of this MOU; and, upon the request of an employee on adverse actions and other matters which may be or are on appeal in accordance with Article XXXVI of this MOU.

39.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.

39.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The LPMO similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.

39.6 Both the City and the LPMO agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions or employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XXXX – REST PERIOD

40.1 The intent of the rest period is to ensure that the employee is adequately rested for his/her assigned work shift.

- a. Employees will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:

- 1) the time period that employee’s regular work shift ends and his/her scheduled appearance/assignment time; or
 - 2) the time period that officer is dismissed and his/her regular work shift begins.
- This rest period will not be charged to the employee.

- b. If an employee receives approval to take the remaining portion of his or her scheduled shift off, the employee’s leave balances will be charged for the entire shift (as if no rest period has occurred).
- c. The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

ARTICLE XXXXI - CHANGES IN THE MOU

41.1 The City and the LPMO agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the LPMO.

ARTICLE XXXXII - SEVERABILITY

42.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

CHAPTER 5 – WORK HOURS

ARTICLE XXXXIII - HOURS OF WORK

- 43.1 Employees shall work a “~~40-44/10~~” plan. Alternate work schedules may be developed and authorized by the ~~Chief of Police~~Police Chief.
- 43.2 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the needs of service.
- 43.3 The City and LPMO mutually agree that split shifts are very stressful and may cause health problems. Consequently, supervisors and managers shall not work split shifts except during cases of an emergency nature.
- 43.4 All employees in the classification of Police Lieutenant or Police Sergeant assigned to Patrol shall select annually, beginning in the month of ~~April~~September, for at least a one

year period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority and the needs of the service. Seniority shall be defined as follows: Total time in service in the classification rank. Should a member of the LPMO leave membership for any reason and return to membership within twelve months, seniority shall be as if the member never left.

SCHEDULE A

Police Mid-Management Positions
Effective January 5, 2015

Salary effective 1/1/14

Occupation Title	Step A	Step B	Step C	Step D	Step E
Police Captain	9150.42	9607.93	10088.33	10592.74	11122.38
Police Lieutenant	7625.35	8006.61	8406.94	8827.29	9268.65
Police Sergeant	6354.46	6672.17	7005.78	7356.07	7723.88

Job Title	Job Code	Step A	Step B	Step C	Step D	Step E
Police Captain	6300	9424.93	9896.17	10390.98	10910.52	11456.05
Police Lieutenant	6310	7854.11	8246.81	8659.15	9092.11	9546.71
Police Sergeant	6320	6545.09	6872.34	7215.95	7576.75	7955.60
Dispatch Supervisor	6430	5074.45	5328.18	5594.59	5874.32	6168.03

LODI POLICE MID-MANAGEMENT ORGANIZATION

CITY OF LODI, a municipal corporation

Shad Canestrino~~Steve Carillo~~, Negotiator
Manager

Stephen Schwabauer, ~~Interim~~ City

Dated: _____

Dated: _____

Fernando Martinez, Negotiator

Jordan Ayers, Deputy City Manager

Dated: _____

Dated: _____

Steve Nelson, Negotiator

Adele Post, Human Resources Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Janice D. Magdich, ~~Interim~~ City Attorney

Attest:

Jennifer M. Ferraiolo, City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jordan Ayers, Deputy City Manager** 5. DATE: **6/17/15**
 4. DEPARTMENT/DIVISION:

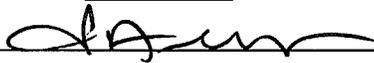
6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 58,018.00
B. USE OF FINANCING	100	10032000	71001	Regular Salary	\$ 58,018.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for Police Mid-Management Organization

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: **6/17/15** Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
MEMORANDUM OF UNDERSTANDING WITH THE LODI POLICE
MID-MANAGEMENT ORGANIZATION EFFECTIVE JANUARY 1, 2015
THROUGH DECEMBER 31, 2017 AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to the Memorandum of Understanding with the Lodi Police Mid-Management Organization as follows as a partial restoration of prior concessions:

- 3% increase to base salary, effective the first full pay period in 2015; 2% increase to base salary, effective the first full pay period in 2016; and 2% increase to base salary, effective the first full pay period in 2017;
- Ability to cash out up to 80 hours of Administrative Leave accrual;
- Designate Explosive Ordnance Detail and Motors as Special Assignments; employees assigned to these units will receive Special Assignment pay of 4.5 percent; and
- Add Motors Uniform Allowance to include an initial one-time payment of \$1,200 for first time assignment and \$800 annual allowance thereafter.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and the Lodi Police Mid-Management Organization, effective January 1, 2015 through December 31, 2017; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

**LODI POLICE MID-MANAGEMENT ORGANIZATION
(LPMO)**

JANUARY 1, 2015 – DECEMBER 31, 2017

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City of Lodi

And

Lodi Police Mid-Management Organization

January 1, 2015 – December 31, 2017

CHAPTER 1 - SALARIES AND OTHER COMPENSATION

ARTICLE I - SALARY AND TERM

- 1.1 The City of Lodi (City) and the Lodi Police Mid-Management Organization (LPMO) mutually agree the Lieutenant position is the benchmark position for all sworn members of this bargaining unit for determining employee's compensation.
- 1.2 Sergeant's salary will be calculated by dividing the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Sergeant.
- 1.3 Captain's salary will be calculated by multiplying the Lieutenants salary by 1.20, creating a 20% separation between Lieutenant and Captain.
- 1.4 The terms and conditions of this MOU shall continue in effect during the term of this MOU. The City and LPMO agree that the term is January 1, 2015 through December 31, 2017.
- 1.5 The City and the LPMO agree to commence negotiations no later than (3) months prior to the expiration of the MOU.
- 1.6 Although the City is not required to perform or act on a salary survey during the term of this MOU, in the event a salary survey is performed, the City and the LPMO agree that the salary survey cities shall be as follows:

*Chico	*Merced	*Tracy
*Clovis	*Modesto	*Turlock
*Davis	*Redding	*Vacaville
*Fairfield	*Roseville	*Visalia
*Manteca	*Stockton	*Woodland

Salary surveys shall include the following areas of compensation:

- Salary
- PERS employee contribution paid by employer
- Health Care Contribution paid by employer
- Education Incentives

- POST Certificate Pay
- Longevity Pay
- Deferred Compensation Contribution

1.7 The City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a COLA of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

ARTICLE II - UNIFORM ALLOWANCE

- 2.1 The City agrees to provide a uniform allowance of \$950.00 annually.
- 2.2 The uniform allowance shall be paid bi-weekly in conjunction with regular pay checks.
- 2.3 The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement.
- 2.4 The City agrees to pay a one-time lump sum of \$1,200 to offset the initial uniform and equipment costs required for a Motor Sergeant and to pay an additional \$800 annual uniform allowance for those Sergeants assigned to Motors, paid bi-weekly in the employee's normal payroll check. The one-time lump sum payment of \$1,200 will only be paid if this is a first time assignment as a Motor Officer.

ARTICLE III – BI-LINGUAL PAY

- 3.1. Employees designated by the Department Head and approved by the City Manager who have passed a bi-lingual proficiency examination administered by the City shall receive a monthly bi-lingual premium of \$150.00.

ARTICLE IV – COMPENSATORY TIME

- 4.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of overtime time worked.
- 4.2 No more than two hundred forty (240) hours of compensatory time may be carried on the books at any time.
- 4.3 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

- 4.4 Upon separation, the employee will be paid at the employee's current hourly rate or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 4.5 Bargaining unit members shall be allowed to cash out up to a maximum of 100 hours of earned compensatory time off twice per year in April and October.

ARTICLE V – COURT TIME

- 5.1 Employees scheduled to make court appearances during off-duty hours, on scheduled days off, or when on graveyard shift, shall be compensated at the rate of time and one-half for actual hours involved in such appearances. In no event shall they be paid for less than four hours.
- 5.2 Court appearances which are within two hours of the beginning of a shift or within one hour of the end of the shift shall be compensated at the time and one-half rate. Such appearances shall be reported as contiguous shift extensions.
- 5.3 Cancellation of scheduled appearance must be made at least two hours before said scheduled appearance or the minimum four hours shall be paid.
- 5.4 Employees who receive a subpoena to appear in court, shall notify their supervisor of the appearance date and time in order to provide the Watch Commander time to review the schedule to determine if rest period time is required, or additional staff will be needed.

ARTICLE VI - LONGEVITY PAY

- 6.1 After completing ten years of service with the Lodi Police Department, employees shall receive an annual longevity pay in the amount of \$1,500 in November of the year following completion of ten years of service and each year thereafter until completing twenty years of service with the Lodi Police Department. Employees who have completed twenty years of service with the Lodi Police Department will receive longevity pay in the amount of \$3,000 in November of the year following completion of twenty full years of service and each year thereafter.

For the purposes of this article, all employees who as of October 31st meet the service level requirements (either ten full years or twenty full years from the first day of the month in which they started their employment with the City of Lodi Police Department) shall receive the longevity pay associated with their years of service with the Lodi Police Department.

The incentive in this Article is limited to employees hired prior to January 1, 2012.

ARTICLE VII – SPECIAL ASSIGNMENT PAY

- 7.1 Sworn employees assigned to SWAT or Sergeants assigned to the Detective Bureau, Motors, Explosive Ordinance Detail (EOD), or Office of Professional Standards (OPS)

shall receive an allowance equal to 4.5% of their normal base pay. It is mutually agreed that special assignments are at the sole discretion of the Police Chief. No employee has the right to such assignment. Employees in such positions acknowledge, as does the LPMO, that employees may be transferred or reassigned from their position on a non-punitive basis and that they have no right to appeal from such transfer or reassignment.

ARTICLE VIII – OUT OF CLASS PAY

8.1 Employees in this bargaining unit who are designated by the Police Chief to work in a higher level classification shall be paid an additional 5% of the employee's regular salary.

ARTICLE IX - CALL BACK PAY

9.1 Officers called to appear for work within two hours of the beginning of a shift, or one hour after the shift, shall receive overtime at the rate of time and one-half. Such appearances shall be reported as contiguous shift extensions. If the appearance begins more than two hours before or more than one hour after the scheduled shift, the employee will be credited a minimum of three hours at the time and one-half rate.

When an officer is ordered back to work on an "as soon as possible" basis and reports within thirty minutes, the officer shall be compensated from the time of the call.

CHAPTER 2 – BENEFITS AND INSURANCES

ARTICLE X – EMPLOYEE ASSISTANCE PROGRAM

10.1 Employees, their spouses, and dependent children are entitled to three (3) free visits per year per family member with a licensed clinical social worker through the Employee Assistance Program provided through the City. This may be supplemented by medical insurance after exhaustion of the three (3) free visits.

ARTICLE XI - DEFERRED COMPENSATION

11.1 Employees may participate in the City's Deferred Compensation Plan.

11.2 The City will match up to maximum of 3.0% of gross base salary.

ARTICLE XII - FLEXIBLE SPENDING ACCOUNT

12.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;

- a) Premium Conversion
- b) Non-reimbursed Health Care
- c) Dependent Care Reimbursement

- 12.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.
- 12.3 The City intends to propose a cafeteria-based benefit program that would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.

ARTICLE XIII - CHIROPRACTIC

- 13.1 Chiropractic services may be received by employees and dependents. This benefit allows up to a maximum of 40 visits per calendar year. Co-payments for services are \$10.00.

ARTICLE XIV - EDUCATION INCENTIVE

- 14.1 Education incentives will be available to eligible employees as follows:

Bachelor's Degree: \$200.00 per month

Advanced POST: \$250.00 per month OR

Supervisory POST: \$350.00 per month OR

Management POST: \$450.00 per month

POST incentives will be paid based upon the highest level certificate held.

ARTICLE XV - OVERTIME

- 15.1 The following special provisions for the payment of overtime will apply to Police Sergeants and Police Lieutenants. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- ◆ The necessity to cover scheduled shifts;
- ◆ Direct supervision of crews assigned to work during normal days off to accommodate the public;
- ◆ Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service; or
- ◆ After-hours supervision of ongoing investigations.

- 15.2 Overtime pay shall not be paid for the following:

- ◆ Staff meetings;
- ◆ Special projects;

- ◆ Conferences and seminars - except as noted below;
 - ◆ Appearances before City Council and commissions;
 - ◆ Public information presentations; or
 - ◆ Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.
- 15.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.
- 15.4 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.
- 15.5 Police Lieutenants and Sergeants shall be compensated for overtime hours necessitated by attending State mandated training and for work on special events as designated by the Police Chief or Division Commander.
- 15.6 The classification of Police Captain is deemed exempt from overtime and is not eligible for overtime pay under this article unless such overtime is required during a declared state of emergency and expenditure is mandated for reimbursement to the City.

ARTICLE XVI - RETIREMENT

- 16.1 The City provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits. The following plan is available to employees hired prior to December 22, 2012 and deemed to be “classic” employees by PERS:

- | | |
|-----------------------|--|
| Public Safety/Sworn | <ul style="list-style-type: none"> • 3% @ 50 plan • 1959 Survivors Benefit – Third Level • Credit for Unused Sick Leave • Military Service Credit as Public Service • Single Highest Year • Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation |
| Miscellaneous Members | <ul style="list-style-type: none"> • 2% @ 55 plan • 1959 Survivors Benefit – Third Level • Credit for Unused Sick Leave • Military Service Credit as Public Service • Highest three (3) year average • Employee shall pay the full employee share of retirement costs as calculated by PERS (7%) in its annual actuarial valuation |

16.2 For Public Safety employees hired after December 22, 2012 and deemed to be “classic” employees by PERS, the following retirement plan will apply:

- Public Safety/Sworn
- 3% @ 55 plan
 - 1959 Survivor Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest Three (3) Year Average
 - Employee shall pay the full employee share of retirement costs (9%) as calculated by PERS in its annual actuarial valuation

16.3 For employees hired on or after January 1, 2013, the City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “new” employees by PERS under the Public Employee’s Pension Reform Act of 2013 (PEPRA):

- Public Safety/Sworn
- 2.7% @ 57 plan
 - 1959 Survivor Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest Three (3) Year Average
 - Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

- Miscellaneous Members
- 2% @ 62 plan
 - 1959 Survivors Benefit – Third Level
 - Credit for Unused Sick Leave
 - Military Service Credit as Public Service
 - Highest three (3) year average
 - Employee shall pay the full employee share of retirement costs as calculated by PERS in its annual actuarial valuation

ARTICLE XVII - SICK LEAVE CONVERSION

17.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid by the City for the employee and, if applicable, his/her dependents.

Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

EXAMPLE:

Lt. John Smith retires with 25 years of service and 1800 hours of unused sick leave:

Sick Leave Hours - $1800 \times 16\frac{2}{3}\%$ (reduced per MOU) = 299.99
1800 minus 299.99 = 1500.01
1500.01 divided by 8 (coverage factor) = 187.5
187.50 times 87.5% (% of coverage) = 164.1
164.1 times 694.86(current medical premium) = \$114,026.52

Employees may also use their banks money to purchase Dental and/or Vision Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement, subject to the cap shown in Section XIX. Any differences created by an increase in premiums must be paid for by the employee.

EXAMPLE:

Lt. John Smith retires with 25 years of service and 1800 hours of unused sick leave:

Sick Leave Hours - 1800 divided by 8 (coverage factor) = 225
225 times 87.5 (% of coverage) = 196.88
196.88 divided by 12(yrs) = 16.4 total years of coverage

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 17.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "Service Credit".
- 17.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the "bank" as calculated in section 17.1.

- 17.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.
- 17.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 17.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 17.1; Option #2.
- 17.7 Only one City employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 17.8 A retiree or surviving dependent may purchase dental and vision insurance at the City group rate through the Sick Leave Conversion options.

ARTICLE XVIII - RESERVED

ARTICLE XIX - MEDICAL INSURANCE

- 19.1 All employees are offered medical insurance for themselves and dependents through CalPERS medical plans. City shall pay 100% of the premium for employee's family category (Family, Employee + 1, Employee Only) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac).

If an employee waives medical insurance through the City, the employee may at their option take the following in cash or deposited into their deferred compensation account:

- \$692.81 per month for Family
- \$532.92 per month for Employee + 1
- \$305.22 per month for Employee Only

In order to qualify for this provision, proof of group insurance must be provided to the City.

- 19.2 Effective January 1, 2014, City will pay a maximum of the following for each family category:
- \$1,709.06 per month for Family
 - \$1,314.66 per month for Employee + 1
 - \$657.33 per month for Employee Only

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

- 19.3 LPMO shall allow a maximum of seven (7) City employees to become associate members of LPMO solely to allow access to health plans not otherwise available to non public safety members. Associate memberships shall be allotted on a first-come, first-served basis.

ARTICLE XX - DENTAL INSURANCE

- 20.1 Employees are provided fully paid family dental insurance.
- 20.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXI - VISION INSURANCE

- 21.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

ARTICLE XXII - LIFE INSURANCE

- 22.1 Employees are provided with *term life and accidental death/dismemberment* insurance up to \$25,000. These benefits decrease after age 70 on a sliding scale, depending on age.
- 22.2 Employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

ARTICLE XXIII - SURVIVORS MEDICAL BENEFITS

- 23.1 The City shall pay 100% of the premiums for health and dental benefits described in this MOU for the surviving spouse and any minor children of any Public Safety/Sworn member of the LPMO who is killed or dies during the performance of official duties. Premiums will be paid at the current rate in effect at the time of the member's death. Premiums will continue to be paid by the City until such time as the surviving spouse is covered by other insurance or remarries, and for dependent children of the member killed in the line of duty until such time as either:
- (1) the children become age 26, or
 - (2) the children are covered under other alternative medical coverage provided by and through the surviving spouse or the person who he/she remarries.

ARTICLE XXIV - TUITION REIMBURSEMENT

- 24.1 Tuition reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

CHAPTER 3 - LEAVES

ARTICLE XXV - VACATION LEAVE

25.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year	6.16 hours per pay period
21st year	6.47 hours per pay period
22nd year	6.78 hours per pay period
23rd year	7.09 hours per pay period
24th year	7.40 hours per pay period
25th year	7.71 hours per pay period

25.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6th year	4.62 hours per pay period
12th year	5.23 hours per pay period
15th year/above	6.16 hours per pay period

25.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 25.1, or 25.2, depending on their initial employment with the City.

25.4 Vacation leave shall be used in increments of not less than quarter hours. Employees may accumulate a maximum of twice the employee's annual vacation accrual. If and when the accrual cap is reached, no additional vacation hours will be accumulated until the employee's vacation usage brings the accumulated number of hours under the cap.

ARTICLE XXVI - ADMINISTRATIVE LEAVE

26.1 Employees will be given 80 hours of administrative leave per calendar year, credited in January for purposes of use. Leave shall be taken in increments of not less than quarter hours. Balances must be used prior to December 30 or they will be lost.

26.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

- 26.3 Employees separating mid-year will receive a cash pay out for unused Administrative Leave on a prorated basis in accordance with 26.2. Administrative leave used, but not accrued in accordance with 26.2 shall be repaid to City.
- 26.4 Employees are eligible to cash out up to 80 hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance division.

ARTICLE XXVII - HOLIDAYS

- 27.1 All employees shall receive 135 hours of floating holidays.
- 27.2 All employees assigned to a 40 hour work week shall observe fixed holidays as shown:

New Year's Day	-	January 1
Martin Luther King Jr. Day	-	3 rd Monday in January
Presidents Day	-	3 rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4 th
Labor Day	-	1 st Monday in September
Thanksgiving Day	-	4 th Thursday in November
Day after Thanksgiving	-	Friday following Thanksgiving Day
Last Half of Christmas Eve Day	-	December 24th
Christmas Day	-	December 25th

- 27.3 Holiday hours shall be taken in increments of not less than quarter hours.
- 27.4 If holiday time is not used by the end of the calendar year, any remaining hours will be cashed out to the employee in the first pay period in January.
- 27.5 If hired or separated mid-year, employee shall be credited or debited with fixed holidays remaining plus floating holidays per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>			<u>Hours added</u>	<u>Hours Subtracted</u>
Jan	Feb	March	40	30
April	May	June	30	20
July	Aug	Sept	20	10
Oct	Nov	Dec	10	0

ARTICLE XXVIII - SICK LEAVE

- 28.1 Sick Leave is earned at the rate of 5.54 hours per pay period with no limit on the amount that can be accrued. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XXIX – FAMILY AND MEDICAL LEAVE

29.1 The City will comply with the requirements of the federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), as defined in California Government Code Sections 12945 et seq. and reflected in the City’s Policy and Procedures Manual.

ARTICLE XXX - CATASTROPHIC LEAVE

30.1 Catastrophic leave is available to employees in accordance with the City’s current Catastrophic Leave policy.

ARTICLE XXXI - BEREAVEMENT LEAVE

31.1 Bereavement leave is available to employees in accordance with the City’s current Bereavement Leave policy.

ARTICLE XXXII – LEAVES OF ABSENCE

32.1 Leaves of Absence are available to employees in accordance with the City’s current Leave of Absence policy.

CHAPTER 4 - ORGANIZATION/CITY ISSUES**ARTICLE XXXIII - PROBATION**

33.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Employee serves “at will” and rejection during probation cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

ARTICLE XXXIV - PERSONAL LIABILITY

34.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:

1. The act or omissions was not within the scope of their employment; or
 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXXV- GRIEVANCE PROCEDURE

35.1 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
- B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.

35.2 Class action Grievances shall be submitted in writing from the LPMO’s President to the City Manager or vice versa.

35.3 **STEP ONE**

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

35.4 **STEP TWO**

If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance by the Association Representative, in writing, to the City Manager who shall answer, in writing, within fifteen work days of receipt of the grievance, the City Manager’s decision shall be final and binding regarding the City’s Administrative Process.

ARTICLE XXXVI - DISCIPLINARY PROCEDURE

- 36.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.
- 36.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.
- 36.3 Cause: Causes for discipline of any regular employee shall follow the listing of causes noted in the City’s Rules for Personnel Administration, as well as the following causes:
- A. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.
 - B. Unauthorized possession or use of controlled substances or alcohol on City property and/or at the worksite.
- 36.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.
- 36.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary Action shall be prepared in writing by the department head or designee proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Director. The written Notice of Intended Disciplinary Action shall contain the following information:
- 1. The specific type of disciplinary action;
 - 2. The effective date of the action;
 - 3. The specific reason(s) or cause(s) for the actions;
 - 4. Notice that the employee may inspect copies of all materials upon which the action is based, and
 - 5. Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands.

An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head or designee and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:

6. The specific type of disciplinary action;
 7. The specific reason(s) or cause(s) for the actions;
- 36.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.
1. Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.
 2. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Director. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- 36.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Director within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.
- 36.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer selected through the California State Mediation and Conciliation Services to hear the appeal and submit an advisory decision to the City Manager. Selection of the hearing officer shall be made by the parties' mutually selecting a list of 7 neutral hearing officers from the office of the California State Mediation and Conciliation Services. Absent mutual agreement on a name on the list, the parties will strike names from the list for final selection of the hearing officer. The selected hearing officer shall adhere to the following standard of review and hearing procedures:
1. The appeal hearing shall be informal and strict rules of evidence shall not apply.
 2. The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.

3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
 4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.
 5. The appeal hearing will be held on the City's premises.
 6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. In the event the hearing officer finds that the level of discipline is excessive, he/she may submit an advisory opinion concerning what he/she feels would be the appropriate level of discipline to the City Manager. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.
 7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.
- 36.9 Any decision of the City Manager shall be final and binding.
- 36.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5.
- 36.11 Notwithstanding anything in this MOU, all discipline under this MOU shall conform to the requirements of the Police Officers Bill of Rights for Public Safety members.

ARTICLE XXXVII –CITY RIGHTS

- 37.1 It is further understood and agree between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to , the exclusive rights to:
- Determine the methods, means, and personnel by which government operations are conducted
 - Determine the mission of its constituent departments, commissions, and boards
 - Set standards of service
 - Determine the procedures and standards of selection for employment
 - Direct its employees
 - Maintain the efficiency of governmental operations

- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XXXVIII – EMPLOYEE REPRESENTATION

38.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Police Mid-Management Organization (LPMO).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining preparatory to signing this agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LPMO agree and understand that if any section of the MOU conflicts with the terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LPMO representatives for the purpose of representing members of the LPMO on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

ARTICLE XXXIX - EMPLOYEE RIGHTS

39.1 The City agrees that all disciplinary actions shall be taken in a timely manner, recognizing that imposing discipline, grieving such discipline, investigations, and criminal proceedings may preclude timely action. This process also includes

investigations of the complaint, recommending discipline to the office of the Police Chief, and the imposition of discipline.

- 39.2 The City shall abide by the Public Safety Officers Procedural Bill of Rights (Government Code Section 3300 et seq.), and such is hereby incorporated into this MOU.
- 39.3 It is understood by both parties that the LPMO, in addition to any other rights herein specified, has the following rights:
1. To represent its members before the City regarding wages, hours, and other terms and conditions or employment
 2. To receive timely written notice of changes to or adoption of any rule or regulation directly relating to wages, hours and other terms and conditions of employment.
 3. With an employee's written consent, an authorized LPMO representative shall be permitted, upon request, to inspect the employee's official departmental personnel file during normal business hours. Such review shall not interfere with normal business of the Department.

The City agrees to recognize the LPMO representatives for the purpose of representing employees on all matters relating to the administration of this MOU; and, upon the request of an employee on adverse actions and other matters which may be or are on appeal in accordance with Article XXXVI of this MOU.

- 39.4 The City agrees to provide each represented employee with copies of special orders, general orders, training bulletins, departmental rules and regulations, and a copy of this MOU.
- 39.5 The City agrees not to interfere or in any way discriminate against an employee for exercising his/her right to belong to an employee organization or to exercise his/her rights under this MOU. The LPMO similarly agrees that it will not interfere with or discriminate against employees for exercising rights to belong or refrain from belonging to, supporting, or participating in the activities of an employee organization.
- 39.6 Both the City and the LPMO agree that no employee shall be subjected to any discrimination by the City or fellow employees in any matter relating to hiring, promotion, assignment, wages, or conditions or employment because of age, sex, creed, color, or national origin. Alleged discriminatory acts are subject to the City's Policy and Procedure regarding Discrimination, not the grievance procedure.

ARTICLE XXXX – REST PERIOD

- 40.1 The intent of the rest period is to ensure that the employee is adequately rested for his/her assigned work shift.
- a. Employees will receive a continuous eight hour rest period immediately preceding or immediately following their scheduled court appearance or other departmental assignment(s), if less than eight hours has elapsed during:

- 1) the time period that employee's regular work shift ends and his/her scheduled appearance/assignment time; or
- 2) the time period that officer is dismissed and his/her regular work shift begins.

This rest period will not be charged to the employee.

- b. If an employee receives approval to take the remaining portion of his or her scheduled shift off, the employee's leave balances will be charged for the entire shift (as if no rest period has occurred).
- c. The rest period does not apply when an employee is scheduled for court or appearance/assignment the day immediately following a day off.

ARTICLE XXXXI - CHANGES IN THE MOU

- 41.1 The City and the LPMO agree to reopen this MOU and to renew Meeting and Conferring on the subjects set forth herein during the term of this MOU in the event that any provision of this MOU is modified by statute or by a competent order of a court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute or competent order of a court or agreement of the City and the LPMO.

ARTICLE XXXXII - SEVERABILITY

- 42.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

CHAPTER 5 – WORK HOURS

ARTICLE XXXXIII - HOURS OF WORK

- 43.1 Employees shall work a "4/10" plan. Alternate work schedules may be developed and authorized by the Police Chief.
- 43.2 It is mutually agreed that the City has the sole right to assign personnel, to establish hours of work and work schedules, to make changes to those schedules, to schedule employees off on compensatory time, and to schedule holidays and vacations, all depending on the needs of service.
- 43.3 The City and LPMO mutually agree that split shifts are very stressful and may cause health problems. Consequently, supervisors and managers shall not work split shifts except during cases of an emergency nature.
- 43.4 All employees in the classification of Police Lieutenant or Police Sergeant assigned to Patrol shall select annually, beginning in the month of April, for at least a one year

period, their preferred team assignment, days off sequence, holidays, and vacations on the basis of their seniority and the needs of the service. Seniority shall be defined as follows: Total time in service in the classification rank. Should a member of the LPMO leave membership for any reason and return to membership within twelve months, seniority shall be as if the member never left.

SCHEDULE A**Police Mid-Management Positions
Effective January 5, 2015**

Job Title	Job Code	Step A	Step B	Step C	Step D	Step E
Police Captain	6300	9424.93	9896.17	10390.98	10910.52	11456.05
Police Lieutenant	6310	7854.11	8246.81	8659.15	9092.11	9546.71
Police Sergeant	6320	6545.09	6872.34	7215.95	7576.75	7955.60
Dispatch Supervisor	6430	5074.45	5328.18	5594.59	5874.32	6168.03

LODI POLICE MID-MANAGEMENT ORGANIZATION

CITY OF LODI, a municipal corporation

Shad Canestrino, Negotiator

Stephen Schwabauer, City Manager

Dated: _____

Dated: _____

Fernando Martinez, Negotiator

Jordan Ayers, Deputy City Manager

Dated: _____

Dated: _____

Steve Nelson, Negotiator

Adele Post, Human Resources Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Janice D. Magdich, City Attorney

Attest:

Jennifer M. Ferraiolo, City Clerk

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: **Jordan Ayers, Deputy City Manager** 5. DATE: **6/17/15**
 4. DEPARTMENT/DIVISION:

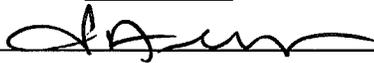
6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100		32205	Unreserved Fund Balance	\$ 58,018.00
B. USE OF FINANCING	100	10032000	71001	Regular Salary	\$ 58,018.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for Police Mid-Management Organization

If Council has authorized the appropriation adjustment, complete the following:
 Meeting Date: **6/17/15** Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolutions Approving the Memorandums of Understanding between the City of Lodi and AFSCME (General Services and Maintenance & Operators Units) for the Period January 1, 2015 through December 31, 2017, Extending Certain Provisions to Confidential General Services Employees and Appropriating Funds (\$59,209)

MEETING DATE: June 17, 2015

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolutions approving the Memorandums of Understanding between the City of Lodi and AFSCME (General Services and Maintenance & Operators Units for the Period January 1, 2015 through December 31, 2017, extending certain provisions to Confidential General Services employees and appropriating funds (\$59,209).

BACKGROUND INFORMATION: Representatives from the City and AFSCME have reached tentative agreements on new Memorandums of Understanding (MOU), subject to the approval of Council.

A redline strikeout version of each MOU is attached for Council review and approval. These redline versions also reflect language clean-up and edits desired by both the City and AFSCME. A summary of the key changes to the MOU are as follows:

GENERAL SERVICES

- The term of the MOU shall be from January 1, 2015 through December 31, 2017.
- Effective January 5, 2015, and following City Council approval, the City agrees to provide a 3 percent Cost of Living Adjustment (COLA), a 2 percent COLA effective the first full pay period in calendar year 2016, and a 2 percent COLA effective the first full pay period in calendar year 2017.
- A one-time bank of 40 hours of cashable leave.
- Notary Public incentive of \$40 per month.
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll.
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out.
- The maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017.

APPROVED: _____
Stephen Schwabauer, City Manager

MAINTENANCE & OPERATORS

- The term of the MOU shall be from January 1, 2015 through December 31, 2017.
- Effective January 5, 2015, and following City Council approval, the City agrees to provide a 3 percent Cost of Living Adjustment (COLA), a 2 percent COLA effective the first full pay period in calendar year 2016, and a 2 percent COLA effective the first full pay period in calendar year 2017.
- A one-time bank of 40 hours of cashable leave.
- Notary Public incentive of \$40 per month.
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll.
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out.
- Add two (2) Surface Water Treatment Operators to eligibility for Applicators incentive.
- The maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for employees those whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017.

In addition, the City and AFSCME agree to reopen discussions regarding the City's contribution to medical premiums in calendar years 2016 and 2017 and for discussions on uniform allowance. The City and the union also agree to work with members of AFSCME and the Public Works department to amend job descriptions to include required certifications for Water and Wastewater positions and to adjust salaries eliminating dual salary tables.

CONFIDENTIAL GENERAL SERVICES EMPLOYEES

Historically, the City Council has treated the confidential (unrepresented) employees in the same manner as their represented counterparts. On April 15, 2015, Council approved a pay package for confidential employees that included Cost of Living Adjustments of 3 percent for calendar year 2015, and 2 percent for calendar years 2016 and 2017. The following provisions of the General Services agreement are extended to those in confidential status:

- A one-time bank of 40 hours of cashable leave.
- Notary Public incentive of \$40 per month.
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll.
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out.
- The maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for employees those whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017.

Lodi's employees agreed to voluntary decreases in total compensation in every year from 2009 through 2012. When the 2012 MOUs expired, Lodi's miscellaneous employees agreed to a permanent reduction in total compensation of seven percent. These voluntary employee reductions allowed the City to survive the Great Recession, stabilize its weak reserve and perform needed capital improvements. During this same period, the cost of living has increased by 11.8 percent (San Francisco-Oakland-San Jose CPI-U).

Most City employees have not seen an increase in base pay since 2007 or 2008 depending upon bargaining unit. The City is now in a position to grant a small increase in base pay as a result of increased revenues and prudent expense management. The base pay increases are structured in such a fashion that they are sustainable over the term of the agreement from current reserves in excess of the Council-approved General Fund reserve target. Funding for the final year of the agreement assumes that revenues and expenditures will match current City projections.

Lodi certainly faces funding challenges ahead and must plan for them. It also faces continued fiscal stress to a work force that contributed significantly to addressing the fiscal impact of the Great Recession. Although the current excess over our reserve target could certainly be invested in other fashions, staff believes that investing in our employees is the most appropriate use of these funds.

Staff recommends that the Council approve the MOUs between the City and AFSCME and extend similar provisions to the confidential employees.

FISCAL IMPACT: Total cost of the proposed agreement is \$2,020,439 of which \$232,674 is applicable to FY 2014/15; \$568,041 is applicable to FY 2015/16; \$777,546 is applicable to FY 2016/17; and \$442,178 is applicable to FY 2017/18. The FY 2014/15 component of this proposal is not included in the 2014/15 budget and will require an appropriation in the General Fund of \$59,209. Funding is available from the General Fund dollars in excess of the 2013/14 reserve target. Funding for these increased costs will be included in each year's budget.

FUNDING AVAILABLE: Funding for this item will be provided by funds in excess of the General Fund reserve target established by Council.

Adele Post, Human Resources Manager

Jordan Ayers, Deputy City Manager

Attachments

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

~~January 1, 2014 – December 31, 2014~~
January 1, 2015 – December 31, 2017

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Attachment A – Salary Schedule effective 01/01/14 January 5, 2015

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

~~1.1 All employees in the bargaining unit shall be issued a one time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro rata share of \$1,150 times the number of people eligible for the \$1,150 payment.~~

~~This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.~~

City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

~~1.2 Each member of this bargaining unit will receive 40 hours of personal leave with a cash-out option. The parties mutually agree that this leave bank is a one-time benefit in lieu of a restoration payment. Leave must be used or cashed-out prior to December 31, 2017. A request to cash out leave must be in writing and submitted to the Finance Division. The provisions in this paragraph sunset on December 31, 2017.~~

1.3~~2~~ For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock

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Vacaville Visalia Woodland

~~1.3 — If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or a one-time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement) applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.~~

ARTICLE II – HOURS

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.
- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
 - b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
 - c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred ~~eightyfour~~ eightyfour (~~184144~~) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

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~~3.4.3.5~~ Employee's may cash out any amount of the compensatory time at the employee's straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.

~~3.5.3.6~~ Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

4.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes:

- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.
- b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

4.3 **REST PERIOD**

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

4.4 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work

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hours, shall be paid overtime compensation only for actual work time up to regular work hours.

- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

- 4.5 The Animal Services Supervisor, and Assistant Animal Services Officer serve on an on call basis on a weekly basis and shall be compensated \$200 per week for weeks they serve on call.

4.6 Call Out Pay:

- A. The employees called out shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 4.6 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 4.6(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement and any additional hours worked as defined in Article 4.6(C) of this Agreement.

ARTICLE V – MEALS

- 5.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a \$25.00 meal allowance, payable through payroll. ~~The cost of the meal not to exceed \$20.00 with a receipt.~~ If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

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- 5.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one (1) meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150. The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Assistant Animal Services Officer
- Code Enforcement Officer
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- Supervising Code/Community Improvement Officer

A. ~~A.~~ The Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant

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clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts and pants) per work day, will be provided to the Field Services Representative and the Field Services Supervisor.

B. City and bargaining unit agree to reopen Section 7.1 to discuss the provision that appears to grant the listed classifications both a city provided uniform and a uniform allowance. Further, City and unit agree to reopen Section 7.1 A. in the event the City and IBEW propose a quartermaster uniform system that incorporates the Field Services classifications.

- 7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.
- 7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 7.5 and 7.6 below.
- 7.4 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for frames and lenses to the City of Lodi for reimbursement.
- 7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:
1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
 2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
 3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.

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1. Where the City would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 7.8 When an employee's personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City's expense.
- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.
 - c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.
 - e. All requests for reimbursement shall be accompanied by receipts.
- 7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.
- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
 - c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00

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Reimbursed to employee \$ 50.00

- d. All requests for reimbursement shall be accompanied by receipts.

ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS

- 8.1 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for the following classifications:

Building Inspector I/II
 Code Enforcement Officer I/II
 Engineering Technician I/II
 Jr. Engineer
 Public Works Inspector I/II
 Sr. Engineering Technician (1) (who do inspection/survey work)
 Supervising Code/Community Improvement Officer
 Records Clerk
Senior Police Administrative Clerk (if assigned to Records division)
Police Records Supervisor
 Animal Services Supervisor
 Assistant Animal Services Officer
 Parking Enforcement Assistant

- 8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 8.2.1 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.
- 8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 8.4 Employees who are required to wear specific boots or shoes per any City of Lodi Policy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.
- 8.5 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.

ARTICLE IX – EDUCATION INCENTIVES

- 9.1 Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training
Land Surveyor in Training
Land Surveyor

9.2 The incentive in this subsection is limited to employees hired prior to March 21, 2012.~~the execution of this MOU.~~

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ARTICLE X – NOTARY PUBLIC INCENTIVE

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10.1 Employees who possess a Notary Public certification and use the Notary Public service as a part of their employment duties with the City will receive a monthly incentive of \$40.00.

ARTICLE XI – BILINGUAL PAY

11.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XII – TUITION REIMBURSEMENT

12.1 Tuition Reimbursement will be provided as stated in the City’s current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XIII – COURT APPEARANCES

~~12.1~~ 13.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.

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~~12.2~~ 13.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

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~~12.3~~ 13.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.

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~~12.4~~ 13.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.

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~~12.5~~ 13.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment

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to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIV – MILEAGE COMPENSATION

~~14.3~~.1 Employees using their personal automobile for City business, with their Department Head’s approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

~~14.3~~.2 Allowance ~~changes~~~~increases~~ shall be effective the first day of the month following the determination of ~~a change~~~~an increase~~ by the IRS.

Chapter 2 - Leaves

ARTICLE XIV – CATASTROPHIC LEAVE

~~14.1~~ 15.1 Catastrophic Leave will be provided as stated in the City’s current policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee’s qualified family members (as identified in the City’s Catastrophic Leave Policy) even if the employee participates in Short Term Disability.

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~~14.2~~ 15.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.

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ARTICLE XVI – BEREAVEMENT LEAVE

~~16.1~~.1 Employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee’s:

- | | | | |
|---------------|-------------|----------------|--------------------|
| spouse | parent | grandparent | grandparent-in-law |
| parent-in-law | child | grandchild | son-in-law |
| sister | stepchild | brother | daughter-in-law |
| half-brother | half-sister | foster parents | |

or a more distant relative who was a member of the employee’s immediate household at the time of death.

~~15.2~~ 16.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

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ARTICLE XVII – HOLIDAYS

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~~16.1~~ 17.1 Members of this Unit shall observe the following nationally observed holidays:

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New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

~~17.2~~~~16.2~~ Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

~~17.3~~~~16.3~~ Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.

~~16.4~~ 17.4 Holiday time may be taken in quarter hour increments.

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ARTICLE XVIII – LEAVE OF ABSENCE

~~18.1~~ 19.1 Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XIX – SICK LEAVE

~~18.1~~ 19.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

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~~18.2~~ 19.2 Sick leave may be accumulated up to an unlimited amount.

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~~18.3~~ 19.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

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ARTICLE XIX – VACATION LEAVE

~~19.1~~ 20.1 Employees shall receive the following vacation benefits:

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Beginning with:

Date of Hire:	3.08 hours per pay period
6 th year	4.62 hours per pay period
12 th year	5.24 hours per pay period
15 th year	6.16 hours per pay period
21 st year	6.47 hours per pay period
22 nd year	6.78 hours per pay period
23 rd year	7.09 hours per pay period
24 th year	7.40 hours per pay period
25 th year & over	7.71 hours per pay period

~~19.2~~ 20.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.

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~~19.3~~ 20.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.

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~~19.4~~ 20.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee’s annual vacation entitlement. Whenever an employee’s unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

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Chapter 3 – Insurance and Retirement

ARTICLE XXI – MEDICAL INSURANCE

~~21.0.1~~ All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee’s family category (Family, Employee+1, ~~Employee only~~Single) for the lowest cost PERS HMO available in Lodi’s geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.

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~~21.0.2~~ If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

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If an employee ~~waives~~~~selects not to be covered by~~ medical insurance through the City of Lodi, ~~an additional:the employee may at their option take the following in cash or deposited into their deferred compensation account:~~

\$692.81 per month for family

\$532.92 per month for employee + 1 dependent

\$305.22 per month for ~~single~~employee only

~~will be added to either the employee's deferred compensation account or cash. In~~ order to qualify for this provision, proof of group insurance must be provided to the City.

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Employees will pay one hundred percent (100%) of the change in medical costs after January 1, 2014. The baseline will be the January 1, 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for Employee only~~single~~, \$1,314.66 for Employee +1, \$1,709.06 for Family).

- 210.3 Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000. Effective January 1, 2016, the annual base salary will increase to \$42,100 and effective January 1, 2017, the annual base salary will increase to \$43,000 for this provision.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for Employee only~~Single~~, \$1,314.66 for Employee +1, \$1,709.06 for Family).

- 210.4 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 210.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

- 21.6 Notwithstanding any other provisions of this Agreement, the parties agree to re-open Article XXI, Section 21.2 entitled: "Medical Insurance" for negotiation, solely limited to determining the amount the City will contribute towards employee health plan premiums during calendar year 2016 and 2017.

ARTICLE XXII – DENTAL INSURANCE

- ~~21.1~~ 22.1 Employees are provided fully paid family dental insurance.

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~~21.2~~ 22.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

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ARTICLE XXIII – VISION INSURANCE

~~23.1~~ 23.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXIV – CHIROPRACTIC

~~24.1~~ 24.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXV – LIFE INSURANCE

~~25.1~~ 25.1 A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

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ARTICLE XXVI – LONG TERM DISABILITY

~~25.1~~ 26.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City’s Policy on Long Term Disability.

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~~25.2~~ 26.2 The maximum length of coverage is three (3) years from date of disability.

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ARTICLE XXVII – WORKERS’ COMPENSATION

~~27.1~~ 27.1 The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers’ Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers’ Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers’ Compensation shall also receive compensation from the City in an amount that when added to the Workers’ Compensation payment shall equal the employees regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee’s sick leave account. The employee’s regular deductions shall be made from the amount paid by the City.

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ARTICLE XXVIII – FLEXIBLE SPENDING ACCOUNT

~~28.1~~ The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or unreimbursable medical payments for unit members.

~~28.2~~ The City intends to propose a Cafeteria based benefit program in 2014 with an ~~effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City’s presentation of a Cafeteria Plan. The City intends to propose a cafeteria-based benefit program that would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City’s presentation of a cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.~~

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The City’s proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. ~~City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City’s proposed plan during the term of this MOU.~~

ARTICLE XXVIII – DEFERRED COMPENSATION

~~29.1~~ The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee’s gross salary.

ARTICLE XXIX – PERS

~~29.1~~ ~~30.1~~ The City agrees to provide the following PERS retirement program and to pay the employer’s cost for employees deemed to be “classic” employees by PERS:

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- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.

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- i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

~~3029.2~~ The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees Pension Reform Act of 2013 (PEPRA):

- a. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- f. Military Service Credit as Public Service.
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- i. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXI – SICK LEAVE CONVERSION

~~30.1~~ **31.1** For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – Conversion

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XX. Any differences created by an increase in premiums must be paid for by the employee.

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In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 –Bank

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies, the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – Cash Out

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

~~30.2~~ 31.2—In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 30.1.

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~~30.3~~ 31.3—Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age 65.

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~~30.4~~ 31.4—Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 30.1 of this Article.

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Option #4 – PERS Credit

~~310.5~~ Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.

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- ~~310~~.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- ~~310~~.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- ~~310~~.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4 – Union / City Issues

ARTICLE XXXII – UNION LEAVE

~~31.1~~ 32.1 Whenever any employee is absent from work as a result of a formal request by AFSCME to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

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~~31.2~~ 32.2 The City agrees to provide storage space to AFSCME for association materials.

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ARTICLE XXXIII – LAYOFF

~~32.1~~ Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXIV – CHANGES IN MEMORANDUM

~~34.1~~ The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXIV – CITY RIGHTS

~~35.1~~ It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.

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- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXVI – EMPLOYEE REPRESENTATION

~~35.1~~ 36.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

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The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

~~35.2~~ 36.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

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AFSCME shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, AFSCME shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

~~35.3~~ 36.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**
Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30

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days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY’S compliance with this Article.

~~35.4~~ 36.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.

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~~35.5~~ 36.5—No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.

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~~35.6~~ 36.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

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ARTICLE XXXVII – GRIEVANCE PROCEDURE

~~36.1~~ 37.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by AFSCME and the City.

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The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

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As used in procedure, the term “PARTY” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

~~36.2~~ 37.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

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- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
- b. Discharge, demotion, suspension, or discipline of an individual employee.
- c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.

~~376.3~~ STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.

~~376.4~~ STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.

~~376.5~~ STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.

~~376.6~~ STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties

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shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.

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- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law. The arbitrator has no power to add to a disciplinary action.

~~36.7~~ 37.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

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~~36.8~~ 37.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

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~~36.9~~ 37.9 Only AFSCME may appeal a grievance to arbitration.

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ARTICLE XXXVIII – MUTUAL CONSENT CONTINGENCY

~~38.1~~ This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXVIII – NO STRIKES

~~39.1~~ The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XLXXIX – PROBATIONARY PERIOD

~~39.1~~ 40.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the

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service of the employee is deemed to be unsatisfactory, the employee shall be notified that he/she has not satisfactorily completed probation.

~~39.2~~ 40.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:

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- a. Vacation Leave – See Article XIX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
- d. Probation shall be extended for the same time as any leaves of absence.

~~39.3~~ 40.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue as before.

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ARTICLE XLI – PROMOTION

~~41.0~~.1 The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XLII - SENIORITY

~~42.1~~.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
- b. On duty with the National Guard.
- c. Is absent due to industrial disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLIII – SHOP STEWARDS

~~43.2~~.1 AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward

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may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

ARTICLE XLIV – STATUS

443.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve (12) month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLV – TERM

454.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

TERM: Covering the period from January 1, 20142015 through December 31, 20142017.

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ATTACHMENT A

SALARY SCHEDULE - GS

Effective January 5¹, 2014 2015

Occupation Title	OCC	Step-A	Step-B	Step-C	Step-D	Step-E
Accounting Clerk	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Code Enforcement Officer	107	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.19
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.80
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.33
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.01
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Meter Reader	267	3188.71	3348.14	3515.55	3691.33	3875.89
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

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OCCUPATION TITLE	OCC	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
ACCOUNT CLERK	2000	2919.51	3065.49	3218.76	3379.70	3548.69
ADMINISTRATIVE CLERK	2700	2643.79	2775.98	2914.79	3060.52	3213.55
ADMINISTRATIVE SECRETARY	2702	3516.70	3692.54	3877.17	4071.02	4274.57
ANIMAL SERVICES SUPERVISOR	2021	3431.00	3602.56	3782.69	3971.81	4170.41
AQUATIC COORDINATOR	2603	3482.54	3656.68	3839.51	4031.48	4233.05
ASSISTANT ANIMAL SERVICES OFFICER	2020	2983.56	3132.74	3289.38	3453.85	3626.54
BUILDING INSPECTOR I	2072	4060.64	4253.68	4466.37	4689.69	4924.17
BUILDING INSPECTOR II	2073	4456.24	4679.05	4913.01	5158.66	5416.60
CODE ENFORCEMENT OFFICER	2022	4244.04	4456.24	4679.05	4913.01	5158.66
CUSTOMER SERVICE REPRESENTATIVE I	2011	2654.11	2786.82	2926.16	3072.46	3226.08
CUSTOMER SERVICE REPRESENTATIVE II	2012	2919.51	3065.49	3218.76	3379.70	3548.69
ENGINEERING AID	2199	3213.60	3374.28	3542.99	3720.14	3906.15
ENGINEERING TECHNICIAN I	2200	4089.64	4294.11	4508.82	4734.26	4970.98
ENGINEERING TECHNICIAN II	2201	4498.60	4723.52	4959.70	5207.68	5468.06
FIELD SERVICES REPRESENTATIVE	2050	3609.29	3789.75	3979.24	4178.21	4387.11
FIELD SERVICES SUPERVISOR	2051	4154.73	4362.47	4580.60	4809.62	5050.10
FINANCE TECHNICIAN	2014	3532.61	3709.25	3894.71	4089.45	4293.92
INFORMATION SYSTEMS SPECIALIST	2400	4012.25	4212.88	4423.79	4644.68	4876.92
JUNIOR ENGINEER	2203	4948.45	5195.88	5455.66	5728.45	6014.87
JUNIOR ENGINEER PLANS EXAMINER	2071	4456.24	4679.05	4913.01	5158.66	5416.60
JUNIOR PLANNER	2208	4038.36	4240.27	4452.29	4674.90	4908.65
LIBRARY ASSISTANT	2500	2775.99	2914.79	3060.53	3213.56	3374.23
NETWORK TECHNICIAN	2401	4811.66	5052.24	5304.85	5570.10	5848.61
PARKING ENFORCEMENT ASSISTANT	2027	3006.54	3156.87	3314.72	3480.45	3654.47
PARKS PROJECT COORDINATOR	2600	4948.45	5195.88	5455.66	5728.45	6014.87
PERMIT TECHNICIAN	2070	3339.93	3506.97	3682.31	3866.44	4059.76
POLICE RECORDS CLERK I	2024	2624.14	2755.34	2893.12	3037.77	3189.66
POLICE RECORDS CLERK II	2023	2886.57	3030.89	3182.43	3341.56	3508.63
POLICE RECORDS CLERK SUPERVISOR	2026	3319.04	3485.00	3659.24	3842.20	4034.31
PROGRAM COORDINATOR	2602	3089.30	3243.76	3405.94	3576.24	3755.06
PW INSPECTOR I	2204	4051.13	4253.68	4466.37	4689.69	4924.17
PW INSPECTOR II	2205	4456.24	4679.05	4913.01	5158.66	5416.60
SENIOR ADMINISTRATIVE CLERK	2701	2908.17	3053.58	3206.27	3366.58	3534.91
SENIOR ENGINEERING TECHNICIAN	2202	4948.45	5195.88	5455.66	5728.45	6014.87
SENIOR LIBRARY ASSISTANT	2505	3053.58	3206.27	3366.58	3534.91	3711.65
SENIOR POLICE ADMINISTRATIVE CLERK	2025	3078.44	3232.38	3393.98	3563.68	3741.87
SUPERVISING CUSTOMER SERVICE REP	2013	3532.61	3709.25	3894.71	4089.45	4293.92
WATER SERVICES TECHNICIAN I	2206	4804.32	5044.54	5296.77	5561.60	5839.68
WATER SERVICES TECHNICIAN II	2207	5284.75	5548.98	5826.43	6117.76	6423.65
WATERSHED PROGRAM COORDINATOR	2209	3089.30	3243.76	3405.94	3576.24	3755.06
YOUTH OUTREACH WORKER	2028	3374.28	3577.81	3792.05	4018.78	4300.87

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A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date: _____

Stephen Schwabauer, City Manager
Date: _____

Linda Tremble, President
Date: _____

Jordan Ayers, Deputy City Manager
Date: _____

Donnie Sanford, Exec. Vice President
Date: _____

Adele Post, HR Manager
Date: _____

Sherry Moroz, Vice President
Date: _____

Approved As To Form:

Travis Kahrs, Treasurer
Date: _____

Janice D. Magdich, City Attorney

Kari Chadwick, GS Representative
Date: _____

Attest:

Clerk

Jennifer M. Ferraiolo~~Robison~~, City

Thomas Gabriel, M&O Representative
Date: _____

Brian Longpre, M&O Representative
Date: _____

Rene Garcia, GS Representative
Date: _____

Terri Lovell, GS Representative
Date: _____

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

~~January 1, 2014 – December 31, 2014~~
January 1, 2015 – December 31, 2017

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Exhibit A – Salary Schedule effective January 5, 2015~~03/21/2012~~

Exhibit B – Salary Schedule Specific Positions effective January 5, 2015~~03/21/2012~~

Exhibit C – Incentive Pay Schedule

Exhibit D – Incentive Pay for Equipment Maintenance Employees

Exhibit E – Certification Pay

Chapter 1 – Salaries and Other Compensation

ARTICLE I – SALARY

~~1.1 All employees in the bargaining unit shall be issued a one-time restoration payment. The base payment will be \$2,300 per AFSCME employee (“Base Payment”) distributed as set forth below. The total distribution shall be calculated as the number of AFSCME employees eligible for the one-time payment on the date of ratification times the \$2,300. Employees hired on or after January 1, 2012 shall receive a \$1,150 one-time payment. Employees hired before January 1, 2012 shall receive \$2,300 plus a pro-rata share of \$1,150 times the number of people eligible for the \$1,150 payment.~~

~~This payment shall be issued within two pay periods after approval of the MOU by resolution by the Lodi City Council.~~

~~City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.~~

~~For calendar year 2016, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2016.~~

~~For calendar year 2017, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2017.~~

~~1.2 Each member of this bargaining unit will receive 40 hours of personal leave with a cash-out option. The parties mutually agree that this leave bank is a one-time benefit in lieu of a restoration payment. Leave must be used or cashed-out prior to December 31, 2017. A request to cash out leave must be in writing and submitted to the Finance Division. The provisions in this paragraph sunset on December 31, 2017.~~

~~1.2~~ 1.3 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

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~~1.3 If any City bargaining unit, bargaining group, executive management as a group, appointees as a group or City Council receives a salary increase or a one-time restoration payment that is greater than the Base Payment of \$2,300.00 received by AFSCME per Article 1.1 of this MOU (excluding step increases or the equivalent), or a higher value medical and/or retirement benefit (except IBEW retirement)~~

~~applicable to all members of the group for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on November 30, 2013 or December 31, 2013, or by resolution adopted by Council, this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.~~

- 1.4 ~~In the event that the modifications to the incentive structure in the 2013 MOU (rolling incentives into the salary for new hires) impede recruitment and retention, the parties agree to meet and confer in good faith to resolve the impediment. City and bargaining unit agree to work together to eliminate two-tier salary structure for classifications and modify job descriptions to incorporate required certifications. Further, City and bargaining unit agree to review and adjust salary for Water Plant Operators and Wastewater Plant Operators taking into account required certifications and incentive pay.~~

~~The City's intent is to have this completed no later than September 30, 2015, and will consider any salary adjustments retro-active to January 5, 2015, subject to City Council approval.~~

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ARTICLE II – HOURS

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.
- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
 - b. Employees assigned to work "Relief Operator" duties shall receive compensation at a rate of 10% above their current base pay. The "Relief Operator" is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.
 - c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
 - d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred eighty-four (184~~44~~) hours of compensatory time may be carried on the books at any time. Employee's may cash out any amount of the compensatory time at the employee's straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes:
 - a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 2.6.1 and 2.6.2; and
 - b. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 4.3 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the

six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

- 4.4 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
- a. On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
 - b. On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

ARTICLE V - MEALS

- 5.1 If the City requires an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a \$25.00 meal allowance, payable through payroll. ~~The cost of the meal not to exceed \$20.00 with a receipt.~~ If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 5.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours,

the City shall provide the employee with meals in accordance with other provisions of this MOU.

- 5.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – SHIFT DIFFERENTIAL

- 7.1 An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 12 Noon to 10 pm. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

ARTICLE VIII – STANDBY PAY – CALL-OUT PAY

- 8.1 **STANDBY:** All employees in the Maintenance and Operators Bargaining Unit shall be eligible for standby pay as noted below:

- A. **Standby Pay:** All employees in the Maintenance and Operators Bargaining Unit, except Waste Water Plant Operators and Water Plant Operators, shall receive compensation of three (3) hours of straight pay when said employees are in standby status.
- B. **Standby Pay:** All Wastewater Plant Operators and Water Plant Operators shall receive compensation at straight time pay when said employees are in standby status, as shown below.

On work days	3 hours
On non-work days	4 hours
On observed holidays	8 hours

- 8.2 **CALL-OUT:** All employees in the Maintenance and Operators Bargaining Unit shall be paid call-out pay as follows:

- A. In addition to the “Standby Duty Pay” (above) the employees on standby shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between 12 midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 8.2 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 8.2(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate over time rate as defined in Article 8.2(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement and pay for any additional hours worked as defined in Article 8.2(C) of this Agreement.

ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE

- 9.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.	Parts Clerk
Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker I/II/III
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Maintenance Worker I & II	Sr. Storekeeper
Park Maintenance Worker I /II/III	W/WWMaintenanceWorker I/II/III
Park Supervisor	W/WW Supervisor
Chief Wastewater Plant Operator	W/WW Plant Operator I/II/III
	Water Plant Operator I/II/III
	Welder-Mechanic

- 9.2 Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I, II, III	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II assigned to White Slough
	Water Plant Operator I/II/III

- 9.3 Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II.
- 9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 9.6 and 9.7 below.
- 9.5 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for the frames and lenses to the City for reimbursement.
- 9.6 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:
1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
 2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
 3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 9.7 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 9.8 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.

- 9.9 Employees who are not required to wear a uniform, whose personal clothing is damaged in the line of duty, may request to have the item replaced or repaired at the City’s expense.
 - A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. The City shall have the sole discretion to approve or deny the request and its denial shall not be grievable.
 - C. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - D. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item for inspection.
 - E. All requests for reimbursement shall be accompanied by receipts.

- 9.10 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing the glasses.
 - A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
 - C. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00
Reimbursed to employee	\$ 50.00

ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS

- 10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.

- 10.2 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for all classifications in this unit.
- 10.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 10.5 Laboratory Technicians shall be eligible to receive the safety shoe/boot allowance to purchase water resistant shoes.

ARTICLE XI - CLASS A LICENSE

- 11.1 Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

ARTICLE XII – EDUCATION INCENTIVES

- 12.1 The City shall make available incentive pay as shown in Exhibit C & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 12.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.
- 12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators and two (2) Surface Water Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two Wastewater or Surface Water Plant Operators, the remaining employee at each plant shall receive \$40.00 per month.
- 12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit D.
- 12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
 - a. Only courses listed in Exhibit D will qualify towards this incentive.
 - b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a

BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.

- c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
- d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to March 21, 2012.

ARTICLE XIII – NOTARY PUBLIC INCENTIVE

13.1 Employees who possess a Notary Public certification and use the Notary Public service as a part of their employment duties with the City will receive a monthly incentive of \$40.00.

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ARTICLE XIV – BILINGUAL PAY

14.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XV – TUITION REIMBURSEMENT

15.1 Tuition Reimbursement will be provided as stated in the City’s current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XVI – COURT APPEARANCES

16.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.

16.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

16.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.

16.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that

employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XVII – MILEAGE COMPENSATION

176.1 Employees using their personal automobile for City business, with their department head’s approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance changes shall be effective the first day of the month following the determination of ~~a changean increase~~ by the IRS.

Chapter 2 - Leaves

ARTICLE XVIII – CATASTROPHIC LEAVE

187.1 Catastrophic Leave will be provided as stated in the City’s current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee’s qualified family members (as identified in the City’s Catastrophic Leave Policy) even if the employee participates in Short Term Disability.

187.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

ARTICLE XIXVIII – BEREAVEMENT LEAVE

198.1 Regular employees shall be granted 3 days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to an employee’s:

spouse	parent	Grandparent
grandparent-in-law	parent-in-law	Child
grandchild	son-in-law	daughter-in-law
stepchild	foster parents	Brother
half-brother	half-sister	Sister

or a more distant relative who was a member of the employee’s immediate household at the time of death.

~~198.2~~ A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

ARTICLE XIX – HOLIDAYS

~~2019.1~~ Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

~~2019.2~~ Holiday time may be taken in quarter hour increments.

ARTICLE XXI – LEAVES OF ABSENCE

~~210.1~~ Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

ARTICLE XXII – SICK LEAVE

~~221.1~~ Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

~~221.2~~ Sick leave may be accumulated up to an unlimited amount.

- 224.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

ARTICLE XXIII – VACATION LEAVE

- 232.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

- 232.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive first choice in any scheduling period.

- 232.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 232.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

Chapter 3 - Insurance and Retirement

ARTICLE XXIVH – MEDICAL INSURANCE

~~23.1~~ 24.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, ~~Employee only~~Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.

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~~23.2~~ 24.2 If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee ~~elects not to be covered by~~waives medical insurance through the City of Lodi, ~~an additional~~the employee may at their option take the following in cash or deposited into their deferred compensation account:

\$692.81 per month for family

\$532.92 per month for employee + 1 dependent

\$305.22 per month for ~~single~~employee only

~~will be added to either the employee's deferred compensation account or cash.~~ In order to qualify for this provision, proof of group insurance must be provided to the City.

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~~243.3~~ Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2014. The baseline will be the January 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for ~~Single~~Employee only, \$1,314.66 for Employee +1, \$1,709.06 for Family.)

Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000. Effective January 1, 2016, the annual base salary will increase to \$42,100 and effective January 1, 2017, the annual base salary will increase to \$43,000 for this provision.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for single, \$1,314.66 for Employee + 1 and ~~\$~~\$1,709.06 for Family).

~~243.4~~ Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.

~~243.5~~ The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and

any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

24.6 Notwithstanding any other provisions of this Agreement, the parties agree to re-open Article XXIII, Section 23.2 entitled: “Medical Insurance” for negotiation, solely limited to determining the amount the City will contribute towards employee health plan premiums during calendar year 2016 and 2017.

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ARTICLE XXIV – DENTAL INSURANCE

254.1 Employees are provided fully paid family dental insurance.

254.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXVI – VISION INSURANCE

265.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXVII – CHIROPRACTIC INSURANCE

276.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXVIII – LIFE INSURANCE

287.1 The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

ARTICLE XXVIII – LONG TERM DISABILITY

298.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

298.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXIX – WORKER'S COMPENSATION

3029.1 The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee

who becomes eligible for benefits under Worker's Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers' Compensation shall also receive compensation from the City in such an amount that when added to the Workers' Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XXXI – FLEXIBLE SPENDING ACCOUNT

~~310.1~~ The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

~~310.2~~ ~~The City intends to propose a Cafeteria-based benefit program in 2014 with an effective date of January 1, 2015. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan. The City intends to propose a cafeteria-based benefit program that would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.~~

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The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members. ~~City shall present its plan to AFSCME by August 1, 2014. AFSCME is not bound to accept City's proposed plan during the term of this MOU.~~

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ARTICLE XXXII – DEFERRED COMPENSATION PLAN

~~321.1~~ The City and AFSCME agree to the implementation of the following program effective July 1, 1977.

~~321.2~~ The City shall match contributions by General Service employees to a deferred compensation program up to a maximum 3.0% of the employee's gross salary.

ARTICLE XXXIII – PERS

~~332.1~~ The City agrees to provide the following PERS retirement program and to pay the employers cost for employees deemed to be "classic" employees by PERS:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:

- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.
- i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.

~~332.2~~ 332.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employee Pension Reform Act of 2013 (PEPRA):

- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
- B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
- C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
- D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
- E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
- F. Military Service Credit as Public Service.
- G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- H. 50% survivor continuation in the event of death after retirement.
- I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXIVH – SICK LEAVE CONVERSION

343.1 For all unused sick leave balance, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – CONVERSION

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXIII. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 – BANK

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – CASH OUT

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- | 343.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 33.1.
- | 343.3 Employees selecting option #1 or #2, who retire on a service retirement, shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.
- | 343.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 33.1 of this Article.

Option#4 – PERS CREDIT

- | 343.5 Per California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- | 343.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- | 343.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- | 343.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4. Union/City Issues

ARTICLE XXXIV – UNION LEAVE

- | 354.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- | 354.2 The City agrees to provide storage space to AFSCME for union materials.

ARTICLE XXXVI – DEMOTION AND LAYOFF

- 365.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services or Public Works Department will be “Y” rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.
- 365.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXVII – CHANGES IN MEMORANDUM

- 376.1 The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

ARTICLE XXXVIII – CITY RIGHTS

- 387.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:
- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
 - Determine the procedure and standards of selection for employment; to direct its employees.
 - Maintain the efficiency of governmental operations.
 - Determine the methods, means and personnel by which government operations are to be conducted.
 - Take all necessary actions to carry out its mission in emergencies.
 - Exercise complete control and discretion in the technology of performing its work.
 - City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXIXVIII – EMPLOYEE REPRESENTATION

398.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

398.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

398.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.
- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United

Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.

- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
 - Union Membership Dues
 - Agency Shop Fees
 - AFSCME Voluntary Political Action Check Off (PEOPLE)
 - Fair Share donations to the United Way Campaign
 - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 398.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 398.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 398.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXIX – GRIEVANCE PROCEDURE

- ~~4039~~.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME and the City.
The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- ~~4039~~.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
 - b. Discharge, demotion, suspension or discipline of an individual employee.

- c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.

4039.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.

4039.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.

4039.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.

4039.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and AFSCME shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The

arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

4039.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

4039.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.

4039.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

4039.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XLI – MUTUAL CONSENT CONTINGENCY

410.1 This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XLII – NO STRIKES

421.1 The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XLIII – PROBATIONARY PERIOD

432.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

432.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

~~432~~.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XLIV – PROMOTION

~~443~~.1 The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

ARTICLE XLV – SENIORITY

~~454~~.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b. on duty with the National Guard,
- c. is absent due to industrial injury,
- d. on leave of absence, or
- e. absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLVI – SHOP STEWARDS

~~465~~.1 The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XLVII – STATUS

- 476.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.
- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).
 - b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
 - c. A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLVIII – TERM

- 487.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, ~~2015~~2014 to December 31, ~~2017~~2014.

CLASSIFICATION PLAN**EXHIBIT A****Maintenance & Operators****Employees hired before 3/21/12****Effective January 5, 2015**

OCCUPATION TITLE	JOB CODE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
BUILDING SERVICES SUPERVISOR	4701	4163.40	4371.57	4590.14	4819.66	5060.65
CHIEF WASTEWATER PLANT OPERATOR	4150	5159.74	5417.73	5688.62	5973.04	6271.70
ENVIRONMENTAL COMPLIANCE INSPECTOR	4160	4272.65	4486.28	4710.59	4946.12	5193.43
EQUIPMENT SERVICE WORKER	4000	3130.63	3287.16	3451.52	3624.10	3805.30
FACILITIES SUPERVISOR	4050	4352.95	4570.59	4799.12	5039.08	5291.03
FLEET SERVICES SUPERVISOR	4040	4752.45	4990.07	5239.58	5501.56	5776.63
HEAVY EQUIPMENT MECHANIC	4020	3757.15	3945.01	4142.26	4349.37	4566.85
LABORATORY SUPERVISOR	4075	5159.74	5417.73	5688.62	5973.05	6271.70
LABORATORY TECHNICIAN I	4070	3403.24	3573.41	3752.08	3939.69	4136.67
LABORATORY TECHNICIAN II	4071	3743.28	3930.44	4126.96	4333.31	4549.97
LEAD EQUIPMENT MECHANIC	4010	4132.87	4339.51	4556.48	4784.31	5023.53
MAINTENANCE WORKER I	4080	2979.90	3128.98	3285.37	3449.62	3622.26
MAINTENANCE WORKER II	4081	3277.35	3441.22	3613.28	3793.94	3983.64
PARK MAINTENANCE WORKER I	4710	2838.19	2980.10	3129.10	3285.56	3449.83
PARK MAINTENANCE WORKER II	4711	3121.71	3277.79	3441.68	3613.77	3794.46
PARK MAINTENANCE WORKER III	4712	3433.98	3607.54	3785.96	3975.26	4174.02
PARK SUPERVISOR	4740	4352.95	4570.59	4799.12	5039.08	5291.03
PARTS CLERK	4030	2981.93	3131.03	3287.58	3451.96	3624.56
PLANT & EQUIPMENT MECHANIC	4130	3884.15	4078.29	4282.09	4496.13	4720.94
SENIOR FACILITIES MAINTENANCE WORKER	4060	3784.91	3974.15	4172.86	4381.51	4600.59
SENIOR STOREKEEPER	4140	3528.84	3705.28	3890.55	4085.07	4289.33
STREET MAINTENANCE WORKER I	4090	3056.31	3209.12	3369.58	3538.06	3714.96
STREET MAINTENANCE WORKER II	4092	3353.62	3521.29	3697.36	3882.22	4076.34
STREET MAINTENANCE WORKER III	4100	3605.48	3785.76	3975.04	4173.80	4382.49
STREET SUPERVISOR	4110	4570.05	4798.55	5038.48	5290.40	5554.92
TRAFFIC SIGN WORKER	4120	3121.71	3277.79	3441.68	3613.77	3794.46
WASTEWATER PLANT OPERATOR I	4170	3706.50	3891.82	4086.41	4290.73	4505.27
WASTEWATER PLANT OPERATOR II	4172	4077.26	4281.12	4495.18	4719.93	4955.93
WASTEWATER PLANT OPERATOR III	4173	4484.99	4709.23	4944.69	5191.93	5451.52
WATER PLANT OPERATOR II	4200	4077.26	4281.12	4495.18	4719.93	4955.93
WATER PLANT OPERATOR III	4201	4484.99	4709.23	4944.69	5191.93	5451.52
WATER/WASTEWATER MANT WORKER I	4210	3082.02	3236.12	3397.93	3567.82	3746.21
WATER/WASTEWATER MANT WORKER II	4211	3419.16	3590.12	3769.63	3958.11	4156.01
WATER/WASTEWATER MANT WORKER III	4212	3605.48	3785.74	3975.05	4173.80	4382.49
WATER/WASTEWATER SUPERVISOR	4180	4913.96	5159.81	5417.57	5688.62	5973.10
WELDER-MECHANIC	4220	3757.06	3945.05	4142.33	4349.43	4566.89

Occupation Title	OCC	Step-A	Step-B	Step-C	Step-D	Step-E
Building Services Coordinator	85	3674.67	3858.40	4051.32	4253.89	4466.59
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water Plant Operator II	364	3958.50	4156.43	4364.25	4582.46	4811.58
Water Plant Operator III	365	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder – Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

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CLASSIFICATION PLAN
Maintenance & Operators
Employees hired after 3/21/12
Effective January 5, 2015

EXHIBIT B

OCCUPATION TITLE	JOB CODE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
<u>ENVIRONMENTAL COMPLIANCE INSPECTOR (A)</u>	<u>4161</u>	<u>4306.54</u>	<u>4521.87</u>	<u>4747.96</u>	<u>4985.35</u>	<u>5234.63</u>
<u>EQUIPMENT SERVICE WORKER (A)</u>	<u>4001</u>	<u>3173.00</u>	<u>3331.65</u>	<u>3498.23</u>	<u>3673.15</u>	<u>3856.80</u>
<u>HEAVY EQUIPMENT MECHANIC (A)</u>	<u>4021</u>	<u>3926.63</u>	<u>4122.97</u>	<u>4329.11</u>	<u>4545.57</u>	<u>4772.85</u>
<u>LEAD EQUIPMENT MECHANIC (A)</u>	<u>4011</u>	<u>4302.34</u>	<u>4517.46</u>	<u>4743.34</u>	<u>4980.50</u>	<u>5229.53</u>
<u>PLANT & EQUIPMENT MECHANIC (A)</u>	<u>4131</u>	<u>4217.24</u>	<u>4428.10</u>	<u>4649.51</u>	<u>4881.98</u>	<u>5126.08</u>
<u>STREET MAINTENANCE WORKER III (A)</u>	<u>4101</u>	<u>3715.64</u>	<u>3901.42</u>	<u>4096.50</u>	<u>4301.32</u>	<u>4516.39</u>
<u>STREET SUPERVISOR (A)</u>	<u>4111</u>	<u>4714.10</u>	<u>4949.81</u>	<u>5197.30</u>	<u>5457.17</u>	<u>5730.02</u>
<u>WATER/WASTEWATER MANT WORKER III (A)</u>	<u>4213</u>	<u>3859.85</u>	<u>4052.85</u>	<u>4255.50</u>	<u>4468.26</u>	<u>4691.68</u>
<u>WATER/WASTEWATER SUPERVISOR (A)</u>	<u>4181</u>	<u>5322.50</u>	<u>5588.63</u>	<u>5868.05</u>	<u>6161.46</u>	<u>6469.53</u>

Occupation Title	OCC	Step-A	Step-B	Step-C	Step-D	Step-E
Environmental Compliance Inspector	425A	4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker	166A	3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic	264A	3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic	266A	4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic	430A	4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I	256A	2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II	257A	3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III	258A	3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor	381A	4576.80	4805.64	5045.92	5298.22	5563.13
Water/Wastewater Maintenance Worker I	443A	2992.25	3141.86	3298.96	3463.90	3637.10
Water/Wastewater Maintenance Worker II	444A	3319.57	3485.55	3659.83	3842.82	4034.96
Water/Wastewater Maintenance Worker III	431A	3747.43	3934.81	4131.55	4338.12	4555.03
Water/Wastewater Supervisor	429A	5167.48	5425.85	5697.14	5982.00	6281.10

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EXHIBIT CINCENTIVE PAY SCHEDULE

- Industrial Waste Inspector Certification

Minimum Grade Level
to Earn Incentive

	(CWEA-4 Grade Levels)	
	• Laboratory Technician I & II	I
	• Water/ Wastewater Supervisor	I
	• Chief Wastewater Plant Operator	I
	• Laboratory Services Supervisor	III
	• Environmental Compliance Inspector	III
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laboratory Technician I	I
	• Laboratory Technician II	II
	• Wastewater Plant Operator I & II	I
	• Environmental Compliance Inspector	II
	• Chief Wastewater Plant Operator	II
	• Laboratory Services Supervisor	III
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Plant and Equipment Mechanic	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Maintenance Worker I, II, III	II
	• Chief Wastewater Plant Operator	II
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	II
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
	• Maintenance Worker III (Streets or Water/ Wastewater)	II
	• Plant and Equipment Mechanic	II
	• Sr. Plant and Equipment Mechanic	II
	• Street Supervisor, Water/ Wastewater Supervisor	III
5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Wastewater Plant Operator I	II
	• Wastewater Plant Operator II	III

- | | | |
|----|--|--|
| | • Chief Wastewater Plant Operator | IV |
| 6. | <u>Water Distribution Operator Certification</u>
(State of California – 5 Grade Levels) | Minimum Grade Level
to Earn Incentive |
| | • Laborer (Water/ Wastewater) | I |
| | • Maintenance Worker I, II, III
(Water/Wastewater) | II |
| | • Laboratory Services Supervisor | II |
| | • Environmental Compliance Inspector | II |
| | • Plant and Equipment Mechanic | III |
| | • Sr. Plant & Equipment Mechanic | III |
| | • Water/ Wastewater Supervisor | III |
| 7. | <u>Water Treatment Plant Opr. Certification</u>
(State of California – 5 Grade Levels) | Minimum Grade Level
to Earn Incentive |
| | • Laborer, Maintenance Worker I, II
(Water/ Wastewater) | I |
| | • Maintenance Worker III
(Water/ Wastewater) | II |
| | • Laboratory Services Supervisor | II |
| | • Environmental Compliance Inspector | II |
| | • Plant and Equipment Mechanic | III |
| | • Sr. Plant and Equipment Mechanic | III |
| | • Water/ Wastewater Supervisor | III |
| 8. | <u>Qualified Applicators Certificate</u>
(State of California) | |
| | • Street Supervisor | |
| | • Parks Maintenance Worker III | |
| | • Parks Supervisor | |
| | • Streets Maintenance Worker I, II, III & Laborer | |
| | • <u>Wastewater Plant Operator I</u> | |
| | • <u>Water Plant Operator III</u> | |
| | • Senior Facilities Maintenance Worker | |
| 9. | <u>Pest Control Advisor License</u>
(State of California) | |
| | • Street Supervisor | |
| | • Parks Supervisor | |

- Laborer
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article XII, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT D

INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES

Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR) (certificate must be current, valid, unlimited) \$50.00

Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Brake Adjustment License issued by BAR \$25.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Lamp Adjustment License issued by BAR \$12.50

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Aluminum Welding Proficiency Certificate \$12.50
(From a State certified welding instructor approved by the City)

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Automotive Service Excellence Technician Certifications \$25.00/\$50.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive
(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems

- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- F-1 Light Vehicle Compressed Natural Gas

- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC

- P-1 Med/Hvy Truck Dealership Parts
- P-2 Automobile Parts
- P-3 Truck Aftermarket Brake Parts
- P-4 General Motors Parts Consultant
- P-9 Truck Aftermarket Suspension and Steering Parts

- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

EXHIBIT E

Exhibit E



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

MEETING DATE: July 18, 2007

PREPARED BY: Deputy City Manager

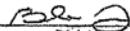
RECOMMENDED ACTION: Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

BACKGROUND INFORMATION: Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUS to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

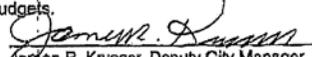
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay.

APPROVED: 
Blair King, City Manager

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive and additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

FISCAL IMPACT: The additional annual expenditure for both of the amendments to the MOUS totals approximately \$50,000 per year.

FUNDING AVAILABLE: The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.


James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU
Attachment B- Amendment to Maintenance & Operators MOU

RESOLUTION NO. 2007-134

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT TO MEMORANDUMS OF UNDERSTANDING WITH THE MAINTENANCE AND OPERATORS AND GENERAL SERVICES BARGAINING UNITS OF THE ASSOCIATION OF LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION OPERATORS I AND II

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Hitchcock
- ABSTAIN: COUNCIL MEMBERS – None


SANDRA JOHL
City Clerk

2007-134

Side letter to the Current Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or T1*	2%
Environmental Compliance Inspector	D1 or T1*	2%

*Per regulation may posses either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV – Education Incentive of the MOU except as follows:

- Personnel listed above who are required to obtain a D1 (or T1* certificate), who obtain a D2 (or T2*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,
COUNCIL, 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President



AGREED TO BY THE
CITY OF LODI

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director



Side letter to the Current General Services MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (General Services).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Public Works Inspector II	D1	2%
Public Works Inspector I	D1	2%
Senior Engineering Technician*	D2 and T1	4%

* Applies to one incumbent in this classification (Kevin Gaither) who currently has these certifications, but are not required for this classification.

Any current employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

The City will continue to pay for the training to obtain the certificate for current and future employees.

Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the Certificate letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME, COUNCIL 57

Felix Mario Huerta Jr.,

Mark Ruggiero, Chapter President

AGREED TO BY THE CITY OF LODI,

James R. Krueger, Deputy, City Manager

Richard Prima, Public Works Director

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date:_____

Stephen Schwabauer, City Manager
Date:_____

Linda Tremble, President
Date:_____

Jordan Ayers, Deputy City Manager
Date:_____

Donnie Sanford, Exec.Vice President
Date:_____

Adele Post, HR Manager
Date:_____

Sherry Moroz, Vice President
Date:_____

Approved As To Form:

Travis Kahrs, Treasurer
Date:_____

Janice D. Magdich, City Attorney

Kari Chadwick, GS Representative
Date:_____

Attest:

Thomas Gabriel, M&O Representative
Date:_____

Jennifer M. Ferraiolo, City Clerk

Brian Longpre, M&O Representative
Date:_____

Rene Garcia, GS Representative
Date:_____

Terri Lovell, GS Representative
Date:_____

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers, Deputy City Manager 5. DATE: 6/17/15
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120	12000000	50001	Library Transfer In	\$ 4,600.00
	200	20000000	50001	PRCS Transfer In	\$ 17,566.00
	100		32205	Unreserved Fund Balance	\$ 59,209.00
B. USE OF FINANCING	100	10020202	71001	Finance	\$ 3,674.00
	100	10020203	71001	Finance	\$ 9,266.00
	100	10020400	71001	Information Systems	\$ 3,610.00
	100	10031002	71001	Animal Services	\$ 2,485.00
	100	10031004	71001	Police	\$ 7,115.00
	100	10040001	71001	Fire	\$ 774.00
	100	10050001	71001	Public Works Admin	\$ 789.00
	100	10050500	71001	Public Works Engineering	\$ 7,163.00
	100	10051000	71001	Public Works Facilities	\$ 2,167.00
	120	12090000	71001	Library	\$ 4,600.00
	200	20070001	71001	PRCS Admin	\$ 914.00
	200	20071001	71001	Community Center Admin	\$ 774.00
	200	20071402	71001	PRCS	\$ 1,108.00
	200	20072100	71001	PRCS Planning	\$ 1,318.00
	200	20072202	71001	Parks Maintenance	\$ 3,517.00
	200	20072203	71001	Sports Facilities Maintenance	\$ 5,040.00
	200	20072204	71001	Lodi Lake Maintenance	\$ 1,623.00
	200	20072300	71001	Equipment Maintenance	\$ 1,000.00
	200	20073001	71001	Recreation Admin	\$ 1,469.00
	200	20073600	71001	Lodi Lake Programs	\$ 803.00
100	10095000	76220	General Fund Transfer Out	\$ 22,166.00	

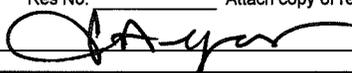
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for AFSCME

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 6/17/15 Res No: _____ Attach copy of resolution to this form.

Department Head Signature:  _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
MEMORANDUM OF UNDERSTANDING WITH AFSCME GENERAL
SERVICES UNIT EFFECTIVE JANUARY 1, 2015 THROUGH
DECEMBER 31, 2017 AND FURTHER APPROPRIATING FUNDS

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to the Memorandum of Understanding with AFSCME General Services Unit as follows as a partial restoration of prior concessions:

- 3% increase to base salary, effective the first full pay period in 2015; 2% increase to base salary, effective the first full pay period in 2016; and 2% increase to base salary, effective the first full pay period in 2017;
- A one-time bank of 40 hours of cashable leave;
- Notary Public incentive of \$40 per month;
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll;
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out;
- The maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017;
- The City agrees to re-open discussions with AFSCME regarding the City's contribution to medical premiums in calendar years 2016 and 2017, and to discuss uniform allowance.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of Lodi and AFSCME General Services Unit, effective January 1, 2015 through December 31, 2017; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Adjustment Request Form.

Date: June 17, 2015

I hereby certify that Resolution No. 2015-__ was passed and adopted by the Lodi City Council in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

2015-_____

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2015 – December 31, 2017

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Attachment A – Salary Schedule effective January 5, 2015

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

1.1 City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

1.2 Each member of this bargaining unit will receive 40 hours of personal leave with a cash-out option. The parties mutually agree that this leave bank is a one-time benefit in lieu of a restoration payment. Leave must be used or cashed-out prior to December 31, 2017. A request to cash out leave must be in writing and submitted to the Finance Division. The provisions in this paragraph sunset on December 31, 2017.

1.3 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

ARTICLE II – HOURS

2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
- c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred eighty-four (184) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Employee's may cash out any amount of the compensatory time at the employee's straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.
- 3.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes:
 - a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 2.1 and 2.2.
 - b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.

2015 - 2017

4.3 REST PERIOD

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

4.4 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

4.5 The Animal Services Supervisor, and Assistant Animal Services Officer serve on an on call basis on a weekly basis and shall be compensated \$200 per week for weeks they serve on call.

4.6 Call Out Pay:

- A. The employees called out shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 4.6 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 4.6(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement.

2015 - 2017

Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 4.6(A) of this Agreement and any additional hours worked as defined in Article 4.6(C) of this Agreement.

ARTICLE V – MEALS

- 5.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a \$25.00 meal allowance, payable through payroll. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 5.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one (1) meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150. The uniform allowance shall be paid quarterly as part

2015 - 2017

of the last bi-weekly payroll in the months of March, June, September, and December.

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Assistant Animal Services Officer
- Code Enforcement Officer
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- Supervising Code/Community Improvement Officer

- A. The Field Services Representative and the Field Services Supervisor shall be provided with uniforms that meet the requirements for flame retardant clothing. Uniforms provided by the City shall include a jacket, pants, and shirts, and appropriate rain gear. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts and pants) per work day, will be provided to the Field Services Representative and the Field Services Supervisor.
- B. City and bargaining unit agree to reopen Section 7.1 to discuss the provision that appears to grant the listed classifications both a city provided uniform and a uniform allowance. Further, City and unit agree to reopen Section 7.1 A. in the event the City and IBEW propose a quartermaster uniform system that incorporates the Field Services classifications.

7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

7.3 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 7.5 and 7.6 below.

7.4 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for frames and lenses to the City of Lodi for reimbursement.

7.5 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.

2015 - 2017

2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
 3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.
 4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 7.6 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the City would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 7.7 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 7.8 When an employee's personal clothing is damaged in the line of duty, the employee may request to have the item replaced or repaired at the City's expense.
- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - b. The City shall have the sole discretion to approve or deny the request, and its denial shall not be grievable.
 - c. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - d. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item to the City for inspection.
 - e. All requests for reimbursement shall be accompanied by receipts.
- 7.9 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing glasses.

2015 - 2017

- a. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
- b. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.
- c. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00
Reimbursed to employee	\$ 50.00

- d. All requests for reimbursement shall be accompanied by receipts.

ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS

- 8.1 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for the following classifications:

Building Inspector I/II
 Code Enforcement Officer I/II
 Engineering Technician I/II
 Jr. Engineer
 Public Works Inspector I/II
 Sr. Engineering Technician (1) (who do inspection/survey work)
 Supervising Code/Community Improvement Officer
 Records Clerk
 Senior Police Administrative Clerk (if assigned to Records division)
 Police Records Supervisor
 Animal Services Supervisor
 Assistant Animal Services Officer
 Parking Enforcement Assistant

- 8.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 8.3 Employees who are assigned to a Lodi Police Department job site, or are supervised by Lodi Police Department personnel, and who are required to wear a uniform, shall be entitled to the safety shoe/boot allowance that meet the Lodi Police Department Policy and Procedure Section 210.1C mandate. This includes appropriate foot wear for Class B and Class A uniforms.

2015 - 2017

- 8.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 8.5 Employees who are required to wear specific boots or shoes per any City of Lodi Policy and Procedures mandate, must wear the appropriate footwear when performing the duties/tasks of the assigned classification.
- 8.6 Employees performing duties/tasks without the prescribed appropriate footwear may be required to vacate the job site until such time as they can return wearing the required footwear for the classification/duties/tasks. Time spent away from the job site for this purpose shall not be paid City of Lodi time.

ARTICLE IX – EDUCATION INCENTIVES

- 9.1 Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training
Land Surveyor in Training
Land Surveyor

- 9.2 The incentive in this subsection is limited to employees hired prior to March 21, 2012.

ARTICLE X – NOTARY PUBLIC INCENTIVE

- 10.1 Employees who possess a Notary Public certification and use the Notary Public service as a part of their employment duties with the City will receive a monthly incentive of \$40.00.

ARTICLE XI – BILINGUAL PAY

- 11.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XII – TUITION REIMBURSEMENT

- 12.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XIII – COURT APPEARANCES

- 13.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 13.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

2015 - 2017

- 13.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 13.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.
- 13.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIV – MILEAGE COMPENSATION

- 14.1 Employees using their personal automobile for City business, with their Department Head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.
- 14.2 Allowance changes shall be effective the first day of the month following the determination of a change by the IRS.

Chapter 2 - Leaves

ARTICLE XV – CATASTROPHIC LEAVE

- 15.1 Catastrophic Leave will be provided as stated in the City's current policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 15.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.

ARTICLE XVI – BEREAVEMENT LEAVE

- 16.1 Employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee's:

2015 - 2017

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 16.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

ARTICLE XVII – HOLIDAYS

- 17.1 Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 17.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 17.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.

17.4 Holiday time may be taken in quarter hour increments.

ARTICLE XVIII – LEAVE OF ABSENCE

18.1 Leave of Absence will be provided as stated in the City’s Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XIV – SICK LEAVE

19.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

19.2 Sick leave may be accumulated up to an unlimited amount.

19.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

ARTICLE XX – VACATION LEAVE

20.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6 th year	4.62 hours per pay period
12 th year	5.24 hours per pay period
15 th year	6.16 hours per pay period
21 st year	6.47 hours per pay period
22 nd year	6.78 hours per pay period
23 rd year	7.09 hours per pay period
24 th year	7.40 hours per pay period
25 th year & over	7.71 hours per pay period

20.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.

20.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.

20.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee’s annual vacation entitlement. Whenever an employee’s unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Chapter 3 – Insurance and Retirement

ARTICLE XXI – MEDICAL INSURANCE

21.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Employee only) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.

21.2 If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account:

\$692.81 per month for family

\$532.92 per month for employee + 1 dependent

\$305.22 per month for employee only

In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs after January 1, 2014. The baseline will be the January 1, 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for Employee only, \$1,314.66 for Employee +1, \$1,709.06 for Family).

21.3 Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000. Effective January 1, 2016, the annual base salary will increase to \$42,100 and effective January 1, 2017, the annual base salary will increase to \$43,000 for this provision.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for Employee only, \$1,314.66 for Employee +1, \$1,709.06 for Family).

21.4 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.

21.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the

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performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

- 21.6 Notwithstanding any other provisions of this Agreement, the parties agree to re-open Article XXI, Section 21.2 entitled: “Medical Insurance” for negotiation, solely limited to determining the amount the City will contribute towards employee health plan premiums during calendar year 2016 and 2017.

ARTICLE XXII – DENTAL INSURANCE

- 22.1 Employees are provided fully paid family dental insurance.
- 22.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXIII – VISION INSURANCE

- 23.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXIV – CHIROPRACTIC

- 24.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXV – LIFE INSURANCE

- 25.1 A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

ARTICLE XXVI – LONG TERM DISABILITY

- 26.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City’s Policy on Long Term Disability.
- 26.2 The maximum length of coverage is three (3) years from date of disability.

ARTICLE XXVII – WORKERS’ COMPENSATION

- 27.1 The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his

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or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

ARTICLE XXVIII – FLEXIBLE SPENDING ACCOUNT

28.1 The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

28.2 The City intends to propose a cafeteria-based benefit program that would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members

ARTICLE XXIX – DEFERRED COMPENSATION

29.1 The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary.

ARTICLE XXX – PERS

30.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be “classic” employees by PERS:

- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).

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- f. Military Service Credit as Public Service (Section 21024).
 - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - h. 50% survivor continuation in the event of death after retirement.
 - i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.
- 30.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employees' Pension Reform Act of 2013 (PEPRA):
- a. PERS "2% at 62" full formula retirement benefits plus the following additional options:
 - b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
 - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
 - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
 - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
 - f. Military Service Credit as Public Service.
 - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - h. 50% survivor continuation in the event of death after retirement.
 - i. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXI – SICK LEAVE CONVERSION

- 31.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – Conversion

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

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The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XX. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 –Bank

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies, the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – Cash Out

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 31.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 30.1.
- 31.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age 65.
- 31.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 30.1 of this Article.

Option #4 – PERS Credit

- 31.5 Per the California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.

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- 31.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- 31.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- 31.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4 – Union / City Issues

ARTICLE XXXII – UNION LEAVE

- 32.1 Whenever any employee is absent from work as a result of a formal request by AFSCME to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 32.2 The City agrees to provide storage space to AFSCME for association materials.

ARTICLE XXXIII – LAYOFF

- 33.1 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXIV – CHANGES IN MEMORANDUM

- 34.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXV – CITY RIGHTS

- 35.1 It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:
- Determine the mission of its constituent departments, commissions and boards.
 - Set standards of service.
 - Determine the procedures and standards of selection for employment.
 - Direct its employees.

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- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXVI – EMPLOYEE REPRESENTATION

36.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

36.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

AFSCME shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, AFSCME shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

36.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30

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days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

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Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 36.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 36.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 36.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXVII – GRIEVANCE PROCEDURE

- 37.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 37.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
 - b. Discharge, demotion, suspension, or discipline of an individual employee.
 - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 37.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 37.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 37.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.
- 37.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties

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shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.

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- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law. The arbitrator has no power to add to a disciplinary action.

- 37.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 37.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.
- 37.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVIII – MUTUAL CONSENT CONTINGENCY

- 38.1 This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXIX – NO STRIKES

- 39.1 The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XL – PROBATIONARY PERIOD

- 40.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the

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service of the employee is deemed to be unsatisfactory, the employee shall be notified that he/she has not satisfactorily completed probation.

- 40.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:
- a. Vacation Leave – See Article XIX for vacation schedule.
 - b. The use of the Grievance Procedure to grieve termination.
 - c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
 - d. Probation shall be extended for the same time as any leaves of absence.
- 40.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XLI – PROMOTION

- 41.1 The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XLII - SENIORITY

- 42.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:
- a. Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
 - b. On duty with the National Guard.
 - c. Is absent due to industrial disability.
 - d. On leave of absence.
 - e. Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLIII – SHOP STEWARDS

- 43.1 AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward

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may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

ARTICLE XLIV – STATUS

44.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve (12) month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLV – TERM

45.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

TERM: Covering the period from January 1, 2015 through December 31, 2017.

2015 - 2017

ATTACHMENT A**SALARY SCHEDULE – GENERAL SERVICES**

Effective January 5, 2015

OCCUPATION TITLE	OCC	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
ACCOUNT CLERK	2000	2919.51	3065.49	3218.76	3379.70	3548.69
ADMINISTRATIVE CLERK	2700	2643.79	2775.98	2914.79	3060.52	3213.55
ADMINISTRATIVE SECRETARY	2702	3516.70	3692.54	3877.17	4071.02	4274.57
ANIMAL SERVICES SUPERVISOR	2021	3431.00	3602.56	3782.69	3971.81	4170.41
AQUATIC COORDINATOR	2603	3482.54	3656.68	3839.51	4031.48	4233.05
ASSISTANT ANIMAL SERVICES OFFICER	2020	2983.56	3132.74	3289.38	3453.85	3626.54
BUILDING INSPECTOR I	2072	4060.64	4253.68	4466.37	4689.69	4924.17
BUILDING INSPECTOR II	2073	4456.24	4679.05	4913.01	5158.66	5416.60
CODE ENFORCEMENT OFFICER	2022	4244.04	4456.24	4679.05	4913.01	5158.66
CUSTOMER SERVICE REPRESENTATIVE I	2011	2654.11	2786.82	2926.16	3072.46	3226.08
CUSTOMER SERVICE REPRESENTATIVE II	2012	2919.51	3065.49	3218.76	3379.70	3548.69
ENGINEERING AID	2199	3213.60	3374.28	3542.99	3720.14	3906.15
ENGINEERING TECHNICIAN I	2200	4089.64	4294.11	4508.82	4734.26	4970.98
ENGINEERING TECHNICIAN II	2201	4498.60	4723.52	4959.70	5207.68	5468.06
FIELD SERVICES REPRESENTATIVE	2050	3609.29	3789.75	3979.24	4178.21	4387.11
FIELD SERVICES SUPERVISOR	2051	4154.73	4362.47	4580.60	4809.62	5050.10
FINANCE TECHNICIAN	2014	3532.61	3709.25	3894.71	4089.45	4293.92
INFORMATION SYSTEMS SPECIALIST	2400	4012.25	4212.88	4423.79	4644.68	4876.92
JUNIOR ENGINEER	2203	4948.45	5195.88	5455.66	5728.45	6014.87
JUNIOR ENGINEER PLANS EXAMINER	2071	4456.24	4679.05	4913.01	5158.66	5416.60
JUNIOR PLANNER	2208	4038.36	4240.27	4452.29	4674.90	4908.65
LIBRARY ASSISTANT	2500	2775.99	2914.79	3060.53	3213.56	3374.23
NETWORK TECHNICIAN	2401	4811.66	5052.24	5304.85	5570.10	5848.61
PARKING ENFORCEMENT ASSISTANT	2027	3006.54	3156.87	3314.72	3480.45	3654.47
PARKS PROJECT COORDINATOR	2600	4948.45	5195.88	5455.66	5728.45	6014.87
PERMIT TECHNICIAN	2070	3339.93	3506.97	3682.31	3866.44	4059.76
POLICE RECORDS CLERK I	2024	2624.14	2755.34	2893.12	3037.77	3189.66
POLICE RECORDS CLERK II	2023	2886.57	3030.89	3182.43	3341.56	3508.63
POLICE RECORDS CLERK SUPERVISOR	2026	3319.04	3485.00	3659.24	3842.20	4034.31
PROGRAM COORDINATOR	2602	3089.30	3243.76	3405.94	3576.24	3755.06
PW INSPECTOR I	2204	4051.13	4253.68	4466.37	4689.69	4924.17
PW INSPECTOR II	2205	4456.24	4679.05	4913.01	5158.66	5416.60
SENIOR ADMINISTRATIVE CLERK	2701	2908.17	3053.58	3206.27	3366.58	3534.91
SENIOR ENGINEERING TECHNICIAN	2202	4948.45	5195.88	5455.66	5728.45	6014.87
SENIOR LIBRARY ASSISTANT	2505	3053.58	3206.27	3366.58	3534.91	3711.65
SENIOR POLICE ADMINISTRATIVE CLERK	2025	3078.44	3232.38	3393.98	3563.68	3741.87
SUPERVISING CUSTOMER SERVICE REP	2013	3532.61	3709.25	3894.71	4089.45	4293.92

2015 - 2017

WATER SERVICES TECHNICIAN I	2206	4804.32	5044.54	5296.77	5561.60	5839.68
WATER SERVICES TECHNICIAN II	2207	5284.75	5548.98	5826.43	6117.76	6423.65
WATERSHED PROGRAM COORDINATOR	2209	3089.30	3243.76	3405.94	3576.24	3755.06
YOUTH OUTREACH WORKER	2028	3374.28	3577.81	3792.05	4018.78	4300.87

2015 - 2017

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date: _____

Stephen Schwabauer, City Manager
Date: _____

Linda Tremble, President
Date: _____

Jordan Ayers, Deputy City Manager
Date: _____

Donnie Sanford, Exec. Vice President
Date: _____

Adele Post, HR Manager
Date: _____

Sherry Moroz, Vice President
Date: _____

Approved As To Form:

Travis Kahrs, Treasurer
Date: _____

Janice D. Magdich, City Attorney

Kari Chadwick, GS Representative
Date: _____

Attest:

Thomas Gabriel, M&O Representative
Date: _____

Jennifer M. Ferraiolo, City Clerk

Brian Longpre, M&O Representative
Date: _____

Rene Garcia, GS Representative
Date: _____

Terri Lovell, GS Representative
Date: _____

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers, Deputy City Manager 5. DATE: 6/17/15
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120	12000000	50001	Library Transfer In	\$ 4,600.00
	200	20000000	50001	PRCS Transfer In	\$ 17,566.00
	100		32205	Unreserved Fund Balance	\$ 59,209.00
B. USE OF FINANCING	100	10020202	71001	Finance	\$ 3,674.00
	100	10020203	71001	Finance	\$ 9,266.00
	100	10020400	71001	Information Systems	\$ 3,610.00
	100	10031002	71001	Animal Services	\$ 2,485.00
	100	10031004	71001	Police	\$ 7,115.00
	100	10040001	71001	Fire	\$ 774.00
	100	10050001	71001	Public Works Admin	\$ 789.00
	100	10050500	71001	Public Works Engineering	\$ 7,163.00
	100	10051000	71001	Public Works Facilities	\$ 2,167.00
	120	12090000	71001	Library	\$ 4,600.00
	200	20070001	71001	PRCS Admin	\$ 914.00
	200	20071001	71001	Community Center Admin	\$ 774.00
	200	20071402	71001	PRCS	\$ 1,108.00
	200	20072100	71001	PRCS Planning	\$ 1,318.00
	200	20072202	71001	Parks Maintenance	\$ 3,517.00
	200	20072203	71001	Sports Facilities Maintenance	\$ 5,040.00
	200	20072204	71001	Lodi Lake Maintenance	\$ 1,623.00
	200	20072300	71001	Equipment Maintenance	\$ 1,000.00
	200	20073001	71001	Recreation Admin	\$ 1,469.00
	200	20073600	71001	Lodi Lake Programs	\$ 803.00
100	10095000	76220	General Fund Transfer Out	\$ 22,166.00	

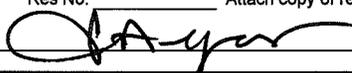
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for AFSCME

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 6/17/15 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
THE MEMORANDUM OF UNDERSTANDING WITH AFSCME
MAINTENANCE & OPERATORS UNIT EFFECTIVE
JANUARY 1, 2015 THROUGH DECEMBER 31, 2017 AND
FURTHER APPROPRIATING FUNDS

=====

WHEREAS, City employees have seen a net pay decrease as a result of concessions agreed to during the Great Recession; and

WHEREAS, most City employees have not seen an increase in base pay since 2008; and

WHEREAS, the City is now in a position to grant a small base pay increase as partial restoration of prior concessions; and

WHEREAS, it is recommended that Council approve revisions to the Memorandum of Understanding with AFSCME Maintenance & Operators Unit as follows as a partial restoration of prior concessions:

- 3% increase to base salary, effective the first full pay period in 2015; 2% increase to base salary, effective the first full pay period in 2016; and 2% increase to base salary, effective the first full pay period in 2017;
- A one-time bank of 40 hours of cashable leave;
- Notary Public incentive of \$40 per month;
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll;
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out;
- Add two (2) Surface Water Treatment Operators to eligibility for Applicators incentive;
- The maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017;
- The City agrees to re-open discussions with AFSCME regarding the City's contribution to medical premiums in calendar years 2016 and 2017, and to discuss uniform allowance.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandum of Understanding (Exhibit A) between the City of

Lodi and AFSCME Maintenance & Operators Unit, effective January 1, 2015 through December 31, 2017; and

BE IT FURTHER RESOLVED that funds be appropriated as shown on the attached Appropriation Request Form.

Date: June 17, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held June 17, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

January 1, 2015 – December 31, 2017

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Exhibit A – Salary Schedule effective January 5, 2015

Exhibit B – Salary Schedule Specific Positions effective January 5, 2015

Exhibit C – Incentive Pay Schedule

Exhibit D – Incentive Pay for Equipment Maintenance Employees

Exhibit E – Certification Pay

Chapter 1 – Salaries and Other Compensation

ARTICLE I – SALARY

1.1 City shall provide a cost of living adjustment (COLA) of three (3.0) percent effective the first full pay period that begins after January 1, 2015.

For calendar year 2016, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2016.

For calendar year 2017, the City shall provide a cost of living adjustment (COLA) of two (2.0) percent effective the first full pay period that begins after January 1, 2017.

1.2 Each member of this bargaining unit will receive 40 hours of personal leave with a cash-out option. The parties mutually agree that this leave bank is a one-time benefit in lieu of a restoration payment. Leave must be used or cashed-out prior to December 31, 2017. A request to cash out leave must be in writing and submitted to the Finance Division. The provisions in this paragraph sunset on December 31, 2017.

1.3 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

1.4 City and bargaining unit agree to work together to eliminate two-tier salary structure for classifications and modify job descriptions to incorporate required certifications. Further, City and bargaining unit agree to review and adjust salary for Water Plant Operators and Wastewater Plant Operators taking into account required certifications and incentive pay.

The City’s intent is to have this completed no later than September 30, 2015, and will consider any salary adjustments retro-active to January 5, 2015, subject to City Council approval.

ARTICLE II – HOURS

2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.

- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
 - b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 10% above their current base pay. The “Relief Operator” is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.
 - c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
 - d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

ARTICLE III – COMPENSATORY TIME

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred eighty-four (184) hours of compensatory time may be carried on the books at any time. Employee’s may cash out any amount of the compensatory time at the employee’s straight time hourly rate of pay each April, June, and October. A request to cash out leave must be in writing and submitted to the Finance Division.
- 3.4 An employee’s decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee’s current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE IV – OVERTIME

- 4.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 2.1 and 2.2; and
 - b. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 4.3 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 4.4 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
 - a. On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
 - b. On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

ARTICLE V - MEALS

- 5.1 If the City requires an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a \$25.00 meal allowance, payable through payroll. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 5.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with other provisions of this MOU.
- 5.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

ARTICLE VI – TEMPORARY UPGRADE

- 6.1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded.

ARTICLE VII – SHIFT DIFFERENTIAL

- 7.1 An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 12 Noon to 10 pm. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

ARTICLE VIII – STANDBY PAY – CALL-OUT PAY

- 8.1 **STANDBY:** All employees in the Maintenance and Operators Bargaining Unit shall be eligible for standby pay as noted below:

- A. Standby Pay: All employees in the Maintenance and Operators Bargaining Unit, except Waste Water Plant Operators and Water Plant Operators, shall receive compensation of three (3) hours of straight pay when said employees are in standby status.
- B. Standby Pay: All Wastewater Plant Operators and Water Plant Operators shall receive compensation at straight time pay when said employees are in standby status, as shown below.

On work days	3 hours
On non-work days	4 hours
On observed holidays	8 hours

8.2 CALL-OUT: All employees in the Maintenance and Operators Bargaining Unit shall be paid call-out pay as follows:

- A. In addition to the “Standby Duty Pay” (above) the employees on standby shall be paid at the rate of one and one half times the straight time rate of pay for time worked on emergency calls before 12 midnight. Time worked between 12 midnight and 6:00 am, or in excess of twelve (12) consecutive hours between 12 midnight and 12 midnight on any given day, shall be paid at double time.
- B. The first call-out will be paid at three (3) hours minimum at the appropriate overtime rate as defined in Article 8.2 (A) of this Agreement. Subsequent calls on the same calendar day will be paid for actual time worked at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement.
- C. All subsequent hours worked on a call-out shall be paid at the appropriate overtime rate per Article 8.2(A) of this Agreement.
- D. Phone calls lasting less than ten (10) minutes, that do not require substantive work to be performed, will be paid one (1) hour at the appropriate over time rate as defined in Article 8.2(A) of this Agreement. Calls lasting longer than ten (10) minutes will receive the standard three (3) hour minimum at the appropriate overtime rate as defined in Article 8.2(A) of this Agreement and pay for any additional hours worked as defined in Article 8.2(C) of this Agreement.

ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE

9.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

- Environmental Compliance Insp.
- Parts Clerk

Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker I/II/III
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Maintenance Worker I & II	Sr. Storekeeper
Park Maintenance Worker I /II/III	W/WW Maintenance Worker I/II/III
Park Supervisor	W/WW Supervisor
Chief Wastewater Plant Operator	W/WW Plant Operator I/II/III
	Water Plant Operator I/II/III
	Welder-Mechanic

9.2 Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator I, II, III	Environmental Compliance Inspector
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II assigned to White Slough
	Water Plant Operator I/II/III

9.3 Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II.

9.4 The City agrees to provide prescription safety glasses up to a maximum cost of \$251.00 per pair as required. A maximum of two pair of prescription safety glasses will be provided by the City during employment except as indicated in 9.6 and 9.7 below.

9.5 All prescription safety glasses shall be purchased or serviced within the City of Lodi. Employees shall have their choice of any local optometrist. The employee shall pay directly to the optometrist any fees for prescription examination or related charges. The employee shall submit receipts for the frames and lenses to the City for reimbursement.

9.6 Prior to issuance of a replacement pair of prescription safety glasses for payment by the City, the employee shall discuss with and receive approval from the immediate supervisor and department head. The criteria for issuance of a replacement pair of safety glasses are as follows:

1. If safety glasses are damaged due to an accident on the job, the safety glasses will be replaced and paid for by the City.
2. If safety glasses are lost or damaged off the job, the employee will pay the total amount for replacement.
3. If an employee requires a change of prescription for safety glasses, the employee must submit a written statement from the eye doctor stating that the prescription change is necessary.

4. If safety glasses are unsafe due to normal wear and tear, the City shall approve a replacement pair as specified above.
- 9.7 The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety glasses to be deducted from the employees payroll check after a determination of cost has been made by the City.
1. Where the city would be required to replace issued safety glasses due to abuse by the employee.
 2. Failure on the part of an applicable employee to wear or utilize safety glasses unless agreed to in writing.
 3. Failure on the part of an applicable employee to return issued safety glasses, regardless of condition, upon separation from City service.
- 9.8 Uniforms and safety equipment damaged in the line of duty shall be replaced or repaired by the City.
- 9.9 Employees who are not required to wear a uniform, whose personal clothing is damaged in the line of duty, may request to have the item replaced or repaired at the City's expense.
- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. The City shall have the sole discretion to approve or deny the request and its denial shall not be grievable.
 - C. Repair costs shall not exceed ordinary costs and shall be limited to the repair identified in the employees claim.
 - D. Items replaced shall be of similar, or the same value as the item being replaced. The City may require the employee to forfeit the damaged item for inspection.
 - E. All requests for reimbursement shall be accompanied by receipts.
- 9.10 Employees whose prescription glasses are damaged in the line of duty shall be entitled to reimbursement for the cost of replacing or repairing the glasses.
- A. Requests shall be submitted to the Department Director and shall be accompanied by an explanation of the event(s) that led to the damage.
 - B. Glasses replaced shall be of an equal or similar value to the glasses that were damaged.

- C. Any insurance benefit paid to the employee or paid by the insurance provider toward the replacement/repair costs shall result in a reduction to the amount reimbursed to the employee by the amount paid by the insurance provider.

Example:

Cost of Eyewear/Repair	\$150.00
Insurance Pays	\$100.00
Reimbursed to employee	\$ 50.00

ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS

- 10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.
- 10.2 The City agrees to provide an annual boot allowance of \$250, paid semi-annually as part of the last biweekly payroll in the months of April and October of each year, for all classifications in this unit.
- 10.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.
- 10.5 Laboratory Technicians shall be eligible to receive the safety shoe/boot allowance to purchase water resistant shoes.

ARTICLE XI - CLASS A LICENSE

- 11.1 Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

ARTICLE XII – EDUCATION INCENTIVES

- 12.1 The City shall make available incentive pay as shown in Exhibit C & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 12.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.
- 12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators and two (2) Surface Water Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two Wastewater

or Surface Water Plant Operators, the remaining employee at each plant shall receive \$40.00 per month.

- 12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit D.
- 12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
- a. Only courses listed in Exhibit D will qualify towards this incentive.
 - b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
 - c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
 - d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to March 21, 2012.

ARTICLE XIII – NOTARY PUBLIC INCENTIVE

- 13.1 Employees who possess a Notary Public certification and use the Notary Public service as a part of their employment duties with the City will receive a monthly incentive of \$40.00.

ARTICLE XIV – BILINGUAL PAY

- 14.1 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE XV – TUITION REIMBURSEMENT

- 15.1 Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

ARTICLE XVI – COURT APPEARANCES

- 16.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury

service such as that service in San Joaquin County is not covered by jury duty leave.

- 16.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 16.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 16.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XVII – MILEAGE COMPENSATION

- 17.1 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance changes shall be effective the first day of the month following the determination of a change by the IRS.

Chapter 2 - Leaves

ARTICLE XVIII – CATASTROPHIC LEAVE

- 18.1 Catastrophic Leave will be provided as stated in the City's current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 18.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

ARTICLE XIX – BEREAVEMENT LEAVE

19.1 Regular employees shall be granted 3 days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to an employee’s:

spouse	parent	Grandparent
grandparent-in-law	parent-in-law	Child
grandchild	son-in-law	daughter-in-law
stepchild	foster parents	Brother
half-brother	half-sister	Sister

or a more distant relative who was a member of the employee’s immediate household at the time of death.

19.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

ARTICLE XX – HOLIDAYS

20.1 Members of this Unit shall observe the following nationally observed holidays:

New Year’s Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that

if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

20.2 Holiday time may be taken in quarter hour increments.

ARTICLE XXI – LEAVES OF ABSENCE

21.1 Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

ARTICLE XXII – SICK LEAVE

22.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

22.2 Sick leave may be accumulated up to an unlimited amount.

22.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

ARTICLE XXIII – VACATION LEAVE

23.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

23.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive first choice in any scheduling period.

23.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 23.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

Chapter 3 - Insurance and Retirement

ARTICLE XXIV – MEDICAL INSURANCE

- 24.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Employee only) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2014. Employees will pay all costs for plans costing more than the amount paid by City.
- 24.2 If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee waives medical insurance through the City of Lodi, the employee may at their option take the following in cash or deposited into their deferred compensation account:

\$692.81 per month for family

\$532.92 per month for employee + 1 dependent

\$305.22 per month for employee only

In order to qualify for this provision, proof of group insurance must be provided to the City.

- 24.3 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2014. The baseline will be the January 2014 lowest cost PERS HMO for the employee's family category (\$657.33 for Employee only, \$1,314.66 for Employee +1, \$1,709.06 for Family.)

Effective January 1, 2015, the maximum amount the City will pay towards medical premiums will be increased by the lower of three percent (3%) or the actual cost increase (for the employee's applicable cap) for employees whose annual base salary is less than \$40,000. Effective January 1, 2016, the annual base salary will increase to \$42,100 and effective January 1, 2017, the annual base salary will increase to \$43,000 for this provision.

Percentage increases shall be based upon the amounts paid by City (\$657.33 for single, \$1,314.66 for Employee + 1 and \$1,709.06 for Family).

- 23.4 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 24.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.
- 24.6 Notwithstanding any other provisions of this Agreement, the parties agree to re-open Article XXIII, Section 23.2 entitled: “Medical Insurance” for negotiation, solely limited to determining the amount the City will contribute towards employee health plan premiums during calendar year 2016 and 2017.

ARTICLE XXV – DENTAL INSURANCE

- 25.1 Employees are provided fully paid family dental insurance.
- 25.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXVI – VISION INSURANCE

- 26.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

ARTICLE XXVII – CHIROPRACTIC INSURANCE

- 27.1 The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXVIII – LIFE INSURANCE

- 28.1 The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

ARTICLE XXIX – LONG TERM DISABILITY

- 29.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City’s Policy on Long Term Disability.
- 29.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXX – WORKER’S COMPENSATION

30.1 The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker’s Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers’ Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers’ Compensation shall also receive compensation from the City in such an amount that when added to the Workers’ Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee’s sick leave account. The employee’s regular deductions shall be made from the amount paid by the City.

ARTICLE XXXI – FLEXIBLE SPENDING ACCOUNT

31.1 The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

31.2 The City intends to propose a cafeteria-based benefit program that would incorporate, but not be limited to: medical, vision, dental, chiropractic and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City’s presentation of a cafeteria plan. The City will form a committee, comprised of one member from each Bargaining Unit, along with City staff to discuss the contents of said cafeteria plan.

The City’s proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

ARTICLE XXXII – DEFERRED COMPENSATION PLAN

32.1 The City and AFSCME agree to the implementation of the following program effective July 1, 1977.

32.2 The City shall match contributions by General Service employees to a deferred compensation program up to a maximum 3.0% of the employee’s gross salary.

ARTICLE XXXIII – PERS

33.1 The City agrees to provide the following PERS retirement program and to pay the employers cost for employees deemed to be “classic” employees by PERS:

- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:

- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
 - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
 - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
 - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
 - f. Military Service Credit as Public Service (Section 21024).
 - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - h. 50% survivor continuation in the event of death after retirement.
 - i. Employee shall pay employee share of retirement at 7% effective December 31, 2013.
- 33.2 The City agrees to provide the following PERS retirement program and to pay the employer's cost for employees deemed to be "new" employees by PERS under the Public Employee Pension Reform Act of 2013 (PEPRA):
- A. PERS "2% at 62" full formula retirement benefits plus the following additional options:
 - B. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit.
 - C. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement.
 - D. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement.
 - E. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement.
 - F. Military Service Credit as Public Service.
 - G. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
 - H. 50% survivor continuation in the event of death after retirement.
 - I. Employee shall pay employee share of retirement as calculated by PERS in its annual actuarial valuation.

ARTICLE XXXIV – SICK LEAVE CONVERSION

34.1 For all unused sick leave balance, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

Option #1 – CONVERSION

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement subject to the cap shown in Article XXIII. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 – BANK

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – CASH OUT

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 34.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 33.1.
- 34.3 Employees selecting option #1 or #2, who retire on a service retirement, shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.
- 34.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 33.1 of this Article.

Option#4 – PERS CREDIT

- 34.5 Per California Government Code, employees may receive credit for unused sick leave. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable.
- 34.6 Employees hired after July 1, 1995 will not have the option of converting sick leave time into medical insurance premiums or cash as referenced in options 1-3. The only option available to these employees is Option #4, PERS credit.
- 34.7 Option #4 is available to all represented employees meeting PERS eligibility requirements.
- 34.8 If an employee opts to utilize the provisions of Option #1, Option #2, or Option #3, the City will report to PERS they have zero hours of unused sick leave.

Chapter 4. Union/City Issues

ARTICLE XXXV – UNION LEAVE

- 35.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 35.2 The City agrees to provide storage space to AFSCME for union materials.

ARTICLE XXXVI – DEMOTION AND LAYOFF

- 36.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services or Public Works Department will be “Y” rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.
- 36.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXVII – CHANGES IN MEMORANDUM

- 37.1 The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

ARTICLE XXXVIII – CITY RIGHTS

- 38.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
- Determine the procedure and standards of selection for employment; to direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.
- City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXIX – EMPLOYEE REPRESENTATION

- 39.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

39.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

39.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.
- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.

- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
- Union Membership Dues
 - Agency Shop Fees
 - AFSCME Voluntary Political Action Check Off (PEOPLE)
 - Fair Share donations to the United Way Campaign
 - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.
- Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.
- 39.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.

- 39.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 39.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XL – GRIEVANCE PROCEDURE

- 40.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME and the City.
- The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 40.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
 - b. Discharge, demotion, suspension or discipline of an individual employee.
 - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.

- 40.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 40.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.
- 40.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.
- 40.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.
- Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and AFSCME shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 40.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 40.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.
- 40.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.
- 40.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XLI – MUTUAL CONSENT CONTINGENCY

- 41.1 This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XLII – NO STRIKES

- 42.1 The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XLIII – PROBATIONARY PERIOD

- 43.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.
- 43.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- a. Vacation Leave – See Article XX for vacation schedule.
 - b. The use of the Grievance Procedure to grieve termination.
 - c. The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

- 43.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XLIV – PROMOTION

- 44.1 The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

ARTICLE XLV – SENIORITY

- 45.1 Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b. on duty with the National Guard,
- c. is absent due to industrial injury,
- d. on leave of absence, or
- e. absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLVI – SHOP STEWARDS

- 46.1 The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XLVII – STATUS

- 47.1 Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).

- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

- c. A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLVIII – TERM

48.1 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, 2015 to December 31, 2017.

CLASSIFICATION PLAN
Maintenance & Operators
Employees hired before 3/21/12
Effective January 5, 2015

EXHIBIT A

OCCUPATION TITLE	JOB CODE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
BUILDING SERVICES SUPERVISOR	4701	4163.40	4371.57	4590.14	4819.66	5060.65
CHIEF WASTEWATER PLANT OPERATOR	4150	5159.74	5417.73	5688.62	5973.04	6271.70
ENVIRONMENTAL COMPLIANCE INSPECTOR	4160	4272.65	4486.28	4710.59	4946.12	5193.43
EQUIPMENT SERVICE WORKER	4000	3130.63	3287.16	3451.52	3624.10	3805.30
FACILITIES SUPERVISOR	4050	4352.95	4570.59	4799.12	5039.08	5291.03
FLEET SERVICES SUPERVISOR	4040	4752.45	4990.07	5239.58	5501.56	5776.63
HEAVY EQUIPMENT MECHANIC	4020	3757.15	3945.01	4142.26	4349.37	4566.85
LABORATORY SUPERVISOR	4075	5159.74	5417.73	5688.62	5973.05	6271.70
LABORATORY TECHNICIAN I	4070	3403.24	3573.41	3752.08	3939.69	4136.67
LABORATORY TECHNICIAN II	4071	3743.28	3930.44	4126.96	4333.31	4549.97
LEAD EQUIPMENT MECHANIC	4010	4132.87	4339.51	4556.48	4784.31	5023.53
MAINTENANCE WORKER I	4080	2979.90	3128.98	3285.37	3449.62	3622.26
MAINTENANCE WORKER II	4081	3277.35	3441.22	3613.28	3793.94	3983.64
PARK MAINTENANCE WORKER I	4710	2838.19	2980.10	3129.10	3285.56	3449.83
PARK MAINTENANCE WORKER II	4711	3121.71	3277.79	3441.68	3613.77	3794.46
PARK MAINTENANCE WORKER III	4712	3433.98	3607.54	3785.96	3975.26	4174.02
PARK SUPERVISOR	4740	4352.95	4570.59	4799.12	5039.08	5291.03
PARTS CLERK	4030	2981.93	3131.03	3287.58	3451.96	3624.56
PLANT & EQUIPMENT MECHANIC	4130	3884.15	4078.29	4282.09	4496.13	4720.94
SENIOR FACILITIES MAINTENANCE WORKER	4060	3784.91	3974.15	4172.86	4381.51	4600.59
SENIOR STOREKEEPER	4140	3528.84	3705.28	3890.55	4085.07	4289.33
STREET MAINTENANCE WORKER I	4090	3056.31	3209.12	3369.58	3538.06	3714.96
STREET MAINTENANCE WORKER II	4092	3353.62	3521.29	3697.36	3882.22	4076.34
STREET MAINTENANCE WORKER III	4100	3605.48	3785.76	3975.04	4173.80	4382.49
STREET SUPERVISOR	4110	4570.05	4798.55	5038.48	5290.40	5554.92
TRAFFIC SIGN WORKER	4120	3121.71	3277.79	3441.68	3613.77	3794.46
WASTEWATER PLANT OPERATOR I	4170	3706.50	3891.82	4086.41	4290.73	4505.27
WASTEWATER PLANT OPERATOR II	4172	4077.26	4281.12	4495.18	4719.93	4955.93
WASTEWATER PLANT OPERATOR III	4173	4484.99	4709.23	4944.69	5191.93	5451.52
WATER PLANT OPERATOR II	4200	4077.26	4281.12	4495.18	4719.93	4955.93
WATER PLANT OPERATOR III	4201	4484.99	4709.23	4944.69	5191.93	5451.52
WATER/WASTEWATER MANT WORKER I	4210	3082.02	3236.12	3397.93	3567.82	3746.21
WATER/WASTEWATER MANT WORKER II	4211	3419.16	3590.12	3769.63	3958.11	4156.01
WATER/WASTEWATER MANT WORKER III	4212	3605.48	3785.74	3975.05	4173.80	4382.49
WATER/WASTEWATER SUPERVISOR	4180	4913.96	5159.81	5417.57	5688.62	5973.10
WELDER-MECHANIC	4220	3757.06	3945.05	4142.33	4349.43	4566.89

CLASSIFICATION PLAN**EXHIBIT B****Maintenance & Operators****Employees hired after 3/21/12****Effective January 5, 2015**

OCCUPATION TITLE	JOB CODE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4
ENVIRONMENTAL COMPLIANCE INSPECTOR (A)	4161	4306.54	4521.87	4747.96	4985.35	5234.63
EQUIPMENT SERVICE WORKER (A)	4001	3173.00	3331.65	3498.23	3673.15	3856.80
HEAVY EQUIPMENT MECHANIC (A)	4021	3926.63	4122.97	4329.11	4545.57	4772.85
LEAD EQUIPMENT MECHANIC (A)	4011	4302.34	4517.46	4743.34	4980.50	5229.53
PLANT & EQUIPMENT MECHANIC (A)	4131	4217.24	4428.10	4649.51	4881.98	5126.08
STREET MAINTENANCE WORKER III (A)	4101	3715.64	3901.42	4096.50	4301.32	4516.39
STREET SUPERVISOR (A)	4111	4714.10	4949.81	5197.30	5457.17	5730.02
WATER/WASTEWATER MANT WORKER III (A)	4213	3859.85	4052.85	4255.50	4468.26	4691.68
WATER/WASTEWATER SUPERVISOR (A)	4181	5322.50	5588.63	5868.05	6161.46	6469.53

EXHIBIT CINCENTIVE PAY SCHEDULE

	<u>Minimum Grade Level to Earn Incentive</u>
1. <u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	
• Laboratory Technician I & II	I
• Water/ Wastewater Supervisor	I
• Chief Wastewater Plant Operator	I
• Laboratory Services Supervisor	III
• Environmental Compliance Inspector	III
2. <u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Laboratory Technician I	I
• Laboratory Technician II	II
• Wastewater Plant Operator I & II	I
• Environmental Compliance Inspector	II
• Chief Wastewater Plant Operator	II
• Laboratory Services Supervisor	III
3. <u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Plant and Equipment Mechanic	II
• Wastewater Plant Operator I & II	I
• Water/ Wastewater Maintenance Worker I, II, III	II
• Chief Wastewater Plant Operator	II
• Sr. Plant and Equipment Mechanic	III
• Water/ Wastewater Supervisor	II
4. <u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
• Maintenance Worker III (Streets or Water/ Wastewater)	II
• Plant and Equipment Mechanic	II
• Sr. Plant and Equipment Mechanic	II
• Street Supervisor, Water/ Wastewater Supervisor	III

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Wastewater Plant Operator I • Wastewater Plant Operator II • Chief Wastewater Plant Operator 	<ul style="list-style-type: none"> II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer (Water/ Wastewater) • Maintenance Worker I, II, III (Water/Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant & Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I, II (Water/ Wastewater) • Maintenance Worker III (Water/ Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	<ul style="list-style-type: none"> I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor • Parks Maintenance Worker III • Parks Supervisor • Streets Maintenance Worker I, II, III & Laborer • Wastewater Plant Operator I • Water Plant Operator III • Senior Facilities Maintenance Worker 	

9. Pest Control Advisor License
(State of California)
- Street Supervisor
 - Parks Supervisor
 - Laborer
 - Parks Maintenance Worker I, II, III
 - Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article XII, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT D**INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES****Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair****(BAR)** (certificate must be current, valid, unlimited) \$50.00Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic**Class A Brake Adjustment License issued by BAR** \$25.00Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic**Class A Lamp Adjustment License issued by BAR** \$12.50Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic**Aluminum Welding Proficiency Certificate** \$12.50

(From a State certified welding instructor approved by the City)

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic**Automotive Service Excellence Technician Certifications** **\$25.00/\$50.00**Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive

(Only courses listed below will qualify towards ASE incentive)

A-1 Engine Repair

- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- F-1 Light Vehicle Compressed Natural Gas

- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC

- P-1 Med/Hvy Truck Dealership Parts
- P-2 Automobile Parts
- P-3 Truck Aftermarket Brake Parts
- P-4 General Motors Parts Consultant
- P-9 Truck Aftermarket Suspension and Steering Parts

- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

EXHIBIT E

Exhibit E



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

MEETING DATE: July 18, 2007

PREPARED BY: Deputy City Manager

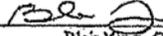
RECOMMENDED ACTION: Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

BACKGROUND INFORMATION: Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUS to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

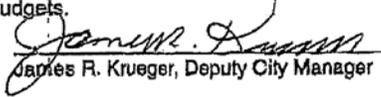
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay.

APPROVED: 
Blair King, City Manager

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

FISCAL IMPACT: The additional annual expenditure for both of the amendments to the MOUS totals approximately \$50,000 per year.

FUNDING AVAILABLE: The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.


James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU
Attachment B- Amendment to Maintenance & Operators MOU

RESOLUTION NO. 2007-134

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING AMENDMENT TO MEMORANDUMS OF UNDERSTANDING WITH THE MAINTENANCE AND OPERATORS AND GENERAL SERVICES BARGAINING UNITS OF THE ASSOCIATION OF LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION OPERATORS I AND II

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Hitchcock
- ABSTAIN: COUNCIL MEMBERS – None



SANDI JOHL
City Clerk

2007-134

800/800

07/17/2009 14:18 FAX

Side letter to the Current Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or T1*	2%
Environmental Compliance Inspector	D1 or T1*	2%

*Per regulation may possess either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV – Education Incentive of the MOU except as follows:

- Personnel listed above who are required to obtain a D1 (or T1* certificate), who obtain a D2 (or T2*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,
COUNCIL, 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President



AGREED TO BY THE
CITY OF LODI

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director



A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

CITY OF LODI
A MUNICIPAL CORPORATION

Nancy Vinson, Chief Negotiator
Date: _____

Stephen Schwabauer, City Manager
Date: _____

Linda Tremble, President
Date: _____

Jordan Ayers, Deputy City Manager
Date: _____

Donnie Sanford, Exec. Vice President
Date: _____

Adele Post, HR Manager
Date: _____

Sherry Moroz, Vice President
Date: _____

Approved As To Form:

Travis Kahrs, Treasurer
Date: _____

Janice D. Magdich, City Attorney

Kari Chadwick, GS Representative
Date: _____

Attest:

Thomas Gabriel, M&O Representative
Date: _____

Jennifer M. Ferraiolo, City Clerk

Brian Longpre, M&O Representative
Date: _____

Rene Garcia, GS Representative
Date: _____

Terri Lovell, GS Representative
Date: _____

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jordan Ayers, Deputy City Manager 5. DATE: 6/17/15
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	ORG #	OBJ #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	120	12000000	50001	Library Transfer In	\$ 4,600.00
	200	20000000	50001	PRCS Transfer In	\$ 17,566.00
	100		32205	Unreserved Fund Balance	\$ 59,209.00
B. USE OF FINANCING	100	10020202	71001	Finance	\$ 3,674.00
	100	10020203	71001	Finance	\$ 9,266.00
	100	10020400	71001	Information Systems	\$ 3,610.00
	100	10031002	71001	Animal Services	\$ 2,485.00
	100	10031004	71001	Police	\$ 7,115.00
	100	10040001	71001	Fire	\$ 774.00
	100	10050001	71001	Public Works Admin	\$ 789.00
	100	10050500	71001	Public Works Engineering	\$ 7,163.00
	100	10051000	71001	Public Works Facilities	\$ 2,167.00
	120	12090000	71001	Library	\$ 4,600.00
	200	20070001	71001	PRCS Admin	\$ 914.00
	200	20071001	71001	Community Center Admin	\$ 774.00
	200	20071402	71001	PRCS	\$ 1,108.00
	200	20072100	71001	PRCS Planning	\$ 1,318.00
	200	20072202	71001	Parks Maintenance	\$ 3,517.00
	200	20072203	71001	Sports Facilities Maintenance	\$ 5,040.00
	200	20072204	71001	Lodi Lake Maintenance	\$ 1,623.00
	200	20072300	71001	Equipment Maintenance	\$ 1,000.00
	200	20073001	71001	Recreation Admin	\$ 1,469.00
	200	20073600	71001	Lodi Lake Programs	\$ 803.00
100	10095000	76220	General Fund Transfer Out	\$ 22,166.00	

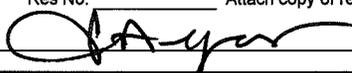
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2014/15 contract changes for AFSCME

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 6/17/15 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING
SALARY AND BENEFITS FOR THE CONFIDENTIAL GENERAL
SERVICES EMPLOYEES EFFECTIVE JANUARY 1, 2015
THROUGH DECEMBER 31, 2017

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WHEREAS, historically, the City Council has treated the confidential (unrepresented) employees in the same manner as their represented counterparts; and

WHEREAS, the City has negotiated a successor Memorandum of Understanding with AFSCME General Services Unit that provides amendments to salary and benefits; and

WHEREAS, the City wishes to provide the Confidential General Services employees with the same amendments to salary and benefits as the AFSCME General Services employees; and

WHEREAS, it is recommended that Council provide the same salary and benefits to the Confidential General Services employees as those provided to the represented AFSCME General Services employees as follows:

- A one-time bank of 40 hours of cashable leave.
- Notary Public incentive of \$40 per month.
- Increase the overtime meal allowance from \$20 to \$25 and process through payroll.
- Increase the maximum accrual of Compensatory Time Off (CTO) to 184 hours and allow cash out.
- Maximum amount the City will pay towards medical premiums will be increased by the lower of 3% or the actual cost increase (for the employee's applicable cap) for those employees whose annual base salary is less than \$42,100 for calendar year 2016 and \$43,000 for calendar year 2017.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amendments referenced above for the Confidential General Services employees, effective January 1, 2015 through December 31, 2017.

Date: June 17, 2015

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I hereby certify that Resolution No. 2015-_____ was passed and adopted by the Lodi City Council in a regular meeting held June 17, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Introduce an Ordinance Amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by Repealing and Re-Enacting Section 13.20.315(C), “Schedule EDR - Economic Development Rate” to Re-Enact the Utility Rate Discount from September 1, 2015 to June 30, 2018

MEETING DATE: June 17, 2015

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Introduce an ordinance amending Lodi Municipal Code Chapter 13.20 – Electrical Service – by repealing and re-enacting Section 13.20.315(C), “Schedule EDR - Economic Development Rate” to re-enact the utility rate discount from September 1, 2015 to June 30, 2018.

BACKGROUND INFORMATION: Since July 2013, the City of Lodi has offered a pair of electric rate discounts: New Business and New Jobs. To date, 29 customers have signed up to receive one of the two rate discounts. As of June 1, 2015, this has resulted in a total savings of approximately \$695,551 for the participating businesses. Both of these rate discounts are set to expire on June 30, 2015. Staff recommends both rate discounts, which serve as excellent economic development tools for the City of Lodi, be re-enacted from September 1, 2015 to June 30, 2018. If reenacted, the program would continue to operate in accordance with the following ordinance requirements:

New Business Rate Discount: Provided for 12 consecutive months; all new businesses assigned to the G2, G3, G4, G5, or I1 electric rate will receive a 5 percent discount per month; all new businesses assigned to the G1 electric rate will receive a “flat monthly credit” of \$25 per month.

New Jobs Rate Discount: Provided for 12 consecutive months; all new hires must be new, full-time positions; there is a maximum 8 percent rate discount available; and the discount is provided in “bands” as shown below:

Number of New, Full-Time Employees	Percentage Discount
1-3	2%
4-6	4%
7-9	6%
10+	8%

FISCAL IMPACT: From July 1, 2013 to June 1, 2015, the discounts have totaled \$695,551. It is anticipated that the total discount will not exceed \$730,000 by June 30, 2015. The fiscal impact for the proposed discount reenactment will be dependent upon the total number of program participants.

FUNDING AVAILABLE: Not applicable.

Adam Brucker
Business Development Manager

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE CHAPTER 13.20 –
ELECTRICAL SERVICE – BY REPEALING AND
REENACTING SECTION 13.20.315, “SCHEDULE EDR –
ECONOMIC DEVELOPMENT RATE,” IN ITS ENTIRETY

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.315, “Schedule EDR – Economic Development Rate,” is hereby repealed and reenacted in its entirety to read as follows:

13.20.315 - Schedule EDR—Economic development rates.

Applicability:

- A. New Business Rate Discount. NBR discount, applicable to any new commercial or industrial customer that locates their operations/business that receives electric utility service from the city of Lodi, with the following stipulations: a customer assigned to the G1 electric utility rate shall receive a discount for twelve consecutive months of twenty-five dollars per month; and, customers assigned to the G2, G3, G4, G5, or I1 electric utility rate shall receive a discount for twelve consecutive months of five percent; and this rate discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including, but not limited to, the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.
- B. New Jobs Rate Discount. NJR discount, applicable to any commercial or industrial customer that adds a minimum of one full-time position, and retains that position for at least twelve consecutive months, with the following stipulation: a two percent discount for one to three new positions; four percent for four to six new positions; six percent for seven to nine positions; and eight percent for ten or more new positions. The maximum discount available is eight percent; all discounts are available for twelve consecutive months; and this rate discount may not be combined with any other electric discount or rate and shall only apply to the base rate. Surcharges including, but not limited to, the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall not be subject to this discount.
- C. The rate schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after ~~July 1, 2013~~ **September 1, 2015** and said utility rate discounts shall expire on June 30, 2015~~8~~.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or

application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this ____ day of _____, 2015

BOB JOHNSON
MAYOR

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held June 17, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

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

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved to Form:

JANICE D. MAGDICH
City Attorney

